AGENDA

Wednesday, August 3, 2022

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

SPECIAL 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 accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2022-94, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of May 31, 2022, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). 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)

   Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, 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, Potential litigation, exposure to litigation per: "Conference with Legal Counsel – anticipated litigation, significant exposure to litigation pursuant to paragraph (2)(d) of CA Govt. Code sec. 54956.9 – One potential case

   b. Performance Evaluation of Public Employee, Unrepresented Employee (CA Govt. Code Section 54957(b)(1) – City Manager

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: None

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 EFT's and Check Numbers 100349-100459, totaling $461,034.79

   b. MINUTES:

      (1) July 6, 2022, Regular City Council Meeting

      (2) July 12, 2022, Special 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. 2022-, approving the update to the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan, and; approve the update to Volume 2, Annex G, and; adopt the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, including Annex G as an official plan of the City of Marina.

   g. APPROVAL OF AGREEMENTS:

      (1) City Council consider adopting Resolution No. 2022-, approving Amendment No. 1 to the On-Call Landscape Architectural Services agreement between the City of Marina and Verde Design, Inc. (Verde) increasing the annual contract limit to $650,000 for fiscal year 2022-2023; and authorizing the City Manager to execute the amendment 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. 2022-, accepting the dedication of Public Improvements as shown on the approved Sea Haven Phase 5A Improvement Plans and Final Map, 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): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS:

a. City Council open a public hearing and consider adopting Resolution No, 2022-, approving the assignment of the Development Agreement related to the Marina Station Project to 3rd Millennium Partners; and read by title only and approve the first reading of Ordinance No. 2022-, approving the first amendment to the development agreement related to the Marina Station Project. ***Continued from June 21, 2022 and July 19, 2022***

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. 2022-, awarding a construction contract for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project to Unlimited Environmental Inc. of Long Beach, CA for the base bid in the amount of $4,245,000; and allocating and appropriating additional blight removal funding in the amount of $415,440 to project HSF2101 and $161,560 to project HSF2103 for a total of $577,000; and authorizing the City Manager to execute contract documents subject to final review and approval by the City Attorney; and authorizing the City Manager or his designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute all construction change orders on behalf of the City; and authorizing the Finance Director to make necessary accounting and budgetary entries.

b. City Council consider adopting Resolution No. 2022- and Resolution No. 2022-(NPC), approving the approving the Abrams B Housing Area Budget for FY 2022-2023; and authorizing Finance Director to make appropriate accounting and budgetary entries.

c. City Council and Corporation Board consider adopting Resolution No. 2022- and Resolution No. 2022 (PPSC-NPC), approving the Preston Park Sustainable Community Non-Profit Corporation Preston Park Housing Area Budget for FY 2022-23, and; authorizing Finance Director to make appropriate accounting and budgetary entries and approving the Preston Park Sustainable Community Non-Profit Corporation Preston Park Housing Area Budget for FY 2022-23; and authorizing Finance Director to make appropriate accounting and budgetary entries.

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.

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, July 29, 2022.

_____

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.ciytofmarina.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 2022 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, August 16, 2022

***Wednesday, September 7, 2022**

Tuesday, September 20, 2022

****Thursday, October 6, 2022**
Tuesday, October 18, 2022

Tuesday, November 1, 2022
Tuesday, November 15, 2022

Tuesday, December 6, 2022
Tuesday, December 20, 2022

* Regular Meeting rescheduled due to Monday Holiday

** Regular Meeting rescheduled due to Religious Holiday

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

C I T Y H A L L 2 0 2 2 H O L I D A Y S
(City Hall Closed)

Labor Day ---------- Monday, September 5, 2022
Veterans Day ---------- Friday, November 11, 2022
Thanksgiving Day ---------- Thursday, November 24, 2022
Thanksgiving Break ---------- Friday, November 25, 2022
Winter Break ---------- Friday, December 23, 2022-Friday, December 30, 2022

U p c o m i n g 2 0 2 2 M e e t i n g s o f P l a n n i n g C o m m i s s i o n
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

August 8, 2022
August 22, 2022

September 8, 2022
September 22, 2022

October 13, 2022
October 27, 2022
November 10, 2022
December 18, 2022

Marina, CA LIVE

Payment Register - 7.22.2022

Bank Account: 905 - Chase - Checking

Batch Date: 07/22/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking					
Check	07/22/2022	100349 Accounts Payable	Ace Hardware		157.82
	Invoice	Date	Description		Amount
	082513	07/14/2022	Fuel & Fastners		157.82
Check	07/22/2022	100350 Accounts Payable	Ace Hardware		60.57
	Invoice	Date	Description		Amount
	082497	07/13/2022	Irrigation Controller		18.56
	082490	07/12/2022	Irrigation V.D. Park		2.72
	082491	07/12/2022	Airport Supplies		4.36
	082517	07/14/2022	PD Plug		26.20
	082500	07/13/2022	Light Pole		8.73
Check	07/22/2022	100351 Accounts Payable	Doug Kuelpman		9,040.00
	Invoice	Date	Description		Amount
	6722	07/09/2022	Professional Services - Airport Manager Brochure		9,040.00
Check	07/22/2022	100352 Accounts Payable	American Supply Co.		723.96
	Invoice	Date	Description		Amount
	0168737	05/17/2022	Shop Supplies		580.56
	0168877	05/23/2022	Shop Supplies		124.22
	0169157	06/02/2022	Shop Supplies Branches		19.18
Check	07/22/2022	100353 Accounts Payable	AT & T		910.01
	Invoice	Date	Description		Amount
	06-27-22	06/27/2022	Acct #149151548		160.57
	06-14-22	06/14/2022	Acct # 831 384-7723 454 4		749.44
Check	07/22/2022	100354 Accounts Payable	Avaya, Inc.		12.49
	Invoice	Date	Description		Amount
	2734584976	07/04/2022	Acct #0100828859		12.49
Check	07/22/2022	100355 Accounts Payable	Branch's Janitorial		2,059.47
	Invoice	Date	Description		Amount
	228419	06/23/2022	Custodial Services for June 2022		2,059.47
Check	07/22/2022	100356 Accounts Payable	Bureau Veritas North America, Inc.		844.28

Payment Register - 7.22.2022

Bank Account: 905 - Chase - Checking
Batch Date: 07/22/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	RI 22043467		07/11/2022	New Paint Booth RI 22043467		844.28
Check	07/22/2022	100357	Accounts Payable	Burton's Fire, Inc.		9,885.14
	Invoice		Date	Description		Amount
	W 80488		07/12/2022	Fire Repairs		9,885.14
Check	07/22/2022	100358	Accounts Payable	California Department of Justice		320.00
	Invoice		Date	Description		Amount
	589635		06/30/2022	June Fingerprint Apps		320.00
Check	07/22/2022	100359	Accounts Payable	Carmel Fire Protection Associates		4,800.00
	Invoice		Date	Description		Amount
	122274		07/11/2022	Document Review Only - The Dunes Phase 2 & 3		200.00
	122283		07/15/2022	Plan check and inspection, MA5000 - 3017 Shasta Way		200.00
	122284		07/15/2022	Plan check and inspection, MA5000 - 3009 Shasta Way		200.00
	122285		07/15/2022	Plan check and inspection, MA5000 - 3018 Pinnacles Way		200.00
	122286		07/15/2022	Plan check and inspection, MA5000 - 3016 Pinnacles Way		200.00
	122287		07/15/2022	Plan check and inspection, MA5000 - 3014 Pinnacles Way		200.00
	122288		07/15/2022	Plan check and inspection, MA5000 - 3012 Pinnacles Way		200.00
	122289		07/15/2022	Plan check and inspection, MA5000 - 3010 Pinnacles Way		200.00
	122290		07/15/2022	Plan check and inspection, MA5000 - 3006 Pinnacles Way		200.00
	122291		07/15/2022	Plan check and inspection, MA5000 - 3004 Pinnacles Way		200.00
	122292		07/15/2022	Plan check and inspection, MA5000 - 3000 Pinnacles Way		200.00
	122293		07/15/2022	Plan check and inspection, MA5000 - 2997 Pinnacles Way		200.00
	122294		07/15/2022	Plan check and inspection, MA5000 - 3001 Pinnacles Way		200.00
	122295		07/15/2022	Plan check and inspection, MA5000 - 3003 Pinnacles Way		200.00
	122296		07/15/2022	Plan check and inspection, MA5000 - 491 Russell Way		200.00
	122297		07/15/2022	Plan check and inspection, MA5000 - 493 Russell Way		200.00
	122298		07/15/2022	Plan check and inspection, MA5000 - 495 Russell Way		200.00
	122299		07/15/2022	Plan check and inspection, MA6000 - 497 Russell Way		200.00
	122300		07/15/2022	Plan check and inspection, MA6000 - 481 Russell Way		200.00
	122301		07/15/2022	Plan check and inspection, MA6000 - 483 Russell Way		200.00
	122302		07/15/2022	Plan check and inspection, MA6000 - 485 Russell Way		200.00
	122303		07/15/2022	Plan check and inspection, MA6000 - 487 Russell Way		200.00

Payment Register - 7.22.2022

Bank Account: 905 - Chase - Checking
Batch Date: 07/22/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	122304		07/15/2022	Plan check and inspection, MA6000 - 489 Russell Way		200.00
	122305		07/16/2022	Plan check and inspection for 299 Carmel Bldg O		200.00
Check	07/22/2022	100360	Accounts Payable	Carrot-Top Industries		389.22
	Invoice		Date	Description		Amount
	INV106757		05/24/2022	POW-MIA Double Sided Flag		174.22
	INV108502		07/11/2022	POW-MIA Double Sided Flag		215.00
Check	07/22/2022	100361	Accounts Payable	Coffman Associates		1,482.00
	Invoice		Date	Description		Amount
	19GS04-11		06/30/2022	Marina Pen and Ink Alp Update		1,482.00
Check	07/22/2022	100362	Accounts Payable	Comcast		187.12
	Invoice		Date	Description		Amount
	06-14-22		06/14/2022	Teen Center Cable Fees		187.12
Check	07/22/2022	100363	Accounts Payable	Community Hospital of the Monterey Peninsula		27.00
	Invoice		Date	Description		Amount
	07-08-22		06/30/2022	Guarantor #12252 - June 2022		27.00
Check	07/22/2022	100364	Accounts Payable	CSG Consultants		39,554.06
	Invoice		Date	Description		Amount
	B220975		06/01/2022	Building Plan Review Services		23,375.06
	44109		06/10/2022	Marina Building Services FY 17-23		12,474.00
	44992		07/15/2022	Fuel & Fastners		3,705.00
Check	07/22/2022	100365	Accounts Payable	CSUMB		7,831.00
	Invoice		Date	Description		Amount
	612693		07/12/2022	OtterNet - Annual Network Svc Fee - July 1, 2022-June 30, 2023		7,831.00
Check	07/22/2022	100366	Accounts Payable	Dave's Repair Service		1,190.00
	Invoice		Date	Description		Amount
	34019		07/06/2022	Mandatory Testing		1,100.00
	33311DG		07/02/2022	Mandatory Inspection		90.00
Check	07/22/2022	100367	Accounts Payable	Diablo Engineering Group		2,379.30

Payment Register - 7.22.2022

Bank Account: 905 - Chase - Checking
Batch Date: 07/22/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	2245		07/07/2022	Consulting		2,379.30
Check	07/22/2022	100368	Accounts Payable	Emergency Vehicle Specialists		1,176.94
	Invoice		Date	Description		Amount
	14084		07/14/2022	Work done on Unit 5400		1,176.94
Check	07/22/2022	100369	Accounts Payable	Enterprise Rent-A-Car - EAN Services, LLC		296.07
	Invoice		Date	Description		Amount
	30001755		05/31/2022	Ofc. Davila		296.07
Check	07/22/2022	100370	Accounts Payable	Fastenal Company		660.48
	Invoice		Date	Description		Amount
	CASAL153752		06/30/2022	Shop Supplies		660.48
Check	07/22/2022	100371	Accounts Payable	FedEx		16.30
	Invoice		Date	Description		Amount
	7-806-34633		07/01/2022	Acct #3995-9218-6		16.30
Check	07/22/2022	100372	Accounts Payable	First Alarm		930.06
	Invoice		Date	Description		Amount
	695752		07/15/2022	Hangar Building 510 3240 Imjin Rd		460.77
	690850		06/15/2022	Building 524 761 Neeson Road		113.67
	690851		06/15/2022	Building 527, 741 Neeson Road		355.62
Check	07/22/2022	100373	Accounts Payable	fiserv		350.75
	Invoice		Date	Description		Amount
	Jun 2022		06/30/2022	Jun 2022 Merchant Fee		350.75
Check	07/22/2022	100374	Accounts Payable	Gavilan Pest Control		1,657.00
	Invoice		Date	Description		Amount
	0147148		07/01/2022	211 Hillcrest Ave Rodents		82.00
	0147149		07/11/2022	Pest Control at Station 2		90.00
	0146906		07/08/2022	781 Neeson Bldg 520 Rodents		75.00
	0146905		07/08/2022	781 Neeson Bldg 520 Squirrels		1,150.00
	0147220		07/13/2022	Preston Park/Squirrels		180.00

Payment Register - 7.22.2022

Bank Account: 905 - Chase - Checking
Batch Date: 07/22/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	0147150		07/13/2022	Shoemaker Pond		80.00
Check	07/22/2022	100375	Accounts Payable	Golden State Truck & Trailer Repair, Inc.		514.41
	Invoice		Date	Description		Amount
	W 35672		07/18/2022	Fire Department		514.41
Check	07/22/2022	100376	Accounts Payable	Heather Hardee		300.00
	Invoice		Date	Description		Amount
	MPD22-01		05/14/2022	Marina PD - Ruelas		300.00
Check	07/22/2022	100377	Accounts Payable	Home Depot Credit Service		33.41
	Invoice		Date	Description		Amount
	7-11-22		07/11/2022	Fence Repair PPW		33.41
Check	07/22/2022	100378	Accounts Payable	Johnson Associates		407.34
	Invoice		Date	Description		Amount
	485483		06/30/2022	PD Truck 815		407.34
Check	07/22/2022	100379	Accounts Payable	L.N. Curtis & Sons		2,067.64
	Invoice		Date	Description		Amount
	INV611312		07/06/2022	5 Gallon Pail Foam		2,067.64
Check	07/22/2022	100380	Accounts Payable	Language Line, LLC		163.43
	Invoice		Date	Description		Amount
	10566965		06/30/2022	Acct #9020101064		163.43
Check	07/22/2022	100381	Accounts Payable	Lexis Nexis Risk Solutions		150.00
	Invoice		Date	Description		Amount
	1308841-20220630		06/30/2022	Marina PD		150.00
Check	07/22/2022	100382	Accounts Payable	Marina Coast Water District		4,707.89
	Invoice		Date	Description		Amount
	000056036 063022		06/30/2022	2nd Ave/Divarty & Intergarrison		171.02
	000056037 063022		06/30/2022	2nd Ave		171.02
	000056095 063022		06/30/2022	2nd Ave		392.83
	000056099 063022		06/30/2022	9th Street West of 2nd Ave		180.46
	000056100 063022		06/30/2022	9th Street Irrigation Parcels L&M		585.82

Payment Register - 7.22.2022

Bank Account: 905 - Chase - Checking
Batch Date: 07/22/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	000056043 063022		06/30/2022	761 Neeson Road/Airport		193.30
	000056044 063022		06/30/2022	781 Neeson Road/Airport		155.54
	000056051 063022		06/30/2022	721 Neeson Road/Airport		188.58
	000056092 063022		06/30/2022	741 Neeson Road/Airport		1,285.36
	000056096 063022		06/30/2022	3271 Imjin Road/Airport		112.60
	000056097 063022		06/30/2022	3200 Imjin Road/Airport		504.01
	000056049 063022		06/30/2022	Imjin Rd (Irrigation/Backflow Accts)		199.34
	06-30-22 A		06/30/2022	Acct # 091 - 751 Neeson Rd Bldg #526		155.54
	06-30-22 B		06/30/2022	Acct # 014874 000 - 289 12th St		130.85
	000056041 06/30/		07/20/2022	Water usage at Station 2		281.62
Check	07/22/2022	100383	Accounts Payable	Marina Collision Repair Inc.		1,591.05
	Invoice		Date	Description		Amount
	11900		06/16/2022	CSO Truck		1,591.05
Check	07/22/2022	100384	Accounts Payable	Martin's Irrigation Supply		538.47
	Invoice		Date	Description		Amount
	615206		07/13/2022	Irrigation V.D. Park		538.47
Check	07/22/2022	100385	Accounts Payable	Maynard Group Inc.		657.35
	Invoice		Date	Description		Amount
	IN2028202		07/01/2022	Acct #AC3746		657.35
Check	07/22/2022	100386	Accounts Payable	Microsoft		1,557.13
	Invoice		Date	Description		Amount
	E0700JK8JD		07/11/2022	Citywide MS Office 365 - July 2022		48.00
	E0700JK8JE		07/11/2022	Citywide MS Office 365 - July 2022		261.87
	E0700JK7C7		07/11/2022	Citywide MS Office 365 - July 2022		1,140.42
	E0700JKF4E		07/11/2022	Citywide MS Office 365 - July 2022		33.29
	E0700JKAML		07/11/2022	Citywide MS Office 365 - July 2022		73.55
Check	07/22/2022	100387	Accounts Payable	Monterey Bay Office Products		2,866.34
	Invoice		Date	Description		Amount
	476409214		07/01/2022	City Hall Copier Lease - July 2022		380.20
	475692687		06/24/2022	Acct #598296		2,486.14
Check	07/22/2022	100388	Accounts Payable	Monterey County Peace Officers		1,120.00

Payment Register - 7.22.2022

Bank Account: 905 - Chase - Checking
Batch Date: 07/22/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
				Association		
	Invoice		Date	Description		Amount
	2022043R		07/04/2022	Marina PD - June 2022 Range Use		1,120.00
Check	07/22/2022	100389	Accounts Payable	Monterey Tire Service		1,347.11
	Invoice		Date	Description		Amount
	1-107057		07/01/2022	Tire Repair for 5404		27.46
	1-107230		07/15/2022	Unit 551		849.10
	1-107203		07/12/2022	unit 894 4 Tires Installed		470.55
Check	07/22/2022	100390	Accounts Payable	National Recreation & Park Association		675.00
	Invoice		Date	Description		Amount
	08-31-22		07/13/2022	membership fees		675.00
Check	07/22/2022	100391	Accounts Payable	New Image Landscape Co.		2,140.00
	Invoice		Date	Description		Amount
	138563		06/30/2022	Landscape Maintenance for June 2022		2,140.00
Check	07/22/2022	100392	Accounts Payable	Newton Bros. Tire & Auto		120.00
	Invoice		Date	Description		Amount
	433191		05/27/2022	Police Car 820		120.00
Check	07/22/2022	100393	Accounts Payable	Nextel Communications - Sprint		65.70
	Invoice		Date	Description		Amount
	866147022-238		06/22/2022	Rec Dept Cell Phone Bills		65.70
Check	07/22/2022	100394	Accounts Payable	Office Depot		347.46
	Invoice		Date	Description		Amount
	248797412001		07/11/2022	Office Supplies-Finance		55.39
	252515472001		07/07/2022	Office Supplies-Finance		34.28
	248775238001		07/11/2022	Office Supplies-Finance		257.79
Check	07/22/2022	100395	Accounts Payable	Office Depot		290.49
	Invoice		Date	Description		Amount
	252662178001		07/01/2022	Office Supplies/Building		74.60
	255521205001		07/13/2022	Office Supplies/Building		92.63

Payment Register - 7.22.2022

Bank Account: 905 - Chase - Checking
Batch Date: 07/22/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	252680781001		07/04/2022	Office Supplies/Building Stamp		29.49
	251438443001		07/06/2022	Office Supplies/Building		93.77
Check	07/22/2022	100396	Accounts Payable	Pacific Gas & Electric		2,203.29
	Invoice		Date	Description		Amount
	347-0.JUL22		07/11/2022	3263 Imjin Rd Bldg 519		469.38
	608-2.JUN22		06/10/2022	Gas & Electric at Station 2		848.61
	608-2.JUL22		07/12/2022	Plan check and inspection for 299 Carmel Bldg O		885.30
Check	07/22/2022	100397	Accounts Payable	Quill Corporation		584.05
	Invoice		Date	Description		Amount
	25991193		06/24/2022	Acct # 7474999		315.33
	25990654		06/24/2022	Acct # 7474999		268.72
Check	07/22/2022	100398	Accounts Payable	Raul Aguilar		250.00
	Invoice		Date	Description		Amount
	07-16-22 vd		07/16/2022	Vince DiMaggio Refund		250.00
Check	07/22/2022	100399	Accounts Payable	Rizelle Custodio		250.00
	Invoice		Date	Description		Amount
	07-09-22 vd		07/09/2022	Rental Refund - Vince DiMaggio		250.00
Check	07/22/2022	100400	Accounts Payable	Safety-Kleen Corp.		259.72
	Invoice		Date	Description		Amount
	89326329		07/13/2022	Solvent Tank		259.72
Check	07/22/2022	100401	Accounts Payable	Sentry Alarm Systems of America, Inc.		690.90
	Invoice		Date	Description		Amount
	2194933		07/15/2022	Cust # 1840 - 8/1/22 - 10/31/22		150.00
	2194932		07/15/2022	Cust # 1840 - 8/1/22 - 10/31/22		540.90
Check	07/22/2022	100402	Accounts Payable	South Coast Emergency Vehicle Service		7,388.25
	Invoice		Date	Description		Amount
	508679		06/29/2022	Marina Fire Department Annual Service		6,117.17
	508788		07/07/2022	Flowmeter, Foam Pro Hypro		1,271.08
Check	07/22/2022	100403	Accounts Payable	SpeakWrite		574.04

Payment Register - 7.22.2022

Bank Account: 905 - Chase - Checking
Batch Date: 07/22/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	fa4cbb2a		07/01/2022	Marina PD		574.04
Check	07/22/2022	100404	Accounts Payable	Suburban Propane		497.16
	Invoice		Date	Description		Amount
	1602-116403		07/01/2022	Corp Yard		497.16
Check	07/22/2022	100405	Accounts Payable	Tina Spruell		250.00
	Invoice		Date	Description		Amount
	06-25-22 vd		06/25/2022	Rental Refund - Vince DiMaggio		250.00
Check	07/22/2022	100406	Accounts Payable	Tri County Fire Protection		185.00
	Invoice		Date	Description		Amount
	HP58686		06/28/2022	Annual Extinguisher 208 Palm		185.00
Check	07/22/2022	100407	Accounts Payable	Bill Uretsky		1,332.18
	Invoice		Date	Description		Amount
	9170		06/29/2022	Marina PD - Rocha Alvarez Background		1,332.18
Check	07/22/2022	100408	Accounts Payable	Veritone, Inc.		5,000.00
	Invoice		Date	Description		Amount
	30716		05/12/2022	Marina PD		5,000.00
Check	07/22/2022	100409	Accounts Payable	Wellington & Rathie		5,200.00
	Invoice		Date	Description		Amount
	26189		07/11/2022	Marina Municipal Airport Matters - May 2022		200.00
	26194		07/11/2022	Public Records Act Request - May 2022		980.00
	26190		07/11/2022	General Matters - May 2022		560.00
	26193		07/11/2022	Misc Personnel Matters - May 2022		260.00
	26192		07/11/2022	Land Use & Operations - May 2022		2,220.00
	26191		07/11/2022	Joby Aero Inc - May 2022		360.00
	26195		07/11/2022	Abrams Park-Marina Height-Sea Haven - May 2022		220.00
	26196		07/11/2022	Wellington & Rathie May 2022		400.00
Check	07/22/2022	100410	Accounts Payable	William A. Thayer Construction, Inc		28,398.88
	Invoice		Date	Description		Amount

Payment Register - 7.22.2022

Bank Account: 905 - Chase - Checking
Batch Date: 07/22/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2022-10-02		07/08/2022	Fire Station 3 Reroof		28,398.88
Check	07/22/2022	100411	Accounts Payable	Zoom Imaging Solutions		520.53
	Invoice		Date	Description		Amount
	IN2767352		06/26/2022	Acct #SOS-CIT1600-Z		520.53
Check	07/22/2022	100412	Accounts Payable	Cheryl Kent		660.00
	Invoice		Date	Description		Amount
	2022-90		07/12/2022	Code Enforcement Investigations		660.00
EFT	07/22/2022	2435	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	4,203.75
	Invoice		Date	Description		Amount
	22-14		07/14/2022	Service 7/1-14/2022		4,203.75
905 Chase - Checking Totals:				Transactions: 65		$167,049.01

Checks:	64	$162,845.26
EFTs:	1	$4,203.75

Marina, CA LIVE

Payment Batch Register

Bank Account: 905 - Chase - Checking

Batch Date: 07/29/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	07/29/2022	100413	Accounts Payable	Ace Hardware		68.74
	Invoice		Date	Description		Amount
	082302		06/16/2022	Cust. # 116		6.54
	082426		07/04/2022	Cust. #116		40.37
	082483		07/12/2022	Cust. # 116		21.83
Check	07/29/2022	100414	Accounts Payable	Ace Hardware		12.02
	Invoice		Date	Description		Amount
	082577		07/22/2022	Preston Park		12.02
Check	07/29/2022	100415	Accounts Payable	Alliant Insurance Services		100.00
	Invoice		Date	Description		Amount
	2015595		07/06/2022	MARINA0-01		50.00
	2015603		07/06/2022	MARINA0-01		50.00
Check	07/29/2022	100416	Accounts Payable	Andersen's Lock & Safe, Inc.		348.45
	Invoice		Date	Description		Amount
	42649		07/25/2022	Fire King Medeco Lock		348.45
Check	07/29/2022	100417	Accounts Payable	AT & T		758.03
	Invoice		Date	Description		Amount
	07-14-22		07/14/2022	Acct #831 384-7723 454 4		758.03
Check	07/29/2022	100418	Accounts Payable	AT & T		213.14
	Invoice		Date	Description		Amount
	000018497727		07/15/2022	BAN #9391023478		46.06
	000018485459		07/13/2022	BAN #9391023434		167.08
Check	07/29/2022	100419	Accounts Payable	Ben's Motorcycle Works		1,927.56
	Invoice		Date	Description		Amount
	7579		05/21/2022	PD 803AA		1,927.56
Check	07/29/2022	100420	Accounts Payable	Branch's Janitorial		4,945.82
	Invoice		Date	Description		Amount
	228446		07/25/2022	Custodial Service for July 2022		2,886.35

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 07/29/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	228445	07/25/2022	Custodial Services for July 2022		2,059.47
Check	07/29/2022	100421 Accounts Payable	Cheryl Kent		1,200.00
	Invoice	Date	Description		Amount
	2022-95	07/21/2022	Code Enforcement Investigations		1,200.00
Check	07/29/2022	100422 Accounts Payable	Comcast		187.21
	Invoice	Date	Description		Amount
	07-14-22	07/14/2022	Teen Center Cable Fees		187.21
Check	07/29/2022	100423 Accounts Payable	CSG Consultants		52,194.50
	Invoice	Date	Description		Amount
	45105	07/15/2022	Locke Paddon CFD		990.00
	45106	07/15/2022	Phase 1C CFD		660.00
	45108	07/15/2022	Imjin Widening (#401)		2,805.00
	45109	07/15/2022	Salinas Ave Widening		165.00
	45110	07/15/2022	Local Roadway Safety Plan		495.00
	45111	07/15/2022	PFIF Update		165.00
	45113	07/15/2022	Staff Augmentation		990.00
	45114	07/15/2022	RWQCB		330.00
	45115	07/15/2022	TAMC		330.00
	45116	07/15/2022	Sea Haven Phase 3 Map/Plan Review		4,702.50
	45117	07/15/2022	Sea Haven Phase 3A Inspection		2,451.00
	45118	07/15/2022	Sea Haven Phase 5A Inspection		1,068.00
	45119	07/15/2022	Marina Station		330.00
	45120	07/15/2022	Dunes Phase 2 East		1,692.00
	45121	07/15/2022	Dunes Phase 2 West		789.00
	45122	07/15/2022	Dunes Op Site 1A		2,590.00
	45123	07/15/2022	Dunes Phase 3 West		1,815.00
	45124	07/15/2022	Hampton Inn (120 Reservation Road)		165.00
	45125	07/15/2022	Sea Haven Inspection Phase 3B		1,032.00
	45126	07/15/2022	Sea Haven Phase 4 Map/Plan Review		5,125.00
	45127	07/15/2022	Seascrest Apartments 3108 Seacrest Ave		165.00
	45128	07/15/2022	Dunes Phase 1B Promenade		3,825.00
	45129	07/15/2022	Via Del Mar Subdivision (3320 Abdy Way)		1,419.00
	45130	07/15/2022	Sea Haven Phase 4 Rough Grading		9,675.00

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 07/29/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	45131	07/15/2022		Home2 Suites By Hilton		1,935.00
	45132	07/15/2022		Quick Quack Carwash		6,486.00
Check	07/29/2022	100424	Accounts Payable	East Bay Tire Co.		174.78
	Invoice	Date		Description		Amount
	1853245	07/25/2022		Fire Engine 5412		174.78
Check	07/29/2022	100425	Accounts Payable	Emergency Vehicle Specialists		3,000.00
	Invoice	Date		Description		Amount
	13972	06/07/2022		New Patrol Vehicle Paint - Charger Vin#68879		3,000.00
Check	07/29/2022	100426	Accounts Payable	Fairbank,Maslin,Maullin,Metz & Assoc.		29,750.00
	Invoice	Date		Description		Amount
	240742	07/25/2022		City of Marina 2022 Issues Survey - Complete Billing		29,750.00
Check	07/29/2022	100427	Accounts Payable	First Alarm		795.06
	Invoice	Date		Description		Amount
	690848	06/15/2022		Alarm Monitoring - 209 Cypress Ave - July-Sept 2022		197.01
	690849	06/15/2022		Alarm Monitoring - Corp Yard - July-Sept 2022		333.87
	693283	07/15/2022		Alarm Monitoring - City Hall - Aug-Oct 2022		118.02
	694465	07/15/2022		Alarm Monitoring - 327 Reindollar Ave - Aug-Oct 2022		146.16
Check	07/29/2022	100428	Accounts Payable	Formation Environmental, LLC		1,037.50
	Invoice	Date		Description		Amount
	7100	06/26/2022		180/400 Foot Aquifer GSP:Task 09		1,037.50
Check	07/29/2022	100429	Accounts Payable	Goldfarb & Lipman		10,550.76
	Invoice	Date		Description		Amount
	146052	07/21/2022		General Files - June 2022		8,672.00
	146053	07/21/2022		Marina Heights - June 2022		416.00
	146054	07/21/2022		The Dunes - June 2022		1,462.76
Check	07/29/2022	100430	Accounts Payable	HF&H Consultants		19,375.00
	Invoice	Date		Description		Amount
	9719404	07/11/2022		Rate Analysis		19,375.00
Check	07/29/2022	100431	Accounts Payable	Home Depot Credit Service		3,625.50

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 07/29/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	07-13-22		07/13/2022	Home Depot/Public Works/Corp Yard		3,625.50
Check	07/29/2022	100432	Accounts Payable	J & M Aircraft Supply, Inc.		302.41
	Invoice		Date	Description		Amount
	42643		07/19/2022	Airport Lighting		302.41
Check	07/29/2022	100433	Accounts Payable	Julia Sanchez		250.00
	Invoice		Date	Description		Amount
	07-24-22 vd		07/24/2022	Rental Refund - Vince DiMaggio		250.00
Check	07/29/2022	100434	Accounts Payable	Marina Coast Water District		4,871.30
	Invoice		Date	Description		Amount
	000056014 070722		07/07/2022	3200 Del Monte Blvd		1,830.52
	000056086 070722		07/07/2022	Crescent Ave/Sirena Del Mar Irrigation		27.26
	000056085 070722		07/07/2022	Crescent/Whitney Irrigation		27.26
	000056015 070722		07/07/2022	Corner of Cardoza & Dolphin Circle		60.52
	000056034 070722		07/07/2022	3240 De Forest Road		403.37
	000056030 070722		07/07/2022	Crescent Ave/Reser Rd/Ramada Inn		36.77
	000056087 070722		07/07/2022	Crescent Ave/Costa Del Mar Irrigation		27.26
	000056008 070722		07/07/2022	Reservation & Del Monte		27.26
	000056025 071522		07/15/2022	327 Reindollar Ave		69.16
	000056027 071522		07/15/2022	Calif Ave at Reindollar		36.77
	000056007 071522		07/15/2022	Calif Ave/North of 3rd		89.02
	000056094 072122		07/21/2022	2660 5th Ave		426.66
	000056021 071522		07/15/2022	Reservation Rd/By 290-308 Reservation		44.07
	000056017 071522		07/15/2022	208-A Palm Ave		80.86
	000056020 071522		07/15/2022	304 Hillcrest Ave		111.02
	000056019 071522		07/15/2022	211 Hillcrest Ave		1,026.63
	000056018 071522		07/15/2022	208 Palm Ave		281.48
	000056001 071522		07/15/2022	209-13 Cypress Ave		102.85
	000056024 071522		07/15/2022	Del Monte/Palm		89.02
	000056022 071522		07/15/2022	Reservation/Marina Auto Stereo/Irrigation		36.77
	000056016 071522		07/15/2022	Reserv Rd & Seacrest Ave-Next to Fire Hyd		36.77
Check	07/29/2022	100435	Accounts Payable	Monterey County Animal Services		9,300.00

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 07/29/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/29/2022	100436	Accounts Payable	Monterey Regional Waste Management District		110.25

Invoice	Date	Description	Amount
7/20/2022	07/20/2022	4th Qtr FY 2021-22	9,300.00

Invoice	Date	Description	Amount
3643749	07/21/2022	Salinas Ave East	22.05
3643847	07/21/2022	Salinas Ave East	33.75
3643753	07/21/2022	Salinas Ave East	26.55
3643876	07/21/2022	Salinas Ave East	27.90

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/29/2022	100437	Accounts Payable	MuttMitt - ZW USA Inc.		1,196.14

Invoice	Date	Description	Amount
496952	07/25/2022	Mutt Mitt Replacement	1,196.14

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/29/2022	100438	Accounts Payable	MyFleetCenter - Wisconsin Quick Lube		113.46

Invoice	Date	Description	Amount
36764426	07/20/2022	1501215 Cheif's	113.46

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/29/2022	100439	Accounts Payable	Frank Reyes, Jr.		24,864.00

Invoice	Date	Description	Amount
222175	07/20/2022	General Representation - June-July 2022	11,197.00
222177	07/20/2022	Personnel Matters - June 2022	592.50
222176	07/20/2022	City Council Meetings	4,305.50
222173	07/20/2022	Contract Matters - June-July 2022	7,821.00
222174	07/20/2022	PRA Matters - June-July 2022	948.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/29/2022	100440	Accounts Payable	Office Depot		388.76

Invoice	Date	Description	Amount
251995037-1	07/15/2022	Office Supplies - HR Office	190.82
251995035001	07/15/2022	Office Supplies - HR Office	197.94

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/29/2022	100441	Accounts Payable	Office Depot		31.13

Invoice	Date	Description	Amount
255532803001	07/14/2022	Office Supplies	31.13

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/29/2022	100442	Accounts Payable	Pacific Gas & Electric		23,354.72

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 07/29/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	694-1.JUL22		07/12/2022	721 Neeson Rd Bldg 533		1,128.03
	098-7.JUL22		07/12/2022	761 Neeson Rd Bldg 524		7,618.79
	451-7.JUL22		07/11/2022	3271 Imjin Road Utilities B554		194.12
	103-6.Jul22		07/13/2022	3200 Imjin Rd		14,314.70
	533-8.JUL22		07/19/2022	PG&E - 2253666533-8		99.08
Check	07/29/2022	100443	Accounts Payable	Quill Corporation		271.19
	Invoice		Date	Description		Amount
	26307941		07/12/2022	Records		271.19
Check	07/29/2022	100444	Accounts Payable	Regional Government Services		153.00
	Invoice		Date	Description		Amount
	13771		06/30/2022	Joby Aviation June 2022		153.00
Check	07/29/2022	100445	Accounts Payable	Rincon Consultants, Inc.		16,408.25
	Invoice		Date	Description		Amount
	40738		07/14/2022	DVSP		16,408.25
Check	07/29/2022	100446	Accounts Payable	Rosenbauer Minnesota, LLC		1,874.73
	Invoice		Date	Description		Amount
	68080		07/21/2022	Change orders for the 21-01 Rosenbauer Engine		1,874.73
Check	07/29/2022	100447	Accounts Payable	Salinas Valley Ford		1,721.58
	Invoice		Date	Description		Amount
	92169		07/20/2022	15 Ford F250		587.37
	92038		07/18/2022	Airport Ford F250		444.12
	91897		07/14/2022	Ford F250 2003 Airport		690.09
Check	07/29/2022	100448	Accounts Payable	Save The Whales		13,424.71
	Invoice		Date	Description		Amount
	5/Year 9		07/14/2022	Storm Water Program NPDES (6/1/22-6/30/22		13,424.71
Check	07/29/2022	100449	Accounts Payable	Sierra Springs & Alhambra		107.35
	Invoice		Date	Description		Amount
	14225799 071322		07/13/2022	209 Cypress Ave		107.35

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 07/29/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/29/2022	100450	Accounts Payable	Tartaglia Engineering		34,682.00
	Invoice		Date	Description		Amount
	09CCP_2021		01/18/2022	Extend Taxiway B East to Threshold of Runway 29		34,682.00
Check	07/29/2022	100451	Accounts Payable	Tevita Tulua		250.00
	Invoice		Date	Description		Amount
	07-23-22 vd		07/23/2022	Rental Refund - Vince DiMaggio		250.00
Check	07/29/2022	100452	Accounts Payable	Underground Service Alert - USA North 811		1,089.59
	Invoice		Date	Description		Amount
	2022120045		07/20/2022	811 Dig		1,089.59
Check	07/29/2022	100453	Accounts Payable	Verizon Wireless		641.64
	Invoice		Date	Description		Amount
	9911477111		07/18/2022	PW Verizon Phone Bill 061922-071822		641.64
Check	07/29/2022	100454	Accounts Payable	Wallace Group, Inc.		19,050.67
	Invoice		Date	Description		Amount
	55660		02/21/2022	Hayes Circle Two Lot Transfer		16,320.17
	56211		05/28/2022	Hayes Circle Two Lot Transfer		1,087.50
	55302		01/14/2022	MLK Sculpture		160.25
	55150		12/20/2021	MLK Sculpture		1,482.75
Check	07/29/2022	100455	Accounts Payable	William A. Thayer Construction, Inc		3,847.39
	Invoice		Date	Description		Amount
	2022-10-02 Bal		07/08/2022	Fire Station 3 Reroof Balance		3,847.39
Check	07/29/2022	100456	Accounts Payable	Marina Employees Association		130.00
	Invoice		Date	Description		Amount
	07-22-22		07/22/2022	24 - MEA Dues		130.00
Check	07/29/2022	100457	Accounts Payable	Marina Professional Fire Fighters Association		300.00
	Invoice		Date	Description		Amount
	07-22-22		07/22/2022	35 - MPFFA Dues		300.00
Check	07/29/2022	100458	Accounts Payable	Premier Access Insurance		1,030.00

Payment Batch Register

Bank Account: 905 - Chase - Checking
Batch Date: 07/29/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	08-01-22		08/01/2022	101 - Dental EE+1*		5,587.36
	08-01-22.		08/01/2022	Dental Claim (08/2022)		(4,557.36)
Check	07/29/2022	100459	Accounts Payable	Vision Service Plan		1,938.85
	Invoice		Date	Description		Amount
	08-01-22		08/01/2022	103 - Vision EE*		1,825.60
	08-01-22.		08/01/2022	VSP Adjustment (08/2022)		113.25
EFT	07/29/2022	2452	Accounts Payable	Wex Bank	071000288 / 4539508	417.85
	Invoice		Date	Description		Amount
	81683633		06/23/2022	City of Marina - June 2022		107.32
	82484577		07/23/2022	City of Marina - July 2022		310.53
EFT	07/29/2022	2453	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	250.00
	Invoice		Date	Description		Amount
	07-22-22		07/22/2022	23 - MPOA Dues		250.00
EFT	07/29/2022	2454	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,350.00
	Invoice		Date	Description		Amount
	07-22-22		07/22/2022	25 - POA Dues		1,350.00
905 Chase - Checking Totals:				Transactions: 50		$293,985.04

Checks:	47	$291,967.19
EFTs:	3	$2,017.85

DRAFT

Agenda Item: **8b(1)**
City Council Meeting of
August 3, 2022

MINUTES

Tuesday, July 12, 2022, **6:00 P.M. Open Session**

SPECIAL 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 accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2022-48, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of April 30, 2022, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). 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/

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: Cristina Medina Dirksen, David Burnett, Lisa Berkley, Mayor Pro-Tem/Vice Chair Kathy Biala, Mayor/Chair Bruce C. Delgado

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

4. OTHER ACTION:

   a. City Council hold Discussion and Direction Regarding Consideration of Potential General Obligation Bond Measure Options on the November 8, 2022 Ballot

Council Questions: Of the 301 do you do any kind of analysis on the demographics, or the is it that cross-section like by race, age, socioeconomic status? Is there any regard to property? ownership? home ownership? Who selected the 301 participants of the survey? How did you determine whether it

was a renter, or a homeowner? 301 doesn't sound like a lot when you're trying to represent various ethnicities so, and political parties and home ownership, etc. So, you know, you might get 5 Filipino homeowners and 3 Filipino renters? Is that enough to represent Filipinos to know what they're thinking, or republicans? Do you feel I mean, is it statistically significant that you got 95% confidence, etc.? How many of the 301 surveys were done by phone, approximately? What language where the phone and email surveys provided in? Do you find any weakness in these surveys when they're English only? So, if we're going to try to be successful with a bond, to build a fire station, or whatever facility I guess we would be reminding people that what we heard from them was that improving emergency services was critical, and that this is one way, this is one of the best ways we have to do that is, that is that true that we want to try to link those 2? if we go ahead with 75 words onto the ballot that we put the words in, that talk about outcomes? Did your company fashion these questions based on what was spoken at our public meetings? So is there any case in which that the these concrete projects when you identify them like this they seem like they would always have more controversy because You're forcing the evaluator to say, Oh, do I really need you know what a senior center do I really need you know our city hall to be So I mean it's going to just generate less of an impact I would think, than always saying, the broader categories of the objectives is, am I perceiving that correctly? On the Response Time, Medical and Quality of Life - after you've done your analysis did you go back or reflect on the language that's used to categorize you know convincing very convincing? Opposition of Ballots Measure – is this consistent with other jurisdictions, other cities, that kind of the same pattern that you would see in your surveys generally? So, do we need the 50% plus one for this to pass? On the total no questions and strategy that you use in a bond measure like ours, what kind of opposition would typically raise like $200,000? who would these kinds of people or groups be? So, you gave us a ballpark figure of those who would be opposing, did you give us any figures of how much a city our size to get over that threshold of those numbers that were leaning no, or whatever? Do you have neat idea of what a city our size would have to spend, or and or an independent committee on our behalf, or unions, or anybody else? And some of those estimates would they include just overall in your experience and understanding how bond measure work or messaging messages work polling mid campaign? you gave us the sampling of the tax on the business license tax, which was successful, correct? Did you take a look at any of our unsuccessful campaigns, such as our Utility Users Tax or any that failed give similarities? do we have to just decide the level of bond that we are going to move forward on, or do we have to decide the facilities that go into that bond? It was mentioned during the discussion that it's possible to create a 30-year bond that has just this kind of thing embedded in it, where the collective community growth then pulls down the tax rate correct? When we talk about police, we're thinking about it in as a complex with City Hall and a civic center kind of whatever that civic center is going to turn out to be, that is kind of what we're moving towards correct? If we were to not go for spending on a new facility, how much do we have to sink into these just to make it safe and compliant with ADA? When you 5-7 million, towards which buildings would that money go? Is the planning and Annex an additional cost? So, with the planning/Annex, the City Council, City Hall police, is it roughly 9 to 10 million? We're talking about the cost of the bond and generalities can you at least say what percentage is, cost of the bond? Bond Structuring, so the way that it would translate to our residents is that they would have sort of a tiered or incremental increase as opposed to all at once? If the rates are dependent on the total amount of properties, and as Marina grows and more properties coming on board and therefor the rates can go down, correct? Should the city try for a smaller bond this year and then go for a larger one the following year? City liability on city response times, Is it safe to say that we have no liabilities if something should happen and we knew upfront that we don't have the facilities we don't have the ladder truck? How soon could we do a special election if that was the direction we wanted to go in? So, if we were to, regardless of this coming November, or to do a special election, is it possible, Lane, for us to send out a couple of rounds of mailers in multiple languages explaining to the voters why we Would like to do this? On the different tiers of the annual or monthly, could they choose to decide if they wanted to pay it in one

lump sum annually or if they wanted to pay it out monthly? Is there a way to include a hardship waiver if people cannot afford a bond measure? would it be feasible to set up for the city to set up some kind of a loan or payment plan for people if they can't afford it?

Public Comments:

- Denise Turley – Hi! Thank you. So, first, just general comment. Fortunately, in this scenario, you ain't going to have the labor unions against you, because, hello, police and firefighters, they want a better place to work and live in, so that should definitely be on your side. Any chance that you would give a very fast thumbnail sketch of what you get at the lower amount of money versus the higher amount of money, although the needs are there, and they are great? And then just a bit of background. So, you are you are obviously more renters vote than…so that one question where you asked about protecting people and holding or increased values to Marina homeowners, I will tell you that if you ask most renters, they don't give a rat's fat about homeowners, they're renters. so, I can see that that's a 2-edge sword, because you're subliminally trying to say, "hey homeowners, this will help you vote for that" anyway. So those are my those are my comments on that. Anyway, gentlemen, thank you for being here tonight. It's important to have this discussion so that we can make a decision on this matter. Thank you.
- Liz Billingsley – Yeah, I have a question. If you lower the $60 from 100 to $60 wouldn't that bring up our the length of the bond issue? How does that work? You said 100 bucks for a 100,000, per house. Okay. So if you lower down to $60 to 100,000, the taxes, then wouldn't that throw off the bond issue, I mean the bond, the time to pay it back? And then another thing: How much is the bond gonna cost us? Do we pay a taxes on that? I mean, not taxes but fees on that money, or what? Well, that would be it. But I would I still would go with the 60, unless it's gonna cost us more for the bond, you know, to be paid back. But how many people can afford a $100 per 100,000? In my case it would be over $500 plus what I'm paying now, that would be an addition. It would come over $1,000 a year. And we have too, many senior citizens and widows in this city that I don't think they could really afford that. I'm honest with you guys you know, but I would love to see all these things come to fruition, you know, and be built, and all of that. But that that telling you it's going to be a hard group to hold. Thank you, and you all have a nice evening,
- Les Martin – Yeah. This this measure I totally supported. the point. The last lady made about the cost is a very important point. I mean the homes hereat the dunes or over at sea Haven they're starting at a 1 million dollars now, so those people are going to multiply that $70 a month times 10, just to start. I already pay over $10,000 a year in property tax that'll make it closer to 11. I still would support it because I think the needs are so important. I don't understand totally the mechanics of how many years are we going to be paying for this bond? The kind of question the last lady was just asking about, I think, and some of those similar kinds of questions. For what term are we going do that? And then also I assume that you had a specific list of project that total $50 million, like $10 million for a fire station, $5million for police station. Now, I'm just wondering or was your vision that you're going to have $50 million dollars for you guys to decide how to use down the road on these different visions, on these different problems? Another question I had on that is, how did you see this money getting spent? All at once for $50 million dollars? I kind of say to myself, why am I paying for every facility that needs to be replaced over the last 50 years when we didn't do anything for the past 50 years and now we're going to come in with some major tax payment each month, because we have to do everything at once, or should we go for one of the lower rate bonds and then do something now and then plan to do something again later on? So, I don't know. I think you need definitely need to target something that's going to get a get approved. I would support it. I'd just like to know more details. Are these, you know the cost of these facilities are they really laid out? You got a really detailed plan or no you haven't done even preliminary infinite planning yet? So again, good luck on it's very good discussion tonight.

Excellent brief. I would have thought you wanted to say, I want a fire station for this much but listen to your brief well, maybe that's not the best strategy. But I do think the undecided are going to make you win or lose, and that's going to require the good PR campaign that was discussed about earlier. So, thank you for this time to review your plan and give some input in. Thank you

- Alex Stewart – I just wanted to say that. yeah, I'm one of the people that thinks that the city is going in the right direction. It's interesting listening to this meeting tonight, because it seems like the poll firm and the and the methods that being used, you know, kind of like manipulation when you guys use language. I said, I, you know when people that likes the direction the city's going talking about the polling. It seems like the methods that the pollsters used, I don't like some of the languages that you guys use about trying to, it almost sounds like manipulation, you know, trying to sell this thing, you know, by turning up the heat through motion and raising the level of concern it sounds like scare tactics kind of, you know, to changing the language. But when it comes down to the bottom line, yeah, we need a lot of things, but it also comes down to money. Somebody like me who you know I work for 40 years in commercial printing class, but it was a trade job they didn't have any pension to retirement. I live off social security. All of our homes are closing in on being $1-million-dollar homes and a $1,000 a year for bond would be 5% of my income and that doesn't sound good. I see these new hotels going up, and I'm assuming they're getting a lot of taxes from them. So yeah, the money part would be a hard sell for me. But it was a very good presentation, and thank you
- Jeff Markham – Thank you for the presentation. It's very clear. I think there's a lot of positives in it. for me that the perceived need is very clear. I think the trust in city governance is clear, but it seems very premature to me. I think this initiative is destined to fail unless there's a lot of money put in to try getting it to pass. So, the better thing, in my opinion, would be to do this to continue the conversation about what is needed and to fold it into the longer general plan update that's coming up very soon, and those are my comments. Thank you.
- Mark Sweeney – Thank you, Mayor, Council, members, members of the public. I'm the president of the Marina Professional Firefighters Association. I'll briefly speak on the needs of the city for a new fire station or new stations. First let me affirm much of what I will touch on is available on the city's website including in tonight's agenda in addition to the presentation made tonight. In it are small portions of the hard data collected during an outside study which, without a motion or hyperbole addressed the city's needs. Ideally fire stations are in centralized locations within the city. If you picture the hub of a wagon wheel with overlapping extremities, current Marina fire stations are not ideally located. One is to the far west side of the city, and one is to the far East side. Station. 2 which the proposed bond measure would go towards replacing is an antiquated and is and located at the far east side of the city on a remote part of a former army Airfield and was never intended to serve the city at the time it was built. We've used it as a stop gap to be able to house a second staffed fire engine, provide better service to the east side of town, and to increase the number of personnel responding to fires and other emergencies, although it remains understaffed. Fire engine access to the roadway from Station 2 is currently delayed by FAA required fencing and gates, which we have to wait to open. The station was originally built for army aviation, crash, rescue purposes, and absolutely no consideration was given, for obvious reasons, to the service to the city of Marina and its citizens. A fire service adage that second save minutes and minutes save lives is at play every time an emergency call is responded to from our current Station. 2. We are in a conundrum where a fully staffed second station is badly needed by the city, but the current Station, 2 location is coming up desperately short. The department is used, what was available, and has been fiscally responsible beyond what should be expected by the city by the citizens of Marina. The time has come to give our growing city the emergency services it deserves from its fire department. Our members are highly trained professionals, ready to answer the call, but we can only help after we arrive. Our response is hindered straight out of the gate

when we do it from a far from ideal location. For the city and its citizens, we encourage you to support any movement towards improved fire department response through a desperately needed replacement fire station. While a bond measure may be worded in a particular way, as discussed during this meeting, to sell the bond to the voters the statistics of the fire department response. times don't lie and aren't manipulated. It is a plain and simple fact that our service needs improvement, and the citizens deserve it. While you may have never needed to call 911 for help, and we hope you never do the seconds and minutes saved by your fire department responding from a properly located and designed fire station may save the lives of you, your loved ones or at the least your valuables. Members of your fire department will be at the National Night Out event on August second, and the Fire Department Open House on October eleventh, that was August, the second and October the eleventh, both of the Public Safety Building on Palm Avenue, near Del Monte Boulevard. I encourage you to speak to us. Your firefighters are always happy to discuss ways we can better serve the needs of your city. Thank you for your time

- Pat – Hi! my name is Pat. I think that the bucket is that we're being asked to vote on is too big. I think that all the needs are real but I think that it's kind of daunting for people to be paying for it all at once at this time with the inflation going up, the bond rates going up. I think that we should break it down to 3 needs lists. I think it should go with the fire station the City Center and the Recreational part. I think that people would find that a lot easier to swallow. I also think we need to be real clear with how the assessment is going to be made. Is the assessment going to be made on your tax bill? Or do they rather reassess your house and that's to be really clear? Some of the seniors, as somebody pointed out our limit on a $1,000 a month in social security. And this is going to be a big hit if it comes, whatever it is. So, I think those points have to be addressed and be addressed clearly. Thank you
- Brian McCarthy – Hello! Can you hear me? I thank you, Mayor, Members of the Council. First congratulations on the survey the results, I think really appeared to reflect pretty well on the job that you and Staff are doing, and you know, assuming that's truly representative, I think you and staff should really be proud of yourselves. It. It also seems to reflect that people understand the city kind of has great needs. And you know I guess I could break apart a lot of the comments that were made prior to most of which I actually very much agree with. You know, I do think there needs to be more. information that's disseminated. But I do want to talk a little bit about this idea of a $50 million versus a $30 million, and for me personally I would support the higher level and maybe not necessarily the lower level, because I don't wanna see the city go back to voters when more money is required. I join late so sorry if this was already discussed but as I talked to people one of the questions, I heard is is it possible to word the measure or have 2 valid measures? You know one that says, should the 50-level fail would you, support a 30-level so I guess that's a question for the Council and those are those are my comments. Like I said the needs are great and I think the $50 million is warranted and I hope that that's on the ballot for the voters to decide. Thank you
- Tommy Bolea – The survey results, can they be reviewed? I guess that's the first question. Can this bond money, if it does pass will it take care of new development other than government buildings like hotels, litigation matters that kind of thing? I'm just gonna go right to the question. Fires not a want it's a need so, let's don't let's don't move around that bush. What I've seen just riding around on my bicycle I documented quite a few things. So, if this does pass. I see multi-city agents, fire agencies on one fire, will, if this passes, and we have all the stuff in place what you guys want as far as our stations will the multi-agency go away? I guess that's an important question or would they still be there as a secondary source in case of a major fire or an earthquake? I notice we also in quality of life we brought up the cell service. I'm assuming is fire and police on cell service. I guess I need to know that you can either say yes, or no, or whatever on that, because that's based on that signal problem that we. Have one space, one point you're perfect another point you're totally

out of signal. And I guess there's more renters than owners, I guess landowners so, we documented that. So, were the landlord surveyed or renter surveyed in this survey? I guess that's kind of, because I think in all what's gonna happen, I think rents are gonna go up. If we pass it to the landlord, because they're the landowner and then when of course they're gonna have to raise the rent so I think that's gonna be detrimental on fixed income. But I would think that this that this whole bond thing should be on needs not wants. I know you want a new city building, but hey, you're growing exponentially and now you've created this balloon and I'm afraid what I see we have multi cities helping out with fires, again is that gonna go away or they're still there as a secondary, but we're gonna have additional staff and fire building? Because what I've seen so far, I mean I think that's real important. As far as quality of life no, no real senior center, no riding a horse to the beach, I mean I know we're talking about it but I wanna see all this stuff in my lifetime. It sounds like you wanna do all this but it's gonna be in for something that's gonna be in 20 to 25 years from now. So, you wanna tax me for something that's gonna happen later. I know some of the stuff you want is gonna happen right away but no senior center? Better food stores my god, you go to Watsonville and they have Safeway, Nob-Hill staff alike. I mean you go to Prunedale they have a Safeway. You go to Moss Landing, and you can ride your horse to the beach. I mean I see more things when I leave Marina. I come back like a tsunami warning system, I don't see that. Bridges that are not earthquake reinforced, I see that. I mean I could go on but at this point we're just gonna have to close it. Good evening.

- Liesbeth Visscher – Good evening, everybody. Instead of calling it scare techniques I would like to call it information. If residents are aware that response times for fire and for medical emergencies are longer than recommended, I think it would convince them to vote yes. I've said it before, if you'd ever needed to wait for a fire engine or an ambulance to arrive you would wish that they were around the corner from you, that they were really close by. Please provide as much information as possible, like the duration of the bonds, estimated cost to build an extra fire station, etc. And just like Brian, I've wondered whether the 2 different amounts could be put on the ballots, to see, you know if the higher one doesn't make it maybe the lower one would. And regarding rentals, landlords can deduct the expenses. I don't think it will cause a very large rent increase, but it would offer better services to tenants and homeowners. Thank you all very much for working on this. Have a good evening.
- John Laroco – Great presentation, great comments from the public. I live in Sea Haven, so I understand that the fees, the dues I think, in order to get something like this past it has to be 1) discussed and not thrown out there quickly. Lot of promotion on it, an understanding of timelines, where the money is going, how long it's, going to take for something to get built. Can there be a stepped approach where, say we it's a It's a 50 million or whatever. but you step up the taxes as you're using the money? Also, I think it's seriously hard to swallow for new residents specifically in the Dunes and Sea Haven area where you're talking about $10,000 to $14,000 a year that we're already paying. The question is, where is that additional funds from the new houses going to? Right that but that can potentially offset this. Because we're coming in with $12,000 already a year and you're tacking on another $1,500 to 2 grand a year. What happened to the first 12 grand? That's all I mean, I support this I think we should go forward, but I think we need to do it strategically, so that it doesn't get a vote of a no. That's all.
- Peter Le – Yes, good evening, yeah. and the member of City Council. I submit my comment in also in writing, and I send them to your email address. Now let get back to the proposed generation obligation bond and tax measure. The Deployment Analysis of Marina Fire Department that the City Council accepted in June 2021 states that 2, not 1, new fire stations are needed for the city. See Recommendation G as shown on Marina City Manager report. One for the southern areas of Marina that is located in the vicinity of Imjin Parkway and California Avenue at an estimated cost of 17 million dollars. The second new fire station for the northern areas of Marina that is located

on Del Monte Blvd in the vicinity of Vince DiMaggio Park at an estimated cost of 16 million dollars. At a previous City Council meeting Marina City Manager discussed these 2 new fire stations when he discussed the project costs and options for funding the proposed projects. But now the city only considers one new fire station for the southern Marina areas and eliminates consideration for the second new fire station serving the northern Marina areas in the proposed General Obligation bond. The city has not provided any oral or written explanation, or justification on the deletion of the second new fire station near Vince DiMaggio Park. Marina City Manager only said City would build this second new fire station when City has money in the future which could be 20 or 30 years from now. The mentioned Deployment Analysis of Marina Fire Department confirms that City of Marina has not provided equal fire protection service to the northern Marina areas for the last 47 years i.e. since 1975. Marina City Manager stated that the new fire station near Imjin Parkway will be the headquarter of the fire department. Since most fire personnel and equipment will move from the existing fire station on Palm Avenue to the new fire station near Imjin Parkway, the fire response time and the availability of a full fire crew from this new fire station to the northern Marina areas will be longer than currently exists. Marina City Council now asks Marina voters living in the northern areas to pay for the new fire station located near Imjin Parkway in south Marina that not only these residents don't receive equal benefits from this new fire station but also their existing fire protection service will be reduced and suffer longer response time. In approving only one new fire station near Imjin Parkway this City Council considers residents living in the southern areas as first-class citizens. And the rest of my comment is in my email, and I asked it. The man. The Council member read my comment. Thank you very much.

- Grace Silva-Santella – Thank you very much for the presentation tonight. I know that You've been spending a number of months discussing this, so I appreciate hearing the results of the survey. Of all my friends here, in Marina I know only of one person who actually did receive the survey, they received it as an email. So, here's just a couple of comments I have in what I heard tonight. If 80% of the calls to the fire department is medical related, could we not be looking at small substations that would address medical calls and not be looking at such a large brand-new fire station? Though I can certainly appreciate that a station positioned that the Marine Airport is not serving any of Marina's needs, certainly not the east side of Marina needs. I think that we need to do, if this Council hopes to pass this bond by a two-thirds voter approval, you're going to need to do a much better job of defining the community center. And I, as a 64-year-old married to a 71-year-old I would stay away from calling a facility a senior center, and instead be looking at verbiage like an active adult center. 100% of the money that will be raised in the taxation on this bond measure will be going back to the city. I think it's really important that this is something that you emphasize as a council, as you go out to push this measure. Unlike much of what's on our property taxes not a lot of it goes back to the city of Marina. This will go back to the city of Marina, 100% of it. I think you need to anticipate a possible backlash from our newest homeowners here in Marina, who will be paying substantially more for this bond than those of us who have lived in Marina for many, many years. Perhaps that won't happen and perhaps the newer homeowners will see the value of these improvements more than the older homeowners. Some months back it was my understanding that this bond measure was going to include funds to complete the sports complex and the aquatic center that are located on Second Avenue, is that no longer being considered? And then finally, I would have to say, I'm terribly disappointed that the respondents of 301 did not put up at 80%. the need to address mold, and asbestos in our City Hall. And I will tell the staff that's listening in right now I certainly do believe you need much improved facility, but I am very disappointed that we have postponed taking care of that problem for 40 plus years. Thank you very much.

BERKLEY/BIALA: THAT WE APPROVE PUTTING A BALLOT MEASURE FOR A $50 MILLION DOLLARS BOND ON THE NOVEMBER 2022 BALLOT; AND THAT AS PART OF THAT ESTABLISHING, SHOULD THE BALLOT MEASURE PASS, AN OVERSIGHT COMMITTEE MADE UP OF AN EQUAL NUMBER OF PROPERTY OWNERS AND RENTERS TO OVERSEE THE ALLOCATION OF THE FUNDS AND THE PROCESS, ADDITIONALLY THE MONIES WOULD GO TOWARDS FIRE STATION, CIVIC CENTER, SUCH CITY HALL WITH A NEW POLICE STATION, AND THAT WE ALSO HEAR IN OUR NEXT COUNCIL MEETING A DISCUSSION, OR POSSIBLY WHAT THE OPTIONS ARE FOR PROVIDING SOME KIND OF FINANCIAL ASSISTANCE OR RESIDENTIAL LOAN PROGRAM, SHOULD THERE BE A NEED. 5-0-0-0 Motion Passes by Roll Call Vote

5. ADJOURNMENT: The meeting adjourned at 9:48 P.M.

_____
Anita Sharp, Deputy City Clerk

ATTEST:

_____
Bruce C. Delgado, Mayor

DRAFT

Agenda Item: **8b(2)**
City Council Meeting of
August 3, 2022

MINUTES

Tuesday, July 19, 2022

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 accordance with California Government Code §54953(e)(1)(A) and (C) and the Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020, under the provisions of Government Code §8625 related to the COVID-19 (coronavirus) pandemic, consistent with recommendations by State and local health officials regarding social distancing and in order to prevent an imminent risk to the health and safety of attendees as determined in Resolution 2022-78, public participation in City of Marina City Council public meetings shall be electronic only and without a physical location for public participation until the earlier of May 31, 2022, or such time as the City Council may adopt a resolution in accordance with Government Code §54953(e)(3). 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/

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: Cristina Medina Dirksen, Mayor Pro-Tem/Vice Chair Kathy Biala, Mayor/Chair Bruce C. Delgado

   MEMBERS ABSENT: David Burnett (Excused); Lisa Berkley (Excused)

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. Labor Negotiations
   i. Marina Employee Association
   ii. Marina Professional Fire Fighters Association

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

b. Conference with Legal Counsel, Potential litigation, exposure to litigation per: "Conference with Legal Counsel – anticipated litigation, significant exposure to litigation pursuant to paragraph (2)(d) of CA Govt. Code sec. 54956.9 – One potential case

c. Real Property Negotiation
   i. Property: Commercial property at southeast corner of Del Monte Blvd. and Palm Avenue (APN 032-303-038) and residential property at Hayes Circle and 3rd Avenue (APN 032-303-039, a portion)
   Negotiating Party: George Powell
   Negotiator(s): City Manager
   Terms: Price and Terms

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

Heidi Quinn, City Attorney reported out Closed Session: Council met at 5:00 p.m. with the three items listed. In regard to all three items listed, Council received information, provided direction and no reportable action was taken.

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

5. SPECIAL PRESENTATIONS:
   a National Night Out Proclamation
   b Tahra Goraya, Monterey Bay Economic Partnership

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.*

- Sean Reese, Field Rep for NorCal Carpenters Union – Spoke about ensuring the future of our construction, industry, and our community that begins with the pre-qualification language of our local developments, hiring locally and ensuring proper healthcare benefits. Local hiring policies are needed. Commented on their apprenticeship programs. Hoping to have a sit-down with city staff.
- Mike Owen – Commented on SB330 streamline process and anxious about turning his application for the Tree Committee in anticipation that something might happen at the end of August. Spoke about the process for becoming a Tree Committee member and about development areas that will require trees to be removed.

- Tim Favalor, Field Rep for Local 605 – Wanted to discuss some building policies that would elevate labor construction standards and provide solid work operators for carpenters in our community and some of those policies include apprenticeships while also providing solid careers for workers in our community and help reduce greenhouse emissions.
- Tommy Bolea – Commented on the City going to the voters for a $50 million bond to construct new buildings versus using current fund to fix the issues with the buildings we already have. Noted the city should not leave the future generation in debt.

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 EFT's & Check Numbers 100268-100348, totaling $1,454,575.26
      Accounts Payable for Successor Agency Check Number 90, totaling $2,380.00

   b. MINUTES:

      (1) June 21, 2022, Regular City Council Meeting

      (2) July 6, 2022, 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. 2022-94**, regarding the Ralph M. Brown Act (California Government Code §§54950-54963, making certain findings; and authorizing the city to continue to implement remote teleconferenced public meetings of the City Council and its constituent bodies for the period July 22, 2022, through August 20, 2022.

   g. APPROVAL OF AGREEMENTS:

      (1) City Council consider adopting **Resolution No. 2022-95**, approving Public Improvement Agreements for the Terracina Project at the Dunes – Sites 1 & 2 between the City of Marina and USA Properties Fund, Inc., and; authorizing the City Manager to execute the Public Improvement Agreements on behalf of the City subject to final review and approval by the City Attorney.

(2) City Council consider adopting **Resolution No. 2022-96**, approving a contract with Rincon Consulting and Veronica Tam to provide urban planning services to complete the Sixth Cycle Housing Element for an amount not to exceed $300,000; and authorize the Finance Director to make necessary accounting and budgetary entries, and authorize the City Manager to execute a contract amendment on behalf of City with Rincon Consulting subject to final review by the City Attorney.

(3) City Council consider adopting **Resolution No. 2022-97**, approving the Animal Services Agreement between the City of Marina and the County of Monterey; and authorize Animal Services Agreement with the County of Monterey effective 07/01/2022 through 06/30/2024.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS:

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

(1) City Council consider adopting **Ordinance No. 2022-03**, approving Amendments to Title 17 of the Municipal Code by adding Sections 17.45.

(2) City Council consider adopting **Ordinance No. 2022-04**, approving Amending Chapter 17, Article 5, by adding a new section 17.49, "Low-barrier Navigation Center", to the Marina Municipal Code.

m. APPROVE APPOINTMENTS: None

Council Member Medina Dirksen had a question for item 8a – Wanted to know what the payment to Save the Whales was for.

DELGADO/MEDINA DIRKSEN: TO APPROVE THE CONSENT AGENDA. 3-0-0 (Burnett, Berkley)-0 Motion Passes by Roll Call Vote

9. PUBLIC HEARINGS:

a. City Council open a public hearing and consider adopting Resolution No, 2022-, approving the assignment of the Development Agreement related to the Marina Station Project to 3rd Millennium Partners; and read by title only and approve the first reading of Ordinance No. 2022-, approving the first amendment to the development agreement related to the Marina Station Project. ***Continued from June 21, 2022***

Public Comments:

- Les Martin – Noted the plan for this project looks fantastic and was impressed and building of affordable houses is something that needs to be done. Supports moving forward
- PK Diffenbaugh – Spoke as an individual as the MPUSD board hasn't taken any position on this project. This project will have a significant impact on the district in a variety of ways. Noted that currently about 20% of our student population qualifies as homeless under the McKinney Vento Act. A large percentage around 500 kids live in the city of Marina looking at the very low-income housing potentially I could see 80 plus students be able to have an affordable home and move out of homelessness would be probably the single greatest impact of the project. Need housing for

teachers as well under the moderate-income. Asked that you take that seriously into your consideration and hopeful that you'll move forward tonight.

- Tommy Bolea – Asked how many renters versus homeowner were? Is there a ratio or these are going to be more homeowners or more renters? How long are the deed restriction in place for? Noted the current local schools look like an airport with all the cars. Wondered if kids actually rode their bikes to school. Asked if Council knew how many students come from out of the district? Wanted to know how much grass area is there in this project?
- Jeff Markham – Asked if Third Millennium Partners selected a development partner at this time to do architecture and construction of the actual housing units and commercial units? Also asked since it abuts up to farmland is there any additional environmental consideration that need to be taken into effect to approve a project such as such as this so close to farmland?

Mayor Delgado closed the public comment period

Council Questions: Fire Station, can you tell us just a little bit, or review one of the amendments, not the amenities, what you will be doing to assist with the need for fire service in my part of town by Walmart? Would you mind quickly telling us what those fees and tail how many it might be? Correct me Karen our city outside council and city manager, it looks like about $800,000. is that correct? Dustin is you're asking us for what tonight can you just break that down really quickly, we were talking 3, and now we're talking to him what is it that you need? The reason for such the delay, cause I had found some documents that said he needed from 2018. I think it needed. I think it was like no more than 15 years to build just what happened to delay it this long?

DELGADO/BIALA: that we accept the presentation information, and we direct Staff to come back as soon as comfortable for the developer and staff regarding these issues we brought up at our last meeting, and tonight

Council Member Medina Dirksen asked if the motion could be restated

Restated Motion
Delgado/Biala: to accept the presentation and direct staff to come back on August third with a summary and some clarification on the issues that we brought up at our last meeting

Council Member Medina Dirksen asked for a friendly amendment, that this information that we've received in the reports and anything else that's releasing is made public on our website in a place that's easy to find.

Mayor Delgado included in the friendly amendment, would include, I think, the July eighth, 2022, Anthony Lombardo and associate's letter to the late to the city manager and any agreements settlement agreements if possible.

Final Motion
DELGADO/BIALA: TO ACCEPT THE PRESENTATION; AND DIRECT STAFF TO COME BACK ON AUGUST THIRD WITH A SUMMARY AND SOME CLARIFICATION ON THE ISSUES THAT WE BROUGHT UP AT OUR LAST MEETING; AND THAT THIS INFORMATION THAT WE'VE RECEIVED IN THE REPORTS AND ANYTHING ELSE THAT'S RELEASING IS MADE PUBLIC ON OUR WEBSITE IN A PLACE THAT'S EASY TO FIND; AND WOULD INCLUDE, THE JULY EIGHTH, 2022, ANTHONY LOMBARDO AND ASSOCIATE'S LETTER TO THE LATE TO THE CITY MANAGER AND ANY AGREEMENTS SETTLEMENT AGREEMENTS IF POSSIBLE. 3-0-0 (Burnett, Berkley)-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.*

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).

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.

13. ADJOURNMENT: The meeting adjourned at 9:05 P.M.

_____
Anita Sharp, Deputy City Clerk

ATTEST:

_____
Bruce C. Delgado, Mayor

July 21, 2022 Item No. **8f(1)**

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of August 3, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-, APPROVING THE UPDATED 2021 MONTEREY COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (MJHMP), APPROVE THE UPDATE TO ANNEX G AND APPROVE THE UPDATED PLAN AS THE OFFICIAL PLAN OF THE CITY OF MARINA.

RECOMMENDATION:
It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, approving the update to the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan, and;
2. Approve the update to Volume 2, Annex G, and;
3. Adopt the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, including Annex G as an official plan of the City of Marina.

BACKGROUND:
In an effort to reduce the nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act by invoking new and revitalized approaches to hazard mitigation planning. Section 322 of the Act emphasizes the need for state and local government entities to closely coordinate on hazard mitigation planning activities, and makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. Communities with an adopted and federally-approved hazard mitigation plan are eligible to receive certain types of mitigation funds before and after future disaster declarations, and, in some ways, are “pre-positioned” or “pre-qualified” for this funding.

To implement the new Stafford Act provisions, the Federal Emergency Management Agency (FEMA) published requirements and procedures for local hazard mitigation plans in the Code of Federal Regulations (CFR) at Title 44, Chapter 1, Part 201.6. These regulations specify minimum standards for developing, updating, and submitting local hazard mitigation plans for FEMA review and approval at least once every five years.

This Plan was prepared in coordination with FEMA and the California Office of Emergency Services (COES) to ensure that it meets all applicable federal and state requirements. The Federal Emergency Management Agency (FEMA) and the California Governors’ Office of Emergency Services (Cal OES) have completed a preliminary review of the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP). FEMA and Cal OES have given tentative approval of the plan, pending local adoption.

Public Law 106-390, known as the Disaster Mitigation Act of 2000, amended the Robert T. Stafford Disaster Relief and Emergency Service Act (ACT). This ACT requires local governments to have a Local Hazard Mitigation Plan (LHMP).

At the regular meeting of the Marina City Council held on September 7, 2005, the Marina City Council approved Resolution No. 2005-208, approving an agreement between the City of Marina and the Monterey County Office of Emergency Services for development and participation in a Multi-Jurisdictional Hazard Mitigation Plan.

At the regular meeting of the Marina City Council held on August 16, 2016, the Marina City Council Approved Resolution No. 2016-127, approving the update to the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, and; adopt the Monterey County Multi-Jurisdictional Hazard Mitigation Plan as an official plan of the City of Marina to be updated in 2021.

ANALYSIS:
The general purpose of this Monterey County Multi-Jurisdictional Hazard Mitigation Plan is:

- To protect life and property by reducing the potential for future damages and economic losses that result from known hazards;
- To qualify for additional grant funding, in both the pre-disaster and post-disaster environment;
- To speed recovery and redevelopment following future disaster events;
- To sustain and enhance existing governmental coordination throughout Monterey County and demonstrate a firm local commitment to hazard mitigation principles; and
- To comply with federal and state requirements for local hazard mitigation plans.

The Federal Emergency Management Agency (FEMA) and the California Governors' Office of Emergency Services (Cal OES) have completed a preliminary review of the 2022 Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) **("EXHIBIT A")**. FEMA and Cal OES have given tentative approval of the plan, pending local adoption. The approval of the plan ensures the City of Marina's eligibility and pre-qualification for potential federal pre-and post-disaster funding. The plan includes hazard identification, risk and vulnerability assessments, and mitigation strategies to reduce vulnerability and risk from hazards and reduce the severity of the effects of hazards on people, property, and the environment.

DISCUSSION:
Monterey County and the City of Marina is potentially vulnerable to a wide range of natural and man-made hazards. These hazards can threaten the life and safety of residents and visitors and have the potential to damage or destroy both public and private property and disrupt the local economy and overall quality of life. While the threats from hazard events may never be fully eliminated, there is much that can be done to lessen their potential impact. The purpose of hazard mitigation is to implement and sustain actions that reduce vulnerability and risk from hazards or reduce the severity of the effects of hazards on people, property, and the environment.

The Disaster Mitigation Act (DMA) of 2000 (Public Law 106-390) requires state and local government agencies to prepare comprehensive Hazard Mitigation Plans in order to be eligible to receive pre-and post-disaster mitigation funding from the Federal Emergency Management Agency (FEMA). The DMA also requires the Hazard Mitigation Plan to be monitored, evaluated, and updated within a five-year cycle to remain eligible for disaster related benefits under the DMA. The 2022 Monterey County Multi-Jurisdictional Local Hazard Mitigation Plan (MJHMP) is a comprehensive update to the 2016 Monterey County Multi-Jurisdictional Hazard Mitigation Plan and represents the third iteration of the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, which was initially adopted in 2007.The planning area for the MJHMP encompasses the entire geographic area of Monterey County and includes the following Participating Jurisdictions: Monterey County, the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad, as well as the Monterey County Water Resources Agency, the Carmel Area Wastewater District, Monterey One Water, the Monterey Regional Waste Management District, and the Moss Landing Harbor District.

The 2022 update to the MJHMP was developed by the MJHMP Steering Committee, made up of participants from the County and the Participating Jurisdictions. The Steering Committee served as an advisory body on hazard and mitigation action priorities both for the County as a whole and each jurisdiction individually, with Monterey County Office of Emergency Services as the Planning Lead.

The Monterey County MJHMP:

- Provides an explanation of prevalent hazards within the County and describes how hazards may affect the County and participating jurisdictions differently based upon various relationships to natural hazards.
- Includes a discussion of hazard location, size of a typical event, historical occurrences, and the probability of future occurrences for each identified hazard.
- Identifies risks to vulnerable assets, both people and property.
- Provides a mitigation strategy that responds to the identified vulnerabilities within each community and provides prescriptions or actions to achieve the greatest risk reduction based upon available resources.
- Pools resources from throughout the County and creates a uniform local hazard mitigation plan that can be consistently implemented.
- Ensures eligibility for Federal Emergency Management Agency (FEMA) and Cal OES grants

The City of Marina's Annex "G" provides specific details on the City's planning process, a City of Marina specific risk and vulnerability assessment, and a mitigation strategy that responds to the identified vulnerabilities within to achieve the greatest risk reduction based upon available resources.

The plan underwent review by the County and Participating Jurisdictions, the general public (Review period occurred from December 2021 to March 2022) and received Approval Pending Adoption from FEMA on June 14, 2022.

FISCAL IMPACT:

There is no fiscal impact to approving this agreement. Implementation of the MJHMP will require funding and staff resources, however not approving this agreement may disqualify us from receiving certain federal pre and post disaster mitigation grants.

CONCLUSION:

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

Respectfully submitted,

_____

Doug McCoun
Fire Chief
City of Marina

REVIEWED/CONCUR:

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2022

A RESOLUTION OF THE CITY COUNCIL ADOPTING RESOLUTION NO. 2022-, A RESOLUTION TO ADOPT THE UPDATED 2021 MONTEREY COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (MJHMP), APPROVE THE UPDATE TO ANNEX G AND APPROVE THE UPDATED PLAN AS THE OFFICIAL PLAN OF THE CITY OF MARINA.

WHEREAS, Public Law 106-390 known as the Disaster Mitigation Act of 2000 amended the Robert T. Stafford Disaster Relief and Emergency Service Act (ACT), and;

WHEREAS, the local governments without an approved Local Hazard Mitigation Plan will not be eligible to receive Hazard Mitigation Grant Program project grants, and;

WHEREAS, at the regular meeting of the Marina City Council held on September 7, 2005, the Marina City Council approved Resolution No. 2005-208, approving an agreement between the City of Marina and the Monterey County Office of Emergency Services for the development and participation in a Multi-Jurisdictional Hazard Mitigation Plan, and;

WHEREAS, at the regular meeting of the Marina City Council held on September 18, 2007, the Marina City Council approved Resolution No. 2007-219, adopting the Multi-Jurisdictional Hazard Mitigation Plan, and;

WHEREAS, at the regular meeting of the Marina City Council held on December 6, 2011, the Marina City Council approved Resolution No. 2011-197, approving Letter of Commitment as a participating jurisdiction in Monterey County Multi-Jurisdictional Hazard Mitigation Plan (LHMP) update, and;

WHEREAS, the City of Marina has historically experienced damage from natural and human-caused hazards such as drought, flooding, severe wind, transportation accidents, wildfire and winter storms. These hazards may continue to occur, possibly resulting in loss of property and life, economic hardship and threats to public health and safety; and

WHEREAS, the 2021 Monterey County Multi-Hazard Mitigation Plan (the Plan) has been developed by the MJHMP Steering Committee, made up of participants from the City, County and Participating Jurisdictions.

WHEREAS, the updated work by the City of Marina in association and cooperation with the County of Monterey and State of California Office of Emergency Services in accordance with the Disaster Mitigation Act of 2000 is reflected in Appendix G; and

WHEREAS, the Plan specifically addresses hazard vulnerabilities, mitigation strategies and plan maintenance procedures for the City of Marina;

WHEREAS, the City of Marina is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, The City of Marina has reviewed the Plan and affirms that the Plan will be updated no less than every 5 years.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Marina that:

1. Approve the update to the 2021 Monterey County Multi-Jurisdictional Hazard Mitigation Plan, and;

2. Approve the update to Volume 2, Annex G, and;

3. Adopt the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, including Annex G as an official plan of the City of Marina.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of August 2022 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

ANNEX G: CITY OF MARINA

2021 Monterey County
Multi-Jurisdictional
Hazard Mitigation Plan

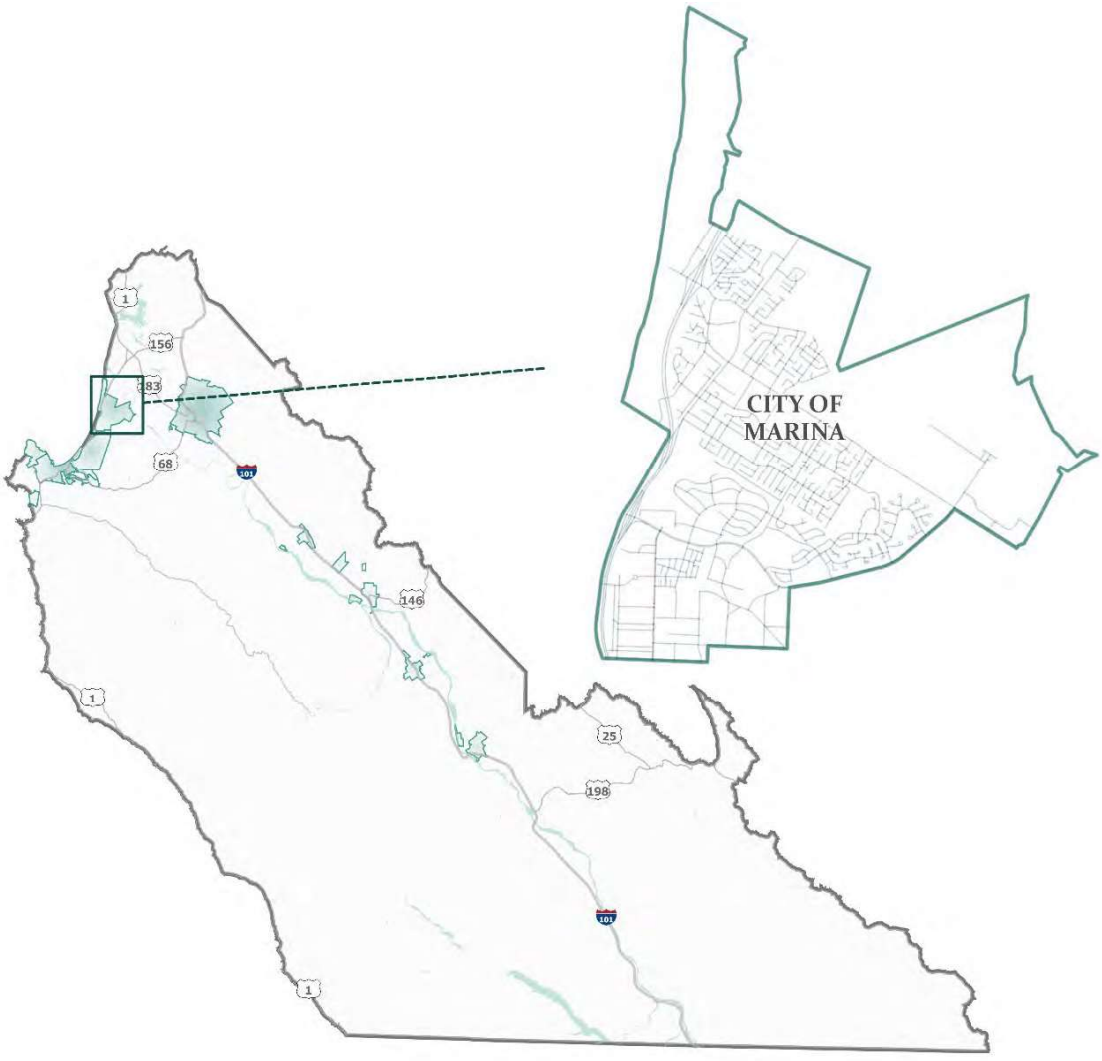
G. CITY OF MARINA

G.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact
Chief Doug McCoun
Fire Chief, Marina Fire
211 Hilcrest Avenue
Marina, CA 93933
(831) 275-1700
dmccoun@cityofmarina.org

G.2 COMMUNITY PROFILE

G.2.1 LOCATION



G.2.2 GEOGRAPHY AND CLIMATE

The City of Marina is a small coastal city located along the Monterey Bay. Marina occupies nearly 10 square miles in total area just north of Seaside and west of Salinas. Marina is on California State Route 1 between Monterey and Santa Cruz.

G.2.3 HISTORY

Dating back to (circa) 1868, about 9,000 acres of land stretching north along the Pacific Ocean, and east along the Salinas River, was owned by the late David Jacks and James Bardin. The land block breakup began in 1885, when the Bardin heirs sold 1,372 ½ acres to John Armstrong for farmland and grazing. About a year later, 1,450 acres was sold, then named the Sand Hill Ranch, and then 400 hundred acres near the ocean was sold to the San Francisco Sand Company, which subsequently constructed a sand plant in 1906.

In 1915, real estate salesman William Locke-Paddon from San Francisco was looking for land to sub-divide and found the breakup of the large Bardin and Jacks estate as an opportunity. On May 29, 1915, Locke-Paddon purchased 1500 acres south of Sand Hill Ranch designated as the "Pueblo Tract No. 1, City Lands of Monterey." The Marina Post Office was established in 1919 and by 1926 the town had grown to their first 70 families. The City's history is intertwined with that of Fort Ord Military Base. Major growth during the 1940s, made some impact on the community of Marina, as it became a "rest and relaxation" area for troops stationed at Fort Ord. Throughout the 50s,60s, and 70s, the City continued to grow with new residential, commercial, industrial, and visitor-serving development being built. Marina voters approved incorporation on November 5, 1975, making Marina the newest City along the Monterey Coast. Since incorporation, the City has continued to grow and flourish.

G.2.4 POPULATION

The City of Marina has a population of 22,359 people (2020 Census), an increase of 13.4% since 2010. The Association of Monterey Bay Area Governments (AMBAG) estimates Marina's current population to increase to approximately 23,723 in 2025 (a 6.1% increase), and approximately 26,713 in 2035 (a 12.6% increases). These increases are primarily associated with the planned development of housing on the former Fort Ord.

G.2.5 GOVERNING BODY FORMAT

The City of Marina's form of government is a council-manager form of government with a Home-Rule City Charter. The Mayor is elected every four years in a general election held in November. Serving with the Mayor are four members of the City Council who have overlapping terms; every two years, two members of the City Council are also selected by the voters in their districts. The City Manager is appointed by the City Council to manage the daily operations and is responsible for making policy recommendations to the City Council and implementing City Council policy directives.

G.2.6 ECONOMY AND TAX BASE

The economy of this community is based on tourism and local services. The city includes several miles of shoreline along Monterey Bay, though most of the beach is preserved as public park space and

nearly all development is landward of the coastal dunes and US Highway 1. The city is contiguous with the former Fort Ord military installation, an area experiencing and targeted for future infill growth and redevelopment including more than 1,000 new homes, a number of large mixed-use projects, and a new business center at the former military airport which the City now owns. Through these and other recent commercial and industrial developments, Marina is undergoing transition from a small, primarily bedroom community to a more diversified, vibrant, and self-sufficient community.

G.3 PLANNING PROCESS

The City of Marina followed the planning process explained in **Volume 1** of the plan. In addition to providing representation on the Monterey County Hazard Mitigation Planning Steering Committee, the City formulated their own internal planning team to support the broader planning process. The City of Marina held a Hazard Mitigation Plan Stakeholder meeting to discuss vulnerabilities, mitigation activities that had occurred since the last plan update, key problem statements, and mitigation strategies on August 31, 2021. Key stakeholders present at the meeting included:

- Layne Long, City Manager
- Doug McCoun, Fire Chief
- Brian McMinn, Public Works Director
- Fred Aegerter, Community Development Director
- Matt Mogensen, Assistant City Manager
- Marisol Gomez, Acting Finance Director
- Tino Nieto, Police Chief

G.4 LAND USE AND DEVELOPMENT

The City of Marina General Plan was adopted in 2000. The City has about three miles of shoreline fronted by restored coastal dune habitat. The coastal zone inland of Highway 1 is limited to roughly 60 acres that includes commercial development, visitor-serving overnight accommodations, coastal dunes, and three significant coastal wetlands. The City received a grant from the Coastal Commission in 2017 and is currently in the process of a comprehensive update to their Local Coastal Program to address sustainable development, increased opportunities for coastal access and recreation, and vulnerability to climate change and sea level rise. The City is also including provisions that embrace the concept of managed retreat.

The City gained land as part of the Fort Ord reuse, which includes several miles of shoreline along Monterey Bay, though most of the beach is preserved as public park space and nearly all development is landward of the coastal dunes and US Highway 1. The former Fort Ord land is an area experiencing and targeted for future infill growth and redevelopment including more than 1,000 new homes, a number of large mixed-use projects, and a new business center at the former military airport which the City now owns. Through these and other recent commercial and industrial developments, Marina is undergoing transition from a small, primarily bedroom community to a more diversified, vibrant, and self-sufficient community.

Marina's Urban Growth Boundary protects the City of Marina from development in current open space areas north of the City limits and along its coast, and to encourage efficient development in central

Marina and within Marina's portion of former Fort Ord, On June 16, 2020, the City Council of the City of Marina adopted Resolution 2020-75, submitting to the voters at the November 3, 2020 General Municipal Election a Measure approving a General Plan Amendment and Local Coastal Program Amendment extending the expiration date of the operative provisions of the 2000 Marina Urban Growth Boundary Initiative to December 31, 2040.

Safe Growth

The purpose of the Safe Growth Survey was to evaluate the extent to which each jurisdiction is positioned to grow safely relative to its natural hazards. The survey covered 9 distinct topic areas and was also completed as part of the previous plan update process. This allowed survey results to be compared to help measure progress over time and to continue identifying possible mitigation actions as it relates to future growth and community development practices.

This survey was a subjective exercise used to provide some quantitative measures of how adequately existing planning mechanisms were being used to address the notion of safe growth. Each topic area included a number of statements, which were answered on a scale from 1 to 5 based on the degree to which the respondent agreed or disagreed with the statement as it relates to the City's current plans, policies, and programs for guiding future community growth and development. Scores for each topic area statement were averaged to provide a topic area result and the topic area totals were averaged to provide an overall survey score. More information on the survey is provided in *Capability Assessment* in **Volume 1**. The City of Marina Safe Growth Survey was completed by Christy Hopper, Planning Services Manager for the City of Marina Community Development Department. The results are summarized in Table *G-1.*

Table G-1
City of Marina Safe Growth Survey Results

Topic Area	2021	2016
Land Use	3.50	3.50
Transportation	4.33	3.00
Environmental Management	4.67	3.33
Public Safety	4.00	4.00
Zoning Ordinance	4.75	2.50
Subdivision Regulations	2.33	2.67
Capital Improvement Program & Infrastructure Policies	3.33	3.00
Building Code	5.00	4.00
Economic Development	5.00	3.00
Average Survey Ratings	**4.10**	**3.22**

G.5 JURISDICTION SPECIFIC RISK ASSESSMENT

The intent of this section is to profile the City of Marina's hazards and assess the City's vulnerability distinct from that of the countywide planning area, which has already been assessed in **Volume 1** of the plan. The hazard profiles in **Volume 1** discuss overall impacts to the County and describes the hazards, as well as their extent, magnitude/severity, previous occurrences, and the likelihood of future occurrences. Hazard vulnerability specific to the City of Marina is included in this Annex.

The City of Marina's Planning Team used the same risk assessment process as the Monterey County Steering Committee. The City's Planning Team used the Threat Hazard Risk Assessment (THIRA) Survey to compare the impact of various hazards that could affect the City. Each variable was scored by hazard by the Planning Team on a scale from 1 to 4, or negligible/unlikely to extensive/highly likely/ catastrophic. The score for each variable was calculated using a weighted average of all survey responses. Scores were then added together to determine an overall hazard score between 1 and 16. Each score was associated with a qualitative degree of risk ranking from Negligible (between 1 and 4) to Very High (between 14.1 and 16). The Survey is described in more detail in *Risk Assessment Methods* in **Volume 1**. *Table G-2* displays the results of the hazard risk ranking exercise that was performed by the City of Marina's Planning Team.

Table G-2
Threat Hazard Identification Risk Assessment (THIRA): City of Marina

Hazard	Geographic Extent	Likelihood of Occurrence	Magnitude/ Severity	Impact	Total *Out of 16*	Degree of Risk
Agricultural Emergencies	1.6	1.4	1.4	1.4	5.8	Slight
Coastal Erosion	2.8	2.7	2.5	2.5	10.5	Substantial
Coastal Flooding	2.0	1.8	1.8	2.2	7.8	Possible
Cyber-Attack	2.4	2.2	2.2	2.4	9.2	Moderate
Dam Failure	-	-	-	-	-	-
Drought & Water Shortage	2.7	2.7	2.5	2.7	10.5	Substantial
Earthquake	3.0	2.8	2.8	3.0	11.7	Substantial
Epidemic	2.3	2.3	2.3	2.3	9.3	Moderate
Extreme Cold & Freeze	1.2	1.3	1.3	1.2	5.0	Slight
Extreme Heat	1.8	1.7	1.8	1.5	6.8	Possible
Flash Flood	1.5	1.3	1.2	1.3	5.3	Slight
Hazardous Materials Incident	2.2	2.0	2.0	2.0	8.2	Moderate
Invasive Species	2.2	2.0	1.8	1.7	7.7	Possible
Levee Failure	-	-	-	-	-	-
Localized Stormwater Flooding	2.0	2.0	1.8	1.7	7.5	Possible
Mass Migration	1.8	1.8	2.0	2.0	7.7	Possible
Pandemic	2.7	2.7	2.5	2.5	10.3	Substantial
Riverine Flooding	1.7	1.3	1.7	1.3	6.0	Slight
Sea Level Rise	2.7	3.2	2.5	2.7	11.0	Substantial
Severe Winter Storms	2.0	1.7	2.0	2.2	7.8	Slight
Slope Failure	1.5	1.5	1.7	1.7	6.3	Possible
Targeted Violence	2.0	2.0	2.0	2.0	8.0	Possible
Terrorism	1.5	1.5	1.5	1.5	6.0	Possible
Tsunami	2.0	2.2	2.3	2.3	8.8	Moderate
Utility Interruption/ PSPS	2.7	2.5	2.2	2.2	9.5	Moderate
Water Contamination	2.5	2.0	2.2	2.0	8.7	Moderate
Wildfire	2.8	2.5	2.5	2.7	10.5	Substantial
Windstorms	2.2	2.2	2.2	2.5	9.0	Moderate

G.5.1 AGRICULTURAL EMERGENCIES

There is no agricultural land located within the City, so therefore an agricultural emergency does not pose a direct threat. Since agriculture is a major economic driver in the County, an agricultural emergency could have indirect economic impacts on the City.

G.5.2 COASTAL EROSION

Natural dune erosion from large storm waves is the primary hazard challenging the Marina shoreline. To determine coastal erosion risk, USGS Pacific Coastal and Marine Science Center Coastal Storm Modeling System (CoSMos) shoreline change, and cliff retreat projection data was used. For cliff retreat modeling an end of century (2100) forced sea level rise amount of 200 cm was used based on Ocean Protection Council (OPC) High Risk Aversion Guidance. For shoreline change, winter erosion uncertainty modeling was used to capture the degree of uncertainty associated with future shoreline erosion. Hold the Line scenario modeling was chosen for both types of erosion.

Three sea level rise levels (25 cm, 75 cm, and 200 cm) to represent planning horizons based on OPC Sea Level Rise Projections for the Monterey Tide Gauge. 25 cm of sea level rise represents near term (2030) risk, 75 cm represent mid-term (2060) risk, and 200 cm represent long-term (2100) risk.

Table G-3 summarizes population and property exposure to coastal erosion risk.

Table G-3
Population and Property Exposed to Coastal Erosion Risk in Marina

Sea Level Rise Scenario/ Erosion Type	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
Cliff Erosion					
Sea Level Rise (25 cm)	0	0	$0	0	$0
Sea Level Rise (75 cm)	0	0	$0	0	$0
Sea Level Rise (200 cm)	0	0	$0	0	$0
Shoreline Erosion					
Sea Level Rise (25 cm)	34	0	$0	20	$45,275,418
Sea Level Rise (75 cm)	34	0	$0	20	$45,275,418
Sea Level Rise (200 cm)	34	0	$0	20	$45,275,418

Coastal dune erosion hazards are the biggest threat to the City of Marina, with potentially up to five feet of sea level rise. The primary impact from this erosion will be to open space, recreation, and dune habitats along Marina State Beach. Infrastructure and facilities projected to be eroded and damaged include Marina Coast Water District facilities, some portions of the wastewater conveyance system including a sewer pump station and an (aging/ phasing out) water treatment facility, the Sanctuary Beach Resort, one groundwater supply well, and the coastal access and associated parking lot at Marina State Park.

Reduction of erosion rates from the recent cessation of sand mining is expected to reduce the risk of sea level rise and erosion impacts to the City.

G.5.3 DAM AND LEVEE FAILURE

Dam Failure

There is no population or property in the City located in the dam inundation zones of the Los Padres and Forest Lake dams.

Table G-4 summarizes population and property in the City exposed to spillway and dam failure of the Nacimiento and San Antonio dams.

Table G-4
Population and Property Exposed to Dam Failure Risk by Dam and Failure Type in Marina

Dam Failure Scenario	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
Nacimiento Spillway Failure	5	1	$199,341	2	$87,938
Nacimiento Dam Failure	39	1	$199,341	16	$45,275,418
San Antonio Spillway Failure	5	1	$199,341	1	$0
San Antonio Dam Failure	5	1	$199,341	2	$87,938

Levee Failure

Based on Leveed Area from the US Army Corps of Engineers, National Levee Database, there is no population or property in the City exposed to levee failure risk. Many levees in the County protect important agricultural lands and a significant levee failure could have an indirect economic impact.

G.5.4 DROUGHT AND WATER SHORTAGE

The entire population of the City is vulnerable to drought events. Drought can affect people's health and safety, including health problems related to low water flows, poor water quality, or dust. Other possible impacts include recreational risks; effects on air quality; diminished living conditions related to energy, air quality, and hygiene; compromised food and nutrition; and increased incidence of illness and disease. Water shortages can affect access to safe, affordable water, with substantial impacts on low-income families and communities burdened with environmental pollution.

A prolonged drought could also cause economic impacts. Increased demand for water and electricity may result in shortages and higher costs of these resources. While economic impacts will be most significant on industries that use water or depend on water for their business, cascading economic effects can hurt many sectors of the economy. Agriculture, which will likely be impacted by drought conditions, is a major economic driver in the County, and the City could be impacted economically.

G.5.5 EARTHQUAKE

The entire population of the City is potentially exposed to direct and indirect impacts from earthquakes. Whether directly impacted or indirectly impacted, the entire population will have to deal with the consequences of earthquakes to some degree. Business interruption could keep people from working, road closures could isolate populations, and loss of utilities could impact populations that suffered no direct damage from an event itself. Similarly, all property and critical infrastructure in the City is potentially exposed to earthquake risk.

According to Monterey County Assessor records, there are 4,991 residential and non-residential buildings in the City, with a total value of $2,745,331,711. Since all structures in the City are susceptible to earthquake impacts to varying degrees, this represents the property exposure to seismic events.

Additionally, liquefaction risk was assessed. *Table G-5* summarizes population and property in the City exposed to liquefaction risk.

Table G-5
Population and Property Exposed to Liquefaction Risk in Marina

Liquefaction Risk	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
High Liquefaction Susceptibility	39	1	$199,341	21	$45,275,418
Moderate Liquefaction Susceptibility	516	16	$9,411,509	29	$57,441,079

G.5.6 FLOODING

FEMA flood zones were used to assess flooding risk. *Table G-6* summarizes population and property in the City in the 100-year and 500-year floodplain.

Table G-6
Population and Property Exposed to Flooding Risk in Marina

FEMA Flood Zone	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
100-Year Flood Zone	9,496	96	$55,762,807	98	$89,907,734
500-Year Flood Zone	436	0	$0	5	$0

G.5.7 HAZARDOUS MATERIALS INCIDENT

To assess hazardous materials incident risk, buffer distances were used. The chosen buffer distance was based on guidelines in the US Department of Transportation's Emergency Response Guidebook that suggest distances useful to protect people from vapors resulting from spills involving dangerous goods considered toxic if inhaled. The recommended buffer distance referred to in the guide as the "protective action distance" is the area surrounding the incident in which people are at risk of harmful exposure. For purposes of this plan, a buffer distance of one mile was used, but actual buffer distances will vary depending on the nature and quantity of the release, whether the release occurred during the night or daytime, and prevailing weather conditions.

To analyze the risk to a transportation-related hazardous materials release, a one-mile buffer was applied to highways in the US Dept of Transportation, National Transportation Atlas Database. The result is a two-mile buffer zone around each transportation corridor that is used for this analysis. Risk from a fixed facility hazardous materials release, was analyzed using a one-mile buffer was applied facilities identified in the Monterey County 2019 Hazardous Materials Plan. The result was a one-mile buffer zone around each facility.

Table G-7 summarizes population and property that could be exposed to both mobile and fixed hazardous materials incidents.

Table G-7
Population and Property Exposed to Hazardous Materials Incident Risk in Marina

Hazardous Materials Incident Type	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
Mobile Source	16,292	2,413	$1,483,891,351	1,018	$515,933,364
Fixed Source	443	0	$0	4	$28,649,394

G.5.8 HUMAN-CAUSED HAZARDS

It is often quite difficult to quantify the potential losses from human-caused hazards. While facilities themselves have a tangible dollar value, loss from a human-caused hazard often inflicts an even greater toll on a community, both economically and emotionally. The impact to identified values will vary from event to event and depend on the type, location, and nature of a specific incident.

G.5.9 PUBLIC HEALTH HAZARDS

All citizens in the City could be susceptible to the human health hazards. A large outbreak or epidemic, a pandemic or a use of biological agents as a weapon of mass destruction could have devastating effects on the population. While all of the population is at risk to the human health hazards, the young and the elderly, those with compromised immune systems, and those with special needs are most vulnerable. The introduction of a disease such as influenza or the COVID-19 virus have impacted the whole population of the City, specifically vulnerable populations.

G.5.10 SEVERE WEATHER

All severe weather events profiled in this Plan have the potential to happen anywhere in the City. Vulnerable populations are the elderly, low income or linguistically isolated populations, people with life-threatening illnesses, and residents living in areas that are isolated from major roads. Properties in poor condition or in high-risk locations may be susceptible to the most damage.

All critical facilities in the City likely exposed to severe weather hazards. The most common problems associated with severe weather are loss of utilities and compromised access to roadways. Prolonged periods of extreme heat could result in power outages caused by increased demand for power for cooling.

The FEMA National Risk Index calculates annualized frequency, exposure and annual expected loss of building value and population to some severe weather hazards identified in this Plan. Based on zip code and census tract Countywide data was used to identify annualized frequency, exposure, and annual expected loss in the City from severe weather hazards. Though the entire City is considered vulnerable to these hazards, the FEMA data was used in this risk assessment to provide scale for the potential risk and impacts.

FEMA National Risk Index data from frequency and exposure to severe weather hazards is summarized in *Table G-8.*

Table G-8
Annualized Frequency and Exposure to Severe Weather Events in Marina

Hail		Strong Wind	
Frequency (*Distinct Events)*	0.34	Frequency (*Distinct Events)*	0.09
Exposed Population	15,069	Exposed Population	15,069
Exposed Building Values	$1,244,655,000	Exposed Building Values	$1,244,655,000
Expected Annual Loss of Building Value	$0	Expected Annual Loss of Building Value	$219
Heat Wave		**Tornado**	
Frequency (*Event-Days)*	0.08	Frequency (*Distinct Events)*	1.31
Exposed Population	15,069	Exposed Population	10,187
Exposed Building Values	$1,244,655,000	Exposed Building Values	$749,974,394
Expected Annual Loss of Building Value	$1	Expected Annual Loss of Building Value	$19,235,838
Lightning		**Winter Weather**	
Frequency (*Distinct Events)*	0.42	Frequency (*Event-Days)*	0.00
Exposed Population	15,069	Exposed Population	0
Exposed Building Values	$1,244,655,000	Exposed Building Values	$0
Expected Annual Loss of Building Value	$179	Expected Annual Loss of Building Value	$0

Source: FEMA National Risk Index

G.5.11 SLOPE FAILURE

Based on the FEMA National Risk Index, 1,634 people and $192,621,122in building value in the City is exposed to landslide risk. Additionally, the City is not susceptible earthquake induced to landslides.

G.5.12 TSUNAMI

Population and property in the City located in a mapped tsunami inundation zone is summarized in *Table G-9.*

Table G-9
Population and Property in Tsunami Inundation Zone in Marina

Inundation Zone	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
Tsunami Inundation Zone	34	0	$0	20	$45,275,418

G.5.13 UTILITY INTERRUPTION

All residents, visitors, and property in the City is exposed and vulnerable to utility interruptions. All critical facilities and infrastructure in the City that is operated by electricity is exposed and vulnerable to utility interruption.

G.5.14 WILDFIRE

For purposes of this analysis CAL FIRE Fire Threat data was used. Fire Threat combines expected fire frequency with potential fire behavior to create 4 threat classes, extreme, very high, high, and moderate.

Table G-10 summarizes population and property in the City in very high, high, and moderate fire threat areas.

Table G-10
Population and Property Exposed to Wildfire Risk in Marina

CAL FIRE Wildfire Threat	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
Very High Fire Threat	0	0	$0	0	$0
High Fire Threat	3,256	6	$3,505,063	13	$37,060,120
Moderate Fire Threat	13,699	574	$458,626,555	492	$379,314,058

G.5.15 CLIMATE CHANGE AND SEA LEVEL RISE

The effects of climate change are varied and include warmer and more varied weather patterns and temperature changes. Climate change will affect the people, property, economy, and ecosystems in the City and will exacerbate the risk posed by many of the hazards previously profiled in this Plan. Climate change will have a measurable impact on the occurrence and severity of natural hazards. Increasing temperatures and rising sea-levels will have direct impacts on public health and infrastructure. Drought, coastal and inland flooding, and wildfire will likely affect people's livelihoods and the local economy. Changing weather patterns and more extreme conditions are likely to impact tourism and the rural economies, along with changes to agriculture and crops, which are a critical backbone of Monterey County's economic success. There will also be negative impacts to ecosystems, both on land and in the ocean, leading to local extinctions, migrations, and management challenges.

Sea level rise risk exposure in the City was calculated based on the NOAA Office for Coastal Management sea level rise viewer projections. Three sea level rise levels (25 cm, 75 cm, and 200 cm) were chosen to represent planning horizons based on OPC Sea Level Rise Projections for the Monterey Tide Gauge. 25 cm of sea level rise represents near term (2030) risk, 75 cm represent mid-term (2060) risk, and 200 cm represent long-term (2100) risk.

Population and property exposed to sea level rise risk is summarized in *Table G-11*.

Table G-11
Population and Property Exposed to Sea Level Rise in Marina

Sea Level Rise Amount	Population	Residential Property		Non-Residential Property	
		#	Value	#	Value
1 ft Sea Level Rise (2030)	34	0	0	20	$45,275,418
3 ft Sea Level Rise (2060)	34	0	0	20	$45,275,418
7 ft Sea Level Rise (2100)	34	1	$199,341	21	$45,275,418

G.6 CAPABILITY ASSESSMENT

The City of Marina performed an inventory and analysis of existing capabilities, plans, programs, and policies that enhance its ability to implement mitigation strategies. This section summarizes the following findings of the assessment:

- An assessment of planning and regulatory capabilities is presented in *Table G-12*
- An assessment of administrative and technical capabilities is presented in *Table G-13*
- An assessment of fiscal capabilities is presented in *Table G-14*
- An assessment of education and outreach capabilities is presented in *Table G-15*
- Classifications under various community mitigation programs are presented in *Table G-16*
- A summary of participation in and compliance with the National Flood Insurance Program (NFIP) is provided in Section G.6.1 in *Table G-17*
- An overall self-assessment of capability is presented in Section G.6.2 in *Table G-18*

Table G-12
Planning and Regulatory Capability

Document		Department	Comments
Planning Documents			
General Plan	☒	• Community Development	
Capital Improvement Plan	☒	• Public Works	
Floodplain Management Plan	☒	• Public Works	
Open Space Management Plan	☒	• Public Works	Under Development and will be addressed with the General Plan update.
Stormwater Management Plan	☒	• Public Works	
Coastal or Shoreline Management Plan	☒	• Community Development	Being updated to address Sea Level rise and Coastal Hazards, 2019 Existing Conditions and Sea Level Rise Adaptation Report
Local Coastal Program	☒	• Community Development	Certified in 1982, Currently being updated to address Sea Level rise and Coastal Hazards
Climate Action/ Adaptation Plan	☒	• Community Development	Under development, working with AMBAG for final adoption with the General Plan update
Emergency Operations Plan	☒	• Fire Department	Regional EOC
Continuity of Operations Plan	☒	• Fire Department	
Community Wildfire Protection Plan	☒	• Fire Department	County Wide Plan
Evacuation Plan	☒	• Fire Department	County Wide, Local Tsunami
Disaster Recovery Plan	☐	•	
Economic Development Plan	☒	• City Administration	In General Plan

Table G-12
Planning and Regulatory Capability

Document		Department	Comments
Historic Preservation Plan	☒	• Community Development	In General Plan
Transportation Plan	☒	• Public Works	Part of the General Plan and part of TAMC
Codes, Ordinances & Requirements			
Floodplain Ordinance	☒	• Public Works	Ordinance 15.48 – Flood Damage Prevention
Zoning Ordinance	☒	• Community Development	
Subdivision Ordinance	☒	• Community Development	
Site Plan Review Requirements	☒	• Community Development	
Unified Development Ordinance	☐		N/A
Post-Disaster Redevelopment/ Reconstruction Ordinance	☐		N/A
Building Code	☒	• Community Development	
Fire Prevention Code	☒	• Fire Department	
Other Hazard-Specific Ordinances		• Ordinance 8.46 – Urban Storm Water Quality Management and Discharge Control	

Table G-13
Administrative and Technical Capability

Staff/Personnel Resources		Department	Comments
Planner(s) or engineer(s) with knowledge of land development and land management practices	☒	• Community Development • Public Works	
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	☒	• Community Development • Public Works	
Planner(s) or engineer(s) with an understanding of manmade or natural hazards	☒	• Community Development • Public Works	
Building Inspector	☒	• Community Development	
Emergency Manager	☒	• City Manager	
Floodplain Manager	☒	• Public Works	Public Works Director
Land Surveyors	☒	• Public Works	Public Works Director
Resource development staff or grant writers	☐		
Public Information Officer	☒	• Police Department	Police Chief
Scientist(s) familiar with the hazards of the community	☐		

Table G-13
Administrative and Technical Capability

Staff/Personnel Resources		Department	Comments
Staff with education or expertise to assess the community's vulnerability to hazards	☒	• All Departments	
Personnel skilled in Geographic Information Systems (GIS)	☐		
Maintenance programs to reduce risk	☒	• Public Works	
Warning systems/services	☒	• Monterey County	
Mutual Aid Agreements	☒	• Fire Department • Public Works	

Table G-14
Fiscal Capability

Fiscal Resources		Department	Comments
General Funds	☒	• Finance	
Capital Improvements Project Funding	☒	• Public Works	
Special Purpose Taxes	☒	• Finance	
Stormwater Utility Fees	☐		
Gas / Electric Utility Fees	☐		
Water / Sewer Fees	☐		
Development Impact Fees	☒	• Community Development	
General Obligation Bonds	☒	• City Manager • Finance	
Special Tax and Revenue Bonds	☒	• City Manager • Finance	
Community Development Block Grants (CDBG)	☐		

Table G-15
Education and Outreach Capability

Educational and Outreach Resources		Department	Comments
Local citizen or non-profit groups focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	☒	• Mayor's Office	
Ongoing public education or information program (e.g.,	☒	• Police Department • Fire Department	All Departments

Table G-15
Education and Outreach Capability

Educational and Outreach Resources		Department	Comments
responsible water use, fire safety, household preparedness, environmental education)		• Public Works • Community Development	
Natural disaster or safety related school programs	☒	• Parks and Recreation	
Public-private partnership initiatives addressing disaster-related issues	☐		

Table G-16
Community Classifications

	Participating?	Classification	Effective Date
Community Rating System (CRS)	No	-	-
ISO Public Protection Classification	Yes	3/3Y	March 1, 2020
StormReady Certification	Yes	-	
TsunamiReady Certification	Yes	-	
Firewise Communities Certification	No	-	-

G.6.1 NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMPLIANCE

Table G-17
National Flood Insurance Program (NFIP) Compliance

Designated Floodplain Administrator:	Brian McMinn, Public Works Director
NFIP Community Number:	060727
Flood Insurance Policies in Force:	45
Insurance Coverage in Force:	$13,664,400
Written Premium in Force:	$61,833
Total Loss Claims:	0
Total Payments for Losses:	0

Adopted Regulations that meet NFIP Requirements:

- Ordinance 15.48 – Flood Damage Prevention
- Ordinance 8.46 – Urban Storm Water Quality Management and Discharge Control

Date of last NFIP Community Assistance Visit (CAV):
Research indicates the last contact with the CAC was in 2010. There is no evidence of compliance issues from that time.

Higher standards that exceed minimum NFIP requirement:
N/A

Additional floodplain management provisions:
The soils in the City of Marina are mostly sand which lends itself towards flood prevention. On top of the naturally good infiltration rates, the City's storm water standards exceed those of the State with a

design retention for all new development and redevelopment with 100% retention of the 100-year storm event.

Floodplain management activities performed that go beyond FEMA minimum requirements:
The City follows the State requirements for on-site mitigation of storm events. City requirements exceed those of the State with a retention requirement of 100% of all on-site runoff for the 100-year storm event. The Design Engineer of every major project in the City must sign off on a self-certification that they meet the City's requirements for on-site retention. The City's website is updated on an annual basis for training opportunities in post-construction Best Management Practices (BMPs) for stormwater collection and retention. The City also conducts an annual audit of its Municipal Code to confirm the information provided is up to the latest State mandates.

Existing impediments to running an effective NFIP program:
None

Specific actions that are ongoing or considered related to continued compliance with the NFIP:

- Maintain digital FEMA elevation certificates for all construction in the floodplain.
- Encourage or require certain local staff positions to obtain and maintain Certified Floodplain Manager (CFM) certification.
- Hold informative work sessions for newly elected officials and new appointees to planning commissions and appeals/variance boards, to provide an overview of floodplain management, the importance of participating in the NFIP, and the implications of failing to enforce the requirements of the program or failing to properly handle variance requests.
- Obtain FEMA's Substantial Damage Estimator and attend training to be prepared to use it when damage occurs; develop mutual aid agreements with other jurisdictions to augment local inspection personnel after major disasters.
- Maintain supplies of FEMA/NFIP materials to help property owners evaluate measures to reduce potential hazard damage. Make available in public buildings, local library, website, etc. and inform people who they can call to learn more information.

G.6.2 SELF-ASSESSMENT OF CAPABILITY

Table G-18
Self-Assessment of Capability

Capability	Degree of Capability
Planning and Regulatory Capability	Moderate
Administrative and Technical Capability	Moderate
Fiscal Capability	High
Education and Outreach Capability	Moderate
Political Capability	Moderate
Overall Capability	**Moderate**

G.6.3 OPPORTUNITIES TO EXPAND/ IMPROVE MITIGATION CAPABILITIES

Staffing is the largest limitation to capability. Planning, regulatory, fiscal, administrative, technical, education, and outreach capabilities can all be expanded or improved using a combination of the following strategies:

- Increase capacity through staffing
- Training, and enhanced coordination among all department and jurisdictions
- Emergency management/hazard specific program enhancements, training, and exercising
- Increased funding opportunities and capacity
- Implementation of mitigation actions and projects
- Continuous research on grant opportunities for emergency management, hazard mitigation, and infrastructure and community development.

Capabilities and abilities to expand or improve existing policies and programs will be re-evaluated during the next Hazard Mitigation Plan update and annual plan review meetings.

G.6.4 INTEGRATION WITH OTHER PLANNING INITIATIVES

The information on hazards, risk, vulnerability and mitigation contained in this hazard mitigation plan is based on the best available data. Plan integration is the incorporation of this information into other relevant planning mechanisms, such as general planning and capital improvement planning. It includes the integration of natural hazard information and mitigation policies, principles and actions into local planning mechanisms and vice versa. Additionally, plan integration is achieved though the involvement of key staff and community officials in collaboratively planning for hazard mitigation. This section identifies where such integration is already in place, and where there are opportunities for further integration in the future.

Existing Integration

In the performance period since adoption of the previous hazard mitigation plan, the City made progress on integrating hazard mitigation goals, objectives, and actions into other planning initiatives. The following plans and programs currently integrate components of the hazard mitigation strategy:

- **Capital Improvement Plan**: The capital improvement plan includes projects that can help mitigate potential hazards. The City will strive to ensure consistency between the hazard mitigation plan and the current and future capital improvement plan. The hazard mitigation plan may identify new possible funding sources for capital improvement projects and may result in modifications to proposed projects based on results of the risk assessment.
- **Building Code**: The City's adoption of the 2016 California Building Code incorporated local modifications addressing seismic and fire hazards.
- **Regulatory Codes:** A number of the City's existing codes and ordinances include provisions to reduce hazard risk including the zoning code, storm water management code and flood damage prevention ordinance.
- **2019 Existing Conditions and Sea Level Rise Adaptation Report**: Includes the principles of hazard mitigation to address sea level rise risk.

Opportunities for Future Integration

The General Plan and the hazard mitigation plan are complementary documents that work together to achieve the goal of reducing risk exposure. The General Plan is considered to be an integral part of this plan. An update to the General Plan may trigger an update to the hazard mitigation plan. The City, through adoption of a General Plan and zoning ordinance, has planned for the impact of natural hazards. The process of updating this hazard mitigation plan provided the opportunity to review and

expand on policies in these planning mechanisms. The City will create a linkage between the hazard mitigation plan and the General Plan by identifying a mitigation action as such and giving that action a high priority. Other planning processes and programs that may be coordinated with the recommendations of the hazard mitigation plan include the following:

- General Plan, including the Safety Element
- Emergency Operations Plans
- Climate Action and Adaptation Plans
- Debris management plans
- Recovery plans
- Capital improvement programs
- Municipal codes
- Community design guidelines
- Water-efficient landscape design guidelines
- Stormwater management programs
- Water system vulnerability assessments
- Community wildfire protection plans
- Comprehensive flood hazard management plans
- Resiliency plans
- Community Development Block Grant-Disaster Recovery action plans
- Public information/education plans

Some action items do not need to be implemented through regulation. Instead, these items can be implemented through the creation of new educational programs, continued interagency coordination, or improved public participation. As information becomes available from other planning mechanisms that can enhance this plan, that information will be integrated via the update process.

G.7 PROBLEM STATEMENTS

Problem Statements are statements of particular interest regarding primary hazards of concern, geographic areas of concern, or vulnerable community assets. As part of the planning process, the City of Marina Planning Committee identified key vulnerabilities and hazards of concern applicable to their jurisdiction. The Hazard Problem Statements were based on the risk assessment, the vulnerability analysis, and local knowledge.

Hazard Problem Statements helped the Planning Committee identify common issues and weaknesses, determine appropriate mitigation strategies, and understand the realm of resources needed for mitigation. Hazard Problem Statements for the City of Marina are identified below:

- The City continues to grow, with many new development projects underway or scheduled for the former site of Fort Ord but continues to be very concerned with maintaining a sustainable water supply – concerns that have only been exacerbated by the anticipated effects of climate change, including saltwater intrusion. It continues to coordinate and share these concerns the Monterey County Water Resources Agency and the Marina Coast Water District.

- The City experiences coastal storm events in March/April, with extreme winds that have caused significant tree damages and heavy rains that have caused isolated/localized nuisance flooding due to inadequate drainage systems.
- The Sanctuary Beach Resort is one of the only developed parcels in the city located seaward of Highway 1. There is local concern that coastal erosion and sea level rise could have a detrimental impact on the continued use of the property.
- Coastal erosion (potentially up to 5 to 7 feet a year) is a concern for areas such as Marina Coast Water District at 100 Reservation Road and potentially the former Cemex Sandplant site on Lapis Road toward the north of central Marina.
- The City is concerned about the high threat of wildland fire due to existing fuels in combination with large areas of urban/wildland interface and intermix. Areas of concern include former Fort Ord lands, areas on the east end of the City around the airport and near Imjin Road, undeveloped land within the City, and areas near Reservation Road. The City is working to address some of these areas through fuel management practices.
- The City is concerned with limited ingress/egress to the community following major disaster events. Current traffic levels, highway capacity, gridlock, and lack of mass transit options would make a large evacuation difficult and also limit emergency response capabilities.

G.8 MITIGATION GOALS, STRATEGIES, AND ACTIONS

The mitigation strategy is the guidebook to future hazard mitigation administration, capturing the key outcomes of the MJHMP planning process. The mitigation strategy is intended to reduce vulnerabilities outlined in the previous section with a prescription of policies and physical projects. These mitigation actions should be compatible with existing planning mechanisms and should outline specific roles and resources for implementation success.

The City of Marina Planning Team used the same mitigation action prioritization method as described in *Mitigation Strategy* in **Volume 1**, which included a benefit-cost analysis and consideration of mitigation alternatives. Based upon the risk assessment results and the City's planning committee priorities, a list of mitigation actions was developed. The Hazard Mitigation Action Plan Matrix, in *Table G-20* lists each priority mitigation action, identifies time frame, the responsible party, potential funding sources, and prioritization, which meet the requirements of FEMA and DMA 2000.

Status of Previous Plan Actions

All actions from the 2016 Plan were reviewed and updated by the City during the planning process. *Table G-19* includes the status of actions completed or removed from the previous plan. In order to improve the mitigation action plan for this Plan update and align with the countywide Mitigation Action Plan, the City added more specificity and detail to previous plan actions in addition to the new actions added to the Hazard Mitigation Action Plan Matrix.

Table G-19
City of Marina Completed Mitigation Actions from 2016 MJHMP

2016 Action #	Description	Status	Narrative Update
1	Identify hazard-prone critical facilities and infrastructure and carry out acquisition, relocation, and structural and nonstructural retrofitting measures as necessary.	**Completed**	Completed and ongoing as needed. Annual hazardous materials inspections are conducted by Monterey County Environmental Health in conjunction with the Public Works Supervisor at the City Corporation Yard (5th Avenue), the Lake Drive Corporation Yard (3040 Lake Court) and the fuel farm at the Marina Municipal Airport.

Table G-20
City of Marina Hazard Mitigation Action Plan Matrix

Action #	Status/ Timeframe	Applicable Hazard(s)	Description	Ranking / Prioritization	Administering Department	Potential Funding
1	Ongoing/ Continuous	All	Continue emergency preparedness and hazard mitigation public outreach, including the Annual Safety Night Out, school outreach programs, meeting with community groups, and providing information related to disaster preparedness, Alert Monterey County, and tsunamis, earthquake, fire, and flood safety on the City's website.	Priority / High	Public Safety	General Funds, HMGP and PDM Grants
2	Ongoing/ Continuous	Flooding	Explore mitigation opportunities for repetitively flooded properties, and if necessary, carry-out acquisition, relocation, elevation, and flood-proofing measures to protect these properties.	Priority / High	Public Works	HMGP and PDM Grants
3	Ongoing/ Continuous	Flooding	Identify and carry-out minor flood and stormwater management projects that would reduce damage to infrastructure and damage due to local flooding/ inadequate drainage. These include the modification of existing culverts and bridges, upgrading capacity of storm drains, upgrading aging storm drain infrastructure, upgrading corrugated metal pipes, and creation of stormwater retention basins in small watersheds.	Priority / High	Public Works	HMGP and PDM Grants
4	Ongoing	Wildfire, Utility Interruption	Adopt more prescriptive rules relative to the construction and maintenance of overhead lines.	Priority / High	Community Development, Planning Services	General Funds
5	In Progress	All	During the next General Plan Update, within the Safety Element, collect background data specific to Marina and consider appropriate goals, policies, and objectives to address hazards identified within the Multi-Jurisdictional Hazard Mitigation Plan.	Priority / Medium	Community Development, Planning Services	General Plan

Table G-20
City of Marina Hazard Mitigation Action Plan Matrix

Action #	Status/ Timeframe	Applicable Hazard(s)	Description	Ranking / Prioritization	Administering Department	Potential Funding
6	In Progress	All	Continue to collaborate with CSUMB and the City of Seaside to provide resources for the organization, staffing, training, activation, and operation of the joint Regional Emergency Operations Center (EOC).	Priority / High	Fire Department, Administration	Cost share as identified in the MOA & grant opportunities
7	In Progress	Flooding, Coastal Erosion, Sea Level Rise	Complete Local Coastal Program Update, which address sea level rise and coastal hazards.	Priority / Medium	Community Development, Planning Services	General Plan
8	In Progress	Wildfire	Continue defensible space projects on high hazard areas on the east side of the City and on University of Santa Cruz owned property.	Priority / High	Fire Department, Public Works	General Fund
9	Ongoing/ Continuous	Wildfire	Continue coordination with Monterey County Regional Fire and CAL FIRE BEU on both wildfire mitigation and suppression efforts.	Priority / Medium	Fire Department	General Fund
10	In Progress	Hazardous Materials Incidents	Complete study on the Monterey Peninsula Landfill to identify and address odor and the impacts of the industrial facilities on the North end of the City of Marina.	Priority / High	Public Works	General Fund

July 26, 2022 Item No. **8g(1)**

Honorable Mayor and Members
Meeting of the Marina City Council

City Council
of August 3, 2022

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2022-, APPROVING AMENDMENT NO. 1 TO THE ON-CALL LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND VERDE DESIGN, INC. INCREASING THE ANNUAL CONTRACT LIMIT TO $650,000 FOR FISCAL YEAR 2022-2023, 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:

1. Adopting Resolution No. 2022-, approving Amendment No. 1 to the On-Call Landscape Architectural Services agreement between the City of Marina and Verde Design, Inc. (Verde) increasing the annual contract limit to $650,000 for fiscal year 2022-2023 ("**EXHIBIT A**").
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 November 16, 2021, the City Council adopted Resolution No. 2021-119, approving the final 2021-22 & 2022-23 Budget. Included in the Capital Improvement Program (CIP) portion of the budget was an allocation of $1,700,000 in one-time land sales and impact fee funding to provide new improvements to Glorya Jean-Tate Park.

On July 7, 2021, the City Council passed Resolution No. 2020-79, approving a professional services agreement between the City of Marina and Verde Design, Inc. for Landscape Architectural Services for projects in the CIP.

On December 1, 2021, the City entered into an agreement with the Verde Design, Inc. to provide on-call landscape architecture services associated with various City projects.

On April 9, 2019 and March 8, 2021, the concept plans were presented to the City Council. City Council received the presentations on the park concept plans and provided comments for changes which have been incorporated into the plans.

The City received a cost proposal from Verde for the design and bidding document preparation for the Glorya Jean-Tate Park Improvements Project in the amount of $415,494 ("**EXHIBIT B**").

ANALYSIS:

The annual contract limit for the On-Call Landscape Architectural Services between the City of Marina and Verde is $300,000 and is not sufficient to issue Service Orders for the full scope of the proposed professional services for the preparation of contract documents for the Dunes Park Improvements and Glorya Jean-Tate Park Improvements Projects.

The majority of the Verde work will occur during Fiscal Year 2022-2023. Increasing the annual compensation limit for the on-call Landscape Architectural services agreement with Verde to $650,000 for the next fiscal year will allow for completion of construction documents for the Dunes Park Improvements and Glorya Jean-Tate Park Improvements Projects.

Verde has the experience to provide Landscape Architectural services including bid document preparation and Landscape Architectural services during construction. They are familiar with the project and have provided design concepts and construction documents for the Glorya Jean Tate Park Bicycle Pump Track and Improvements. Approval of the increase in the contract limit to $650,000 for the next fiscal year is an expeditious and cost-effective way for the City to manage the design of the Dunes Park Improvements and Glorya Jean-Tate Park Improvements Projects.

Approval of this request allows issuance of service orders to Verde for the full scope of Landscape Architectural design, bidding document preparation, and Landscape Architectural support during construction for the Glorya Jean-Tate Park Improvement Project as well as the grading plan and site survey for the Dunes Park Improvement Project.

Staff and Verde will return to the City Council with presentation of the schematic design and design development of the Glorya Jean Tate Park Improvements for input during the overall construction document preparation.

FISCAL IMPACT:

Sufficient funding is allocated within the approved CIP budget under Project Number QLP2119 and QLP2017 to cover the full scope of the proposed Landscape Architectural services for Glorya Jean-Tate Park Improvement Project and the Dunes Park Improvement Project.

CONCLUSION:

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

Respectfully submitted,

Rick Riedl, P.E.
Project Management Services
Wallace Group

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. 2022-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 1 TO THE ON-CALL LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND VERDE DESIGN, INC. INCREASING THE ANNUAL CONTRACT LIMIT TO $650,000 FOR FISCAL YEAR 2022-2023; 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 November 16, 2021, the City Council adopted Resolution No. 2021-119, approving the final 2021-22 & 2022-23 Budget. Included in the Capital Improvement Program (CIP) portion of the budget was an allocation of $1,700,000 in one-time land sales and impact fees funding to provide new improvements to Glorya Jean-Tate Park; and

WHEREAS, on July 7, 2021, the City Council passed Resolution No. 2020-79, approving a professional services agreement between the City of Marina and Verde Design, Inc. for Landscape Architectural Services for projects in the CIP; and

WHEREAS, on December 1, 2021, the City entered into an agreement with the Verde Design, Inc. to provide on-call architecture services associated with various City projects.

WHEREAS, the concept plans were presented to the City Council on April 9, 2019 and March 8, 1021. City Council received presentations on the park concept plans and provided comments for changes which have been incorporated into the plans: and

WHEREAS, the City received a cost proposal for the Landscape Architectural design and bidding document preparation for the Glorya Jean-Tate Park Improvements Project in the amount of $415,494 (**"Exhibit B"**); and

WHEREAS, the annual contract limit for the On-Call Landscape Architectural Services between the City of Marina and Verde is $300,000 and is not sufficient to issue Service Orders for full scope of the proposed Landscape Architectural services for the Glorya Jean-Tate Park Improvement Project and the Dunes Park Improvement Project; and

WHEREAS, increasing the annual compensation limit for the on-call Landscape Architectural services agreement with Verde to $650,000 for the next fiscal year will allow for completion of construction documents for the Dunes Park Improvement and Glorya Jean-Tate Park Improvement Projects; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Marina does hereby adopt Resolution No. 2022- for the following actions:

1. Approving Amendment No. 1 to the On-Call Landscape Architectural Services agreement between the City of Marina and Verde Design, Inc. (Verde) increasing the annual contract limit to $650,000 for fiscal year 2022-2023 ("**Exhibit A**"); 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.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of August 2022, 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

AMENDMENT No. 1 TO AGREEMENT BETWEEN CITY OF MARINA AND VERDE DESIGN, INC. FOR ON-CALL ARCHITECTURE SERVICES

THIS AMENDMENT No. 1 ("Amendment No. 1") to the Agreement for On-Call Architecture 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 is made this _____ 2022, by and between the City of Marina, a California charter city ("CITY") and Verde Design, Inc., a California Corporation ("CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein collectively as the "Parties."

Recitals

A. On December 1, 2021, CITY and CONTRACTOR entered into the Agreement for On- Call Architecture Services (the "Agreement") for services to provide Landscape Architectural 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. The term of the Agreement ends on June 30, 2024 and compensation to the Contractor under the Agreement was limited to $300,000 per fiscal year.

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 limit under the Agreement to $650,000 for fiscal year 2022/2023.

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:

Article 3 "Compensation" Section (a) is deleted and replaced to read in its entirety:

"City liability for compensation to Contractor under this Agreement, as amended, 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 as amended shall be limited to: (1) Three Hundred Thousand ($300,000) for the period December 1, 2021 to June 30, 2022; (2) Six Hundred Fifty Thousand Dollars ($650,000) for the period July 1, 2022 to June 30, 2023; (3) On July 1, 2023 and continuing for the remaining term of this Agreement the total amount of compensation under this Agreement as amended shall be limited to Three Hundred Thousand Dollars ($300,000) per fiscal year. All fiscal years commence on July 1 and end on June 30 and compensation during any portion of a fiscal year shall be pro-rated. For purposes of calculating and pro-rating compensation due each fiscal year shall be considered to have 365 days."

DRAFT

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

This Amendment No. 1 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 Agreement for CONTRACTOR to provide on-call architecture services pertaining to various City projects and development and to provide 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	Verde Design, Inc., a California Corporation
By:_____	By: _____
Layne Long	Name:
City Manager	Its:
Date:_____2022	Date:_
	_____2022 (Attestation & Approval follow)

ATTEST: (Reso. 2022-___)

By:_____ Deputy City Clerk

APPROVED AS TO FORM:

By:_ For the City Attorney

VERDE DESIGN
2455 The Alameda, Suite 200
Santa Clara, CA 95050
t 408.985.7200 f 408.985.7260
www.verdedesigninc.com

July 26, 2022

Mr. Brian McMinn, Public Works Director
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Subject: Glorya Jean Tate Park Improvements
Verde Design Project No.: 2207300M

In response to your request, Verde Design, Inc. is pleased to submit the following proposal to provide the identified design services on the above mentioned project. This proposal shall remain valid for a period of sixty (60) days.

PROJECT UNDERSTANDING/HISTORY:

The City of Marina (City) is requesting a proposal for design services for improvements to the park that include the full renovation of the park per the previously completed conceptual design. We have been working on phase one with the City that will develop the bike pump track. Remaining elements in the conceptual plan include:

- Entry plaza along Reservation Road
- Playground
- Half Court Basketball
- Pickle Ball
- Cornhole/Horseshoe Court
- BBQ & Picnic Area
- Dog Park
- Natural or Synthetic Turf
- Parking Lot Renovation
- Building Entry Access Upgrade
- Jogging Loop and Pathways
- Bike Entry & Seating
- Park Landscaping
- Park Furnishings: Benches, Drinking Fountains, Exercise Stations, Security Lighting, Bike Racks, Trash & Recycle Receptacles

Verde Design proposes a design process to include start-up and 30% schematic design, 50% design development submittal, 95% submittal and 100% construction documents. Plans will be developed as one increment and a single bid package.

Starting with a review of the conceptual plan Verde Design developed, we will review the proposed improvements and programs with staff for alignment with any standards and equipment selection. A site walk and meeting with

the City staff will occur to review input and program needs. We can review conditions and proposed needs for the paving/circulation, ADA improvements, lighting, utility and other upgrades.

We will prepare site survey for areas not previously surveyed and can utilize any as-built plans the City has for the base information. A base plan will be setup per the proposed improvements. Geotechnical report will be prepared.

After the start-up phase, we will develop the schematic design package. We plan to meet with staff halfway through this process to review the progress and verify questions on the design and engineering. We will setup a systems design for the grading, drainage, material and electrical for the proposed improvements and site work for discussion and review at the meeting. We plan to present options or insights so that direction can be provided to complete the design and final 30% submittal. We will also present to the City Council to gather their input on the final design.

We have included an ADA consultant to review existing conditions and our plans for compliance. Specifically the building access and ADA parking will be reviewed. Current building entry from the front and parking lot side is not compliant and should be upgraded.

Following the approval of the design development package, we will move forward with 95% construction documents. We will review the package with staff and coordinate comments. The next submittal will be the final bid submittal for a final review and design coordination. City specifications, bidding documents and standards will be incorporated. A bid set of plans will be prepared for bidding.

Included are services for storm water treatment alignment for the impervious surfacing being added. We may need to add or modify the drainage system for the proposed improvements and storm water requirements. Storm water calculations and coordination with the City engineers will occur to align the plans with the City's stormwater requirements.

An erosion control plan and SWPP will be provided. Inspection services or QSP services will be provided by the contractor.

Included are several meetings with the City staff during the design process and construction documents phases.

Our timeline is proposed below. Our master plan cost estimate was at $7.3 million and the phase one costs were around $1M. Therefore, we are looking at around $6 million for the construction value of this phase.

SCOPE OF SERVICES

Verde Design proposes to provide the following services based on the above stated project understanding.

I. Start-Up Phase

A. Establish files and in-house documentation.

B. Receive all available data, maps, reports, etc.

C. Obtain City documents relating to the site and other requirements, standards and regulations for development of the facilities.

D. Coordinate the as-builts, site maps and Reservation Road improvements available with the City.

E. Provide a draft milestone schedule.

F. Provide a site survey and update the previously prepared topographical survey for the areas not previously included, including the stairs at Cardoza Avenue.

G. Provide geotech reports for the project site for paving and subgrade construction recommendations. Percolation tests are also included for storm water treatment planning.

H. Visit the project site to complete a visual inventory of the existing conditions and review pedestrian circulation, paving conditions, and proposed park elements with City staff.

I. Kick-Off Meeting

1. Staff meeting to review schedule, deliverables, budget, and project process.
2. Review any relevant City Standards and any other related projects or future work anticipated in the park.
3. Review previous master plan and phase one improvements for direction related to this project scope.
4. Review project schedule.

II. Schematic Design Phase - The following outlines the work to be completed to prepare plans and specifications for construction.

A. 30% Submittal Package

1. The submittal includes plans that will be developed to a preliminary level for discussion. We plan to make an approach to the design and engineering of the plans/systems and review our progress with City and then complete the design based on input. The plans show overall site design including:
   a. Cover Sheet
   b. Existing Conditions Plan
   c. Grading Plan
   d. Drainage Plan
   e. Stormwater Treatment Plan
   f. Layout Plan
   g. Material and Detail Reference Plan
   h. Conceptual Planting Plan & Palette
   i. Construction Details
   j. Electrical Plans
   k. ADA Assessment
2. Provide representative technical specifications for the project with a table of contents listing.. Specifications will be provided in six-digit CSI format.
3. The submittal book supplements the plans and specifications showing:
   a. Progress Report
   b. Statement of Probable Construction Costs
   c. Material cut sheets
4. Redline and review, Internal Quality Control (QC).
5. Submittal Preparation and coordination of plans and specifications will be provided for review.

B. Two review meetings with City staff to review plans and receive comments.

C. One presentation to City Council to review plans and receive comments.

II. Design Development Phase - The following outlines the work to be completed to prepare plans and specifications for construction.

A. 60% Submittal Package

1. The submittal includes plans and draft technical specifications. The plans show overall site design including:
    a. Cover Sheet
    b. Access Plan
    c. Existing Conditions Plan
    d. Erosion and Sediment Control Plan
    e. Demolition Plan
    f. Grading Plan
    g. Drainage Plan
    h. Stormwater Treatment Plan
    i. Layout Plan
    j. Material and Detail Reference Plan
    k. Irrigation Plan
    l. Planting Plan
    m. Construction Details
    n. Electrical Plans
    o. Structural Plans
2. Setup technical specifications for the project. Specifications will be provided in six-digit CSI format. Setup City front end documents and overall table of contents.
3. The submittal book supplements the plans and specifications showing:
    a. Progress Report
    b. Statement of Probable Construction Costs
    c. Material cut sheets
4. Redline and review, Internal Quality Control (QC).
5. Submittal Preparation and coordination of plans and specifications will be provided for review.

B. Two review meetings with City staff to review plans and receive comments.

III. Construction Document Phase - The following outlines the work to be completed to prepare plans and specifications for construction.

A. 95% Submittal Package

1. The submittal includes plans and draft technical specifications. The plans show overall site design including:
    a. Cover Sheet
    b. Access Plan

c. Existing Conditions Plan

d. Demolition Plan

e. Grading Plan

f. Drainage Plan

g. Storm Water Plan

h. Layout Plan

i. Material and Detail Reference Plan

j. Irrigation Plan

k. Planting Plan

l. Construction Details

m. Electrical Plans

n. Structural Plans

2. The technical specifications show representative specifications for the project. Specifications will be provided in six-digit CSI format. City front end specification updates.

3. The submittal book supplements the plans and specifications showing:

   a. Progress Report

   b. Statement of Probable Construction Costs

4. Redline and review, Internal Quality Control (QC).

5. Submittal Preparation and coordination of plans and specifications will be provided for review.

B. Edit technical specifications, City standard specifications and front-end documents.

C. City building department review and coordinate comments.

D. 100%/Bid Submittal – Coordinate, update and provide final bid package.

E. One review meeting with City staff to review plans and receive comments.

F. Play equipment inspection during plan development.

IV. Optional Services

A. Security cameras and WAP.

B. Pump track lighting.

C. Power service upgrade.

PRODUCTS

Verde Design will provide the following products as outlined in the above Scope of Services:

1. 30% submittal – one electronic and two hardcopy sets of plans, costs and specifications
2. 50% submittal – one electronic and two hardcopy sets of plans, costs and specifications
3. 95% submittal – one electronic and two hardcopy sets of plans, costs and specifications

PROJECT TIMELINE

Verde Design proposes the following general timeline:

30% Submittal:	10 Weeks
60% Submittal:	6 Weeks
95% Submittal:	5 Weeks
Bid Submittal:	4 Weeks

Note: the above timelines does not include any required review time by City staff.

CLIENT'S RESPONSIBILITIES

In order to complete the items described in Scope of Services above, we respectfully request that the City provide the following information:

1. Any available construction, utility or record drawings of the project area.
2. Reservation Road improvement plans.
3. Geotechnical testing during construction.
4. Bid set copies.

SPECIAL PROVISIONS

A. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically <u>not</u> included in the Scope of Services:

1. Meetings other than those listed
2. Renderings and presentations to public bodies other than those listed
3. SWPPP services for design (QSP) inspection during construction. Services to be provided by contractor for inspection.
4. Testing during construction
5. Underground utility surveys
6. Utility runs off-site
7. Survey property lines or easement locations

8. Permit fees associated with the project
9. Access plans – ADA site plan and evaluation of existing conditions
10. Pump or lift station design
11. 3D graphics
12. Arborist report
13. CEQA process
14. Architecture and mechanical engineering services.

B. This fee will be valid for 60 days, should the City choose to extend or add to the contract, the unbilled portion of this agreement will be subject to an increase in January of 2021 to cover annual wage adjustments for office personnel.

C. Services will be diligently pursued, and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of City, their consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

For the scope of services and products identified in this proposal, Verde Design respectfully requests the following time and materials not to exceed fee including all reasonable reimbursable expenses that are outlined to be included in the project.

▪ Phase 1: 30% Submittal		$142,433
▪ Phase 2: 60% Submittal		$116,293
▪ Phase 3: 95% & Bid Submittal		$156,768
	Total	**$415,494**

Optional Services

• Data/WAP and Security Cameras	$11,370
• Pump Track Lighting Design	$8,070
• Power Service Upgrade	$13,570

Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.

CHANGE IN SERVICES

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

TERMINATION OF AGREEMENT

In the event the project is terminated or indefinitely suspended in the manner herein provided, Verde Design shall turn over copies of any and all documents completed to that date. Verde Design shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

Brian, if this proposal meets with the approval of the City of Marina, please sign the proposal below. Thank you again for the opportunity to work with your City and Community on the Glorya Jean Tate Park improvements.

Respectfully Submitted,

Verde Design, Inc.

Derek McKee, RLA

Principal

Approved:

_____

Name:

Date:

Enclosure: 2022 Charge Rate Schedule

cc: Nance Cronin, Verde Design

Verde Design, Inc.

Charge Rate Schedule

Effective until December 31, 2022

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	$255.00 per hour
Project Manager/Construction Manager	
Level Four	$240.00 per hour
Level Three	$220.00 per hour
Level Two	$180.00 per hour
Level One	$165.00 per hour
Project Engineer	
Level II	$180.00 per hour
Level I	$165.00 per hour
IT Manager	$180.00 per hour
CAD Manager	$175.00 per hour
Project Designer	$160.00 per hour
Job Captain/Staff Engineer/Construction Administrator	$150.00 per hour
Draftsperson Level II	$145.00 per hour
Draftsperson Level I	$140.00 per hour
Project Administrator	$85.00 per hour
Intern	$75.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

July 28, 2022 Item No. **8h(1)**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of August 3, 2022

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2022-, ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS AS SHOWN ON THE APPROVED SEA HAVEN PHASE 5A IMPROVEMENT PLANS AND FINAL MAP, AND AUTHORIZING THE CITY CLERK TO RELEASE BOND SECURITIES, ACCEPT A WARRANTY BOND, AND RECORD ACCEPTANCE WITH THE MONTEREY COUNTY RECORDER'S OFFICE

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2022-, accepting the dedication of Public Improvements as shown on the approved Sea Haven Phase 5A Improvement Plans and Final Map, and;
2. Authorize the City Clerk to release bond securities, accept a warranty bond, and record acceptance with Monterey County Recorder's Office.

BACKGROUND:

At the regular meeting of August 7, 2019, the City Council adopted Resolution No. 2019-78, approving a Public Improvement Agreement for Sea Haven Phase 5A between the City of Marina and the Contracting Parties associated with the Sea Haven Residential Development (Developer).

At the same meeting, City Council adopted Resolution No. 2019-81, approving the Phase 5A Final Map for the Sea Haven Development Project Subdivision (formerly Marina Heights).

The Final Map of Tract No. 1540, recorded in the Monterey County Recorders Office in Volume 24 of Cities and Towns, at page 62 specifies the dedications for public use as part of the Owner's Statement ("**EXHIBIT A**"). Streets dedicated to the City on this map include Hayden Way, Denali Drive, Rainer Way, Hood Way and McKinley Drive.

The Developer has filed with the City Clerk a Faithful Performance bond and a Labor and Materials bond each in the amount of $2,218,000.

ANALYSIS:

The Improvements required by the improvement plans entitled "Improvement Plans for Preserve & Residences Sea Haven Phase 5A" ("**Improvement Plans**"), and approved by the City Engineer on April 23, 2019, were completed by the Developer in substantial conformance with the approved Improvement Plans for the project.

The Public Improvement Agreement states that a Guarantee and Warranty period will remain for one year after acceptance of the Improvements by the City Council.

Therefore, a request is being made by the Developer to release all of the Faithful Performance Bond & Labor and Materials bond. A new bond of 10% of the original Performance bond ($221,800) for public improvements will remain with the City Clerk as the Guarantee and Warranty Security for one (1) year after acceptance. Any repairs required during the Guarantee and Warranty period will be made by the Developer, or the costs will be recovered from said bond. After the Warranty period, maintenance responsibilities for pavement improvements will be covered by the City and financed through the City's Pavement Management Program.

FISCAL IMPACT:

The fiscal impacts for maintenance of these improvements after the warranty period shall be incorporated into the City's existing street maintenance budget.

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. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS AS SHOWN ON THE APPROVED SEA HAVEN PHASE 5A IMPROVEMENT PLANS AND FINAL MAP, AND AUTHORIZING THE CITY CLERK TO RELEASE BOND SECURITIES, ACCEPT A WARRANTY BOND, AND RECORD ACCEPTANCE WITH THE MONTEREY COUNTY RECORDER'S OFFICE

WHEREAS, at the regular meeting of August 7, 2019, the City Council adopted Resolution No. 2019-78, approving a Public Improvement Agreement for Sea Haven Phase 5A between the City of Marina and the Contracting Parties associated with the Sea Haven Residential Development (Developer), and;

WHEREAS, at the same meeting, City Council adopted Resolution No. 2019-81, approving the Phase 5A Final Map for the Sea Haven Development Project Subdivision (formerly Marina Heights), and;

WHEREAS, the Final Map of Tract No. 1540, recorded in the Monterey County Recorders Office in Volume 24 of Cities and Towns, at page 62 specifies the dedications for public use as part of the Owner's Statement ("**EXHIBIT A**"). Streets dedicated to the City on this map include Hayden Way, Denali Drive, Rainer Way, Hood Way and McKinley Drive, and;

WHEREAS, the Developer has filed with the City Clerk a Faithful Performance bond and a Labor and Materials bond each in the amount of $2,218,000, and;

WHEREAS, the Improvements required by the improvement plans entitled "Improvement Plans for Preserve & Residences Sea Haven Phase 5A" ("**Improvement Plans**"), and approved by the City Engineer on April 23, 2019, were completed by the Developer in substantial conformance with the approved Improvement Plans for the project, and;

WHEREAS, the Public Improvement Agreement states that a Guarantee and Warranty period will remain for one year after acceptance of the Improvements by the City Council, and;

WHEREAS, therefore, a request is being made by the Developer to release all of the Faithful Performance bond. A new bond of 10% of the original Performance bond ($221,800) for public improvements will remain with the City Clerk as the Guarantee and Warranty Security for one (1) year after acceptance. Any repairs required during the Guarantee and Warranty period will be made by the Developer, or the costs will be recovered from said bond. After the Warranty period, maintenance responsibilities for sidewalks and pavement improvements will be covered by the City and financed through the City's Pavement Management Program, and;

WHEREAS, the fiscal impacts for maintenance of these improvements after the warranty period shall be incorporated into the City's existing street maintenance budget.

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

1. Accept the dedication of Public Improvements as shown on the approved Sea Haven Phase 5A Improvement Plans and Final Map
2. Authorize the City Clerk to release Performance, and Labor and Materials bond securities;
3. Authorize the City Clerk to accept a warranty bond, and;
4. Authorize the City Clerk to record acceptance with Monterey County Recorder's Office.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of August 2022 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

EXHIBIT A
to Staff Report

Vol 24 C&T Pg 62

OWNER'S STATEMENT

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINE.

WE HEREBY DEDICATE IN FEE FOR PUBLIC USE TO THE CITY OF MARINA PARCEL P5R1, BEING HAYDEN WAY, DENALI DRIVE, RAINIER WAY, HOOD WAY AND McKINLEY DRIVE, WITHIN THE SUBDIVISION FOR ROAD AND UTILITY PURPOSES, AND SUCH OFFER IS IRREVOCABLE; SUBJECT TO THE RESERVATION OF THE RIGHT TO MAINTAIN LANDSCAPING, IRRIGATION AND STORM DRAIN WITHIN PARCEL P5R1.

WE ALSO HEREBY CREATE PARCELS P5A1, P5A2 AND P5G2 WHICH WILL REMAIN PRIVATE AND WILL BE TRANSFERRED TO THE HOME OWNER'S ASSOCIATION AT A FUTURE DATE.

WE ALSO HEREBY DEDICATE TO THE CITY OF MARINA, EMERGENCY VEHICLE ACCESS EASEMENTS OVER PARCELS P5A1 AND P5A2 SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF MARINA, PUBLIC TRAIL EASEMENTS FOR PEDESTRIAN ACCESS PURPOSES WITHIN THE SUBDIVISION, OVER PARCELS P5N21 AND P5N22 SHOWN HEREON.

ABUTTERS RIGHTS OF ACCESS IN AREAS DESIGNATED ON MAP ARE HEREBY RELINQUISHED.

SUBDIVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS AND EMPLOYEES FROM ANY CLAIM, ACTION OR PROCEEDING AGAINST THE CITY OR ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS OFFICERS OR EMPLOYEES, TO ATTACK, SET ASIDE, VOID OR ANNUL AN APPROVAL OF THE CITY, ITS CITY COUNCIL, PLANNING COMMISSION, OR OTHER BOARD, ADVISORY AGENCY OR LEGISLATIVE BODY CONCERNING THIS SUBDIVISION. CITY WILL PROMPTLY NOTIFY THE SUBDIVIDER OF ANY CLAIM, ACTION OR PROCEEDING AGAINST IT AND WILL COOPERATE FULLY IN THE DEFENSE. THIS CONDITION IS IMPOSED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66474.9.

GRANTOR FRESNO CLOVIS INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY _____
KEVIN ASSEMI, TRUSTEE OF THE FARSHID AND SONIA ASSEMI 2010 GRANTOR TRUST, MEMBER

BY _____
NEEMA ASSEMI, TRUSTEE OF THE FARID ASSEMI 2010 GRANTOR TRUST, MEMBER

WATHEN CASTANOS PETERSON COASTAL, LP, A CALIFORNIA LIMITED PARTNERSHIP
BY: ASSEMI GROUP, INC. A CALIFORNIA CORPORATION

BY _____
KEVIN ASSEMI, PRESIDENT

WATHEN CASTANOS PETERSON HOMES, INC., A DELAWARE CORPORATION

BY _____
JOSHUA E. PETERSON, PRESIDENT

CITY CLERK'S STATEMENT

I, ANITA SHARP, DEPUTY CITY CLERK OF THE CITY OF MARINA, HEREBY CERTIFY THAT THE CITY COUNCIL OF SAID CITY OF MARINA APPROVED THE HEREIN MAP ON THE 7th DAY OF August, 2019 AND ACCEPTS ON BEHALF OF THE PUBLIC, IN FEE, SUBJECT TO IMPROVEMENTS, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP BY RESOLUTION NO. 2019-81 AND ACCEPTS ON BEHALF OF THE PUBLIC ALL PARCELS OFFERED FOR DEDICATION, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND ACCEPTS ALL PUBLIC EASEMENTS OFFERED FOR DEDICATION.

BY _____
ANITA SHEPHERD-SHARP
DEPUTY CITY CLERK OF MARINA

PLANNING COMMISSION STATEMENT

I, FRED AEGERTER, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR, CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AS APPROVED BY THE CITY COUNCIL OF THE CITY OF MARINA ON SEPTEMBER 16, 2003; THAT ALL OF THE PROVISIONS OF THE "CALIFORNIA SUBDIVISION MAP ACT", AS AMENDED, AND THE CITY OF MARINA SUBDIVISION ORDINANCE, TITLE 16 OF THE MARINA MUNICIPAL CODE, HAVE BEEN COMPLIED WITH.

_____
FRED AEGERTER, AICP
COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR
CITY OF MARINA

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

ON May 31, 2019, BEFORE ME, Katrina Ingram, Notary Public, PERSONALLY APPEARED Neema Assemi WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY(IES), AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____
Katrina Ingro

KATRINA INGRAO
Notary Public - California
Fresno County
Commission # 2167877
My Comm. Expires Oct 14, 2020

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

ON May 30, 2019, BEFORE ME, Joy Poeng, Notary Public, PERSONALLY APPEARED Joshua E. Peterson WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY(IES), AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____
Joy Poeng

JOY POENG
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2215591
FRESNO COUNTY
My Comm. Exp. September 25, 2021

SURVEYOR'S STATEMENT

I, DAVID T. EDSON, HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WATHEN CASTANOS MARINA EA, LLC. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MAY 31, 2020, AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

_____ 5/29/2019
DAVID T. EDSON
LS 4974

LICENSED LAND SURVEYOR
DAVID T. EDSON
No. 4974
STATE OF CALIFORNIA

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

ON June 3, 2019, BEFORE ME, Katrina Ingram, Notary Public, PERSONALLY APPEARED Kevin Assemi WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY(IES), AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____
Katrina Ingro

KATRINA INGRAO
Notary Public - California
Fresno County
Commission # 2167877
My Comm. Expires Oct 14, 2020

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

ON _____, 2019, BEFORE ME, _____, 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.

SIGNATURE: _____

MARINA HEIGHTS PHASE 5a

TRACT NO. 1540

SHOWING THE SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THAT MAP OF MARINA HEIGHTS, PHASE 1, FILED IN VOLUME 23, CITIES AND TOWNS, PAGE 29 OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA

CITY OF MARINA COUNTY OF MONTEREY STATE OF CALIFORNIA

BY

CENTRAL COAST SURVEYORS
5 HARRIS COURT, SUITE N-11 MONTEREY, CALIFORNIA 93940
Phone: (831) 394-4930
Fax: (831) 394-4931

JOB No. 15-91 MAY 2019

PREPARER: DRZ

SHEET 1 OF 5

Vol 24 C&T Pg 62

DEDICATION CERTIFICATE

THE CITY OF MARINA SHALL, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66477.5 IN ITS PRESENT FORM OR AS IT MAY FROM TIME TO TIME BE AMENDED, RECONVEY PARCEL P5R1 IN FEE FOR PUBLIC USE, TO THE SUBDIVIDER NAMED BELOW, THEIR SUCCESSORS, HEIRS OR ASSIGNEES, IF THE CITY COUNCIL OF THE CITY OF MARINA SHOULD DETERMINE THAT THE SAME PUBLIC PURPOSE FOR WHICH SAID PARCELS WERE DEDICATED NO LONGER EXISTS OR THAT SAID PARCELS OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, EXCEPT FOR ALL OR ANY PORTIONS OF THE PROPERTY THAT IS STILL REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

SUBDIVIDERS: GRANTOR FRESNO CLOVIS INVESTMENTS, LLC
1396 W. HERNDON AVE, STE 101
FRESNO CA 93711

WATHEN CASTANOS PETERSON COASTAL, L.P.
1446 TOLLHOUSE RD. SUITE 103
CLOVIS, CA 93611

WATHEN CASTANOS PETERSON HOMES, INC.
1446 TOLLHOUSE RD. SUITE 103
CLOVIS, CA 93611

CITY ENGINEER & SURVEYOR'S STATEMENT

I, BRIAN McMINN, ACTING CITY ENGINEER AND SURVEYOR OF THE CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND IT IS TECHNICALLY CORRECT; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE CITY COUNCIL OF THE CITY OF MARINA ON THE 16TH DAY OF SEPTEMBER, 2003, THAT ALL OF THE PROVISIONS OF THE "CALIFORNIA SUBDIVISION MAP ACT", AS AMENDED, AND THE CITY OF MARINA SUBDIVISION ORDINANCE, TITLE 16 OF THE MARINA MUNICIPAL CODE HAVE BEEN COMPLIED WITH.

Brian McMinn
BRIAN McMINN
PE 64143 EXPIRES 12/31/20
PLS 8116 12/31/20
ACTING CITY ENGINEER AND SURVEYOR, CITY OF MARINA

COUNTY RECORDER'S STATEMENT

FILED THIS 26th DAY OF September 2019 AT 10:00 AM IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 62 AT THE REQUEST OF CENTRAL COAST SURVEYORS. Tract # 1540

COUNTY RECORDER Stephen L. Vagnini
DEPUTY
SERIAL NO. 2019042520 FEE $91.00

PARCEL 1 REMAINDER
24.01 Ac.

G6
"OAK GROVE PARCEL"
11.17 Ac.

MCWD PARCEL SHOWN ON 23-C&T-29
(NOT A PART OF THIS SUBDIVISION)

TIE: S 86°53'17" E 532.36'

DETAIL
SCALE: 1"=50'

GRAPHIC SCALE
(IN FEET)
1 inch = 150 ft.

TRACT No. 1478
MARINA HEIGHTS PHASE 2
23-C&T-42

RAINIER WAY
DENALI DRIVE
HOOD WAY
McKINLEY DRIVE
ABRAMS DRIVE
PARCEL "C" OF 23-SURVEYS-29
IMJIN ROAD
20-SURVEYS-91 PARCEL 1

15
22
31

SHEET 3
SHEET 4

TABLE OF COURSES

	BEARING	DISTANCE
L1	N 11°37'23" E	137.19'
L2	S 78°22'37" E	18.66'
L3	N 11°37'23" E	51.00'
L4	N 49°23'55" W	151.00'
L5	N 49°23'55" W	100.00'
L6	S 82°11'35" W	30.00'
L7	N 71°21'29" E	51.00'

	ANGLE	RADIUS	LENGTH
C1	44°43'26"	200.00'	156.12'
C2	34°55'07"	200.00'	121.89'
C3	9°48'19"	200.00'	34.23'

BASIS OF BEARINGS

THE BEARING OF SOUTH 78°22'37" EAST BETWEEN TWO FOUND 1" IRON PIPE TAGGED LS 5992 AS SHOWN ON THE MAP RECORDED IN VOLUME 19 OF SURVEYS AT PAGE 1 AND VOLUME 23, CITIES AND TOWNS, PAGE 29, AS FOUND MONUMENTED, WAS TAKEN AS BASIS OF BEARINGS SHOWN UPON THIS MAP.

MARINA HEIGHTS PHASE 5a

TRACT NO. 1540

SHOWING THE SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THAT MAP OF MARINA HEIGHTS, PHASE 1, FILED IN VOLUME 23, CITIES AND TOWNS, PAGE 29 OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA

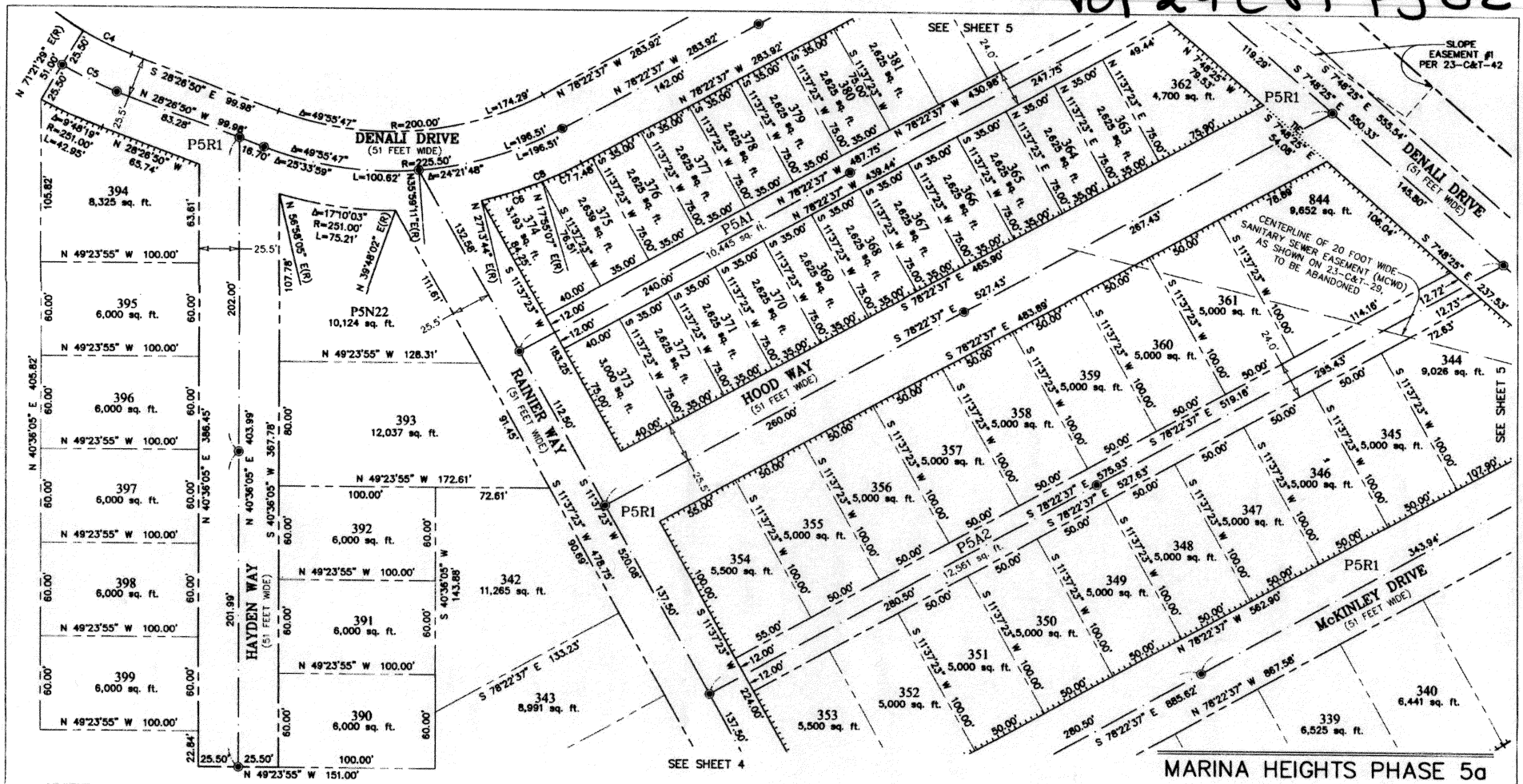
CITY OF MARINA COUNTY OF MONTEREY STATE OF CALIFORNIA

BY
CENTRAL COAST SURVEYORS
5 HARRIS COURT, SUITE N-11 MONTEREY, CALIFORNIA 93940
Phone: (831) 394-4930
Fax: (831) 394-4931

SCALE: 1" = 150' JOB No. 15-91 MAY 2019
PREPARER: DRZ

SHEET 2 OF 5

Vol 24 C&T Pg 62



LEGEND:

- ABUTTERS RIGHTS RELINQUISHED
- ◉ SET STANDARD CENTERLINE MONUMENT, STAMPED "LS 4974" UNLESS OTHERWISE NOTED
- (R) RADIAL

TABLE OF COURSES

	ANGLE	RADIUS	LENGTH
C4	9°48'19"	200.00'	34.23'
C5	9°48'19"	225.50'	38.59'
C6	9°18'37"	251.00'	40.79'
C7	6°17'44"	251.00'	27.58'
C8	15°36'21"	251.00'	68.37'

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

MARINA HEIGHTS PHASE 5a

TRACT NO. 1540

SHOWING THE SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THAT MAP OF MARINA HEIGHTS, PHASE 1, FILED IN VOLUME 23, CITIES AND TOWNS, PAGE 29 OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA

CITY OF MARINA COUNTY OF MONTEREY STATE OF CALIFORNIA

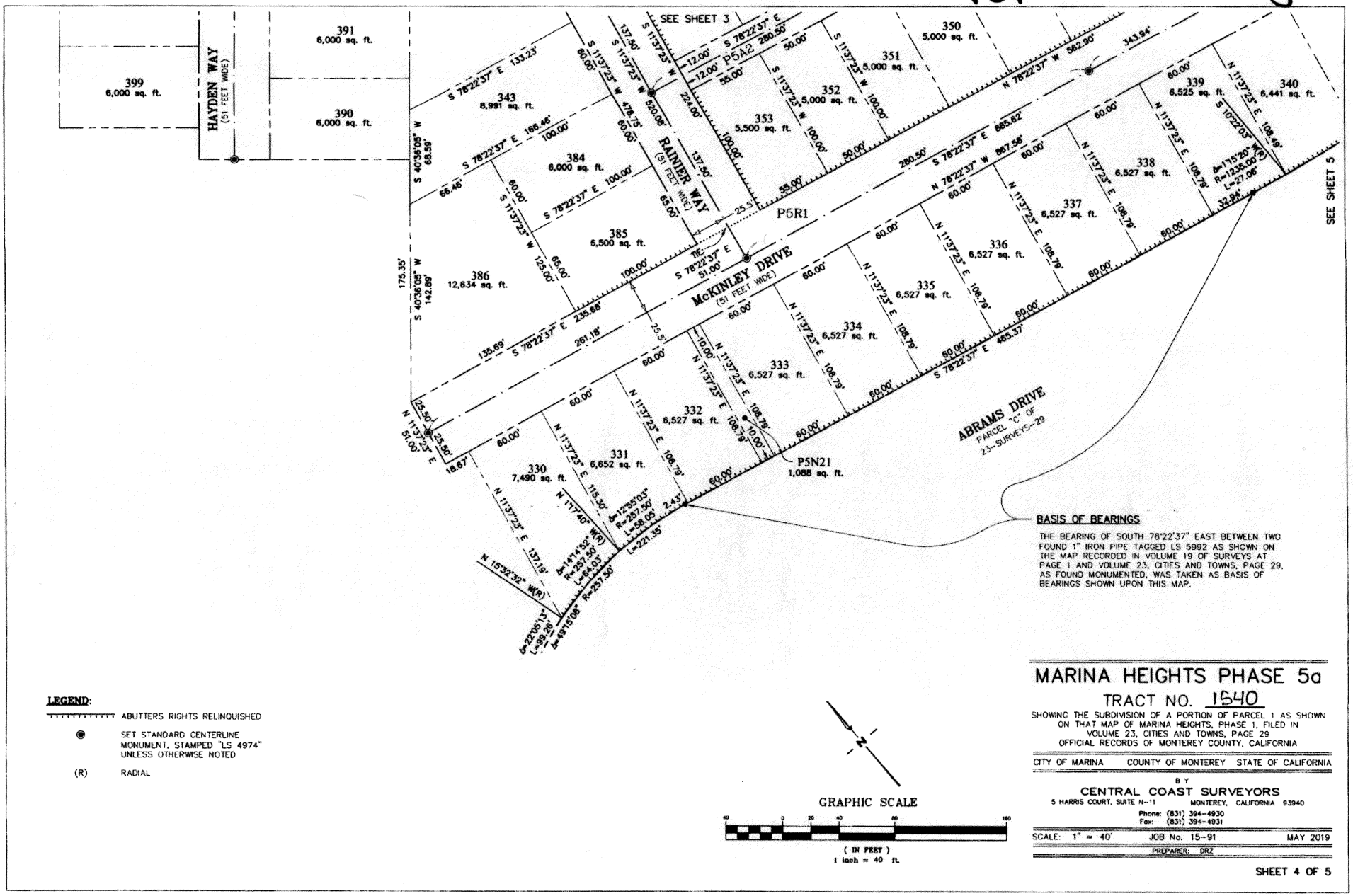
BY

CENTRAL COAST SURVEYORS
5 HARRIS COURT, SUITE N-11 MONTEREY, CALIFORNIA 93940
Phone: (831) 394-4930
Fax: (831) 394-4931

SCALE: 1" = 40' JOB No. 15-91 MAY 2019
PREPARER: DRZ

SHEET 3 OF 5

Vol 24 C&T Pg 62



BASIS OF BEARINGS

THE BEARING OF SOUTH 78°22'37" EAST BETWEEN TWO FOUND 1" IRON PIPE TAGGED LS 5992 AS SHOWN ON THE MAP RECORDED IN VOLUME 19 OF SURVEYS AT PAGE 1 AND VOLUME 23, CITIES AND TOWNS, PAGE 29, AS FOUND MONUMENTED, WAS TAKEN AS BASIS OF BEARINGS SHOWN UPON THIS MAP.

LEGEND:

- ABUTTERS RIGHTS RELINQUISHED
- SET STANDARD CENTERLINE MONUMENT, STAMPED "LS 4974" UNLESS OTHERWISE NOTED
- (R) RADIAL

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

MARINA HEIGHTS PHASE 5a

TRACT NO. 1540

SHOWING THE SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THAT MAP OF MARINA HEIGHTS, PHASE 1, FILED IN VOLUME 23, CITIES AND TOWNS, PAGE 29 OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA

CITY OF MARINA COUNTY OF MONTEREY STATE OF CALIFORNIA

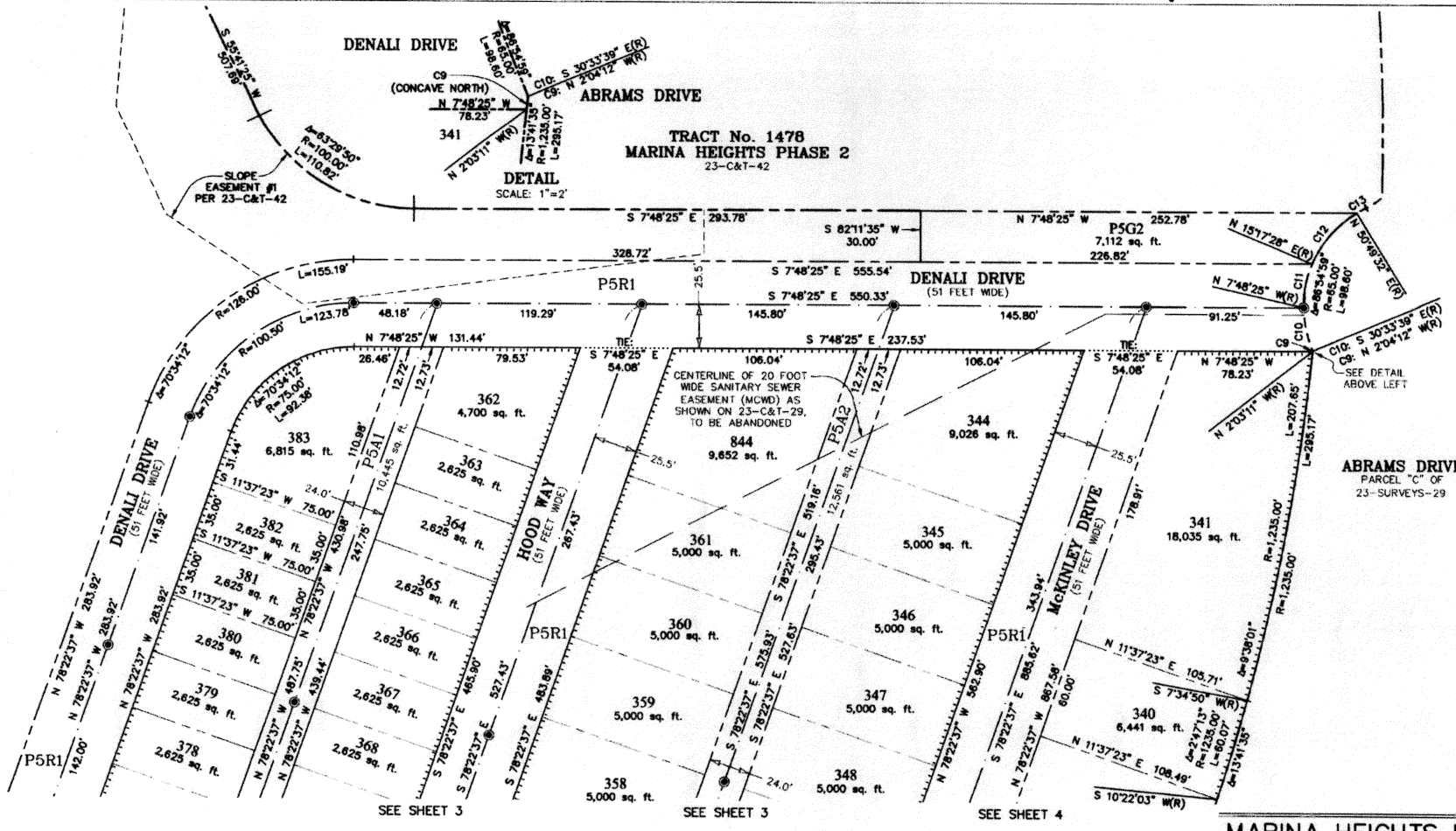
BY
CENTRAL COAST SURVEYORS
5 HARRIS COURT, SUITE N-11 MONTEREY, CALIFORNIA 93940
Phone: (831) 394-4930
Fax: (831) 394-4931

SCALE: 1" = 40' JOB No. 15-91 MAY 2019

PREPARER: DRZ

SHEET 4 OF 5

Vol 24 C&T Pg 62



LEGEND:

ABUTTERS RIGHTS RELINQUISHED

SET STANDARD CENTERLINE MONUMENT, STAMPED "LS 4974" UNLESS OTHERWISE NOTED

(R) RADIAL

TABLE OF COURSES

	ANGLE	RADIUS	LENGTH
C9	0°01'01"	1,235.00'	0.36'
C10	22°45'14"	65.00'	25.81'
C11	23°05'53"	65.00'	26.20'
C12	35°32'04"	65.00'	40.31'
C13	5°31'48"	65.00'	6.28'

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

MARINA HEIGHTS PHASE 5a

TRACT NO. 1540

SHOWING THE SUBDIVISION OF A PORTION OF PARCEL 1 AS SHOWN ON THAT MAP OF MARINA HEIGHTS, PHASE 1, FILED IN VOLUME 23, CITIES AND TOWNS, PAGE 29 OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA

CITY OF MARINA COUNTY OF MONTEREY STATE OF CALIFORNIA

BY

CENTRAL COAST SURVEYORS
5 HARRIS COURT, SUITE N-11 MONTEREY, CALIFORNIA 93940
Phone: (831) 394-4930
Fax: (831) 394-4931

SCALE: 1" = 40' JOB No. 15-91 MAY 2019

PREPARER: DRZ

SHEET 5 OF 5

AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES
"Sea Haven"
– Phase 5a –

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities ("Agreement") is made and entered into this ___ day of August, 2019, by and between the City of Marina, herein called the "City," a municipal corporation, and Wathen Castanos Peterson Homes, Inc., a corporation of the State of Delaware registered to do business in California, Grantor Fresno Clovis Investments, LLC, a California limited liability company, and Wathen Castanos Peterson Coastal, LP, a California limited partnership, as tenants in common (collectively referred to herein as "Co-Owners") together with Marina Developers, Inc., a California corporation (referred to herein as the "Developer"). Co-Owners and Developer are collectively referred to herein as "Contracting Parties" and in the singular as a "Contracting Party."

WHEREAS, pursuant to the grant deed from Cypress Marina Heights LLC ("Cypress Marina Heights") dated April 13, 2019, as Document No. 2018015912, Co-Owners are now the owners of the land known as "Sea Haven Phase 5a" (the "Property"); and

WHEREAS, Developer is under contract to purchase the Property from Co-Owners and after such purchase will improve the Property according to this Agreement; and

WHEREAS, the City and Cypress Marina Heights previously entered into that certain Final Development Agreement dated as of March 3, 2004 (the "Development Agreement"), pursuant to which the City and Cypress Marina Heights, LLC agreed to certain matters with respect to the development, formerly known as Marina Heights and now known as Sea Haven, of 1,050 homes (the "Project") on certain real property, consisting of approximately two hundred forty-eight acres located between Imjin Road, Abrams Drive and 12th Street in the City (the "Project Site"); and

WHEREAS, the City and Cypress Marina Heights amended the Development Agreement once previously with that certain Implementation Agreement dated October 11, 2007 (the Development Agreement, as so previously amended by the Implementation Agreement being referred to herein as the "Amended Development Agreement"); and

WHEREAS, Cypress Marina Heights assigned, and Co-Owners assumed, portions of the rights and obligations of Cypress Marina Heights under the Amended Development Agreement between the City and Cypress Marina Heights; and

WHEREAS, Cypress Marina Heights remains obligated under the Amended Development Agreement for the balance of the Project not yet conveyed to third parties; and

WHEREAS, prior to its adoption of the Development Agreement, the City approved a Specific Plan for the Project Site, General Plan Amendments, a Specific Plan Zoning Ordinance and Map Amendments, a tentative Map and certified an EIR (collectively the "Project Approvals") subject to the Conditions of Approval attached to Resolution 2004-44 and compliance with Marina Municipal Code Section 16.16.100 requiring a subdivision improvement agreement and bonding prior to approval of the first Final Map; and

WHEREAS, consistent with the Project Approvals, the Developer, with the consent of the Co-Owners, is in the process of developing the Project on the Project Site; and

WHEREAS, on July 3, 2018, the City and Wathen Castanos Peterson Homes, Inc. entered into the First Amendment to the Development Agreement ("First Amendment") amending the terms of the Amended Development Agreement; and

WHEREAS, improvement plans entitled "Street Improvement Plans for Sea Haven Phase 5a," herein "Improvement Plans," have been submitted to the City for approval and acceptance which improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, street lights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on **Exhibit A,** herein the "Improvements;" and

WHEREAS, the Developer, with the consent of the Co-Owners, will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map ("Final Map") for Sea Haven Phase 5a; and

WHEREAS, the City will not accept any of the Sea Haven Phase 5a Improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; and

WHEREAS, the Co-Owners or Developer require certain utilities and public works facilities in order to service the Project under the minimum standards established by the City; and

WHEREAS, the City, by and through its City Council, has enacted certain Codes, Ordinances and Resolutions and certain Rules and Regulations have been promulgated concerning the subject matter of this Agreement; and

WHEREAS, the City has certain responsibilities for maintenance and operation of such Improvements, and public service facilities after acceptance by City, and for providing the necessary connecting system, and the City has agreed to discharge those responsibilities following its acceptance of the Improvements.

NOW THEREFORE, in consideration of the foregoing and in order to carry on the intent and purpose of said Codes, Ordinances, Resolutions, Rules and Regulations, it is agreed by and between the City and the Contracting Parties as follows:

SECTION 1

The recitals to this Agreement are hereby incorporated into the terms of this Agreement. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out a length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations include, but are not limited to, the following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code and the Fort Ord Reuse Authority's (FORA) Master Resolution.

SECTION 2

The Contracting Parties agree:

a. To be jointly and severally liable to perform each and every provision required by the City to be performed by the Contracting Parties in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.

b. To grant to the City or other entities entitled thereto, from property owned by the Co-Owners or subsequently by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon. At no cost to the City, City and Contracting Parties will work cooperatively with the owners of other real property to acquire all easements necessary to construct the Improvements. At no cost to the City, City agrees to support Contracting Parties in acquisition of easements necessary to construct the Improvements. City also agrees to issue Contracting Parties and/or Contracting Parties' contractors encroachment permits necessary to accomplish said work.

Prior to acceptance of the Improvements by the City, Contracting Parties jointly and severally agree to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation reasonable attorney's fees) because of, or arising, or resulting directly or indirectly, from: (i) any damage done to any utility, public facility or other material or installation of the City on said real estate as a result of the Contracting Parties or any contractor or subcontractor of the Contracting Parties, or any employee of the foregoing, grading or working upon said real estate; or (ii) any act or omission of Contracting Parties or Contracting Parties' contractors, or subcontractors, or any employee of the foregoing in connection with the design, construction or other work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property, except for such claims, demands, causes of action liability, or loss arising out of the sole active negligence or intentional actions of the City or any of its officials, boards and commissions and members thereof, agents and employees. City shall not be responsible for the design or construction of the Improvements pursuant to the Improvement Plans, regardless of any negligent action or inaction taken by City in approving the Improvement Plans unless the particular improvement design was specifically required by City over written objection by Contracting Parties submitted to the City Engineer before construction and acceptance of the Improvements, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternate safe and feasible design. Prior to acceptance, Contracting Parties shall remain obligated for routine maintenance. After acceptance, Contracting Parties shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect, however, Contracting Parties shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect in accordance with California Code of Civil Procedure Sections 337.1 and 337.15 following acceptance by City of the Improvements. The Improvement security shall not be required to cover the provisions of this Section. Contracting Parties shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by City in enforcing the provisions of this Section

c. To construct and improve all Improvements described on the Engineer's Estimate referenced in Section 3 of this Agreement and the Improvement Plans submitted to the City in furtherance of this Agreement on file with the City. All construction and improvements shall be completed in accordance with all standards established in the applicable Codes, Ordinances, Resolutions, Rules and Regulations, all applicable laws and this Agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer or his or her designee. Contracting Parties shall furnish two good and sufficient bonds, in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements, guaranteeing Contracting Parties' performance of this Agreement: (1) a Payment Bond on a form provided by the City; and (2) a Faithful Performance Bond, both of which must be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the Contracting Parties of their obligations and the terms and conditions on which the City may obtain the proceeds of the bond. Alternatively, the Contracting Parties may provide a cash deposit in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements to guarantee Contracting Parties' performance of this Agreement.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this agreement, and shall secure payment to City of any loss due to the default of the Contracting Parties or their contractors or their inability or refusal to perform this Agreement, and to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the Improvements and acceptance of the Improvements by the City, provided that after completion of the improvements and acceptance of the Improvements by the City, a separate warranty bond issued by a surety admitted to issue such bonds in California may substitute for the performance bond securing the warranty described above in the amount of ten percent (10%) of the total contract price of the Improvements (provided that amount of said bond shall not be less than One Thousand Dollars ($1,000)) to cover the one-year warranty period. Government Code §66499.7, and as it may hereafter be amended, extended, or otherwise modified, shall apply to a request for release, in whole or in part, of the Faithful Performance Bond.

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Contracting Parties may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the Contracting Parties' contractor(s) or subcontractor(s) in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Contracting Parties , or Contracting Parties' contractor(s) or subcontractor(s) fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any person that has a lien right pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contracting Parties their contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any person that has a lien right pursuant to Title 3 California Civil Code Section Part 6 of Division 4, commencing with Section 9000 so as to give a right of action to those persons or their assigns in any suit brought upon the bond. The Payment Bond may be released thirty-five days after the passage of time within which claims of lien are required to be recorded pursuant to California Civil Code Part 6 of Division 4 commencing with

Section 8200, but in no event shall such security be released prior to one hundred and twenty days after acceptance of the Improvements by the City Council. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in wiring to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

The Contracting Parties shall submit the following for both the surety that furnishes the Payment Bond and the surety that furnishes the Faithful Performance Bond: (1) a current printout from California Department of Insurances website (www.insurance.ca.gov) showing that the surety is admitted to do business in the State; or (2) a certificate from the Clerk of the County of Monterey that the surety's certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended or in the event that it has, that renewed authority has been granted.

d. At all times during the term of this Agreement and until the Improvements constructed by Contracting Parties are accepted by City, Contracting Parties shall, at no cost to City obtain and maintain (a) a policy of general liability and property damage insurance in the minimum amount of Two Million Dollars ($2,000,000), combined single limit for both bodily injury and property damage; (b) workers' compensation insurance as required by law; and (c) broad form "Builder's Risk" property damage insurance limits of not less than 100% of the estimated value of the Improvements to be constructed by Contracting Parties pursuant to this Agreement (Builders Risk Insurance is not required when only mass grading and roadway-related improvements consisting of no structures are to be constructed).

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified above shall: (a) name City as additional insured; (b) shall name the City as a loss payee; and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Contracting Parties or Contracting Parties' contractors or their respective employees. Contracting Parties hereby waive, and Contracting Parties shall cause each of their respective contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an "occurrence basis" and not on a "claims made" basis and shall be issued by insurance companies authorized to conduct business in California with a current A.M. Best rating of no less than A: VII. Prior to commencing any work pursuant this Agreement, Contracting Parties shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

e. Contracting Parties' obligations under this Agreement are personal obligations of the Contracting Parties notwithstanding a transfer of all or any part of the Property subject to this Agreement. Contracting Parties shall not be entitled to assign their obligations under this Agreement to any transferee of all or any part of the Property to any third party without the express prior written consent of the City. Notwithstanding the foregoing, specifically excluding single family residential dwelling units sold to third party end-users, Co-Owners may transfer, assign or sell in one transaction or a series of transactions all or a substantial portion or interest of the Co-Owners in the Property or the Project ("Bulk Sale") with prior written notice to the City, to any entity which controls, is controlled by or is under common control with the Co-Owners, without the need for the approval of the City provided that said assignee assumes, in full, the obligations of Co-Owners under this Agreement.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or his or her designee. That estimated amount is $2,218,000.00. The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Contracting Parties will commence construction of the Improvements required by this Agreement within six (6) months of the date of this Agreement, provided City has approved all of Contracting Parties' Public Improvement Plans. Contracting Parties shall complete such construction of the Improvements within two (2) years of the date of this Agreement, unless otherwise extended in writing by the City Engineer. Contracting Parties shall maintain such public works facilities and other improvements described in this Agreement, at Contracting Parties' sole cost and expense, at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property.

SECTION 5

a) Default of a Contracting Party shall include, but not be limited to: (1) failure to timely complete the Improvements within two (2) years of the date of this Agreement, unless otherwise extended in writing by the City Engineer; (2)failure to timely cure after written notice any defect of the Improvements; (3) failure to perform substantial construction work for a period of sixty calendar days after commencement of the work; (4) insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which the Contracting Party fail to discharge within thirty (30) days; (5) commencement of a foreclosure action affecting all or a portion of the Property, or any conveyance of all or a substantial portion of the Property in lieu or in avoidance of foreclosure; or (6) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, a Contracting Party shall not be in default under this Agreement if it cures any default within thirty (30) days' of City's written notice of such default; or, if the default may not reasonably be cured within such time period, if it commences to cure within thirty (30) days' and thereafter diligently proceeds to complete the cure.

b) City reserves to itself all remedies available to it at law or in equity for breach of a Contracting Party' obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by a Contracting Party. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for a Contracting Party' default shall not exceed the cost of completing the Improvements. The sums provided by the security for the Improvements may be used by City for the completion of the Improvements in accordance with the Improvement Plans referenced herein.

c) In the event of a Contracting Party's' default under this Agreement, Contracting Parties authorize City to perform such obligation sixty (60) days after mailing written notice of default to Contracting Parties and to Contracting Parties' surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Contracting Parties, and Contracting Parties' surety shall be liable to the City for any excess cost or damages occasioned to the City thereby, including but not limited to fees and charges of

architects, engineers, attorneys, other professionals and court costs. In such event City, without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Contracting Parties as may be on the site of the work and necessary for performance of the work.

d) Failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Contracting Parties.

SECTION 6

In addition to the other obligations of Contracting Parties set forth in this Agreement, Contracting Parties, subject to the approval of the City Engineer, shall:

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.

2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is undertaken with minimum interruption of traffic.

3. Obtain the approval of the City Engineer or his or her designee, for all work conducted within the public right-of-way.

4. Coordinate all construction work so that the existing residents and/or businesses have access to their properties.

5. Install all Improvements pursuant to the approved Improvement Plans.

6. Provide the City with electronic copies of the "As Built" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).

7. Until the roads on the Property are open to the public, give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

SECTION 7

Contracting Parties shall, at Contracting Parties' expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law including, but not limited to, fees for inspection of all improvements by the City Engineer or his or her designee.

SECTION 8

Neither Contracting Parties nor any of Contracting Parties' agents, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of Contracting Parties' obligations under this Agreement.

SECTION 9

Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the City and Wathen Castanos Peterson Homes, Inc., or from entering into agreements with other developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinance providing therefor, nor shall anything in this Agreement commit the City to any such apportionment.

SECTION 10

Any reimbursements due the Contracting Parties, unless specified otherwise in writing in this agreement, will expire ten (10) years after the date of execution of this agreement.

SECTION 11

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements and, if such acceptance follows the dissolution of the Fort Ord Reuse Authority only after the inclusion of those portions of the Property for which a one-time FORA Basewide Community Facilities District fee has not been paid into a community facilities or other district formed by the City or another regional entity, in accordance with the provisions of Section 6 of the First Amendment. Such acceptance shall not constitute a waiver of defects by City.

SECTION 12

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by written agreement of the City and the Contracting Parties.

SECTION 13

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.

SECTION 14

This Agreement shall be interpreted in accordance with the laws of the State of California. Jurisdiction of all disputes of this Agreement shall be in the County of Monterey, State of California.

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the conditions, and the agreements referenced herein constitute the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the City and the Contracting Parties.

SECTION 17

In the event a schedule of performance is tolled, the time for commencement of construction or completion of the Improvements hereunder shall be extended for the same duration as applies to the schedule of performance. It is understood and agreed to by the Contracting Parties that they cannot, and will not, claim force majeure or request that the time for commencement of construction or completion of the Improvements be tolled the based on an economic downturn of any type. Any such extension may be granted without notice to Contracting Parties' surety and shall not affect the validity of this Agreement or release the surety on any security given for this Agreement.

IN WITNESS WHEREOF, City and has executed this Agreement as of the date first written above.

ATTEST:

Anita Shepherd-Sharp
Deputy City Clerk

CITY OF MARINA

Layne Long
City Manager

APPROVED AS TO FORM:

for the City Attorney

[Signatures Continue on Following Page]

IN WITNESS WHEREOF Contracting Parties have executed this agreement as of _____.

WATHEN CASTANOS PETERSON HOMES, INC.,
a Delaware Corporation

By: _____
Joshua E. Peterson, President

GRANTOR FRESNO CLOVIS INVESTMENTS, LLC,
a California limited liability company

By: _____
Kevin Assemi, Trustee of the Farshid and Sonia Assemi 2010 Grantor Trust, Member

By: _____
Neema Assemi, Trustee of the Farid Assemi 2010 Grantor Trust, Member

WATHEN CASTANOS PETERSON COASTAL, LP,
a California limited partnership

By: Assemi Group, Inc. a California corporation

By: _____
Kevin Assemi, President

By: _____
Jason Hollrah, Chief Financial Officer

MARINA DEVELOPERS, INC.,
a California corporation

By: _____
Joshua E. Peterson, President

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF Fresno)

On August 20 2019 before me, Shiloh Yvette Olivares, Notary Public, personally appeared Joshua E. Peterson

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.

SHILOH YVETTE OLIVARES
Notary Public - California
Fresno County
Commission # 2288679
My Comm. Expires May 16, 2023

Signature _____ Affix appropriate seal above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF Fresno)

On August 9 2019 before me, Katrina Ingrao , Notary Public, personally appeared Kevin Asseili

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.

KATRINA INGRAO
Notary Public - California
Fresno County
Commission # 2167877
My Comm. Expires Oct 14, 2020

Signature Katrina Ingrao Affix appropriate seal above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF Fresno)

On August 13, 2019 before me, Katrina Ingrao , Notary Public, personally appeared Neema Assemi

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.

KATRINA INGRAO
Notary Public - California
Fresno County
Commission # 2167877
My Comm. Expires Oct 14, 2020

Signature Katrina Ingrao Affix appropriate seal above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF Fresno)

On August 9, 2019 before me, Katrina Ingrao , Notary Public, personally appeared Jason Hollran

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.

KATRINA INGRAO
Notary Public - California
Fresno County
Commission # 2167877
My Comm. Expires Oct 14, 2020

Signature Katrina Ingrao Affix appropriate seal above

July 21, 2022 Item No. **9a**

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of August 3, 2022

THE CITY COUNCIL OF THE CITY OF MARINA APPROVE RESOLUTION NO. 2022-, APPROVING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT RELATED TO THE MARINA STATION PROJECT TO 3RD MILLENNIUM PARTNERS

THE CITY COUNCIL OF THE CITY OF MARINA READ BY TITLE ONLY AND APPROVE THE FIRST READING OF ORDINANCE 2022-, APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT RELATED TO THE MARINA STATION PROJECT

REQUEST

It is requested that the Marina City Council:

1. Approve Resolution 2022-, approving the assignment of the Development Agreement related to the Marina Station Project to 3rd Millennium Partners.
2. Read by title only and waive further reading and approve the first reading of Ordinance 2022-, approving the First Amendment to the Development Agreement related to the Marina Station Project.

SUMMARY OF MAIN QUESTIONS RAISED AT THE JUNE 21st and JULY 19th COUNCIL MEETINGS

A comprehensive list of questions asked by the Council is included as **EXHIBIT "E"** and is summarized here:

1. **Affordable Housing.** The mix of rental and for sale affordable units will be part of the Affordable Housing Plan that will have to be approved by Council at a later date. The rent control language has been removed from the DA.
2. **Settlement Agreements and Compliance.** A summary is provided as **EXHIBIT "G".**
3. **Park Layout and In-Lie Fee Comparisons.** Please see **EXHIBIT "F".**
4. **Vernal Ponds.** The amended agreement allows City access when access is provided to others, copies of any reports or studies will be provided to the city. If the developer is amenable to allowing additional access, that can be negotiated.
5. **Water.** The certified EIR considered future + project water use and determined that water is available for the full build-out of this project.
6. **Access to the Sand Mine Property via Lapis Rd or Other.** Assuming that Lapis Rd. is a public road, the residents of Marina Station and others will be able to utilize this road to access the beach via the sand mine property once the sand mine property is in public ownership/control. Lapis Rd. is outside the City's jurisdiction so in-lieu fees cannot be directly utilized for improvements. The sand mine property is not included in the City's Park Master Plan; impact fees cannot be used there for access and park improvements.

7. **Fiscal Impact Study and Fire Station Development.** The updated Fiscal Impact Study (**EXHIBIT "D")** estimates *that Marina Station will generate a net surplus to the City's General and Gas Tax Funds approximating $1.7 million per year upon buildout. The projection indicates that Marina Station will meet and exceed the fiscal neutrality target for the Project*. (Keyser Marston Assoc., June 2022) Under the terms of the DA, the Marina Station revenue will pay for 50% of the ongoing operations and maintenance of a new fire station. It is not intended to pay for the construction of a new fire station. Impact fees from the residential development will be dedicated as follows:

Public Buildings - $6.2 million
Public Safety - $1.4 million
Streets - $13.2 million
Parks - $6.8 million

BACKGROUND

The City of Marina and Creekbridge Homes, LLC ("Original Developer") originally entered into a Development Agreement dated March 4, 2008, related to the Marina Station project (the "Development Agreement") **("EXHIBIT B")**. The Development Agreement provided the Original Developer the opportunity to develop a 320-acre site into a mixed-use project on either side of Del Monte Avenue at the northern boundary of the City of Marina. The Development Agreement stipulated the terms and conditions for development of 1,360 residential units (887 single family units and 473 multifamily units), approximately 60,000 square feet of retail space, approximately 144,000 square feet of office space, approximately 652,000 square feet of business park/industrial, parks and open space (the "Development"). The project approvals include requirements for the development of affordable housing and the reservation of a parcel if needed for the development of a fire station.

The Development Agreement was entered into by the City of Marina and the Original Developer pursuant to Government Code Section 65864 and the Marina Municipal Code Chapter 4.04. The Development Agreement was approved by the City Council on March 4, 2008. At that regular meeting of March 4, 2008, the City Council certified the EIR, approved the General Plan Amendments, the Specific Plan **("EXHIBIT C" Links to approved Specific Plan and Settlement Agreements)**, Zoning Ordinance Map Amendments, a Vesting Tentative Map (collectively the "Project Approvals"), Design Review and the Development Agreement for the Marina Station Project.

Development of the Project has been delayed because of a variety of factors, including the recession, litigation, and transfer of the property to a new ownership group. The Project Approvals were challenged in court resulting in delays in implementation of the Development. The court challenge coincided with the Great Recession that weakened the housing market. As a result of these events as well as the fact that the Original Developer dropped out of the Development and the Property was sold to a new ownership group, the Development has been delayed. The litigation and related settlement agreement between the Sierra Club and Creekbridge Homes, LLC resulted in some changes in the Development to better accommodate conservation and habitat resource protection (in the northwest portion of the property). As a result of the expanded conservation and habitat resource protection activities, some of the approved housing units in that phase of the project needed to be relocated. This relocation occurred to the east of Del Monte Boulevard. The conservation and habitat protection area required by the settlement agreement also necessitated the relocation of certain park improvements and resulted in the reduction of park acreage.

Creekbridge Homes of Salinas, California was the original developer of the project. Creekbridge Homes dropped out of the project in 2010. Subsequently, the owners of the property began seeking a new developer to move the project forward. The property was sold in 2017 to new property owners. The new ownership group brought in 3rd Millennium Partners, Inc. of San Jose ("3MP") to act as the developer of the Development in 2019. 3MP, acting as the Developer, has been working with the City since that time to move the Development forward.

Given the prior delays in the Development, it is impossible for the Development to be completed by the original expiration date of the Development Agreement – March 2026. 3MP and property owners have requested a 10-year extension of the Development Agreement (to 2036). Although the full 10 additional years most likely will not be needed, the additional time will cover unforeseen events that may occur as development proceeds, including economic cycles.

The Developer is required prior to recording the first final map to obtain City Council approval of a below market rate housing agreement consistent with the Housing Element of the City's General Plan in effect in 2008. The Development Agreement requires that 20% of the homes be affordable to very low, low and moderate income households with the following breakdown of the affordable units:

- 95 units for moderate income households (120 percent of County median income)
- 95 units for low-income households (80 percent of County median income)
- 82 units for very low-income households (50 percent of County median income)

The below market rate homes will be dispersed throughout the project and likely be a mix of rental and for-sale units. The below market rate housing agreement will include details such as the mix of units between rental and ownership, the timing for development of the units in relation to market rate units, the size of the units and the dispersal of the units through the Development.

Assignment Agreement

The City originally entered into the Development Agreement with Creekbridge Homes, LLC. Creekbridge was party to a purchase and sale agreement with the then existing property owner. In 2010 Creekbridge dropped out of Development. The Armstrong Family, the then existing owner of the property, assumed the rights and obligations under the Development Agreement. In 2017 the Armstrong Family sold the property to the current property owners. The rights and obligations under the Development Agreement run with the land and the new owners assumed those rights and obligations when they acquired the Property. The current owners have entered into an agreement with 3MP to act as developer under the terms and conditions of the Development Agreement.

Under the terms of the Development Agreement, the Developer cannot assign the Development Agreement without the consent of the City, which consent may not be unreasonably withheld. The City can refuse to approve an assignment only if the City, in its reasonable opinion, determines that the assignee would not be able to perform the obligations to be assumed. A review of the qualifications of 3MP has determined that 3MP will be able to perform the obligations under the Development Agreement.

Development Agreement

The Development Agreement is a valid and enforceable contract which creates rights and responsibilities for both the City and the Developer. The Development Agreement grants the Developer vested rights in the Project Approvals for the term of the Development Agreement and prevents the City from applying new city laws to the Development that conflict with the Project Approvals during the term of the Development Agreement except to the extent that such conditions or requirements are mandated by State or Federal law or required for reasons of public health and safety, such as Building and Fire Code changes. Development Agreements are authorized by

Government Code Section 65864 et seq and are designed to provide developers with certainty about development rights, particularly for large scale projects that may be constructed over multiple years. The City of Marina adopted a development agreement ordinance (Chapter 4.04 of the Municipal Code). The City's procedures for the approval of development agreements and amendments to development agreements requires that both the Planning Commission and the City Council hold public hearings.

The Planning Commission held a public hearing on July 8, 2021, on the Development Agreement Amendment as well as the Developer's compliance with the terms of the Development Agreement to date. The Planning Commission unanimously recommended that the City Council approve the amendment to the Development Agreement and found that the Developer is in compliance with the terms of the Development Agreement.

Development Agreement Amendments ("EXHIBIT B")

The property owner and 3MP have requested a 10-year extension of the term of the Development Agreement. The extension request is based in part on delays that were caused by the great recession, the litigation and most recently the global pandemic, all events outside the control of the Developer. The Development Agreement provides for an automatic extension of the term if the Development is delayed because of certain force majeure events. Some portion of the requested 10-year extension is required as of right under the existing Development Agreement but currently the full 10 years cannot be justified by force majeure events. Since the requested extension requires an amendment to the Development Agreement, the City and the Developer have also reviewed the Development Agreement to determine other amendments that are necessary to address changes that may have occurred since the Development Agreement was originally entered into. The amendment to the Development Agreement proposes the following changes:

- Extends the Term of the Development Agreement for 10 years with a new expiration date of March 4, 2036.
- Clarifies Section 2.3 of the Development Agreement to require that the Development be built to building codes in effect at the time of approval of the building permits as well as clarifies that the City's then current codes with respect to trees and fencing will be applicable to the Development.
- Removes language regarding escrowing TAMC fees since TAMC has now adopted its regional fee which will be applicable to the Development.
- Requires that an update of the 2008 Fiscal Impact study be prepared. The updated fiscal impact study will include as part of the assumptions the formation of community facilities and community service districts to cover some costs of infrastructure as well as all of the City's ongoing maintenance costs of the infrastructure, including one half of the costs of operation of the fire station serving the area. If the updated fiscal impact study does not show that the Development is at least fiscally neutral to the City, the City does not have to approve the Final Map until the City and the Developer have reached agreement on additional impact fees or a reallocation of maintenance responsibilities to reach fiscal neutrality.
- Adds language to clarify that City processing fees in effect at the time a permit application is filed will be applicable to the Development.
- Updates language regarding park improvements to reflect the current configuration of the parks as well as the improvements to be constructed on the parks and to allow the City and the Developer to agree on the standards for the park improvements. The requirements in the existing Development Agreement included specific park improvements that are outdated.
- Revises the City's maintenance obligations related to parks to address that change in the Park in Phase 8 that is now, as a result of the Settlement Agreement, conservation and habitat protection area. The Developer will remain responsible for the maintenance of that area in accordance with the terms of the Settlement Agreement.

- Imposes a park impact fee on the development to address the reduction in parks and recreational areas that result from changes to the total acreage of parks and park improvement. The Developer will now be responsible for paying 51.9% of the City's park impact fee on each residential unit.
- Grants the City access to the Property owners' vernal ponds for monitoring and testing should the owners grant such access to any other party.

The City Council, in considering the approval of the amendments to the Development Agreement is required to make certain findings in accordance with the Municipal Code Chapter 4.04 as follows:

- That the Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the General Plan and the Specific Plan;
- That the Development Agreement is compatible with the uses authorized in and the regulations prescribed for, the land use district in which the Property is located
- That the Development Agreement is in conformity with public convenience, general welfare, and good land use practice;
- Whether the Development Agreement will be detrimental to the health, safety, and general welfare;
- Whether Development Agreement will adversely affect the orderly development of property or the preservation of property values;
- That the Development Agreement is consistent with the provisions of the Government Code related to development agreements.

The City Council made these finding for this Development when the original Development Agreement was approved. The Development has not substantially changed since its original approval and remains subject to the same General Plan and Specific Plan provisions that were applicable in 2008. The Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values and in fact will contribute to the orderly development of the property by completing the Development that was approved in 2008. The Amendment to the Development Agreement is consistent with the provisions of the Government Code related to development agreements. The ordinance prepared for the approval of the Amendment to the Development Agreement makes the required findings based on the above information and the information contained elsewhere in this staff report.

Environmental Determination

On March 4, 2008, the City Council of the City of Marina certified the final environmental impact report for the Marina Station Project (State Clearing House Number 2005061056) ("EIR"). The EIR served as the environmental review for the Development and the Project Approvals and entitlements as well as for the approval of the Development Agreement. Section 15162 of the CEQA Guidelines states that if an EIR or negative declaration has been adopted for a project, no subsequent EIR is to be prepared unless there have been substantial changes to the project, substantial changes with respect to the circumstances under which the project is undertaken or new information of substantial importance shows that the project would have significant effects not discussed in the EIR. Since certification of the EIR there have been

(i) no substantial changes to the project which would require revisions to the EIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified effects. Although there have been changes to the Project since the certification of the EIR as a result of the Settlement Agreement, those changes do not significantly alter the Development or change the density or intensity of the uses approved for the Development such that there are new significant environmental effects;

(ii) no substantial changes have occurred with respect to the circumstances under which the project is being undertaken which require revisions to the EIR due to new significant environmental effects or a substantial increase in the severity of a previously identified effect. The City's urban growth boundary, which was in effect when the Development was approved was recently extended for an additional 20 years so will remain in effect for the duration of the development period. There have been no significant changes in the areas surrounding the Development since the EIR was approved that involve new significant impacts; and

(iii) no new information shows that the Development will

a. have any significant effects that were not discussed in the EIR,

b. that significant effects that were previously examined will be more severe

c. mitigations measures or alternatives that were found infeasible would in fact be feasible and reduce one or more significant effects; or

d. new mitigation measures or alternatives that were not considered in the EIR would substantially reduce one or more significant effects of the Development on the environment.

Based on the above, no additional environmental analysis is required for the approval of the Amendment to the Development Agreement.

TONIGHT'S ACTION Staff is recommending the following actions: That the Marina City Council:

1. Approve Resolution 2022-, approving the assignment of the Development Agreement related to the Marina Station Project to 3MP.
2. Read by title only and waive further reading and approve the first reading of Ordinance 2022-, approving the Amendment to the Development Agreement related to the Marina Station Project.

FISCAL IMPACT

The approval of the Amendment to the Development Agreement will result in the following beneficial fiscal impacts to the City:

1. The project will be fiscally neutral or beneficial to the City based on an updated fiscal impact study (**EXHIBIT "D"**) that must be completed before the City approves the Final Map for the first phase. If the fiscal impact study does not demonstrate that the project is fiscally neutral, the Developer will be obligated to either assume more in the way of maintenance obligations or pay additional impact fees.
2. Development of the project as contemplated will result in increased property taxes benefiting the City as well as the other taxing entities.

CONCLUSION

This request is submitted for City Council approval.

Respectfully submitted,

_____

Alyson Hunter, AICP
Senior Planner, Community Development
Department City of Marina

REVIEWED/CONCUR:

_____

Guido F. Persicone, AICP
Director, Community Development
Department City of Marina

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT RELATED TO THE MARINA STATION PROJECT TO 3RD MILLENNIUM PARTNERS

WHEREAS, Creekbridge Homes, LLC and the City previously entered into that certain Development Agreement dated as of March 4, 2008 (the "Development Agreement"), pursuant to which the City and Creekbridge Homes, LLC agreed to certain matters with respect to the development of a mixed use community with residential, commercial, office, industrial, public, cultural, recreation, and park land uses (the "Project") as more specifically provided for in the Marina Station Specific Plan adopted by the City of Marina; and

WHEREAS, Creekbridge Homes, LLC elected not to proceed with the development of the Project in accordance with the Development Agreement and Creekbridge Homes, LLC's rights and obligations under the Development Agreement were assumed by the owner of the Property at the time, the Armstrong Family, and the City recognized the Armstrong Family as the successor in interest to Creekbridge Homes, LLC under the Development Agreement; and

WHEREAS, the Armstrong Family subsequently sold the Property to Valle del Sol Properties, LLC, the 2004 Ramirez Family Revocable Trust (Restated 2013) and the Villam Legacy Irrevocable Trust (2017) (the "Subsequent Owner") and the Subsequent Owner succeeded to the Armstrong Family's rights under the Development Agreement; and

WHEREAS, the Subsequent Owner has entered into an agreement with 3rd Millennium Partners, a California Corporation ("3MP") for 3MP to act as the developer of the Project; and

WHEREAS, the Development Agreement requires that the City consent to the assignment of the Development Agreement;

WHEREAS, the City has reviewed the qualifications of 3MP and has determined that 3MP has the necessary qualification to complete the project;

WHEREAS, based on the information provided in the staff report no new environmental review for the project is required pursuant to CEQA Guidelines Section 15162 and the final environmental impact report for the Marina Station Project (State Clearing House Number 2005061056) shall serve as the environmental review for the approval of the Amendment to the Development Agreement.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Marina hereby approves the assignment of the Development Agreement to 3MP in accordance with that certain assignment and assumption agreement on file with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3RD day of August 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT RELATED TO THE MARINA STATION PROJECT TO 3RD MILLENNIUM PARTNERS

WHEREAS, Creekbridge Homes, LLC and the City previously entered into that certain Development Agreement dated as of March 4, 2008 (the "Development Agreement"), pursuant to which the City and Creekbridge Homes, LLC agreed to certain matters with respect to the development of a mixed use community with residential, commercial, office, industrial, public, cultural, recreation, and park land uses (the "Project") as more specifically provided for in the Marina Station Specific Plan adopted by the City of Marina; and

WHEREAS, Creekbridge Homes, LLC elected not to proceed with the development of the Project in accordance with the Development Agreement and Creekbridge Homes, LLC's rights and obligations under the Development Agreement were assumed by the owner of the Property at the time, the Armstrong Family, and the City recognized the Armstrong Family as the successor in interest to Creekbridge Homes, LLC under the Development Agreement; and

WHEREAS, the Armstrong Family subsequently sold the Property to Valle del Sol Properties, LLC, the 2004 Ramirez Family Revocable Trust (Restated 2013) and the Villam Legacy Irrevocable Trust (2017) (the "Subsequent Owner") and the Subsequent Owner succeeded to the Armstrong Family's rights under the Development Agreement; and

WHEREAS, the Subsequent Owner has entered into an agreement with 3rd Millennium Partners, a California Corporation ("3MP") for 3MP to act as the developer of the Project; and

WHEREAS, the Development Agreement requires that the City consent to the assignment of the Development Agreement;

WHEREAS, the City has reviewed the qualifications of 3MP and has determined that 3MP has the necessary qualification to complete the project;

WHEREAS, based on the information provided in the staff report no new environmental review for the project is required pursuant to CEQA Guidelines Section 15162 and the final environmental impact report for the Marina Station Project (State Clearing House Number 2005061056) shall serve as the environmental review for the approval of the Amendment to the Development Agreement.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Marina hereby approves the assignment of the Development Agreement to 3MP in accordance with that certain assignment and assumption agreement on file with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3RD day of August 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF MARINA APPROVING AN AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE MARINA STATION PROJECT

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the "Development Agreement Statute") which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, in accordance with the Development Agreement Statute, the City of Marina (the "City") has enacted Chapter 4.04 of the Marina Municipal Code (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute; and

WHEREAS, the City and Creekbridge Homes, LLC previously entered into that certain Development Agreement dated as of March 4, 2008 (the "Development Agreement"), pursuant to which the City and Developer agreed to certain matters with respect to the development of a mixed use project including 1320 residential units, approximately 60,000 square feet of retail space, approximately 144,00 square feet of office, approximately 652,000 square feet of industrial space as well as approximately 52 acres of open space and parks along with roadways and other infrastructure serving the development (the "Project") on certain real property consisting of approximately three hundred twenty (320) acres , located in the northern section of the City of Marina (the "Project Site"), which is more particularly described in the Development Agreement; and

WHEREAS, Creekbridge Homes, LLC elected not to proceed with the development of the Project in accordance with the Development Agreement and Creekbridge Homes, LLC's rights and obligations under the Development Agreement were assumed by the owner of the Property at the time, the Armstrong Family.

WHEREAS, The Armstrong Family subsequently sold the Property to Valle del Sol Properties, LLC a California limited liability company, the 2004 Ramirez Family Revocable Trust dated January 16, 2004 and Restated on June 14, 2013 and the Villam Legacy Irrevocable Trust dated October 16, 2017 (collectively the "Subsequent Owner");

WHEREAS, Subsequent Owner has entered into an agreement with 3rd Millennium Partners, a California corporation ("3MP") to act as developer of the Property and the City has approved the assignment of the rights and obligations under the Development Agreement to 3MP pursuant to the terms of an Assignment and Assumption Agreement meeting the requirements of Article 5 of the Development Agreement;

WHEREAS, prior to its adoption of the Development Agreement, the City has approved a Specific Plan (the "Specific Plan) for the Project Site, General Plan Amendments (the "General Plan Amendments"), a Specific Plan Zoning Ordinance and Map Amendments, a Vesting Tentative Map and certified an EIR (collectively the "Project Approvals"); and

WHEREAS, the development of the Project has been delayed and the Developer has requested that the City approve an extension of the Development Agreement to account for those delays; and

WHEREAS, the City and Developer have negotiated the terms of the Amendment to the Development Agreement (the "Amendment") amending the terms of the Development Agreement; and

WHEREAS, on March 4, 2008, the City certified the Final Environmental Impact Report for the Project (State Clearing House Number 2005061056) (the "Final EIR"); and

WHEREAS, the complexity, magnitude and long term buildout of the Project would be difficult for Developer to undertake if the City had not determined, through the Development Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial financial investment associated with development of the Project; and

WHEREAS, the Amendment to the Development Agreement will assure both the City and Developer that the Project can proceed without disruption caused by a change in City planning and development policies and requirements, which assurance will thereby reduce the actual or perceived risk of planning, financing and proceeding with construction of the Project and promote the achievement of the private and public objectives of the Project; and

WHEREAS, pursuant to Section 65867 of the Government Code, the Planning Commission held a duly noticed public hearing on July 8, 2021, on amending the Development Agreement consistent with the terms of the First Amendment to the Development Agreement during which public hearing the Planning Commission received comments from the Developer, City staff, and members of the general public; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the Amendment to the Development Agreement; and

WHEREAS, pursuant to Section 65867 of the Government Code, the City Council, on June 21, 2022, held a duly noticed public hearing on the Amendment to the Development Agreement during which public hearings, the City Council received comments from the Developer, project consultants, City staff, and members of the general public; and

THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement and the Amendment to the Development Agreement substantially in the form on file with the City Clerk as of the date of passage of this Ordinance, subject to the provisions of Section 5 hereof.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to Chapter 4.04 of the Municipal Code of the City of Marina, which was added by City Ordinance No. 2003-04, establishing procedures and requirements for consideration of development agreements pursuant to Government Code Section 65864 et seq. (the “Development Agreement Regulations”).

SECTION 3. In accordance with Section 4.04.090 of the Development Agreement Regulations, the City Council hereby finds and determines, as follows:

(a) The Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the Specific Plan and the General Plan, as amended;

(b) The Amendment to the Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the Property which is subject to the Development Agreement is located;

(c) The Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use practice;

(d) The Amendment to the Development Agreement will not be detrimental to the public health, safety and general welfare;

(e) The Amendment to the Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

(f) The Amendment to the Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

(g) Based on the information provided that no new environmental review for the project is required pursuant to CEQA Guidelines Section 15162 and that the Final EIR shall serve as the environmental review for the approval of the Amendment to the Development Agreement.

SECTION 4. The foregoing findings and determinations are based upon the following:

(a) The Recitals set forth in this Ordinance, which are deemed true and correct;

(b) The Final EIR;

(c) The City's General Plan;

(d) The Marina Zoning Map;

(e) All City staff reports (and all other public reports and documents) prepared for the Planning Commission, City Council, or others relating to the Final EIR, the Specific Plan, the General Plan Amendments, the Development Agreement, the Amendment and other actions relating to the Property;

(f) All documentary and oral evidence received at public hearing or submitted to the Planning Commission or City during the comment period relating to the Amendment; and

(g) All other matters of common knowledge to the City Council, including, but not limited to the City's fiscal and financial status; City policies and regulations; reports, projections and correspondence related to development within and surrounding the City; State laws and regulations and publications.

SECTION 5. The City Council hereby approves the Amendment to the Development Agreement, substantially in the form on file with the City Clerk subject further to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager prior to execution thereof, including but not limited to completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, as amended and as approved by the City Council.

SECTION 6. Upon the effective date of this Ordinance as provided in Section 9 hereof, the City Manager and City Clerk are hereby authorized and directed to execute the Amendment to the Development Agreement on behalf of the City of Marina.

SECTION 7. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Amendment to the Development Agreement and the Development Agreement pursuant to the terms of the Development Agreement as amended by the Amendment, including but not limited to provisions for certain administrative amendments and transfers and assignments as authorized therein.

SECTION 8. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 9. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption; as certified by the City Clerk.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Marina City Council on the 21st day of June 2022, continued to July 19, 2022, and was passed and adopted at a regular meeting of the Marina City Council on the 3rd day of August, 2022.

AYES, COUNCIL MEMBERS:
NOES, COUNCIL MEMBERS:
ABSTAIN, COUNCIL MEMBERS:
ABSENT, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Attn: City Manager

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383

EXHIBIT B

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MARINA

AND

VALLE DEL SOL PROPERTIES, LLC, THE 2004 RAMERIZ FAMILY REVOCABLE TRUST (RESTATED 2013), THE VILLAM LEGACY IRREVOCABLE TRUST (2017) AND 3RD MILLENNIUM PARTNERS

FOR THE MARINA STATION PROJECT

This First Amendment to Development Agreement (the "First Amendment") is made as of this day of _____, 2022 by and between the CITY OF MARINA, a California municipal corporation (the "City") and VALLE DEL SOL PROPERTIES, LLC ("Valle"), THE 2004 RAMERIZ FAMILY REVOCABLE TRUST (RESTATED 2013) ("Ramirez Trust"), THE VILLAM LEGACY IRREVOCABLE TRUST (2017) ("Villam Trust") (collectively, Valle, Ramirez Trust and Villam Trust are referred to as the "Subsequent Owner"), and 3RD MILLENNIUM PARTNERS, a California corporation "(the "Developer") with reference to the following facts and circumstances.

RECITALS

A. Creekbridge Homes, LLC and the City previously entered into that certain Development Agreement dated as of March 4, 2008 and approved by the City on May 20, 2008 (the "Development Agreement"). A copy of the Development Agreement is attached hereto as Exhibit A, pursuant to which the City and Creekbridge Homes, LLC agreed to certain matters with respect to the development of a mixed use community with residential, commercial, office, industrial, public, cultural, recreation, and park land uses (the "Project") as more specifically provided for in the Marina Station Specific Plan adopted by the City of Marina on May 20, 2008, located on approximately 320 acres of real property in the City more particularly described in Exhibit B (the "Property").

B. Creekbridge Homes, LLC elected not to proceed with the development of the Project in accordance with the Development Agreement and Creekbridge Homes, LLC's rights and obligations under the Development Agreement were assumed by the owner of the Property at

the time, the Armstrong Family, and the City recognized the Armstrong Family as the successor in interest to Creekbridge Homes, LLC under the Development Agreement.

C. The Armstrong Family subsequently sold the Property to the Subsequent Owner.

D. The Subsequent Owner has entered into an agreement with the Developer to act as developer of the Property, and the City, by Resolution 2022-___ has approved the assignment of the rights and obligations under the Development Agreement to the Developer pursuant to the terms of an Assignment and Assumption Agreement between the Subsequent Owner and the Developer meeting the requirements of Article 5 of the Development Agreement. The Assignment and Assumption Agreement between the Subsequent Owner and the Developer has been approved by the City, and it is being recorded concurrently with this First Amendment.

E. The development of the Project has been delayed and the Developer has requested that the City approve an extension of the Development Agreement in part to account for those delays and also to provide time for the Developer to complete the Project.

F. Each of the City and the Developer are requesting modification to the Development Agreement to facilitate the development of the Project, which in turn will bring financial and other benefits to the City.

G. The City and the Developer now desire to amend the Development Agreement pursuant to the terms of this First Amendment.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms**. All terms defined in the Development Agreement when used herein shall have their respective meanings as set forth in the Development Agreement unless expressly superseded by the terms of this First Amendment. All references in this First Amendment to an "Article" or a "Section" shall refer to the applicable Article or Section of the Development Agreement, unless otherwise specifically provided.

2. **Term**. The first sentence of Section 1.2.2 of the Development Agreement is amended to read as follows:

> The Term of this Agreement shall commence on the Effective Date and shall continue until March 4, 2036 (as may be extended, the "Term") unless this Agreement is otherwise terminated or extended in accordance with the provision of this Agreement.

3. **Construction Codes**. Section 1.1.8 of the Development Agreement is amended in its entirety to read as follows:

> The California Building Standards Code (Title 24 of the California Code of Regulations), as it may be updated by the California Building Standards Commission from time to time (although generally on a triennial basis), and which currently consists of the California Building Code, the California Residential Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, the California Energy Code, the California Fire Code, the California Existing Building Code, the California Green Building Standards Code (also referred to as CALGreen), Building Conservation Code and the Uniform Building Security Code. Uniform Building Codes shall include local amendments to the Uniform Building Codes only if such local amendments have been filed with, and approved, by (i) the California Building Standards Commission pursuant to California Health & Safety Code Sections 18941.5, and (ii) for local amendments relating to Part 6 of Title 24 of the California Code of Regulations (the California Energy Code), Part 11 of Title 24 of the California Code of Regulations (the California Green Building Standards Code) and any successor regulations, the California Energy Commission pursuant to California Public Resources Code Section 25402.1(h)(2).

4. **Applicability of New City Laws.** Notwithstanding anything set forth in Section 2.4, the City shall be entitled to apply the provisions related to trees and fencing in Marina Municipal Code Chapter 17.62 and Title 17.42 in effect at the time the Developer submits applications related to trees and fencing.

5. **Rent or Price Control**. Section 2.4.7 of the Development Agreement is hereby deleted in its entirety.

6~~5~~. **Impact Fees, Dedication and Processing Fees**.

(a) The final sentence of the first paragraph of Section 2.7 of the Development Agreement is amended to read as follows:

> Notwithstanding the previous sentence, the Developer acknowledges that the Project and Property shall be subject to the Regional Development Impact Fee proposed by the Transportation Agency of Monterey County (TAMC).

The second paragraph of Section 2. 7, and Subsections 2.7.1.1, 2.7.1.2, 2.7.1.3 and 2.7.1.4 are deleted in their entirety.

(b) Section 2.7.3 of the Development Agreement is amended in its entirety to read as follows:

> Developer shall be obligated to pay those processing fees, including application, plan check, map review, inspection and monitoring fees and fees of outside consultants, for land use approvals, grading and building permits and other permits and entitlements ("Processing Fees") in connection with the Project that are in effect at the time the application is submitted to the City, provided, however, the

Developer retains the right to challenge such fees as excessive under state law, provided, however, if the Developer requests expedited processing for any approval, plan check, map review, or inspection or other services, the Developer shall pay an increases costs incurred by the City to accommodate the request for expediting.

75. **Municipal Services Financing, Plan/Fiscal Neutrality**. The opening paragraph of Section 2.16 of the Development Agreement is amended in its entirety to read as follows:

Pursuant to the requirements of the General Plan, a City staff directed fiscal analysis was prepared at the time the Development Agreement was approved in 2008 ("2008 Fiscal Impact Study") that summarized costs associated with providing required public services to, and the revenues generated by the Project. Based upon the findings of the 2008 Fiscal Impact Study, the City determined that the economic impact of the Project on the City was fiscally neutral, provided that the ownership of infrastructure and maintenance responsibilities are shared between the City of Marina's General Fund and the Marina Station Home Owners Association (HOA) as set forth in subsection 2.16.1 through 2.16.4. The City will not issue the Final Map for the first phase of the Development until the City has completed an update to the 2008 Fiscal Impact Study and that update demonstrates that the Project is fiscally neutral to the City. For purposes of completing the update to the 2008 Fiscal Impact Study, the City will assume that community facilities districts and community service districts will be formed at the Developer's expense that will cover the maintenance costs for all landscaping, lighting, parks, and roadways that are the responsibility of the City and that will also cover one-half of the City's costs of operating its fire station serving the Project. If the update to the 2008 Fiscal Impact Study fails to demonstrate fiscal neutrality, the Developer and the City shall make adjustments to the ownership and maintenance responsibilities for infrastructure or the Developer shall agree to additional impact fees or other exactions as necessary to achieve fiscal neutrality. Any community facilities districts and community service districts contemplated in the update to the 2008 Fiscal Impact Study must be formed prior to the approval of the Final Map for the first phase of the Development.

86. **City-Maintained Parks**. Section 2.16.3 of the Development Agreement is hereby amended in its entirety to read as follows:

The City shall maintain all of the improvements within Tentative Map Parcels 3, 8, 11, 13, 14, 16, and 29, including the trees and landscaping between the property line of the parcels and the back of the curb.

97. **Construction and Dedication of Parks and Streets.** The first two sentences of Section 2.16.4 of the Development Agreement are hereby amended in their entirety to read as follows:

The Developer shall construct or install all improvements within both the City-maintained areas and the HOA maintained areas described in Section 2.16.1, 2.16.2, and 2.16.3 above. The parks shall incorporate those facilities set forth in Exhibit C to this Amendment. Exhibit C replaces Appendix E of the Marina Station Specific Plan. The facilities shall be generally consistent with those facilities listed in Exhibit C as such facilities may be revised or modified by mutual agreement of the Parties.

Section 3 of Exhibit C of the Development Agreement is hereby amended to read as follows:

The Developer shall, in connection with the Project, dedicate to the City, the parks and recreational areas set forth in Section 2.16.3 of this Amendment for park and recreational purposes, which shall be maintained in accordance with Section 2.16 of the Agreement. The Developer and the City dispute whether the park and recreation spaces to be dedicated to the City based on the current submissions to the City are less than contemplated originally in the Development Agreement, and the Developer and the City have agreed to resolve this dispute by the Developer agreeing to pay a portion of the City's Park Fees as set forth in the Marina Muncipal Code Section 3.26.05 equal to 51.9% of the City's Park Fee per residential unit as such Park Fee increases annually, such fee to be paid upon issuance of the building permits for each residential unit. The Developer shall irrevocably dedicate to the City the parkland within each phase of the Project in an unimproved condition at the time of the City Approval of a Final Map that includes said parkland. Additionally, the Developer shall irrevocably dedicate to the City the parkland shown within Parcel 3 of the Vesting Tentative map prior to City approval of the Final Map for the second phase of the Project. Each park shall be improved by Developer when more than 50% of the residences on the streets surrounding that park (as shown on the final map that includes that park) are installed, and Developer shall bond for each park when it submits the improvement plans and draft final map for that phase which includes that park. The City agrees not to delay occupancy of residential units based upon the status of park improvements.

10~~8~~. **Exhibits**. Exhibit D of the Development Agreement is deleted in its entirety.

11~~9~~. **City Access to Wetlands**.

~~9.1 **Purposes**~~. In consideration for the City's extension of the Development Agreement, the Subsequent Owner on behalf of itself and its successors and assigns, agrees to provide the City with reasonable access to wetlands and vernal pools located on Subsequent Owner's property in the area shown as "Wetlands Area" on Exhibit D to this First Amendment for purposes of testing and monitoring the wetlands' and vernal pools' hydrologic condition if at any time during the Term of this Agreement, the Subsequent Owner provides access to the Wetlands Area to any other person or entity for purposes of testing and monitoring the wetlands' and vernal pools' hydrologic condition. Subsequent Owner shall provide the City with notice if it provides access to the Wetlands Area to any other person or entity for the purposes of testing and monitoring

the wetlands' and vernal pools' hydrologic condition. If the Subsequent Owner provides such access to the Wetlands Area to any other person or entity, then the City shall be allowed such access, and the City's access shall be on the same terms as provided to such other person or entity. Subsequent Owner also agrees to provide to the City copies of any reports, studies or data obtained by the Subsequent Owner related to the wetlands' and vernal pools' hydrologic condition as a result of the Subsequent Owner providing access to the Wetlands Area to any other person or entity for purposes of testing and monitoring the wetlands' and vernal pools' hydrologic condition.

12~~0~~. MCWD Cooperation. If infrastructure required by the Marina Coast Water District ("MCWD") is to be funded in whole or in part by a community facilities district established by the City, the City agrees to cooperate with the Developer in negotiating and entering into an infrastructure agreement with MCWD mutually acceptable to the City and the Deeloper provided such agreement does not require the City to commit any funds toward the development of water infrastructure other than funds from a community facilities district and does not require the City to incur any liability with regard to the infrastructure to be constructed. ~~Nothing herein shall eliminate or retrain the City Counil discretaion in approving any such agreement with MCWD and the parties understand and agreed that any such agreement is subject to City Council approva.~~

13~~0~~. **Conflict and Effectiveness**. In the event of a conflict between terms and condition of this First Amendment and the terms and conditions of the Development Agreement, the terms and conditions of this First Amendment shall control. This First Amendment shall be effective as of the date that the Ordinance adopting this First Amendment is effective.

14~~1~~. **No Further Modification**. Except as set forth in this First Amendment, all other terms and provisions of the Development Agreement are hereby ratified and confirmed and shall be and remain unmodified and in full force.

15~~2~~. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which counterparts shall be deemed to be an original, and all of which counterparts, when taken together, shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment as of the day and year first above written.

"DEVELOPER":	3RD MILLENNIUM PARTNERS,
	By: _____
	Its: _____
"SUBSEQUENT OWNER":	VALLE DEL SOL PROPERTIES, LLC
	By:_____

Its:_____

THE 2004 RAMERIZ FAMILY
REVOCABLE TRUST (RESTATED 2013)

By:_____
Its:_____

THE VILLAM LEGACY IRREVOCABLE
TRUST (2017)

By:_____
Its:_____

"CITY": CITY OF MARINA

By: _____
Name:
_____
Title:
_____

List of Exhibits

Exhibit A – Development Agreement approved by the City in May 2008
Exhibit B – Map of Property subject to Development Agreement
Exhibit C – Park Facilities to be included in Project
Exhibit D – Map of Locations of Wetlands Areas

EXHIBIT A
DEVELOPMENT AGREEMENT

EXHIBIT B
MAP OF PROPERTY

EXHIBIT C
PARK FACILITIES TO BE PROVIDED
(Replaces Exhibit E to the Marina Station Specific Plan)

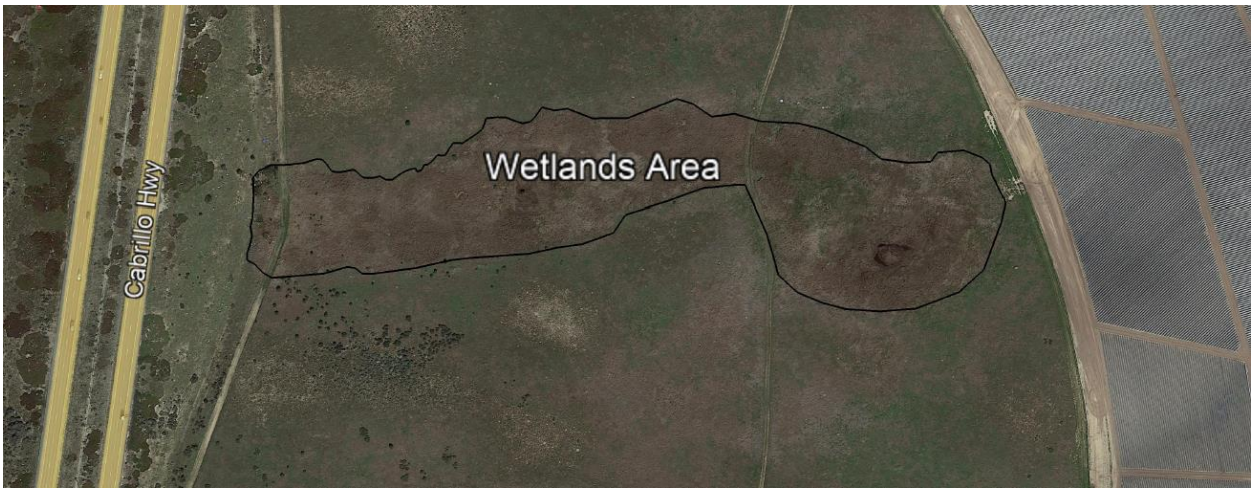
SPECIFIC PLAN, APPENDIX E

Specifications for Marina Station Park Facilities *

	2 Mile Promenade	Park 1	Park 2	Park 3	Park 4	Park 5	Park 6	Park 7	Park 8	Park 9	Park 10	Total
Soccer Field	-	1	-	-	-	1	-	-	1	-	-	3
Baseball Field	-	-	1	-	-	1	-	-	-	-	-	2
Basketball Court	-	-	1	-	-	-	-	-	1	-	-	2
Tot Lot Play Structure	-	1	-	-	-	1	-	1	-	-	-	3
Standard Play Structure	-	-	1	-	1	-	-	-	1	-	-	3
Large Play Structure	-	-	-	-	-	-	-	-	-	1	-	1
Park bench	12	-	-	1	2	1	2	1	1	2	4	26
Picnic Table	-	3	1	-	-	-	3	-	3	2	-	12
Barbeque Grill	-	1	-	-	-	-	1	-	1	-	-	3
Trash Receptacle	5	2	2	1	1	2	2	1	2	2	2	22
Drinking fountains	5	1	1	-	1	1	1	1	1	1	1	14
Permanent Restroom	-	1	1	-	-	-	1	-	1	-	-	4
Seasonal Restroom	-	-	0	-	-	1	-	-	-	1	-	2
Pet Waste Disposal System	7	1	1	-	-	1	1	1	1	1	1	15
Park Size in Acres or LF	15,682 LF	2.25	2.73	0.26	0.78	2.37	0.45	2.01	4.82	2.21	1.06	= 18.94
Park Type*	A, C, F	A,B,C,D,E	A,B,C,D	A,B,C	A,B,C	A,B,C,D,E	A,C,E	A,B,C	A,B,C,D,E	A,B,C,E	A,C,E	

The parks and facilities outlined in red and lined out will not be built by the Developer.

EXHIBIT D
MAP OF LOCATIONS OF WETLANDS AREAS



CITY COUNCIL OF THE CITY OF MARINA

ORDINANCE NO. 2008-04

AN ORDINANCE OF THE CITY OF MARINA APPROVING A DEVELOPMENT AGREEMENT WITH CREEKBRIDGE HOMES, LLC FOR THE MARINA STATION PROJECT

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the "Development Agreement Statute") which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, in accordance with the Development Agreement Statute, the City of Marina (the "City") has enacted Chapter 4.04 of the Marina Municipal Code (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute; and

WHEREAS, Creekbridge Homes, LLC ("Developer") has an equitable interest in the Property (defined herein) in that it has the contractual right to purchase, in phases, approximately 320 acres of real property in the City known generally as Marina Station, a part of the Armstrong Ranch located within the City Limits of the City of Marina, which property is described in the Legal Description of the Property, attached hereto as Exhibit A-I, and shown on the map set forth in the Map of the Property, attached hereto as Exhibit A-2 ("Property"); and

WHEREAS, the City and Developer have negotiated the terms of the Development Agreement (the "Development Agreement") to be entered into between the City and Developer pursuant to the Development Agreement Statutes and the Development Agreement Regulations, among other matters; and

WHEREAS, prior to its adoption of this Ordinance, the City has approved a Specific Plan (the "Specific Plan) for the Property, a General Plan Map and Text Amendments (the "General Plan Amendments") and zoning map amendment to conform the Development Agreement's permitted uses to the uses permitted in the City's Zoning Ordinance, the Specific Plan, the General Plan and the Zoning Ordinance; and

WHEREAS, consistent with the Specific Plan, and the General Plan, as amended, Developer has proposed the development of the Property as a mixed use development including 1360 residential units, industrial development, commercial and office developments as when as public parks and other amenities (the "Project").

WHEREAS, on **March 4, 2008,** the City certified the Final Environmental Impact Report for the Marina Station Specific Plan (the "Final EIR"); and

WHEREAS, prior to adopting this Ordinance, the City Council, on **March 4, 2008,** adopted Resolution No **2008-43,** finding that, where feasible, mitigation measures have been imposed and modifications incorporated into the Project which avoid or substantially lessen all significant adverse environmental impacts and that social, economic and other benefits outweigh the remaining adverse environmental impacts that cannot be mitigated to a level of insignificance; and

WHEREAS, Developer desires to carry out the development of the Property as a mixed use development consistent with the Specific Plan, the General Plan, as amended. and the Development Agreement; and

WHEREAS, the complexity, magnitude and long term buildout of the Project would be difficult for Developer to undertake if the City had not determined, through the Development Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial financial investment associated with development of the Project; and

WHEREAS, the Development Agreement will assure both the City and Developer that the Project can proceed without disruption caused by a change in City planning and development policies and requirements, which assurance will thereby reduce the actual or perceived risk of planning, financing and proceeding with construction of the Project and promote the achievement of the private and public objectives of the Project; and

WHEREAS, pursuant to Section 65867 of the Government Code, the Planning Commission held a duly noticed public hearing on October 11, November 1, and November 29, 2007 and February 7, 2008, on the Development Agreement, the Specific Plan, and the General Plan Amendments, among other project-related approvals, during which public hearing the Planning Commission received comments from the Developer, project consultants, City staff, public agencies and members of the general public; and

WHEREAS, following said public hearing, the Planning Commission, by Resolution Nos. 2008-10. 2008-07, and 2008-05, adopted on February 7 , 2008, adopted all appropriate findings and recommended approval of the Development Agreement, the Specific Plan and the General Plan Amendments and the other related approvals, respectively; and

WHEREAS, pursuant to Section 65867 of the Government Code, the City Council, on February 20, 2008, held a duly noticed public hearing on the Development Agreement, the Specific Plan, the General Plan Amendment and the other project related approvals which public hearing was continued to March 4, 2008, during which public hearing, the City Council received comments from the Developer, project consultants, City staff, public agencies and members of the general public;

THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement substantially in the form on tile with the City Clerk as of the date of passage of this Ordinance, subject to the provisions of Section 5 hereof.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to Chapter 4.04 of the Municipal Code of the City of Marina, which was added by City Ordinance No. 2003-04, establishing procedures and requirements for consideration of development agreements pursuant to Government Code Section 65864 et seq. (the "Development Agreement Regulations").

SECTION 3. In accordance with Section 4.04.090 of the Development Agreement Regulations, the City Council hereby finds and determines, as follows:

(a) The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the Specific Plan and the General Plan. as amended;

(b) The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the Property which is subject to the Development Agreement is located;

(c) The Development Agreement is in conformity with public convenience, general welfare and good land use practice;

(d) The Development Agreement will not be detrimental to the public health, safety and general welfare;

(e) The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

(f) The Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

SECTION 4. The foregoing findings and determinations are based upon the following:

(a) The Recitals set forth in this Ordinance, which are deemed true and correct;

(b) The report and recommendations of the Planning Commission on the Specific Plan and the General Plan Amendments, as contained in Resolution No. 2008-05 and Resolution No. 2008-07, adopted by the Planning Commission on February 7, 2008, including all findings, determinations and recommendations contained therein;

(c) The report and recommendations of the Planning Commission on a zoning map (the "Marina Zoning Map Revision"), as contained in Resolution No. 2008-06, adopted by the Planning Commission on February 7, 2008, including all findings, determinations and recommendations contained therein;

(d) The report and recommendations of the Planning Commission on Design Review DR 2004-1 for the six (6) residential unit types Project, as contained in Resolution No. 2008-08, adopted by the Planning Commission on February 7, 2008, including all findings, determinations and recommendations contained therein;

(e) The report and recommendations of the Planning Commission regarding, the Vesting Tentative Map TM2004-1 for the subdivision of an approximately 320-acre site into 909 residential parcels, 48 industrial and office parcels and parcels for parks, open space and an Olson Elementary School expansion site contained in Resolution No. 2008-09 adopted by the Planning Commission on February 7,

2008, including all findings, determinations and recommendations contained therein.

(f) The report and recommendations of the Planning Commission on the Development Agreement, as contained in Resolution No. 2008-10, adopted by the Planning Commission on February 7, 2008, including all findings, determinations and recommendations contained therein;

(g) The Final Environmental Impact Report for the Marina Station Specific Plan, including the appendices and technical reports and other documents and references cited in and/or relied upon in preparing the EIR, and including project specific mitigation measures as certified and adopted by City with the EIR, and as specified within the adopted Mitigation Monitoring and Reporting Program certified by the City Council of City by Resolution No**2008-41**, adopted March 4, 2008;

(h) Resolution No. **2008-41**, adopted by the City Council on March 4, 2008, making findings as to the Final EIR for the Marina Station Specific Plan, including the Statement of Findings and Facts and Statement of Overriding Considerations (Exhibit A thereto), and the Mitigation Monitoring and Reporting Program (Exhibit B thereto) approved by and incorporated in said Resolutions, which Resolutions and exhibits are incorporated herein by reference as if set forth in full;

(i) The City's General Plan, as amended by the General Plan Amendment adopted by the City Council by Resolution No. **2008-42** prior to adoption of this Ordinance;

(j) The Marina Zoning Map, as amended by the Marina Zoning Map Revision adopted by the City Council by Ordinance No. **2008-03** prior to adoption of this Ordinance;

(k) The Design Standards for six (6) types of residential properties, adopted by the City Council by Resolution No. **2008-44** prior to adoption of this Ordinance;

(l) An City staff reports (and all other public reports and documents) prepared for the Planning Commission, City Council, or others relating to the EIR, the Specific Plan, the General Plan Amendments, the Development Agreement, and other actions relating to the Property;

(m) All documentary and oral evidence received at public hearings or submitted to the Planning Commission or City during the comment period relating to the EIR the Specific Plan, the General Plan Amendments, the Development Agreement, and other actions relating to the Property; and

(n) An other matters of common knowledge to the Planning Commission and City Council, including, but not limited to the City's fiscal and financial status; City policies and regulations; reports, projections and correspondence related to development within and surrounding the City; State laws and regulations and publications.

SECTION 5. The City Council hereby approves the Development Agreement, substantially in the form on file with the City Clerk, subject to the provisions of Section 6 hereof, and subject further to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager or Development Services Director prior to execution thereof, including but not limited to completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, and conformity to the General Plan, as amended and as approved by the City Council.

SECTION 6. The approvals contained in Section 5 hereof are subject to and conditioned upon all of the following becoming effective:

(1) Resolution No. **2008-43**, adopted by the City Council prior to adoption of this Ordinance approving the Specific Plan;

(2) Resolution No. **2008-42**, adopted by the City Council prior to adoption of this Ordinance, approving the General Plan Amendments;

(3) Ordinance No. **2008-03**, introduced by City Council prior to introduction of this Development Agreement Ordinance, and passed prior to passage of this Development Agreement Ordinance approving the zoning map amendment.

SECTION 7. Upon the effective date of this Ordinance as provided in Section 10 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City of Marina.

SECTION 8. The City Manager and Development Services Director are hereby authorized and directed to perform all acts authorized to be performed by the City Manager or Development Services Director in the administration of the Development Agreement pursuant to the terms of the Development Agreement. including but not limited to provisions for certain administrative amendments and transfers and assignments as authorized therein.

SECTION 9. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. This Ordinance shaH be in full force and effect thirty (30) days after its passage and adoption; provided, however, that if all of the actions referred to in Section 6 hereof are not effective on such date, then the effective date of this Ordinance shall be the date on which all of said actions become effective, as certified by the City Clerk.

* * * * * *

THE FOREGOING ORDINANCE was first read at a regular meeting of the Marina City Council on the 4Th day of March, 2008, and was passed and adopted at a regular meeting of the Marina City Council on the 20th day of May 2008.

AYES, COUNCIL MEMBERS: Amadeo, Gray, MaCall, Wilmot

NOES, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: Ford

ABSENT, COUNCIL MEMBERS: None

Gerald, J. Wilmot, Mayor

ATTEST:

Joy P. Junsay, City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: City of Marina City Clerk's Office City Hall 211 Hillcrest Avenue Marina, CA 93933 Record for the Benefit of The City of Marina Pursuant to Government Code Section 6301.	**[FOR MEETING OF CITY COUNCIL _____, 2008 (reflects changes discussed at March 4th Council meeting)**

Space Above Reserved for Recorder's Use Only

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MARINA,

and

CREEKBRIDGE HOMES, LLC

for

MARINA STATION PROJECT

TABLE OF CONTENTS

PAGE

SECTION 1 ADMINISTRATION....4
1.1 Definitions....4
1.2 Effective Date and Term....7
SECTION 2 DEVELOPMENT OF THE PROPERTY....9
2.1 Vested Rights....9
2.2 Applicable City Regulations....9
2.3 Construction Codes....9
2.4 Applicability of New City Laws....9
2.5 Processing and Inspection....11
2.6 Development Timing....12
2.7 Impact Fees, Dedications and Processing Fees....13
2.8 Subsequent Project Approvals....14
2.9 Streets and Related Easements....15
2.10 Improvement Plan Processing....15
2.11 Significant Actions by Third Parties Necessary for Approval....15
2.12 Cooperation of Parties....16
2.13 Eminent Domain....16
2.14 Marina Greens Drive....16
2.15 Developer's Right to Rebuild....16
2.16 Municipal Services Financing Plan/Fiscal Neutrality....17
2.17 Affordable Housing Agreement....18
SECTION 3 AMENDMENT OF AGREEMENT AND SUBSEQUENT APPROVALS19
3.1 Amendment of Project Approvals....19
SECTION 4 DEFAULT, REMEDIES, TERMINATION....20
4.1 Defaults....20
4.2 Actions During Cure Period....20
4.3 Remedies for Non-Defaulting Party....21
4.4 Dispute Resolution; Legal Action....21
4.5 Annual Review....23
4.6 Force Majeure Delay, Extension of Times of Performance....23
4.7 Legal Challenge by Third Party....24
4.8 Estoppel Certificate....24
4.9 Termination of Agreement....25

TABLE OF CONTENTS (cont.)

PAGE

SECTION 5 ASSIGNMENTS 25
5.1 Limitation As To Assignment 25
5.2 Permitted Assignment 25
5.3 Assumption of Assigned Obligations 26
5.4 Release of Developer 26
5.5 Successive Assignment 26
5.6 Unapproved Transfers Void 26
SECTION 6 GENERAL PROVISIONS 26
6.1 Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure 26
6.2 Covenants Binding on Successors and Assigns 27
6.3 Covenants Run With Land 27
6.4 Preamble, Recitals, Exhibits 27
6.5 Attorneys Fees 27
6.6 Project as a Private Undertaking 27
6.7 Construction 27
6.8 Notices 27
6.9 Recordation 28
6.10 Severability 28
6.11 Applicable Law; Venue 28
6.12 Waivers 29
6.13 Signatures 29
6.14 Exhibits 29
6.15 Rules of Construction 29
6.16 Entire Agreement 29
6.17 Further Assurances and Acts 29
6.18 Time of the Essence 29
6.19 No Third Party Rights 30

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MARINA AND CREEKBRIDGE HOMES, LLC FOR THE MARINA STATION PROJECT

This Development Agreement ("**Development Agreement**" and sometimes "**Agreement**"), dated as of March 4, 2008 ("**Effective Date**"), is entered into by and between the CITY OF MARINA, a California municipal corporation, (hereinafter "**City**"), and CreekBridge Homes, LLC., (hereinafter "**Developer**"), pursuant to section 65864 *et seq.* of the California Government Code and the City's police powers. (Developer and City are, from time to time, referred to individually in this Agreement as a "Party" and collectively as the "Parties").

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties.

RECITALS

A. **Purpose.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the "Development Agreement Statute") which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property. In accordance with the Development Agreement Statute, the City has enacted Chapter 4.04 of the Marina City Code (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute. (The provisions of the Development Agreement Statute and the Development Agreement Regulations are collectively referred to herein as the "Development Agreement Law.") This Agreement has been drafted and processed pursuant to the Development Agreement Law.

B. **Developer's Interest in Property.** The Developer has an equitable interest in the Property (defined herein) in that it has the contractual right to purchase, in phases, approximately 320 acres of real property in the City known generally as Marina Station, a part of the Armstrong Ranch located within the City Limits of the City of Marina, which property is described in the Legal Description of the Property, attached hereto as **Exhibit A-1**, and shown on the map set forth in the Map of the Property, attached hereto as **Exhibit A-2** ("Property"). The Property comprises all of the approximately 320 acres of property included in the Marina Station Specific Plan (referred to in Recital D hereof).

C. **Planning Uses.** Consistent with the City of Marina General Plan, Developer has proposed, and City has approved in the Project Approvals, the development of the Property as a new mixed-use community with residential, commercial, office, industrial, public, cultural, recreation, park land uses as more specifically provided for in the Specific Plan, together with construction, relocation, site preparation and installation of infrastructure (the "Project").

D. **Project Approvals.** The Project Approvals (as applicable to the Project and the Property) include the following:

1. Certification of a Final Environmental Impact Report for the Marina Station Specific Plan (EIR), including project-specific mitigation measures as certified and adopted by City with the EIR, and as specified within the adopted Mitigation Monitoring and Reporting Program ("EIR") certified by the City Council of Marina by Resolution No. _____adopted **{To be inserted at City Council Approval}.**

2 The Marina Station Specific Plan, ("**Specific Plan**") approved by the City Council of Marina by Resolution No. ___ adopted on**{to be inserted at City Council Approval}.**

3. General Plan text amendments and map amendments approved by the City Council of Marina Resolution No. _____ adopted on**{To be inserted at City Council Approval}.**

4. Zoning Ordinance map amendments adopted by the City Council of the City of Marina by Ordinance No. _____ adopted on **{To be inserted at City Council Approval}.**

5. A Vesting Tentative Map, including Conditions of Approval approved by the City Council of the City of Marina by adopted on **{To be inserted at City Council Approval}.**

6. Design review approval pursuant to the Specific Plan.

7. This Development Agreement approved by the City Council of Marina by Ordinance No. ____, adopted on **{To be inserted at City Council Approval}** (the "Enacting Ordinance").

8. All Subsequent Project Approvals, as defined below, immediately upon approval.

E. Subsequent Project Approvals. In addition to the Project Approvals, the Project will require various additional future land use and construction approvals and permits from City in connection with development of the Project ("**Subsequent Project Approvals**"), which shall be deemed to be part of the Project Approvals as they are approved. Subject to the terms and requirements of this Development Agreement, Developer may convey fee title interest in portions of the Property to affiliates or to third parties who will complete development of those portions of the Property. Developer may also convey portions of the Property to users who will apply to City, as needed, for required Subsequent Approvals to complete development of their portions of the Property.

F. Developer Requirements. Developer desires to carry out the development of the Property as a mixed use development consistent with the General Plan, the Project Approvals and this Agreement. The complexity, magnitude and long term build-out of the Project would be difficult for Developer to undertake if the City had not determined, through this Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial

financial investment associated with development of the Project. As a result of the execution of this Agreement, both Parties can be assured that the Project can proceed without disruption caused by a change in City planning and development policies and requirements, which assurance will thereby reduce the risk of planning, financing and proceeding with construction of the Project and promote the achievement of the private and public objectives of the Project.

G. **City Interests.** City desires to advance the socio-economic interests of the City and its residents by encouraging quality development, economic growth, housing and mixed use development in the incorporated portion of the Armstrong Ranch, thereby enhancing housing and employment opportunities for residents and expanding the City's tax base. City is also desirous of creating a range of housing opportunities in Marina serving all economic segments of the population by providing below market rate housing. The City is also desirous of encouraging development that maintains a healthy environment for its citizens and future residents. City is also desirous of gaining the public benefits of the Project under the Project Approvals and this Agreement, which are in addition to those dedications, conditions and exactions required by laws or regulations, and which advance the planning objectives of, and provide benefits to, the City.

I. **City Council Findings.** City has given the required notice of its intention to adopt this Development Agreement and has conducted public hearings thereon pursuant to Government Code Section 65857 and Chapter 4.04 of the Marina City Code. As required by Government Code Section 65867.5, City has found that the provisions of this Development Agreement and its purposes is consistent with the public health, safety and general welfare of the City and that all of its provisions are consistent with the goals, policies, standards and land use designations specified in the General Plan, as well as all other applicable plans, policies and regulations of the City.

J. **Compliance with CEQA.** The environmental impacts of the Project including the Development Approvals and the Subsequent Development Approvals have properly been reviewed and assessed by City pursuant to California Environmental Quality Act, Public Resources Code section 21000 et seq.; California Code of Regulations Title 14, section 15000 et seq. (collectively, "**CEQA**"). On _____, pursuant to CEQA and following consideration of the recommendations of the Planning Commission, the City Council certified a final environmental impact report covering the Marina Station Specific Plan at a programmatic level of analysis and the Project at a project level of analysis ("**EIR**").

K. **Enacting Ordinance.** On _____, _____, the City of Marina Planning Commission (the "**Planning Commission**"), the initial hearing body for purposes of Development Agreement review, recommended approval of this Development Agreement pursuant to Resolution No. _____ **{To be inserted upon approval by the Planning Commission}**. On_____, _____, the City Council of City adopted its Ordinance No.___ approving this Development Agreement and authorizing its execution, and that Ordinance ("**Enacting Ordinance**") became effective on _____, _____**{To be inserted upon City Council approval}**.

L. **Project Provides Substantial Benefits.** For the reasons recited herein, City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Project Approvals and

Subsequent Project Approvals, thereby encouraging planning for, investment in and commitment to use and development of the Property. Continued use and development of the Property will in turn provide substantial employment and tax benefits, housing, and other public benefits to City, and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Law was enacted.

M. **Applicability to Property.** This Agreement shall be applicable to the Property and portions thereof and Developer shall be bound by the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the Parties hereby agree as follows:

SECTION 1
ADMINISTRATION

1.1 **Definitions.** As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section. To the extent that any capitalized terms contained in this Agreement are not defined below, then such terms shall have the meaning otherwise ascribed to them in this Agreement or Applicable City Regulations.

1.1.1 **"Administrative Amendment"** shall have the meaning set forth in Section 3.1.7.

1.1.2 **"Affiliate"** means any limited liability company, partnership, joint venture, trust, or corporation who now or hereafter (a) is a member of Developer; (b) directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, the Developer; or (c) in which fifty percent (50%) or more of the equity interest of which is held beneficially or of record by the Developer, as the context may require; or (d) is Controlled by or under the day-to-day management of a member of Developer.

1.1.3 **"Agreement"** shall mean this Development Agreement, as set forth in the preamble of this Agreement.

1.1.4 **"Applicable City Regulations"** shall mean all of the following to the extent the following do not conflict with or are not inconsistent with the Project Approvals: The rules, regulations, ordinances, and official policies of the City (whether adopted by the City Council, the Planning Commission, or the voters of the City) existing on the Effective Date governing the permitted uses of the land, density, design, improvement, and construction standards and specifications, applicable to development of the Property. Applicable City Regulations, may include in whole or in part without limitation, (i) the General Plan, Specific Plan, and the Municipal Code (including standard specifications, design standards, and relevant public facility master plans), (ii) Exactions listed on **Exhibit C** to this Agreement; and (iii) all other City laws that relate to or specify the permitted uses of land or improvements, the density or intensity of use, the subdivision of land for development, that are existing and in effect on the Effective Date; and (iv) all those existing and approved permits, entitlements, agreements, and other grants of approval having force and effect on the Effective Date relating to the Project and Property, including without limitation their text, terms and conditions of approval. A list of Applicable City Regulations, other than the Exactions and the Project Approvals, is set forth in

Exhibit B to this Agreement. Exceptions to Applicable City Regulations include Construction Codes (as defined in Section 1.1.8 and referenced in Section 2.3), and the application of New City Laws (as defined in Section 1.1.22) permitted under Sections 2.4.1 and 2.4.5.

1.1.5 "CEQA" shall mean the California Environmental Quality Act, California Public Resources Code Section 2100, et seq., and the State CEQA Guidelines, (California Code of Regulations, Title 14, Section 15000, et seq.), as each is amended from time to time.

1.1.6 "City" shall mean the City of Marina.

1.1.7 "City Council" shall mean the City Council of the City.

1.1.8 "Construction Codes" shall mean the Uniform Administrative Code, the International Building Code, and any other recognized uniform construction, fire and other codes applicable to improvements, structures and development in the City, and the applicable version or revision of such codes.

1.1.9 "Control" means the possession, directly or indirectly, of the power to cause the direction of the management and policies of any entity including but not limited to a limited liability company, a partnership, a joint venture, a trust, or a corporation, whether through the ownership of voting securities, by contract, or otherwise.

1.1.10 "Developer" shall mean CreekBridge Homes, LLC, and, subject to Section 5.3, its successors and assigns.

1.1.11 "Development Agreement Law" shall have the meaning given in Recital A.

1.1.12 "Development Agreement Regulations" shall have the meaning given in Recital A.

1.1.13 "Development Agreement Statute" shall have the meaning given in Recital A.

1.1.14 "Effective Date" shall mean the date determined under Section 1.2.1.

1.1.15 "EIR" shall have the meaning given in Recital J.

1.1.16 "Enacting Ordinance" shall mean the Ordinance Approving this Agreement as first referenced in Recital K of this Agreement.

1.1.17 "Exactions" shall have the meaning given in Section 2.7.1

1.1.18 "Force Majeure Event" shall mean a delay in performance beyond the control of the Party claiming the same. For the purpose of this definition, a cause shall be beyond the control of the Party whose performance would otherwise be required only if such cause would prevent or hinder the performance of such a requirement by any reasonable person similarly situated and shall not apply to causes peculiar to the Party claiming the benefit of a

Force Majeure Event (such as the failure to order materials in a timely fashion). A Force Majeure Event shall include, without limitation, any of the reasons set forth in this Section 1.1.18: (a) delay attributable to acts of God, accident, strikes or labor disturbances or disputes, (b) delay attributable to the actions or inaction of any governmental agency including the City that unreasonably delays development of the Property, (c) delays of the City in processing any Project Approval beyond the period of time permitted by law or required by this Agreement for the processing of such Project Approval, (d) delay attributable to inclement weather, earthquake or other natural disaster resulting in suspension of Project work for safety purposes, e.g., heavy rainfall, (e) delay attributable to inability to procure or a general shortage of labor, equipment, materials or supplies in the open market, rationing or restrictions on the use of utilities, or failure of transportation (but not attributable to a mere increase in price unless such price is commercially unreasonable and will extend for a period of time under the circumstances), (f) delay caused by acts of a public enemy, war, terrorism, insurrections, civil disturbance, riots, mob violence, sabotage, malicious mischief, or casualty, (g) delay attributable to a development moratorium (including but not limited to a sewer or water moratorium) approved by the City or other entity having jurisdiction, (h) delay caused by litigation or administrative action preventing or delaying the approval or development of the Project or adversely affecting the ability of the City or other public entity or the Developer or its successors or assigns to obtain financing for the Project, (j) delay attributable to local, state or federal laws or regulations (other than those expressly permitted by this Development Agreement), (k) delay attributable to governmental agencies in issuing permits or approvals or taking other actions required for development of the Project, (l) delay attributable to the commencement of circulation of an initiative or referendum petition or the filing of any court action to set aside or modify this Development Agreement, the Project Approvals or any Subsequent Project approvals, (m) delay attributable to insufficient water available to serve the Project or any phase or portion thereof, or (n) any delay claimed by a Party in the performance of any term, covenant, condition or obligation under this Agreement caused by a default of the other Party.

1.1.19 "General Plan" shall mean the City of Marina General Plan.

1.1.20 "Moratorium" shall mean any action by or on behalf of the City or another public entity having jurisdiction (including but not limited to action taken by virtue of an initiative) which delays or halts the processing or approval of subdivision maps, building permits or other Project Approvals.

1.1.21 "Municipal Code" shall mean the City of Marina Municipal Code.

1.1.22 "New City Laws" shall mean any ordinances, resolutions, orders, rules, official policies, standards, specifications or other regulations, which are promulgated or adopted by the City or its electorate (through their power of initiative or otherwise) after the Effective Date. The application of New City Laws to the Project shall be governed by Sections 2.4.1 and 2.4.5.

1.1.23 "Non-Curable Default" shall mean a default for which a cure period shall not exist, as set forth in Section 4.1.2.

1.1.24 "Planning Commission" shall mean the Planning Commission for the City of Marina.

1.1.25 "Project" shall mean the project commonly known as **"Marina Station"** which is proposed to be constructed on the Property as more fully described in Recital C.

1.1.26 "Project Approvals" shall mean the permits and approvals granted by the City for the Project, including each Subsequent Project Approval, as set forth in Recital D.

1.1.27 "Property" shall mean the real property described in **Exhibits A-1** and **A-2** attached and incorporated herein by this reference.

1.1.28 "Processing Fees" shall have the meaning given in Section 2.7.3.

1.1.29 "Rights of Access" shall mean the right of Developer to enter or encroach on certain public improvements as set forth in Section 2.9.

1.1.30 "Specific Plan" shall mean the Marina Station Specific Plan as adopted by the City Council, and amended from time to time.

1.1.31 "Development Services Director" shall mean that City official designated with such title or his or her designated representative and any City official who is authorized to assume and carry out the duties of such official under the same or a different title.

1.1.32 "Subsequent Project Approvals" shall have the meaning given in Recital E.

1.1.33 "Subdivision Map Act" means that legislation set forth in California Government Code Sections 66410 through 66499.58.

1.1.34 "Tentative Map" shall mean one or more tentative subdivision maps, whether a vesting tentative map or not, for the Property, including Conditions of Approval.

1.1.35 "Term" shall have that meaning as set forth in Section 1.2.2 of this Agreement.

1.1.36 "Vested Elements" shall have that meaning as set forth in Section 2.1.1 of this Agreement.

1.2 Effective Date and Term.

1.2.1 The Effective Date of this Agreement shall be the date that the Enacting Ordinance has become final, which is inserted at the beginning of this Agreement.

1.2.2 The Term of this Agreement shall commence on the Effective Date and shall continue for a period of 18 years until, and then terminate at 12:01 a.m., on **{Date to be inserted as effective date of the Enacting Ordinance}** (as may be extended, the **"Term"**), unless this Agreement is otherwise terminated or extended in accordance with the provision of

this Agreement. The Term has been established by the Parties as a reasonable estimate of the time required to develop and build out the Project taking into consideration the phasing complexity of the Project, anticipated actions of other public agencies, normal market and economic conditions and other contemplated potential circumstances which could affect the timing of development. Notwithstanding the foregoing, the Term of this Agreement shall be automatically extended for the period that development is prevented or delayed, in whole or in part due, to a Force Majeure Event lasting more than a period of 30 days for a single event or more than 60 days cumulatively for two or more events. Following the occurrence of a Force Majeure Event and the passage of time giving rise to an extension of this Agreement, upon request of the Developer, the Developer and Development Services Director shall extend, in writing, as a ministerial act, the Term of this Agreement in the form of an Administrative Amendment under Section 3.1.7 hereof, which extension shall be recorded in the Official Records of Monterey County Recorder.

1.2.3 Section 65868.5 of the Development Agreement Statute requires that this Agreement be recorded with the County Recorder no later than 10 days after the Effective Date, and that the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement.

1.2.4 This Agreement shall terminate as to each individual residential unit and lot and each non-residential building and the lot or site thereof on the date a Certificate of Occupancy is issued for such individual residential unit or non-residential building; provided, however, such termination shall not affect the rights or obligations of the Parties as to the remainder of the Property, which rights and obligations shall continue during the Term.

1.2.5 In accordance with Government Code Section 66452.6(a), the term of any Tentative Map, including modifications or amendments thereto, relating to the Property or any portion thereof shall automatically be extended to and until the later of the following: (1) the duration of this Agreement; or (2) the expiration of the tentative map in accordance with the Subdivision Map Act without reference to any extension given under this Agreement.

1.2.6 If this Agreement terminates for any reason before expiration of rights given under the Project Approvals or any Tentative Map pursuant to the Subdivision Map Act, such termination shall not affect Developer's rights to proceed in accordance with the law governing such Project Approvals and/or Tentative Map. If this Agreement terminates for any reason, including expiration of the Term, the rules, regulations and policies specified in the Development Agreement and Project approvals shall continue to govern the Project unless the City has previously specifically amended such rules, regulations and policies until such time as the City amends such rules, regulations and policies.

1.2.7 The term of any and all Project Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approvals.

SECTION 2
DEVELOPMENT OF THE PROPERTY

2.1 Vested Rights.

2.1.1 The permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, the subdivision of land and requirements for infrastructure and public improvements, the general location of public utilities, and other terms and conditions of development of the Property shall be governed by the Project Approvals, Applicable City Regulations and this Development Agreement (collectively "**Vested Elements**"), except as expressly provided in this Agreement.

2.1.2 Developer shall have a vested right to develop the Property in accordance with the Vested Elements subject to the terms and conditions of this Agreement.

2.2 Applicable City Regulations. The City shall have the right to regulate the development of the Property and uses within the Project pursuant to those laws, rules, regulations and official policies of City applicable to the Project at the time of execution of this Development Agreement which are listed in Exhibit B hereto, if, and only to the extent, such regulations do not conflict with or are not inconsistent with the Project Approvals ("Applicable City Regulations"). The parties agree that any density bonuses, incentives, concessions, waivers and reductions, reduced parking and all other incentives of any kind whatsoever that the Developer may be eligible for pursuant to the City's Density Bonus Ordinance and Government Code Section 65915 et seq. shall be waived unless set forth in the Below Market Rate Housing Agreement to be entered into by the Developer and the City pursuant to Section 2.17 of this Agreement.

2.3 Construction Codes. In the construction of the Project, Developer shall be subject as to each particular improvement, to all Construction Codes in force and effect when a building, grading or other application for a building permit or equivalent permit is granted by the City, provided the following conditions are satisfied:

2.3.1 The Construction Codes shall be interpreted and applied in a reasonable manner consistent with the express provisions and limits in the particular Construction Codes adopted by City; and

2.3.2 The provisions of the Construction Codes shall be interpreted and applied to the Project in a manner consistent with the generally prevailing standards of interpretation of such provisions under the State Building Standards Code.

2.4 Applicability of New City Laws.

2.4.1 New City Laws (including referendums and initiatives, and amendments to Applicable City Regulations) shall not be applicable to the Property unless such New City Laws are (a) not inconsistent with the Vested Elements or the terms of this Agreement or (b) meet one of the following requirements: (i) they are mandated by State or Federal law pursuant to Section 2.4.6; or (ii): they are required for reasons of public health or safety, based on findings by the

City Council supported by substantial evidence, that the failure of the City to do so would place the residents of the Property, or the residents of the City, or both, in a condition dangerous to their health or safety; provided, however, that no rent control or price control laws or regulations shall be applicable to the Property.

2.4.2 Either Party shall have the right to challenge the application under subsections (a) and (b) of Section 2.4.1 of New City Laws to the Project. If Developer believes that the application by the City of a New City Law to the Project is inconsistent with the Vested Elements or the terms of this Agreement, Developer shall give written notice to the City of the inconsistency in accordance with Section 6.8 of this Agreement. Developer's written notice shall inform the City of the factual and legal reasons why Developer believes the City cannot apply the New City Law to the Project consistent with the Vested Elements and this Agreement. The City shall respond to Developer's notice within forty-five (45) days of receipt of such notice. Thereafter, the Parties shall meet and confer within thirty (30) days of the date of Developer's receipt of the City's response with the objective of attempting to arrive at a mutually acceptable solution to this disagreement. If no mutually acceptable solution is reached at the conclusion of the meet-and-confer period, the Parties may initiate dispute resolution proceedings in accordance with Section 4.4 below, or Developer may initiate a legal action or proceeding challenging such application. If it is determined at the conclusion of such dispute resolution process or legal action that such New City Laws apply to the Project, and if such New City Laws have the effect of substantially and materially preventing development of the Project in accordance with the Vested Elements (i) the Parties shall process an amendment to this Agreement in accordance with the Development Agreement Law, and/or (ii) the Parties shall amend the Project Approvals or amend the Applicable City Regulations without amending this Development Agreement to allow the Project to be built as originally intended.

2.4.3 The limitation in Section 2.4.1 shall not be construed to interfere with City's right to adopt or apply the New City Laws with regard to any areas of City except for the Property.

2.4.4 There shall be a rebuttable presumption that any New City Laws affecting the Project and having any of the following effects shall be considered inconsistent with the Vested Elements and this Agreement:

2.4.4.1 Limiting or reducing, directly or indirectly, the total number of Residential Units in the Project in excess of one percent (1.0%).

2.4.4.2 Limiting or materially changing the location of Residential Units, buildings, grading, or other improvements on the Property.

2.4.4.3 Imposing new or additional dedication requirements or materially affecting the costs of infrastructure and/or public improvements to be provided by Developer.

2.4.4.4 Imposition of a Moratorium. This limitation on the City shall not apply when a Moratorium meets the requirements of Section 2.4.1 for application of New City Laws to the Property; provided that the application of any such Moratorium to the Property shall be limited in both scope and time to only effectuate the purpose for which it was imposed.

2.4.4.5 Materially frustrating the intent or purpose of the Vested Elements or otherwise materially increasing the costs of the Project, including costs of lots and improvements.

2.4.5 Developer, by giving written notice to the City, may elect to have all or part of the Property subject to any New City Laws that are otherwise not applicable to the Property under Section 2.4.1. In the event Developer so elects, Developer shall provide written notice to the City of that election (such notice to be provided pursuant to this Agreement) and thereafter such New City Law shall be deemed part of the Applicable City Regulations.

2.4.6 In the event State or Federal laws or regulations enacted after the Effective Date of this Development Agreement or action by any other governmental agency other than City prevent or preclude compliance with one or more provisions of the Vested Elements or this Development Agreement, or require changes in plans, maps or permits approved by City, this Development Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental agency. Immediately after enactment of any such new law or regulation, the Parties shall meet and confer in good faith to determine the necessity of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Development Agreement. It is the intent of the Parties that any such modification or suspension be limited to that which is necessary, and to preserve to the extent possible the original intent of the Parties in entering into this Development Agreement. If such modification or suspension is infeasible or the City does not fairly adjust the Development Agreement to allow close as possible the original intent of the Development Agreement in Developer's reasonable business judgment, then Developer shall have the right, at its sole election, to either: (1) submit the issue of whether City has acted in an arbitrary, capricious or unreasonable manner under this section to dispute resolution pursuant to Section 4.4, or (2) initiate a legal action or proceeding against City, or (3) to terminate this Development Agreement by written notice to City.

2.4.7 Rent or Price Controls. Developer and City intend to enter into a Below Market Rate Housing Agreement concerning below-market-rate housing to be provided or financed by Developer in connection with the Project in compliance with the General Plan and the Housing Element. Compliance by Developer with the Below Market Rate Housing Agreement shall be deemed to satisfy Developer's obligations under the City's Inclusionary Housing Program and related laws, regulations and policies, and shall be in lieu of, and the Property shall be exempt from, any other law, regulation or policy imposing rental or sale restrictions on residential units and/or any requirements for provision of affordable rental or for-sale housing, or any in-lieu fee, exaction, dedication, tax or other requirement for such purposes. No other price control, rent control or housing affordability criteria imposed by the City through Council action or by initiative or otherwise shall be applicable to the Property during the period in which any contractual provisions or deed restrictions recorded against any portion of the Property limiting its use, occupancy, rental or sale based upon affordability criteria remain in effect.

2.5 Processing and Inspection.

2.5.1 A subdivision, as defined in Government Code Section 66473.7, shall not be approved unless any tentative map for the subdivision complies with the provisions of said Section 66473.7. This provision is included in this Agreement to comply with Section 65867.5 of the Development Agreement Statute.

2.5.2 The City shall promptly accept, process, review and act upon all applications for permits and approvals for the Project, in a professional, timely manner including Subsequent Project Approvals under Section 2.8.1 hereof. City shall insure that adequate staff is available to timely process all applications for permits and approvals for the Project on an expedited schedule. Upon request of the Developer, the City shall inform the Developer of the necessary application requirements for any requested City approval or requirement relating to the Project.

2.5.3 City and Developer shall cooperate in processing all applications for permits and approvals for the Project, provided, however, that such cooperation shall not include any obligation, on the City's part, to incur any un-reimbursed expense, and the City shall be entitled, subject to the terms of this Agreement and Developer's rights hereunder, to exercise all discretion to which it is entitled by law in processing and issuing any permits and approvals for the Project.

2.5.4 The Parties shall cooperate and diligently work to implement any zoning, tentative map, final development plan and/or land use, grading or building permits or approvals which are necessary or desirable in connection with the development of the Project in substantial conformance with the Vested Elements.

2.5.5 Notwithstanding any administrative or judicial proceedings, initiative or referendum concerning any of the Project Approvals, City shall process applications for permits and approvals as provided herein to the fullest extent allowed by law and Developer may proceed with development of the Project pursuant to the Project Approvals or Subsequent Project Approvals to the fullest extent allowed by law. City shall be entitled, subject to the terms of this Agreement and Developer's rights hereunder, to exercise all discretion to which it is entitled by law in processing and issuing any permits and approvals for the Project.

2.6 Development Timing.

2.6.1 The Parties acknowledge that Developer cannot at this time predict when or the rate at which the phases of the Property will be developed or the order in which each phase will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as discovery of endangered species or historical or cultural artifacts, approval of habitat conservation plans or measures by other agencies, market conditions and demand, interest rates, absorption, and other similar factors. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the Parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it

is the Parties' desire to avoid that result by acknowledging that, unless otherwise expressly so provided in this Agreement, Developer shall have the vested right to develop the Project in such order and at such rate and at such times as Developer deems appropriate in the exercise of its business judgment provided Developer is in compliance with the Project Approvals, provided, however, nothing herein shall override any phasing or timing for development set forth in the Vesting Tentative Map Conditions of Approval and the Specific Plan.

2.6.2 The Tentative Map Conditions of Approval are intended to assure the timely provision of adequate infrastructure and services, including but not limited to water supplies, sewer, storm-water drainage, and streets, including emergency access.

2.7 Impact Fees, Dedications and Processing Fees.

2.7.1 Except as provided in Sections 2.7.2 and 2.73, City shall impose or exact only those taxes, assessments, development impact fees, other fees, mitigations on the Project (collectively, "**Exactions**") set forth in **Exhibit C** attached and incorporated herein by this reference and City shall not impose or exact any new, increased or modified Exactions on the Project, the Property or Developer, whether through the exercise of the police power, the taxing power, or any other means. Notwithstanding the previous sentence, the Developer acknowledges that the Project and Property shall be subject to a Regional Development Impact Fee proposed by the Transportation Agency of Monterey County (TAMC) if such fee becomes effective and applicable to development in the City of Marina.

The parties acknowledge that a Regional Development Impact Fee is proposed for adoption by Transportation Agency for Monterey County (TAMC) and participating land use jurisdictions in Monterey County through a Joint Powers Agreement. The program specifies that two-thirds of the TAMC member agencies must adopt the fee program in order for it to take effect. As of the Effective Date, the necessary two-thirds approval has not been obtained, and the City of Marina has not yet approved or implemented the TAMC fee program. However, on January 3, 2008, based on a Regional Impact Fee Nexus Study Update dated January 16, 2008, the TAMC Board approved a draft Regional Transportation Impact Fee Program (RTIFP) and associated legal documents for circulation to the TAMC member agencies for approval. The RTIFP proposes that different fees be assessed within three identified zones, North-County Greater Salinas, Peninsula-South Coast, and South County. The fee proposed for the Peninsula-South Coast area, in which the Project is located, is $3,498 per single-family dwelling unit; $ 2,456 per apartment dwelling unit; $ 2,142 per "condo/townhouse" unit; $5,185 per 1,000/SF of retail building; $4,070 per 1,000/SF of office or government buildings; and $813 per 1,000/SF of industrial and other buildings ("Proposed TAMC Fee"). Accordingly, so long as the Development Agreement remains in effect, Developer shall pay fees to mitigate regional traffic impacts according to the following program:

2.7.1.1 Escrow Account. Within 30 days after the Effective Date of the Development Agreement, Developer shall establish an interest-bearing escrow account with a title company acceptable to the City ("Escrow Account"). At the time of issuance of a building permit for each residential unit in the Marina Station Project, and until such time as the TAMC Regional Development Impact Fee ("TAMC Fee") is approved and implemented by the member agencies and by the City of Marina, Developer shall pay into the Escrow Account an amount equal to the Proposed TAMC Fee for the type of unit being constructed.

2.7.1.2 Funding of Improvements. Pending full approval and implementation of the TAMC Fee pursuant to paragraph 1, funds in the Escrow Account shall be used to finance Developer's proportional share of one or more of the traffic improvements identified in Mitigation Measures 4.13-14 and 4.13-16 through 4.13-23 of the Mitigation Monitoring and Reporting Program at the time each such improvement is fully funded and approved by the agency with jurisdiction over the improvement. Alternatively, the Escrow Account shall be used to finance Developer's proportional share of one or more alternative traffic improvements or programs which mitigate the projects impacts (for example, establishing an express bus service to reduce the traffic on Highway 1).

2.7.1.3 Approval of TAMC Fee. Upon full approval and implementation of the TAMC Fee pursuant to Section 2.7.1 above, all funds remaining in the Escrow Account, together with accrued interest, shall be paid to TAMC. Thereafter, Developer shall pay, at the time of issuance of each building permit for the Project, the prevailing TAMC Fee approved and implemented by the member agencies.

2.7.1.4. Disbursement Upon Expiration. Any funds remaining in the Escrow Account as of the expiration of this Agreement or earlier termination, together with accrued interest, shall be paid to Developer or its successor-in-interest or to such other party as Developer may designate during the life of the Development Agreement.

2.7.2 Notwithstanding Section 2.7.1, the Property shall remain subject to general property taxes existing as of the Effective Date and to increases in such taxes permitted by law and Developer shall be obligated to incur Exactions in addition to those set forth in **Exhibit C** that may be imposed pursuant to State or Federal law, under the provisions of Section 2.4.6.

2.7.3 Developer shall be obligated to pay only those processing fees, including application, plan check, map review, inspection and monitoring fees and fees of outside consultants, for land use approvals, grading and building permits, and other permits and entitlements (**"Processing Fees"**) in connection with the Project as set forth in **Exhibit D**, provided, however, that Developer retains the right to challenge such fees as excessive under state law, provided, however, if the Developer requests expedited processing for any approval, plan check, map review, or inspection or other services, the Developer shall pay any increased costs incurred by the City to accommodate the request for expediting.

2.8 Subsequent Project Approvals. City may deny an application for a Subsequent Project Approval only if such application does not comply with this Agreement or Applicable City Regulations or is materially inconsistent with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Project Approval which is requested by Developer as an amendment to a Project Approval). City may approve an application for a Subsequent Project Approval subject to any conditions reasonably necessary to bring the Subsequent Project Approval into compliance with this Agreement or Applicable City Regulations, or as necessary to make the Subsequent Project Approval consistent with the Project Approvals. If City denies any application for a Subsequent Project Approval, City shall specify in writing the reasons for such denial and suggest a modification consistent with this Agreement, the Project Approvals and Applicable City Regulations that would permit approval. The parties recognize that there may be Subsequent

Project Approvals making certain land use changes to Phase 8 of the Project as a result of negotiations between the Developer and the Sierra Club. In the event any Subsequent Project Approval for Phase 8 resulting from Developer's negotiations with the Sierra Club or other citizens groups results in additional parks, open space or streets, such Subsequent Project Approval may be conditioned upon the Developer agreeing to changes to the provisions of Section 2.16 of this Agreement to ensure that such Subsequent Project Approval does not result in increased maintenance costs to the City.

2.9 Streets and Related Easements.

2.9.1 Developer shall improve or cause to be improved certain streets as specified in the Vesting Tentative Map to be dedicated as public streets and these streets shall be accepted upon completion by the City and maintained by the City upon expiration of the Developer's one year warranty period. Streets or alleys not specified on the Vesting Tentative Map to be dedicated shall remain private property, and shall be maintained by the Developer or by a homeowners' association, and use of such streets or alleys by the public shall be permissive only.

2.9.2 The City shall grant to Developer Rights of Access subject to City's standard conditions for such Right of Access as may be necessary across, under, and over the surface and subsurface of all City streets as may be required from time to time for construction and installation of the following improvements:

2.9.2.1 Gas, electricity, water, wastewater, drainage, telephone, cable media, computer, security, telecommunications, and all other utilities, facilities and like improvements (including without limitation their related conduits, wires, lines, pipes, mains, pumps, meters and other structures, stations and improvements) necessary or desirous to the Project; and

2.9.2.2 Construction, paving, striping, cleaning, and repairing streets within the Project.

2.10 Improvement Plan Processing.

2.10.1 In any instance where Developer is required to install improvements that are subject to inspection and approval by the City, Developer shall obtain City approval of the plans and specifications, and provided Developer has supplied all information required by the City, the City shall promptly review and act on the application for such approval in a diligent manner in accordance with law. The commentary on plans shall specify the changes required to comply with City regulations. Developer shall correct the plans as requested or shall explain in writing why any changes were not made, or deviated from the changes requested by the City.

2.11 Significant Actions by Third Parties Necessary for Approval. At Developer's sole discretion, but consistent with the Project Approvals, Developer may apply for such other permits, grants of authority, agreements, and other approvals from other private, public and quasi-public agencies, organizations, associations or other public entities as may be necessary to the development of, or the provision of services and facilities to, the Project. The City shall cooperate with Developer in its endeavors to obtain such permits and approvals.

2.12 Cooperation of Parties. Each of the Parties shall act toward each other and the tasks necessary or desirous to the Project in a fair, diligent, expeditious and reasonable manner (except in those cases where a Party is given sole discretion under this Agreement), and no Party shall take any action that will unreasonably prohibit, impair or impede the other Party's exercise or enjoyment of its rights and obligations secured through this Agreement. This agreement to cooperate shall not require either Party to incur any un-reimbursed expenses.

2.13 Eminent Domain. The City acknowledges that use of its eminent domain powers may be necessary to facilitate implementation of the Subsequent Project Approvals. Developer acknowledges the City must comply with Title 7 of the California Code of Civil Procedure prior to exercising its eminent domain powers. Developer agrees to reimburse the City for all costs and attorneys' fees that may be expended by the City should the City exercise such powers to facilitate implementation of the Subsequent Project Approvals in accordance with such laws.

2.13.1 PG&E Property. In order to install required extensions of DeForest Road and Crescent Avenue at the southern border of the Project, the Developer must acquire right of way across a parcel currently owned by Pacific Gas and Electric, shown on the Vesting Tentative Map on Sheet 11 as "proposed public right-of-way to be acquired by City APN: 175-011-018" ("**PG&E Property**"), Developer shall use its commercially reasonable best efforts to attempt to acquire the PG&E Property. If Developer's negotiations with PG&E to acquire this property are unsuccessful, the City shall use good faith efforts to negotiate to acquire the PG&E Property at fair market value and, if the City is not successful in acquiring the PG & E Property pursuant to voluntary negotiations, the City agrees to consider a resolution of necessity to acquire the PG&E Property through eminent domain. Developer understands that the decision to exercise the power of eminent domain is subject to the discretion of the City Council based on all information available to the Council at time of consideration of the resolution of necessity. Nothing herein is intended to limit the City Council's exercise of such discretion. If the City Council adopts a resolution of necessity, the City shall pursue eminent domain of the PG&E Property as expeditiously as possible, provided, however, the City shall not file any such eminent domain action until Developer has provided the City with a deposit in the full amount of the City's appraised fair market value of the PG & E Property plus an additional sum equal to the City's estimated cost for legal fees and related costs associated with bringing such action. The costs associated with the acquisition of the PG&E Property, including legal expenses incurred in an eminent domain action, will be funded by Developer.

2.14 Marina Greens Drive. The existing right-of-way in the section of Marina Greens Drive between Paul Davis Drive and Del Monte Blvd. shall be abandoned and the City's interests quitclaimed to Developer in exchange for the new right-of-way for Marina Greens Drive as shown on the Vesting Tentative Map.

2.15 Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild portions of the Project within the Term of this Agreement should it become necessary due to natural disaster or changes in seismic requirements. Such renovations or reconstruction shall be processed as a Subsequent Project Approval. Any such renovation or rebuilding shall be subject to all design, density and other limitations and requirements imposed by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA.

2.16 Municipal Services Financing Plan/Fiscal Neutrality. Pursuant to the requirements of the General Plan, a City staff directed fiscal analysis was prepared that summarized costs associated with providing required public services to, and the revenues generated by, the Project. Based upon the findings of the fiscal impact study, the City has determined that the economic impact of the Project on the City will be fiscally neutral, provided that the ownership of infrastructure and maintenance responsibilities are shared between the City of Marina's General Fund and the Marina Station Home Owners Association, (HOA) as follows:

2.16.1 Home Owner Association-Maintained Streets, Alleys, Parks. The HOA shall maintain all surface improvements, including the trees, and rain gardens within all alleys, streets, and parks within Marina Station not listed below as City-maintained streets, parks and recreational areas.

2.16.2 City-Maintained Streets. The City shall maintain all surface improvements including the trees and landscaping within the Right of Way (all of the area dedicated to public use for public street purposes including, without limitation, roadways, medians, sidewalks and curbs) of the following streets:

1. The extension of Crescent Ave from its existing terminus to Golf Blvd except that the ground cover planting in the park strip shall be maintained by the adjacent private property owner and the ground cover within the "rain gardens" shall be maintained by the HOA.

2. Golf Blvd from Paul Davis Drive extension to the Crescent Ave extension including the landscaping, trees, and bike path/promenade within the Right of Way.

3. Paul Davis Drive from its existing terminus to the relocated Marina Green Drive, except that the ground cover planting in the park strip shall be maintained by the adjacent private property owner and the ground cover within the "rain gardens" shall be maintained by the HOA.

4. Marina Green Drive from Tentative Map Parcel 3 to Del Monte Blvd, including the landscaping, trees and promenade within the right of way on the south side except that the ground cover planting in the park strip on the north side of the Right of Way shall be maintained by the adjacent private property owner and the ground cover within the "rain gardens" on both sides of the street shall be maintained by the HOA.

5. Del Monte Blvd, including the landscaped center medians and rain gardens and the reconstructed bike path on the west side of the Right of Way. Tentative Map Parcel 204 shall be owned and maintained by the HOA. The Developer shall not be required to install the parking on the west side of the Right of Way until and unless the express bus service is provided and the station and plaza are built prior to expiration of the Development Agreement.

2.16.3 City-Maintained Parks. The City shall maintain all of the improvements within Tentative Map Parcels 1a, 1b, 3, 8, 11, 13, 14, 15, 16 and 29, including the trees and landscaping between the property line of the parcels and the back of curb.

2.16.4 Construction and Dedication of Parks and Streets. The Developer shall construct or install all improvements within both the City-maintained areas and the HOA-maintained areas described in Section 2.16.1, 2.16.2 and 2.16.3 above. The parks shall incorporate those facilities listed in Appendix E of the Marina Station Specific Plan. To the extent that the adopted Mitigation Monitoring and Reporting Program (MMRP) allows, the Developer may at its discretion, plant the ground cover areas of the trails and center medians and rain gardens and parks, in materials which will satisfy the requirements of the MMRP sections 4.4-1 (spine flower) and 4.4-13 (coastal dune scrub and native grassland.). If Developer installs such mitigation ground cover pursuant to the MMRP, it shall be responsible for any on-going maintenance costs in connection with such mitigation program (including, without limitation, costs of a qualified biologist and submittal of monitoring data) other than ordinary maintenance costs necessary to promote a healthy, weed-free environment. The Developer shall maintain all ground cover mitigation areas until the coverage meets the requirement of the MMRP or one year after planting, whichever is longer. All other planted areas within the City-maintained areas shall be maintained by the Developer for one year following the City acceptance of the subdivision improvements. Upon successful establishment of ground cover mitigation areas in compliance with the MMRP, Developer shall record a conservation easement over these areas and dedicate the respective areas to the City or HOA.

2.17 Affordable Housing Agreement. Prior to the recordation of the Final Map for the first phase of the Development, the Developer and the City shall enter into a Below Market Rate Housing Agreement that will obligate the Developer to provide affordable housing as part of the Development consistent with the requirements of the City General Plan and Housing Element. The specific terms of the Below Market Rate Housing Agreement are to be negotiated between the City, the Developer and a potential affordable housing developer to be selected by the Developer. The Below Market Rate Housing Agreement shall provide that a minimum of 20% of the 1360 residential units developed as part of the Development, excluding the "Carriage Apartments" as defined in the Specific Plan, shall be affordable units, within the following definitions and categories: 6% shall be affordable to and occupied by Very Low Income Households (less than or equal to fifty percent (50%) of Median Income), 7% shall be affordable to and occupied by Low Income Households (households with incomes greater than 50% of Median Income and less than or equal to 80% of Median Income) and 7% shall be affordable to and occupied by Moderate Income Households (households with incomes greater than 80% of Median income and less than or equal to 120% of Median Income). Median Income shall mean the median income level for Monterey County, adjusted for household size, as periodically published by HUD and the State Department of Housing and Community Development.

SECTION 3
AMENDMENT OF AGREEMENT AND SUBSEQUENT APPROVALS

3.1 Amendment of Project Approvals. The Project Approvals from time to time, may be modified in the following manner:

3.1.1 Amendment to this Agreement Not Contemplated. Subsequent Project Approvals and (except as expressly provided below) modifications to Project Approvals shall not require an amendment to the terms of this Agreement, and the terms of this Agreement shall apply to all Subsequent Project Approvals and amendments to modifications to Project Approvals, without any further action of the Parties.

3.1.2 Determination of Need for an Amendment. Upon the written request of the Developer, the City Attorney shall determine whether any requested modification of the Project Approvals requires an amendment to the terms of this Agreement. If the City Attorney finds that the proposed modification does not result in a material change to the terms of this Agreement, the modification may be approved without amendment of this Agreement.

3.1.3 Processing of Amendments. Any request by the Developer for a modification of the Project Approvals that is determined by the City Attorney to require an amendment to this Agreement shall be processed as an amendment to this Agreement in accordance with the Development Agreement Statute, subject to Developer's right to initiate dispute resolution proceedings as set forth in Section 4.4.

3.1.4 Administrative Approval of Project Modifications. Minor modifications to Project Approvals may be recommended by Development Services Director to the City Manager for approval as an administrative amendment to this Agreement, without notice, hearing, CEQA review, or formal action by a commission or board or the City Council, such as: lot line and parcel adjustments, changes in vehicle circulation or access not materially affecting capacity or service levels, changes in landscaping, location of utilities or other infrastructure not materially affecting design concepts; provided, however, prior to recommending any such minor modification administratively, the Development Services Director shall confirm with the City's Community Development Director or his or her designee, that such modifications are consistent with the Specific Plan, the City's General Plan and the Applicable City Regulations.

3.1.5 CEQA Review. The City has conducted extensive environmental review of the Project Approvals and has certified the EIR pursuant to the requirements of CEQA. To the maximum extent permitted by law, the City shall process Subsequent Project Approvals under the existing CEQA approvals (or as a supplement to the existing CEQA approvals) and shall not require further CEQA action unless such additional review is legally mandated under the CEQA Guidelines. The Parties acknowledge that certain discretionary Subsequent Project Approvals, if any, may be legally required to be subject to additional review under CEQA. The City shall promptly commence and diligently process any and all initial studies and assessments required by CEQA, and to the extent permitted or required by CEQA, the City shall process all documents required under CEQA including, but not necessarily limited to, any subsequent or supplemental EIR, negative declaration, addendum, or supplement to any existing EIR for the

Project. Notwithstanding any other provision of this Agreement, nothing contained in this Agreement is intended to limit or restrict the discretion of the City to take any appropriate action as may be required by CEQA with respect to any such discretionary Subsequent Project Approvals.

3.1.6 Amendment of This Agreement. This Agreement may be amended from time to time in accordance with the Development Agreement Statute, only upon the mutual written consent of the City and Developer.

3.1.7 Administrative Amendments to this Agreement. This Agreement may be amended or clarified by an Administrative Amendment upon mutual consent of the City Manager and Developer, without requirement of notice, hearing or adoption of an ordinance, for minor or clarifying changes or interpretations, or to reflect the changes in the Property referenced in Recital B hereof, or to extend the Term of this Development Agreement pursuant to Section 1.2.2 hereof, provided, however, prior to recommending any such amendments to the City Manager, the Development Services Director has confirmed with the City's Community Development Director that such amendments are consistent with the Specific Plan, the City's General Plan and the City's Zoning Ordinance.

SECTION 4
DEFAULT, REMEDIES, TERMINATION

4.1 Defaults.

4.1.1 Except for Non-curable Defaults, any failure by the City or Developer to perform any term or provision of this Agreement, which failure continues uncured for a period of ninety (90) days following written notice of such failure from the other Party (unless such period is extended by written mutual consent), shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure may be satisfactorily cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 90-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, the default shall continue and no additional cure period shall be provided. If the alleged failure is cured, then no default shall exist and the noticing Party shall take no further action. If the alleged failure is not cured, then a default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available under Section 4.3.

4.1.2 Any Assignment or other transfer in violation of Section 5 shall be considered a Non-curable Default.

4.1.3 No failure or delay in giving notice of default shall constitute a waiver of default; provided, however, provision of notice and opportunity to cure shall nevertheless be a prerequisite to the enforcement or correction of any Default.

4.2 Actions During Cure Period. During any cure period specified under Section 4.1.1 and during any period prior to delivery of any notice of default, the Party charged shall not

be considered in default for purposes of this Agreement. If there is a dispute regarding the existence of a default, the Parties shall otherwise continue to perform their obligations hereunder, to the maximum extent practicable in light of the disputed matter and pending its resolution or formal termination of the Agreement as provided herein.

4.3 Remedies for Non-Defaulting Party.

4.3.1 In the event either Party is in default under the terms of this Agreement, subject to any applicable requirements of Section 4.4, the other Party may elect to pursue any of the following courses of action: (i) waive such default; (ii) pursue administrative remedies as provided in this Agreement; and (iii) pursue any judicial remedies available. In the event a default by the City delays or impairs development of the Project, then in addition to all other remedies at law, the Term of this Agreement (and the duration of any Vested Elements and/or Project Approvals) shall be extended to include the full period of such delay or impairment, in addition to the duration of any administrative or judicial proceedings in connection with such default (**"Default Extension"**).

4.3.2 Unless otherwise provided in this Agreement, either Party, in addition to any other rights or remedies, may institute legal action, pursuant to Section 4.4.2, to cure, correct, or remedy any default by the other Party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance. The Term of this Agreement shall be extended for the period of such legal action, including any appeals.

4.4 Dispute Resolution; Legal Action.

4.4.1 Mediation. Except as otherwise provided herein, no action or proceeding with respect to any dispute, claim or controversy arising out of or relating to this Agreement (**"Dispute"**) may be commenced until the matter has been submitted to JAMS for mediation. Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The Parties shall cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings in Monterey County (unless otherwise agreed by the Parties). The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either Party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action or proceeding with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action or proceeding, if the Parties so desire. The provisions of this Section 4.4.1 may be enforced by any court of competent jurisdiction, and

the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the Party against whom enforcement is ordered.

4.4.2 Judicial Reference. If the mediation required under the provisions of this Agreement has not resolved the Dispute and any Party to this Agreement commences an action or proceeding relating to a Dispute, all the issues in such action or proceeding, whether of fact or law, shall be resolved by judicial reference pursuant to the provisions of Code of Civil Procedure Sections 638.1 and 641 through 645.1. The Parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the judicial reference proceeding. The following shall apply to any such proceedings:

4.4.2.1 The Parties shall use the procedures adopted by JAMS for judicial reference and selection of a referee (or any other entity offering judicial reference dispute resolution procedures as may be mutually acceptable to the Parties).

4.4.2.2 The proceeding shall be brought and held in Monterey County, unless the Parties agree to an alternative venue.

4.4.2.3 The referee shall be a retired judge or a licensed attorney with substantial experience in relevant real estate matters.

4.4.2.4 The Parties shall agree upon a single referee who shall have the power to try any and all of the issues raised, whether of fact or of law, which may be pertinent to the matters in dispute, and to issue a statement of decision thereon. Any dispute regarding the selection of the referee shall be resolved by JAMS, or, if no entity is involved, by the court in accordance with California Code of Civil Procedure Sections 638 and 640.

4.4.2.5 The referee shall be authorized to provide all remedies available in law or equity appropriate under the circumstances of the controversy, other than punitive damages.

4.4.2.6 The referee may require one or more pre-hearing conferences.

4.4.2.7 The Parties shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

4.4.2.8 A stenographic record of the trial shall be made.

4.4.2.9 The referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable.

4.4.2.10 The referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

4.4.2.11 The Parties shall promptly and diligently cooperate with each other and the referee and perform such acts, as may be necessary for an expeditious resolution of the dispute.

4.4.2.12 The costs of such proceeding, including the fees of a referee, shall be borne equally by the Parties to the Dispute.

4.4.2.13 The statement of decision of the referee upon all of the issues considered by the referee shall be binding upon the Parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the referee shall be appealable as if rendered by the court. The Parties acknowledge and agree that by providing for judicial reference of disputes, they are waiving their right to a jury trial.

4.5 Annual Review.

4.5.1 Each year during the Term of this Agreement beginning on or about the first anniversary date of the execution of this Agreement, the City shall review the extent of good faith compliance by Developer with the terms of this Agreement. This review shall be conducted by the City and shall be limited in scope to compliance with the terms of this Agreement pursuant to the Development Agreement Statute.

4.5.2 A finding by the City of good faith compliance by Developer with the terms of this Agreement, or a lack of a finding to the contrary, shall conclusively determine such good faith compliance up to and including the date of such review.

4.5.3 With respect to each year for which an annual review of compliance with this Agreement is conducted, upon request of Developer, the City shall provide Developer with a written **"Notice of Compliance,"** or, based on substantial evidence of a material failure of Developer to comply in good faith with the terms of this Agreement after notice and a reasonable opportunity to Developer to cure such failure, **"Notice of Non-compliance,"** as applicable, duly executed and acknowledged by the City. Either Party shall have the right to record any such notice.

4.5.4 Failure by the Developer to request review under this Section 4.5 or failure of City to initiate review under this Section 4.5 shall not invalidate any provisions of this Agreement or constitute a default hereunder.

4.5.5 The provision of this Section 4.5 shall be administered by the City's Development Services Director, subject to Section 4.4.

4.6 Force Majeure Delay, Extension of Times of Performance.

4.6.1 In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to a Force Majeure Event.

4.6.2 Any Party claiming a delay as a result of a Force Majeure Event shall provide the other Party with written notice of such delay, the reason for the delay and an estimated length of delay. Upon the other Party's receipt of such notice, the period of time for performance of any obligation or duty shall be automatically extended for the period of the Force Majeure Event, unless the other Party objects in writing within thirty (30) days after receiving

the notice. In the event of such objection, the Parties shall meet and confer within thirty (30) days after the date of objection to arrive at a mutually acceptable solution to the disagreement regarding the delay. If no mutually acceptable solution is reached at the conclusion of the meet and confer session(s), either Party may initiate dispute resolution proceedings as set forth in Section 4.4 of this Agreement. During the period of any Force Majeure Event extension, the Parties shall use their best efforts to minimize potential adverse effects resulting from the Force Majeure Event.

4.7 Legal Challenge by Third Party.

4.7.1 In the event of any administrative, legal or equitable action or other proceeding instituted by any person, entity or organization (not a Party to this Agreement) challenging the validity or enforceability of this Agreement, the Parties shall cooperate with each other in the defense of any such challenge, provided such cooperation shall not extend to payment of funds or expenses in defending such challenge unless agreed by the cooperating Party.

4.7.2 Developer shall indemnify and hold harmless the City, its officers, agents, employees, officers from any action brought by a third party (i) challenging the validity of this Agreement or (ii) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of this Agreement. Nothing in this Section shall be construed to mean that Developer shall hold the City harmless or defend it to the extent that such claims, costs or liability arise from, or are alleged to have arisen from, the sole negligence or willful misconduct of the City. The City shall cooperate with Developer in the defense of any matter in which Developer is defending or holding the City harmless and for such purpose Developer shall retain competent legal counsel approved by the City, which approval shall not be unreasonably withheld or delayed.

4.8 Estoppel Certificate.

4.8.1 Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party:

4.8.1.1 This Agreement is in full force and effect, and unless otherwise indicated has not been amended.

4.8.1.2 To best of knowledge, the Party requesting such certificate is not in default of the performance of its obligations under this Agreement, or alternatively, if a default exists or notice of default has been given, the nature and amount of any such defaults.

4.8.2 A Party receiving a request hereunder shall execute and return such certificate within twenty (20) business days following the receipt thereof. The Parties acknowledge that any certificate given hereunder may be relied upon by any governmental agency, any assignee, and other persons having an interest in the Project, including holders of any deed of trust. The City Manager shall be authorized to execute any such certificate for the City, unless otherwise directed by the City Council.

4.9 Termination of Agreement. This Agreement is terminable by mutual written consent of the Parties, and shall not require or be contingent upon the approval or consent of any other person or entity. Any obligations of indemnification and defense relating to matters arising before termination of this Agreement shall survive termination of this Agreement.

4.9.1 Except as otherwise set forth in this Agreement, if this Agreement is terminated by mutual written consent of the Parties, neither Party shall have any further rights or obligations under this Agreement. Subject to Section 4.9.3, each Party understands that it may have sustained damages that arise, or may arise out of, or relate to the termination of this Agreement that may not be apparent and that are presently unknown. Each Party waives, with respect to termination of this Agreement by mutual written consent of the Parties, any claims for all such damages. The waivers and releases in this Agreement include waivers and releases of any claims for unknown or unanticipated injuries, losses, or damages arising out of or relating to termination of this Agreement by mutual written consent of the Parties.

4.9.2 Subject to Section 4.9.3, each Party waives, with respect to termination of this Agreement by mutual written consent of the Parties, all rights or benefits that it has or may have under Section 1542 of the California Civil Code to the extent it would otherwise apply. Section 1542 reads as follows:

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

4.9.3 Nothing herein contained shall release or excuse Developer in the performance of its obligations to indemnity and defend the City as provided in this Agreement.

SECTION 5
ASSIGNMENTS

5.1 Limitation As To Assignment. Except as permitted by Sections 5.2 and 5.3 of this Agreement, Developer shall not assign, or attempt to assign or otherwise transfer this Agreement or any right herein (each referred to as an "**Assignment**") in whole or in part, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City may refuse to give its consent only if, in light of the proposed assignment and financial resources, such assignee would not in the City's reasonable opinion be able to perform the obligations proposed to be assumed by such assignee. The Developer acknowledges that the identity, make-up and proposal of the Developer are of particular concern to the City and it is because of these matters that the City has entered into this Agreement.

5.2 Permitted Assignment. The prior written approval of the City shall not be required for the following Assignments:

5.2.1 Any Assignment to one or more Affiliates of Developer; or

5.2.2 The merger, consolidation, restructuring or sale of substantially all of the assets of Developer or of any Affiliate, provided that a third party Certified Public Accountant

certifies that the resulting entity has a net worth, with assets calculated based on current market value (not book value), equal to or greater than twenty million dollars ($20,000,000); or

5.2.3 The assignment to any trustee by way of a deed of trust in favor of holder or beneficiary under such deed of trust, or the absolute or collateral assignment, pledge, grant or transfer to such holder, of the Developer's right, title and interest in, to and under this Agreement for the purpose of creating an encumbrance on or security interest in such interest, or to or by any such holder or other purchaser in connection with its acquisition of the Project Site by foreclosure or deed in lieu of foreclosure; or

5.2.4 The sale of individual parcels to third parties (provided, however, that such parcels shall be subject to the Specific Plan and Project Approvals).

5.3 Assumption of Assigned Obligations. As a condition to any Assignment under this Agreement, any person or entity accepting such Assignment ("**Assignee**") shall assume all of the obligations of this Agreement as they pertain to the portion of the Property being transferred to the Assignee. The assumption shall be on a form acceptable to the City and following the Assignment shall be recorded on the portion of the Property transferred. This requirement shall apply whether or not the transfer requires approval of the City.

5.4 Release of Developer. Upon the effectiveness of any Assignment and assumption of Developer's obligations by any Assignee, the Developer shall be fully relieved and released of each of its duties and obligations with respect to the portion of the Property transferred to the transferee from and after the date of such transfer, except as to those obligations of Developer under this Agreement, Project Approvals or Applicable City Regulations that affect more than the portion of the Property being transferred.

5.5 Successive Assignment. In the event of any Assignment under the provisions of this Section 5, the provisions of this Section 5 shall apply to each successive Assignment and Assignee. The Developer's obligations under this Agreement with respect to the portion of the Property transferred which are to be assumed by the Assignee shall be set out in substantially the form of the Assignment and Assumption Agreement.

5.6 Unapproved Transfers Void. Any Assignment, or attempted Assignment, that is not approved by the City as required under this Section 5, or that is inconsistent with the provisions of this Section 5, shall be unenforceable and void and shall not release Developer from any rights or obligations hereunder.

SECTION 6
GENERAL PROVISIONS

6.1 Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure. The Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Project, or any part thereof or interest therein, whether or not said mortgage or deed of trust is subordinated to this Agreement, but, the terms,

conditions, covenants, restrictions and reservations of this Agreement shall be binding and effective against the holder of any such mortgage or deed of trust or any owner of the Project, or any part thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

6.2 Covenants Binding on Successors and Assigns. This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein, and shall inure to the benefit of the Parties and their respective successors (by merger, consolidation or otherwise) and assigns.

6.3 Covenants Run With Land. The provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to Section 1468 of the Civil Code of the State of California. Each covenant to do or refrain from doing some act on the Property which is for the benefit of the Property or shall constitute a burden upon the Property, as applicable, shall run with the land, and is binding upon each Party and each successive owner during its ownership of the Property, or any portion thereof.

6.4 Preamble, Recitals, Exhibits. References herein to **"this Agreement"** shall include the Preamble, Recitals and all of the exhibits of this Agreement.

6.5 Attorneys Fees. Should any legal action or proceeding be brought by either Party regarding any matter arising out of or relating to this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorneys' fees incurred, court costs, and such other costs as may be determined by the court.

6.6 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a separately undertaken private development and Developer shall have full power over and exclusive control of the Project subject only to the limitations and obligations of Developer under this Agreement. No partnership, joint venture, agency or other association of any kind between Developer and the City is formed by this Agreement. The only relationship between the City and Developer is that of a governmental entity regulating development and the owner of the Project.

6.7 Construction. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter and vice versa.

6.8 Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered, mailed by certified mail, return receipt requested, or delivered by reliable overnight courier, to the respective Party as follows:

If to City:
City of Marina
211 Hillcrest
Marina, CA 93933

Attn: City Manager and the Development Services Director

With a Copy To:
City Attorney
City of Marina
857 Cass Street, Suite D
Monterey, CA 93940
Attn: City Attorney

And

The Community Development Director
City of Marina
211 Hillcrest
Marina, California 93933

If to Developer:
CreekBridge Homes
P.O. Box 293
Tres Pinos, CA 95075
Attn: Robert Bikle

A notice shall be effective on receipt. Any Party may change the address stated herein by giving written notice to the other Party, and thereafter notices shall be addressed and transmitted to the new address. Any notice given to the Developer as required by this Agreement shall also be given to any lender which provides written request to City for notice.

6.9 Recordation. The Clerk of the City shall record, at Developer's expense, a copy of this Agreement in the Official Records of the Recorder's Office of Monterey County. Developer shall be responsible for all recordation fees, if any.

6.10 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other. In the event of such termination, the provisions of Section 4.9 relating to termination of the Agreement by mutual written consent of the Parties shall apply. Without limiting the generality of the forgoing, no judgment determining that a portion of this Agreement is unenforceable or invalid shall release Developer from its obligations to indemnify the City under this Agreement.

6.11 Applicable Law; Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in Monterey County.

6.12 Waivers. No waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in a writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly set forth in such writing. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

6.13 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and the City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

6.14 Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

A-1	Legal Description of the Property
A-2	Map of the Property
B	Applicable City Regulations
C	Exactions Applicable to the Project
Table 1 to C	Development Impact Fees
Table 2 to C	Traffic Improvements
D	Processing Fees

6.15 Rules of Construction. The singular includes the plural; "shall" is mandatory, and "may" is permissive. This Agreement has been drafted jointly, and reviewed by the Parties and their attorneys and, therefore, shall not be construed in favor of or against a Party that may have drafted any particular term or provision. Prior versions or drafts of this Agreement shall not be used to interpret the meaning or intent of this Agreement or any provision hereof.

6.16 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties concerning the subject matter hereof. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiation or previous agreements between the Parties with respect to all or any part of the subject matter hereof. To the extent that there are conflicts or inconsistencies between this Agreement and any prior agreement, the provisions of this Agreement shall prevail.

6.17 Further Assurances and Acts. Each Party shall perform all acts and execute all documents and instruments that may be necessary or convenient to carry out its obligations under this Agreement.

6.18 Time of the Essence. Time is of the essence in the performance of each Party's respective obligations under this Agreement.

6.19 No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following:

(a) Confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express Parties to it;

(b) Relieve or discharge the obligation or liability of any person not an express Party to this Agreement;

(c) Give any person not an express party to this Agreement any right of subrogation or action against any Party to this Agreement.

IN WITNESS WHEREOF, the City and Developer have executed this Agreement as of the date first hereinabove written.

"City":

CITY OF MARINA,

a municipal corporation

By: _____
Mayor

ATTEST:

_____
City Clerk

"Developer":

CREEKBRIDGE HOMES, LLC,

By: Hugh P. Bikle,
President
CreekBridge Homes, LLC

By: _____
Its: President

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

[SEE ATTACHED DESCRIPTION]

EXHIBIT A-2

MAP OF THE PROPERTY

[SEE ATTACHED MAP]

EXHIBIT B

APPLICABLE CITY REGULATIONS

To the extent not in conflict with or not inconsistent with the Specific Plan, Vesting Tentative Map, and other Project Approvals, the following rules, regulations and official policies in effect as of the Effective Date shall apply to the Project and Property:

A. City of Marina General Plan, adopted October 31, 2000, as amended.

B. City of Marina Subdivision Ordinance, Title 16 of the City of Marina Municipal Code.

C. City of Marina Zoning Ordinance, Title 17 of the City of Marina Municipal Code.

D. All other rules, regulations, and official policies governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the Property subject to a development agreement in force at the time of execution of the Agreement.

E. Exactions (see Exhibit C)

EXHIBIT C

EXACTIONS APPLICABLE TO THE PROJECT

[Subject to conforming and clarifying changes prior to execution and recordation]

1. **Development Impact Fees.** City and Developer agree that the maximum development impact fees payable with respect to the specific land uses developed in the Project shall be the amounts set forth in **Table 1** to this Exhibit C. Roadway Segments Fee and Intersections Fee set forth on Table 1 comprise the City's Traffic Impact Fees. Using December 31, 2006, as the starting index date, on April 1 of each calendar year, the Development Impact Fees set forth in Table 1 shall be automatically adjusted based on the increase or decrease in the Engineering News Record Construction Cost Index for the San Francisco Bay Area for the period ending December 31 of the preceding calendar year. Fees paid after the date of such adjustment shall be paid at the adjusted rate.

2. **Fire Station Site.** Fire protection services to the Project are anticipated to be provided from the existing fire station on Palm Avenue. The Fire Department should be able to maintain an average response time of four minutes to the Project from the existing fire station, which meets current standards.

During final map approvals for each phase of the Project after Phase 1, the City and the Developer shall meet to review the current Fire Department service level impacts the Project has created and fire station needs to insure assumptions were accurate. The fire station may be required prior to development north of the Urban Growth Boundary ("UGB"). Developer shall reserve a location on the project site for a neighborhood fire station.

Future development north of the Urban Growth Boundary will increase the demand for fire protection services and the increased distance from existing fire stations to such development will preclude service within current response times. Accordingly, if development is proposed north of the UGB, past the point where it can be adequately serviced from the existing fire station, an additional fire station site will be required. Developer shall reserve, or cause to be reserved, a one-acre site in a location between the UGB and the Del Monte/Highway 1 intersection as determined by the Fire Department.

3. **Park Dedication and Improvements.** Developer shall, in connection with the Project, dedicate to the City, the parks and recreational areas shown on the Specific Plan for park and recreational purposes , which shall be maintained in accordance with Section 2.16 of the Agreement. Such dedication shall be deemed to satisfy any and all requirements and obligations set forth in Municipal Code Section 16.08.090 and Government Code Section 66477 and no fees in-lieu of land dedication that would otherwise be required under Municipal Code Section 16.08.090(E) or otherwise shall be imposed or required of Developer, and Developer shall not be entitled to any credits against payment of park fees. Developer shall provide the specific improvements set forth in Exhibit E of the Specific Plan for the parks and recreational areas dedicated in connection with this Agreement. Developer shall irrevocably dedicate to the City the parkland within each phase of the Project in an unimproved condition at the time of the City approval of a Final Map that includes said parkland. Additionally, the Developer shall irrevocably dedicate to the City the parkland shown within Parcel 3 on the Vesting Tentative Map as playfield totaling approximately 8.21. acres, prior to the City approval

of a Final Map for the second phase of the project. Each park shall be improved by Developer when more than 50% of the streets surrounding that park (as shown on the final map that includes that park) are installed, and CreekBridge shall bond for the park on that final map. The City agrees not to delay occupancy of residential units based upon the status of park improvements.

4. **Traffic Mitigation Measures.** City agrees not to impose on the Project any traffic mitigation measures other than those specifically set forth in the EIR. CreekBridge will be reimbursed for all of the costs (including, without limitation, design, engineering, bidding, construction, inspection and approval) for the projects it builds where someone other than Marina Station is listed as: **"Party Responsible to Pay Cost of Improvement" in Table 2 of Exhibit C,** provided however, if the other Party Responsible to Pay Cost of Improvement is not the City, Developer shall be responsible for collecting any such reimbursement and the City shall have not responsibility for collecting such reimbursement.

5. **Environmental Mitigation and Implementation Measures.** The Parties understand that the EIR was intended to be used in connection with the Project Approvals and the Subsequent Project Approvals needed for the Project. Consistent with the CEQA streamlining policies applicable to specific plans, including but not limited to California Code of Regulations, Title 14, Section 15182, the City agrees to use the EIR in connection with the processing of any Subsequent Project Approval to the maximum extent allowed by law.

6. **Public Safety Program Improvements.** Prior to approval of the first final map, the Developer shall provide a plan showing a wireless, mounted, transmitter/repeater plan for every two hundred residences at key locations within the Project for use by Marina Police and Fire services as part of the City's larger enhanced public safety program. Plan details shall have an installed value of not less than three thousand dollars per wireless location. Where the actual installed value is less than three thousand dollars, the balance, up to three thousand dollars, shall be placed in a defined City fund set aside specifically to support this particular public safety program. Final plan content shall be approved by the Fire Chief.

TABLE 1 TO EXHIBIT C

DEVELOPMENT IMPACT FEES – 2007 US Dollars

Land Use	Public Buildings Fee	Public Safety Fee	Roadway Segments Fee	Parks	Intersections Fee	Total
Residential (per unit)						
Single Family Dwellings	$2,427	$1692	$8,461	0	$1,858	$14,438
Senior homes	$1,618	$1128	$3,280	0	$720	$12,651
Assisted Living - Senior	$899	$627	$2,422	0	$532	$4,480
Multi-Family Dwellings (includes Town homes, Lane Homes, and Row Homes)	$2,248	$1,567	$5,862	0	$1,287	$10,964
Non Residential (per 1000 square feet)						
Office/Research	$719	$1,044	$9,734	0	$2,137	$13,634
Retail/Service	$432	$627	$17,633	0	$3,872	$22,564
Industrial	$239	$348	$6,162	0	$1,353	$8,102
Hotel (per room)	$144	$209	$7,224	0	$1,585	$9,162

TABLE 2 TO EXHIBIT C

TRAFFIC IMPROVEMENTS INTERSECTIONS

No.	N-S Street	E-W Street	Traffic Study Reference	Recommended Improvements	When Improvement will be Required	Party Responsible to Construct Improvement	Party Responsible to Pay Cost of Improvement	Currently in Marina CIP	Eligible to be included within Marina CIP?
1	NB Highway 1 Ramps	Del Monte Blvd North of Marina	#I-14	Add WB Left Turn Lane and Convert Intersection to All-Way Stop Control	Final Phase of Development	Marina Station	Marina Station	No	No
2	Del Monte Blvd	Golf Blvd	#I-2	Add SB Left Turn Lane	When EB Golf Blvd is Built	Marina Station	Marina TIF*	No	Yes
3	Del Monte Blvd	Marina Green Drive	#I-3	Add SB Left Turn Lane, add WB Right Turn Lane, add EB Right Turn Lane	At Adjoining Phase of Development	Marina Station	Marina TIF *	No	Yes
			#I-4	Convert Intersection to All-Way Stop Control	At Adjoining Phase of Development	Marina Station	Marina TIF *	No	Yes
4	Del Monte Blvd	Cosky Drive	#I-15	Add SB Median Left Turn Acceleration Lane	Final Phase of Development	Marina Station	Marina TIF *	No	Yes
5	SB Highway 1 Ramps	Reservation Road	#I-5	Convert Intersection to All-Way Stop Control	Final Phase of Development	Marina Station	Marina TIF*	No	Yes
			#I-10	Signalize Intersection	City Council Approval **	City of Marina	Marina TIF	Yes	Yes
6	NB Highway 1 Ramps	Reservation Road	#I-11	Signalize Intersection	City Council Approval **	City of Marina	Marina TIF	Yes	Yes

7	Cardoza Avenue	Reservation Road	#S-1	As Part of the Segment Improvement Restripe WB Right Turn Lane as a Through/Right Lane, Extend WB Right Turn Lane to NB Hwy 1 Onramp	City Council Approval **	City of Marina	Marina TIF	Yes	Yes

No.	N-S Street	E-W Street	Traffic Study Reference	Recommended Improvements	When Improvement will be Required	Party Responsible to Construct Improvement	Party Responsible to Pay Cost of Improvement	Currently in Marina CIP	Eligible to be Included within Marina CIP?
8	Del Monte Blvd	Beach Road	#I-6	Signalize Intersection, add EB Left Turn Lane	City Council Approval **	City of Marina	Marina TIF	Yes	Yes
9	De Forest Road	Beach Road	#I-7	Convert Intersection Control to All-Way Stop Control, add NB Left Turn Lane, add SB Right Turn Lane	At Adjoining Phase of Development	Marina Station	Marina TIF *	No	Yes
10	California Avenue	Reservation Road	#I-8	Signalize Intersection	City Council Approval **	City of Marina	Marina TIF	Yes	Yes
11	Salinas Avenue	Reservation Road	#I-12	Signalize Intersection	City Council Approval **	City of Marina	Marina TIF	Yes	Yes
12	Imjin Road	Reservation Road	#I-9 #I-16	Widen & Restripe NB as 1-L, 1-T, 3-R Add 2nd NB and 2nd Through Lanes	City Council Approval ** City Council Approval **	City of Marina	Marina TIF University Village	Yes No	Yes No
13	Blanco Road	Reservation Road	#I-13	Add 2nd WB Through Lane	Final Phase of Development	Marina Station	Marina Station	No	No
14	Highway 68 WB Ramps	Reservation Road	#I-17	Add EB Right Turn Lane	Final Phase of Development	Marina Station	Marina Station	No	No

Notes

1. L, T, R = Left, Through, Right
2. NB, SB, EB, WB = Northbound, Southbound, Eastbound, Westbound

3. "Marina CIP" refers to the City of Marina Capital Improvement Program, which is partially funded t through the City's traffic impact fee.

4. "Eligible" refers to if improvement could be added to City of Marina CIP. Improvements not covered would be either under the jurisdiction of another local agency or any mainline freeway improvement.

5. Recommended improvements at Imjin/Reservation were previously conditioned to be financed and implemented by the University Villages development, which is responsible for their construction. As Marina Station would also represent a significant impact at this intersection, it would also be responsible for financing and implementation of this improvement if University Villages does not finance and construct the improvements first. If Project is required to construct this improvement, it shall be reimbursed from fees or other mitigation imposed on University Villages in the amount of all costs to design, bid and construct this improvement.

6. "Marina TIF" refers to the City of Marina Traffic Impact Fee. "TAMC Fee" refers to the regional impact fee administered by the Transportation Agency for Monterey County. Although the amount of the TAMC Fee has been calculated based upon a nexus study, it has not yet been adopted locally by the City or other member agencies, which is necessary in order for the regional traffic mitigation program to be implemented. In cases in which the TAMC Fee is proposed as the mitigation for the Project's traffic impacts, if the TAMC Fee structure is not adopted, the impact will remain significant and unavoidable.

7. Percentage share is the percentage of the project trips out of the total intersection trips during the scenarios cited, minus the existing trips, during the PM peak hour. If percentage is 100%, project is responsible for all of the cost of the improvement. If percentage is less than 100%, then project responsible for that percentage of the cost of the improvement. If percentage not listed, percentage share is moot, because project pays traffic impact fees.

8. "Construction Only" means that project would be responsible for the stated share of the construction costs pursuant to an awarded bid, but would not be responsible for design, engineering, administration, inspection, or implementation of the improvement.

9. * - Improvement proposed to be added to City of Marina CIP, in which case project's payment of City of Marina Traffic Impact Fee would cover project impacts. Otherwise, project would be responsible for listed share of improvement cost.

10. ** - Improvement not currently in TAMC fee. If improvement added to TAMC fee, payment of fee would mitigate impact. If improvement not added to TAMC fee, impact would remain significant.

TRAFFIC IMPROVEMENTS

SEGMENTS

No.	Road Segment		Type	Traffic Study Reference	Recommended Improvements	When Project will be Required	Party Responsible to Construct	Party Responsible For Cost	Currently in Marina CIP	Eligible to be Included within Marina CIP?
1	Highway 1	NB Between Nashua / Molera Rd. & Del Monte North Interchange	4-Lane Freeway	#S3	Widen Northbound to 3 Lanes	State Approval	Cal Trans	State Funding, TAMC, TIF, * and Sales Taxes	No	No
2	Highway 1	NB Between Del Monte North Interchange & Reservation Rd.	4-Lane Freeway	#S4	Widen Northbound to 3 Lanes	State Approval	Cal Trans	State Funding, TAMC, TIF, * and Sales Taxes	No	No
3	Highway 1	NB Between Reservation Rd. & Del Monte South Interchange	4-Lane Freeway	#S5	Widen Northbound to 3 Lanes	State Approval	Cal Trans	State Funding, TAMC, TIF, * and Sales Taxes	No	No
4	Highway 1	NB Between Del Monte South & Interchange & Imjin Parkway	6-Lane Freeway	#S6	Widen Northbound to 4 Lanes	State Approval	Cal Trans	State Funding, TAMC, TIF, * and Sales Taxes	No	No
5	Highway 1	SB Between Imjin Parkway & Del Monte Blvd. South	6-Lane Freeway	#S7	Implement Weaving Improvement as Determined from the Conclusions of the Hwy. 1/Imjin Pkwy Interchange Project Study Report	State Approval	Cal Trans	Marina TIF	Yes	Yes
6	Reservation Road Between Hwy 1 NB Ramps at Reservation Rd. & Cardoza Ave		2-Arterial	#S1	Construct Formal WB Right Turn Lane Along Entire Block	City Council Approval **	City of Marina	Marina TIF	Yes	Yes
7	Reservation Road Between Cardoza Ave & Beach Rd		2-Arterial	#S1	Restripe Existing WB Right Turn Lane as Cardoza as a Through/Right Lane	City Council Approval **	City of Marina	Marina TIF	Yes	Yes

No.	Road Segment	Type	Traffic Study Reference	Recommended Improvements	When Project will be Required	Party Responsible to Construct	Party Responsible For Cost	Currently in Marina CIP	Eligible to be Included within Marina CIP?
8	Crescent Ave	2-Collector	NA	Construct New Road as Stipulated in the Marina Station Specific Plan from Southern Project Boarder to Golf Road	Adjoining Phases of Development	Marina Station	Marina TIF	Yes	Yes
9	Golf Blvd	2-Arterial	NA	Construct New Road as Stipulated in the Marina Station Specific Plan from Del Monte Blvd – To the Intersection with Crescent Ave	Adjoining Phases of Development	Marina Station	Marina TIF	Yes	Yes
10	Beach Road	NA	NA	Improvements to Olsen Elementary Frontage	City Council Approval **	Marina Station	Marina TIF	Yes	Yes

Notes:

1. Marina CIP" refers to the City of Marina Capital Improvement Program, which is partially funded through the City's traffic impact fee.
2. "Eligible" refers to if improvement could be added to City of Marina CIP. Improvements not covered would be either under the jurisdiction of another local agency or any mainline freeway improvement.
3. "Marina TIF" refers to the City of Marina Traffic Impact Fee. "TAMC Fee" refers to the regional impact fee administered by the Transportation Agency for Monterey County.
4. Percentage share is the percentage of the project trips out of the total intersection trips during the scenarios cited, minus the existing trips, during the PM peak hour.
5. * - improvement proposed to be added to City of Marina CIP, in which case project's payment of City of Marina Traffic Impact Fee would cover project impacts. Otherwise, project would be responsible for listed share of improvement cost.
6. ** - improvement not currently in TAMC fee. If improvement added to TAMC fee, payment of fee would mitigate impact. If improvement not added to TAMC fee, impact would remain significant.

EXHIBIT D

PROCESSING FEES

1. Building Plan Check, Permit and Inspection Fees. Fees for building plan check, permits and inspections will be charged in accordance with the City's fee ordinance at the time building permits are issued for both residential and commercial development. Such fees will include a 15% administrative fee to capture the indirect general city administrative costs. Timing for building plan check, permit and inspection to be performed by the City on an expedited basis as defined in the City's ordinances.

2. Subdivision Map and Plan Check; Subdivision Improvement Inspection. Fees for subdivision map and improvement plan checking and inspection of subdivision improvements will be charged in accordance with the City's fee ordinance at the time said maps and plans are submitted for approval. Such fees will include an additional 15% administrative fee to capture the indirect general city administrative costs. Timing of subdivision map and improvement plan check, approval and inspection to be performed by the City on an expedited basis as defined in the City's ordinances.

The estimated budget for subdivision map and plan checking and inspection of subdivision improvements, based on the phases and scope of subdivision improvements shown on the approved Vesting Tentative Map and the Specific Plan, is $2,980,000, but may be subject to change depending upon the number of phases, timing of submittals and construction, and conformance of plans and construction to the plans and City requirements.

a. Modification to Rates

Rates to be modified annually by CPI for the San Francisco Bay Area as published in the Engineering News Record. Parties to mutually agree upon modification to rage structure based on notification of such changes prior to submission of final maps or improvement plans.

b. Protocol. The estimated budget for plan and map checking services is based on the City providing review and comments on up to three submittals of each set of plans, with the fourth submittal containing mylars for signature (provided, however, that nothing herein shall preclude approval of plans based on fewer submittals). If review and comment on more than three versions of the maps or plans are required due to Developer's failure to make required revisions, such services shall be performed on a time-and-materials basis. Developer and its engineer shall have the right to meet with the engineer performing the map or plan checking after each plan or map check to review and discuss any required changes in detail before making corrections and to meet again to go over any changes made prior to re-submittal. The mutual goal shall be to complete the plan or map check process with no more than two plan or map submittals. Any changes required by the City as a result of the plan or map check shall be in writing and shall be detailed, clear and specific. No additional changes will be required after the

second plan or map check, except for those changes which result from Developer's failure to make previously required changes. All plans and maps shall be checked and returned to Developer's engineer within two weeks of each submittal and shall be corrected and resubmitted by Developer's engineer within two weeks of return, but nothing herein shall preclude earlier turn-around by the City or Developer.

3. Future Planning, Entitlement, Project Management and SDC Administration.

a. Charges. It is understood the above permits, plan check and inspection fees do not cover the planning, entitlement, project management costs nor direct general administrative costs related to the project as administered by the Strategic Development Center. Developer shall be responsible for the payment of such costs on a quarterly basis based on the estimated annual costs as determined by the City prior to the start of each City fiscal year. City shall provide the Developer with the estimated annual costs for the Developer's approval, which approval shall not be unreasonably withheld. If execution of this Agreement occurs prior to the start of the City's fiscal year, then the parties will agree on an annual budget for the remaining portion of the fiscal year. No later than the 15th day prior to the start of each quarter of the fiscal year, the Developer shall deposit one fourth (1/4) of the estimated annual total of the planning, entitlement, project management and SDC administrative charges. No later than the 30th day following the start of each quarter, the Project Manager shall provide the Developer an accounting of all expenses in the prior quarter, and an estimate of next quarter's expenses, adjusted as necessary for any surplus or deficit resulting from the previous quarter.

b. **Services.** Under the direction of the SDC Director, the project manager shall provide the planning, entitlement and project management services for the City for the Project with the assistance of outside consultants. Prior to hiring any such outside consultants, the City shall provide the Developer with copies of any proposed scopes of work for the Developer's approval, which approval shall not be unreasonably delayed or withheld. Costs for such consultants shall be included in the annual budget estimate and the quarterly deposits required pursuant to subsection (a) above.

c. Previous SDC start up fees. Previous fees paid by the Developer under separate agreement dated December 7, 2005 for the initial start up of the SDC as such fees were defined in said agreement shall be reimbursed to Developer at the time the first set of residential building permits are issued for the Project, as a credit against permit fees required at the time of submission of such plans. The amount of such fees is specified in said agreement.

SPECIFIC PLAN
APPROVED BY CITY COUNCIL ON MARCH 4, 2008

This Exhibit is 204 pages with color

https://www.cityofmarina.org/DocumentCenter/View/10756/MS-Specific-Plan-Feb-2008?bidId=

KEYSER MARSTON ASSOCIATES

Draft Assessment of Fiscal Impacts of Marina Station Development Project to the City of Marina

Prepared for:
City of Marina

Prepared by:
Keyser Marston Associates, Inc.

June 2022

TABLE OF CONTENTS

Page

I. INTRODUCTION **1**
- **A. Marina Station Development Program** **1**
- **B. Summary of Contents of Report** **2**

II. SUMMARY OF FINDINGS AND CONCLUSIONS **3**
- **A. Annual General Fund and Gas Tax Fund Impacts with Negotiated Municipal Services Financing Plan** **3**
- **B. One-time Construction Related General Fund and Impact Fee Revenues to the City of Marina** **4**
- **C. Recurring annual General Fund, Gas Tax and Measure X Fund Revenues** **6**
- **D. Recurring City Service Expenses** **9**

III. METHODOLOGY AND ASSUMPTIONS **11**
- **A. Approach** **11**
- **B. Key Assumptions and Analysis** **12**

IV. LIMITING CONDITIONS **16**

Exhibits

Exhibit A. Development Program 2
Exhibit B. General Fund, Gas Tax, and Measure X Fund Impacts at Stabilization, with Financing Plan 3
Exhibit C. One-time General Fund Use Tax and Property Transfer Tax Revenues from Construction 4
Exhibit D. Recurring Annual General Fund, Gas Tax, and Measure X Fund Revenues at Stabilization 6
Exhibit E. Recurring Annual General Fund and Gas Tax Fund Expenses at Stabilization 9

Tables

Table 1 Annual General Fund Revenue and Expenditure Summary
Table 2 Development Program
Table 2a Absorption
Table 3 Project Demographics
Table 4 Estimated Assessed Value
Table 5 Existing City Demographic Data
Table 6 Revenue Source Assumptions
Table 7 Estimated Annual Recurring General Fund Revenue, By Absorption Period
Table 8 General Fund Operating Expense Assumptions
Table 9 Estimated Annual General Fund Expenditures
Table 10 One-Time Public Facilities Impact Fees
Table 11 One-Time Transfer Tax Revenues on New Home Sales
Table 12 Average SFR and Condo Sale Prices, Marina and Seaside
Table 13 Industrial Sales Past Year - Marina, Seaside, Monterey, Salinas, Gilroy
Table 14 Office Sales Past Year - Marina, Seaside, Monterey, Salinas, Gilroy
Table 15 Retail Sales Past Year - Marina, Seaside, Salinas, Gilroy
Table 16 Sales of Apartment buildings over past 5 years

I. INTRODUCTION

Keyser Marston Associates, Inc. (KMA) has updated the analysis of recurring revenue and service cost impacts on the City of Marina's General Fund and Gas Tax Fund to be generated by the development of Marina Station. This update reflects the Marina Station Specific Plan, the Development Agreement between the City and Creekbridge Homes, LLC dated March 4, 2008, and the terms of the first Amendment to the Development Agreement (Amended DA) that have been negotiated with an ownership group ("Developer") that has assumed the responsibilities of Creekbridge, who elected to not proceed with the Marina Station project (Project).

The purpose of the proposed amendments to the Development Agreement is to facilitate the development of the Project, which in turn will bring financial and other benefits to the City of Marina. Key elements of the Amended DA that relate to the Project's fiscal impacts to the City include the following:

- The City will not issue the Final Map for the first phase of the development until the City has complete an update to the 2008 Fiscal Impact Study and that update demonstrates that the Project is fiscally neutral to the City.

- The fiscal analysis shall assume that community facility districts and community service districts will be formed at the Developer's expense that will cover the maintenance costs for all landscaping, lighting, parks, and roadways that are the responsibility of the City and will cover one-half of the City's costs of operating a fire station to serve the Project.

- If the update to the 2008 Fiscal Impact Study fails to demonstrate fiscal neutrality, the Developer and the City shall adjust the ownership of and maintenance responsibilities for new infrastructure improvements built to serve the Project or the Developer shall agree to additional impact fees or other exactions as necessary to achieve fiscal neutrality.

A. Marina Station Development Program

The Marina Station project consists of 1,117 ownership residential units, 243 rental apartments, and approximately 855,000 commercial square feet, including retail, office, and industrial space, as summarized below. Of the 1,360 total residential units, 272 will have long-term affordability covenants restricting occupancy to Very Low Income to Moderate Income households. Supporting Tables 2 and 2a provide a detailed breakdown of the unit mix and the projected annual absorption schedule.

Exhibit A. Development Program		
	Total at Buildout	**Year of Full Absorption [1]**
Residential		
For Sale Units	1,117 units	2031
Rental Apartments	243 units	2030
	1,360 units	
Affordable units	272 units	2030
	20%	
Commercial		
Retail	60,000 SF	2035
Office	144,000 SF	2036
Industrial	651,000 SF	2036
	855,000 SF	

B. Summary of Contents of Report

The analysis considers impacts to the General Fund and Gas Tax Fund because these are the major sources of discretionary spending for key city services including Public Safety and Public Works. Other special revenue funds are tied to specific purposes and have not been included.

This report includes a summary of:

- The development program proposed for Marina Station;
- Projected General Fund and Gas Tax Fund impacts to be generated by the project under the City's proposed Municipal Services Financing Plan;
- Details of projected General Fund and Gas Tax Fund revenues and expenditures to be generated by the project;
- The methodology that has been used to estimate the project's fiscal impacts;
- The key assumptions of the analysis; and
- Limiting conditions.

The details of the analysis are presented in the attached supporting tables and appendix tables.

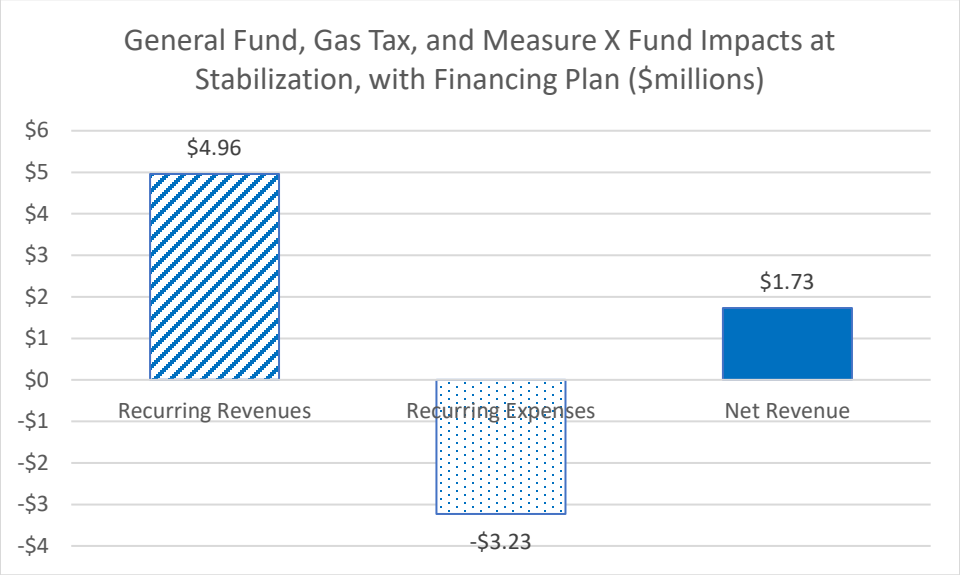
II. SUMMARY OF FINDINGS AND CONCLUSIONS

A. Annual General Fund and Gas Tax Fund Impacts with Negotiated Municipal Services Financing Plan

As shown below, it is estimated that Marina Station will generate a net surplus to the City's General and Gas Tax Funds approximating $1.7 million per year upon buildout. The projection indicates that Marina Station will meet and exceed the fiscal neutrality target for the Project.

Exhibit B. General Fund, Gas Tax, and Measure X Fund Impacts at Stabilization, with Financing Plan
(Revenues and Expenses are expressed in 2022 dollars)

	Annual Impact at Stabilization
Recurring Revenues	$4.96 million
Recurring Expenses	$3.23 million
Net Revenue	**$1.73 million**



Prior to stabilization, the project is expected to generate positive annual net impacts in each year as the project absorbs. As shown in Table 1, the 512 residential units that are anticipated to be built through 2026 are anticipated to generate an annual net surplus of $600,000 per year. It is anticipated that the Project's service population will trigger the need for the new fire station by 2028, which will significantly increase city service costs. By 2029, it is estimated that 1,166 of the Project's units will be built and occupied along with 43,200 square feet of office space and 15,000 square feet of retail space. The annual surplus at that time is estimated to total $651,000 per year. The development of additional non-residential and development units is anticipated to increase the size of the Project's annual fiscal surplus, with the annual surplus reaching $1.27 million by 2032 and $1.73 million by stabilization in 2036.

B. One-time Construction Related General Fund and Impact Fee Revenues to the City of Marina

The construction of Marina Station will generate one-time revenues to both the City's General Fund and to Impact Fee Fund. Unrestricted General Fund revenues will be generated through "use tax" revenue associated with the purchase of construction materials and transfer fees associated with the initial sale of the 1,117 homes at Marina Station.

One-time General Fund Construction Revenues

For the purposes of this analysis, it has been assumed that the City of Marina is designated as the point of sale by the Project's General and Sub-contractors for 50% of the materials purchased for construction. Based on the experiences of other projects, it is further estimated that the project's hard construction costs will approximate $440 million and that the cost of construction materials will approximate 50% of hard costs. City use tax revenues from the purchase of construction materials are estimated to total $2.75 million. City transfer tax revenues from the initial sale of the homes will approximate $486,000. The combined total of these two sources of one-time General Fund revenues is $3.2 million.

Exhibit C. One-time General Fund Use Tax and Property Transfer Tax Revenues from Construction		
Transfer tax revenues (Table 11)		$486,000
Estimate of Hard Costs	$443,000,000	
Estimate of Material s cost as a percent of hard costs	50%	
Estimated Share with Dublin as a point of sale	50%	
Local Sales and Use Tax Rate	2.5%	
Estimated One-time City Use Tax Revenue from Construction		$2,750,000
Total One-time General Fund Revenues from Construction		**$3,236,000**

One-time Impact Fee Revenues

The City levies a series of impact fees on both residential and non-residential development. As shown on Table 10, it is estimated that the development of Marina Station will yield approximately $38.8 million of impact fee revenues. The use of these revenues is restricted to fund public facilities that are needed to serve the Project.

Table 1
Annual General Fund Revenue and Expenditure Summary
Marina Station
Marina, Ca **6/15/22**

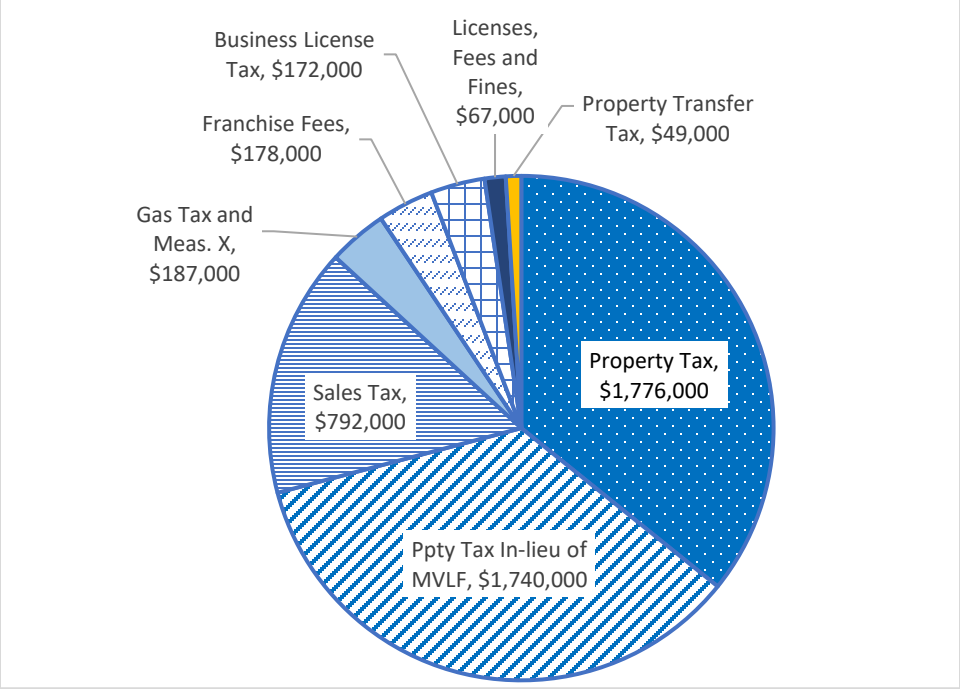
Revenue or Expenditure Category	Absorption Period 2024-2026		2027-2029		2030-2032		2033-36		Total	
General Fund Revenues										
City Share of Property Taxes	$589,000	42.7%	$756,000	39.7%	$292,000	31.7%	$139,000	24.6%	$1,776,000	37.2%
Sales Tax	$112,000	8.1%	$262,000	13.8%	$228,000	24.7%	$190,000	33.6%	$792,000	16.6%
Property Tax In-Lieu of MVLF	$577,000	41.8%	$740,000	38.8%	$286,000	31.0%	$137,000	24.2%	$1,740,000	36.5%
Franchise Fees	$60,000	4.4%	$78,000	4.1%	$30,000	3.3%	$10,000	1.8%	$178,000	3.7%
Licenses, Permits, and Fees	$15,000	1.1%	$20,000	1.0%	$8,000	0.9%	$3,000	0.5%	$46,000	1.0%
Fines / Forfeitures / Penalties	$7,000	0.5%	$9,000	0.5%	$4,000	0.4%	$1,000	0.2%	$21,000	0.4%
Property Transfer Tax	$19,000	1.4%	$23,000	1.2%	$6,000	0.7%	$0	0.0%	$48,000	1.0%
Business License Tax	$0	0.0%	$17,000	0.9%	$68,000	7.4%	$85,000	15.0%	$172,000	3.6%
	$1,379,000	100.0%	$1,905,000	100.0%	$922,000	100.0%	$565,000	100.0%	$4,771,000	100.0%
General Fund Expenditures										
Police	($310,000)	39.8%	($403,000)	21.6%	($157,000)	50.3%	($52,000)	53.6%	($922,000)	30.2%
Fire, Before New Station	($153,000)	19.6%	$0	0.0%	$0	0.0%	$0	0.0%	($153,000)	5.0%
Additional Fire for New Station	$0	0.0%	($1,059,000)	56.6%	$0	0.0%	$0	0.0%	($1,059,000)	34.6%
Recreation and Culture	($41,000)	5.3%	($52,000)	2.8%	($15,000)	4.8%	$0	0.0%	($108,000)	3.5%
Public Works	($59,000)	7.6%	($76,000)	4.1%	($30,000)	9.6%	($10,000)	10.3%	($175,000)	5.7%
General Government	($96,000)	12.3%	($125,000)	6.7%	($49,000)	15.7%	($16,000)	16.5%	($286,000)	9.4%
Plng., Bldg., Eng.	($31,000)	4.0%	($40,000)	2.1%	($16,000)	5.1%	($5,000)	5.2%	($92,000)	3.0%
Non-Departmental	($81,000)	10.4%	($105,000)	5.6%	($41,000)	13.1%	($13,000)	13.4%	($240,000)	7.8%
Economic Development	($8,000)	1.0%	($10,000)	0.5%	($4,000)	1.3%	($1,000)	1.0%	($23,000)	0.8%
	($779,000)	100.0%	($1,870,000)	100.0%	($312,000)	100.0%	($97,000)	100.0%	($3,058,000)	100.0%
Net Annual Recurring General Fund Impacts	**$600,000**		**$35,000**		**$610,000**		**$468,000**		**$1,713,000**	
Net Gas Tax + Meas. X	$7,000		$9,000		$4,000		$1,000		$21,000	
Combined	**$607,000**		**$44,000**		**$614,000**		**$469,000**		**$1,734,000**	
Cumulative	**$607,000**		**$651,000**		**$1,265,000**		**$1,734,000**			

C. Recurring annual General Fund, Gas Tax and Measure X Fund Revenues

The table below summarizes recurring revenues expected upon stabilization. As shown, Marina Station is estimated to generate approximately $4.96 million annually of General Fund and Gas Tax Fund revenues.

Exhibit D. Recurring Annual General Fund, Gas Tax, and Measure X Fund Revenues at Stabilization

	Recurring Fund Revenue	% of Total Marina Station Revenue
Property Tax	$1,776,000	36%
Ppty Tax In-lieu of MVLF	$1,740,000	35%
Sales Tax	$792,000	16%
Gas Tax and Meas. X	$187,000	4%
Franchise Fees	$178,000	4%
Business License Tax	$172,000	3%
Licenses, Fees and Fines	$67,000	1%
Property Transfer Tax	$49,000	1%
Annual City Revenues at Buildout	**$4,958,000**	**100%**



Property tax revenues are anticipated to represent the largest source of Fund revenues to be generated by the project, which is typical for a mixed-use project with a large residential

component. Property taxes represent 36% of annual revenues to the General fund and Gas Tax fund. Property tax revenues in-lieu of motor vehicle license fees are the second leading source of revenue, representing 35% of total annual revenue.

Sales tax revenues are anticipated to represent the third largest component of General Fund and Gas Tax Fund revenues. Marina Station's 60,000 square feet of new retail space and 3,562 new residents are expected to generate approximately $792,000 of new sales tax revenues to the City at buildout. This represents 16% of the revenues to be generated by the Marina Station project. The city receives 2.5% of annual taxable retail sales due to the special sales tax measures that were passed by Marina voters.

The other sources of revenue, including gas tax, Measure X funds, utility franchise fees, business license taxes, fines and forfeitures, fees and permits, and property transfer taxes. These revenues are anticipated to account for $653,000 in annual revenues at buildout, or approximately 13% of total annual Marina Station General Fund and Gas Tax Fund revenues. Exhibit B provides a graphic percentage breakdown of revenues to be generated by Marina Station at build-out, which are presented in Table 7.

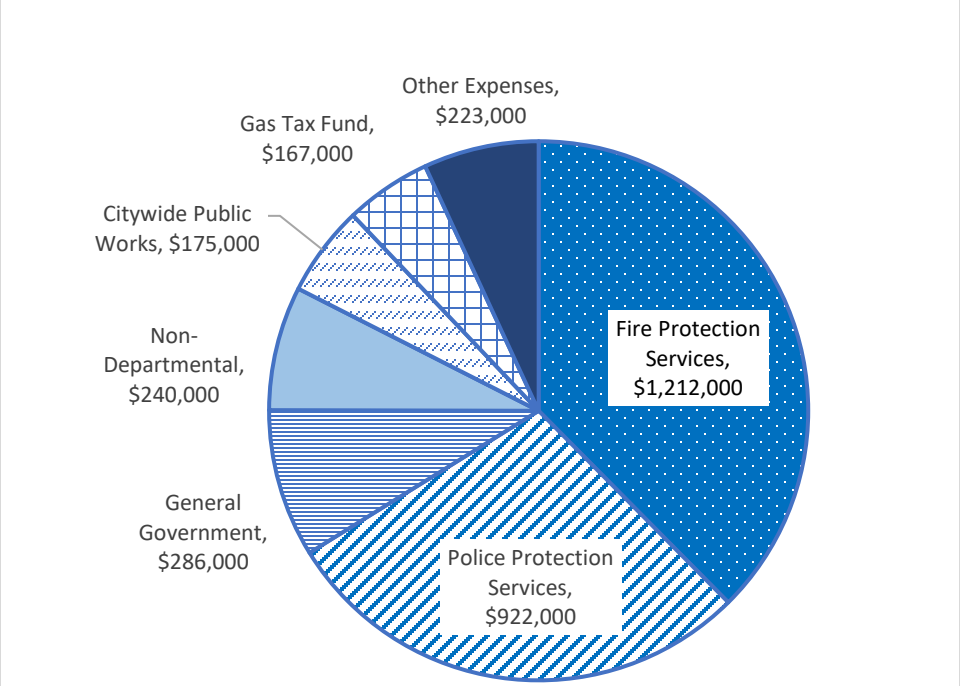
Table 2
Development Program
Marina Station
Marina, Ca **6/15/22**

	Absorption Period				
Development Program	**2024-2026**	**2027-2029**	**2030-2032**	**2033-2036**	**Total**
Villas (3,100 SF)	22	28	0	0	50
Large SF (2,700 SF)	74	75	14	0	163
Small SF (2,300 SF)	96	108	33	0	237
Cottages (1,800 SF)	96	108	53	0	257
Townhomes (1,450	74	75	31	0	180
Condominiums, Market (1,075 SF)	30	105	0	0	135
Condominiums, Mod.	30	65	0	0	95
Apartments, Market Rate	30	30	6	0	66
Apartments, Low and VL	60	60	57	0	177
Total Residential	512	654	194	0	1,360
cumulative	512	1,166	1,360	1,360	1,360
Office	0	43,200	43,200	57,600	144,000
Retail	0	15,000	22,500	22,500	60,000
Industrial	0	0	279,000	372,000	651,000
Total Office, Retail and Industrial	0	58,200	344,700	452,100	855,000

D. Recurring City Service Expenses

The total annual cost to the General and Gas Tax Funds to provide services to Marina Station are estimated to approximate $3.23 million upon buildout.

Exhibit E. Recurring Annual General Fund and Gas Tax Fund Expenses at Stabilization		
	Recurring Fund Revenue	**% Total Marina Station Expenses**
Fire Protection Services	$1,212,000	38%
Police Protection Services	$922,000	29%
General Government	$286,000	9%
Non-Departmental	$240,000	7%
Citywide Public Works	$175,000	5%
Gas Tax Fund	$167,000	5%
Other Expenses[1]	$223,000	7%
Total Annual Expenses	**$3,225,000**	**100%**



Fire protection costs represent the single largest annual expense (38% of total annual costs), which is largely due to the cost of operating a new fire station that will be built to serve the Project and the general community. Under the terms of the Development Agreement, Marina

[1] Includes annual service costs for the following departments: economic development, planning, engineering and building, and recreation and culture.

Station property owners will fund 50% of the annual cost to operate and maintain the new fire station and the General Fund will fund the remaining 50% of ongoing costs. Based on a staffing plan established in 2008 and inflation since 2008, it is estimated that it will cost approximately $2.4 million per year to operate and maintain the new station, with the cost to the General Fund approximating $1.2 million per year. The fire station will be built once the Project's service population reaches 2,800, which is anticipated to occur by 2029. Prior to the completion of the new fire station, the Project will be served by Marina's existing fire stations.

The second largest service cost is police protection costs. Service costs are based on citywide budgeted per capita costs and are estimated to total $922,00 per year upon buildout, or 29% of total annual costs.[2]

Under the Municipal Services Financing Plan (Section 2.16 of the Development Agreement), the maintenance of all parks, interior streets, and street landscaping will be privately funded by Marina Station property owners through the homeowners' association or the formation of a community facilities district (CFD) or community service district (CSD). In addition, 50% of the annual cost to operate the new fire station will be funded through the CFD or CSD.

General Fund expenditures for General Government, Non-Departmental, Recreation and Culture, Economic Development, Planning, Engineering, and Building, and Public Works departments are based on projections from current service levels and are estimated to total $1,091,000 per year upon build-out, or approximately 33% of the total.

Table 9 and Exhibit E show a detailed breakdown of anticipated Marina Station expenses.

[2] For purposes of this analysis, the City's last pre-pandemic budget of FY 2019/20 was assumed to be representative of a stabilized level of service. Per capita service cost factors were developed based on the 2019/20 budget to estimate impacts on several City departments, including general government, police services, non-department services, economic development, planning and building, recreation and culture and public works.

III. METHODOLOGY AND ASSUMPTIONS

A. Approach

KMA's analysis focuses exclusively on the assessment of recurring General Fund and Gas Tax Fund revenues and expenses to be generated by the development of Marina Station. KMA has prepared a model of the development scenario to evaluate upon buildout and ad three interim points during the Project's 13-year absorption schedule. All revenues and expenses are expressed in uninflated 2022 dollars.

The analysis evaluates the major revenue and cost elements, including property tax revenues, property tax in-lieu of motor vehicle license fee revenues, sales tax revenues to be generated from the project's residential and commercial development, and the cost to provide on-going municipal services. To estimate these impacts, KMA has:

- Reviewed the City's budget and the existing revenue and cost relationships in Marina;
- Reviewed the base assumptions used in the original fiscal impact analysis of the Marina Station Project that was prepared in 2008;
- Estimated the assessed value of the development program based on current market conditions and the portion of annual property taxes to be captured by the City of Marina;
- Estimated the magnitude of taxable sales to be generated by new residents and retail square footage based on current market conditions;
- Modeled the negotiated terms of the Development Agreement as they relate to the provision of municipal services, which require the Marina Station property owners to fund the on going maintenance costs of all new infrastructure built to serve the project, including but not limited to parks, streets, and landscaping, and 50% of the cost to operate and maintain a new fire station;
- Estimated the cost of providing on-going services based on existing service levels as represented by the City's budget for FY 2019/20 as this represented the last stabilized budget prior to the pandemic;

Except for the inclusion of sales tax revenues to be generated by Marina Station residents from purchases at Marina retail establishments not located at Marina Station, the analysis focuses on the "direct, on-site" revenues to be generated by the Project. Indirect and induced impacts, such as hotel room nights generated by business travelers have not been included.

One-time revenues associated with the construction of the Project have been estimated, including transfer tax revenues from the initial sale of the ownership units and impact fee revenues. Impact fee revenues are restricted to be used to fund improvements to mitigate the impacts that the development of Marina Station will have on public facilities.

B. Key Assumptions and Analysis

Since a fiscal impact analysis is based upon an assessment of future circumstances, the assumptions that are used to make estimates of future conditions are fundamental to the conclusions. The key assumptions of this fiscal analysis are as follows:

- ***Marina Station Development Program*** – The development program that has been evaluated in this fiscal analysis reflects the program provided by the Developer in 2022 (Table2 and Table 2a).
  - *Residential* - 1,360 residential units including 1,117 ownership, and 243 rental units.
  - *Retail* - 60,000 square foot retail component.
  - *Office* - 144,000 square foot office component.
  - *Industrial* - 651,000 square foot industrial component.

  There are components of the development program that have changed since the Specific Plan was adopted. KMA is not aware if the changes required any formal amendment process. While the total number of units and the total number of affordable units have not changed, the mix of units has changed. The key differences are as follows:

	Current Plan	Specific Plan	Difference
Number of Affordable Ownership Units	95	35	+60
Number of Affordable Rental Units	177	237	-60 (reduction in Moderate rentals)
Number of Market Rate Ownership Units	1022	1088	-66 (reduction in market rate condos)
Number of Market Rate Rental Units	66	0	+66

- ***Construction Schedule*** – The absorption schedule is based on information from the Developer, as summarized below (supporting Table 2a):
  - *Residential* – The first residential units are to be sold in 2024, with the residential portion of the project sold out and fully occupied by 2031.
  - *Retail* – Retail space will begin to come on line in 2028, and will be completed and occupied by 2035.
  - *Office* – The office space will be built and fully occupied by 2036.
  - *Industrial* – Industrial space will be built and fully occupied by 2036.

- ***Population*** – Marina's population reflects estimates by the State Department of Finance for the years 2019/2020 for consistency with the use of the City's 2019/2020 budget in developing the per capita revenue and service cost factors. Marina Station project is

projected to have a population of 3,562 upon buildout, which reflects an average household size of 2.7 people for ownership units and 2.5 people for apartments , which were the factors used in the original 2008 fiscal analysis. The population estimates reflect an assumed 5% vacancy factor for the market rate apartments. (Supporting Tables 3 and 5).

- ***Employment*** – The demographics research firm ESRI estimates Marina's 2019/2020 employment base at 5,768 jobs. Marina Station is projected to add approximately 1,714 jobs, or 2.5 jobs per 1,000 square of retail and office space, and 2.0 jobs per 1,000 square feet of industrial space. The employment projections reflect a 5% vacancy rate for office and industrial space and a 10% vacancy rate for retail space. (Supporting Tables 3 and 5).

- ***Resident Equivalents*** – The estimate of certain revenues and service costs is based on a modified per capita measure known as "resident equivalents." This approach combines residents and employees to form a single service population to drive the revenue or cost projection. The resident equivalents approach weights an employee as .25 of a resident, such that approximately 4 employees are viewed as having the same impact as one resident. This is the same approach that was used in the 2008 fiscal impact analysis of Marina Station. (Table 3).

- ***Assessed Values*** – The assessed values of market rate for-sale homes are based on the prices of homes sold in Marina over the past year (Table 12). The assessed values of market rate apartments, retail, office, and industrial space have been estimated based on recent sales in the Marina market area (Tables 13,14, and 15). The price of Moderate-income condos is based on the City's adopted formula for affordable ownership units. It is assumed that the Very Low and Low-income rental units will be exempt from property taxes. The assumed values are as follows:

Project Component	**Assessed Value**
Residential	
Market Rate Units	$835,000 average value per unit
Affordable Ownership Units	$320,000 average value per unit
Affordable Rental Units – VL, L	$0 / exempt from property taxes
Retail	$360 per square foot
Office	$355 per square foot
Industrial	$150 per square foot

- ***Motor Vehicle License Fees*** – Motor Vehicle License Fees are estimated in accordance with SB 1096, based on data from the California State Controller's Office. (Table 8).

- ***Property Tax Ratios*** – Property taxes in California are based on 1% of assessed values, and distributed by the State among a series of agencies including the County and the City. The ratio of property taxes distributed to the City varies by tax rate area. The property tax rate used in this analysis is based on information provided by the County in 2008. KMA is awaiting confirmation from the County that this figure remains applicable (Table 6).

- ***Sales Tax*** – Sales tax revenues are generated by new residents and new retail space. Taxable sales have been allocated first to residents based on the capture of expenditure potential, and second to retail based on a square footage allocation of the remaining taxable sales after deduction of sales allocated to residents. The City's share of sales taxes is 2.5%. (Tables 6 and 7).

    - *Resident Expenditures at off-site Marina stores* – Retail expenditure potential based on average household income, the proportion of spending on retail per the State Board of Equalization, and estimated capture rates in Marina is calculated and applied to the anticipated new residential population at Marina Station. This results in estimated taxable sales of $8,380 per unit, or $11.4 million at buildout.

    - *Retail* – Taxable sales from new retail anticipated in Marina are estimated using sales per square foot and percent taxable assumptions. Sales allocated to residents are deducted and net retail sales are allocated to each project area based on retail square feet. Marina Station's 60,000 square feet of retail space is expected to generate $20.3 million of taxable sales at buildout.

- ***Gas Tax and Measure X Revenues*** – Together with the General Fund, the Gas Tax Fund is one of the major sources of discretionary spending for key city services. Gas Tax Fund revenues are used to pay for public works maintenance costs such as arterial and landscape maintenance. Allocation of Gas Tax revenues from the State is based on a series of formulas pursuant to Streets and Highways Code Sections 2105, 2106, 2107, and 2107.5. The majority of tax revenue is apportioned to California cities based on population. As a result, gas tax revenue is projected based on a per capita factor derived from the 2019/20 allocation of $1,118,000. (Supporting Table 6).

- ***Public Safety / Police Service Costs*** – Projections are based on the City's service levels and department budget in FY 2019/20. Based on this level of service, it is estimated that the annual cost to serve the project will approximate $922,000 per year upon buildout. (Tables 8 and 9).

- ***Public Safety / Fire Service Costs*** – In accordance with the Fire Department's "Standard of Cover Deployment Analysis", the City intends to build a new fire station to provide adequate service to the Project over time and to the broader Marina community.

The fire station will be built once the Project's service population reaches 2,800, which is expected to occur by 2028. Per the negotiated terms of the Development Agreement, Marina Station property owners will be responsible for funding 50% of the station's ongoing operating costs and the General Fund will fund the remaining 50%. Based on cost estimates prepared in 2008 adjusted for inflation, operating costs are estimated to total $2.4 million per year. The General Fund's responsibility will approximate $1.2 million per year. Until the new station is built (estimated in 2028), it is assumed that the cost to provide fire protection services to Marina Station will reflect the current per capita cost throughout the City of $114 per resident equivalent. (Tables 8 and 9).

- ***Public Works Maintenance Costs*** – Estimates of public works maintenance costs reflect the terms of the Amended Development Agreement. In accordance with that Agreement, the Marina Station property owners will be responsible for funding 100% of ongoing maintenance costs for landscaping, lighting, parks, and roadways through either an HOA or the formation of a community facilities district or services district. In accordance with these provisions, none of these costs will be funded by the General Fund and are therefore not reflected in this fiscal analysis. The cost to mitigate the wear and tear on existing infrastructure by Project residents and businesses has been included in this fiscal analysis. Costs reflect current citywide per capita costs (Table 8 and 9).

- ***Variable versus Fixed Costs*** – For General Government, Non-department expenses, Economic Development, Planning and Building, and Public works departments, 50% of the existing expenditures and budget are assumed to be the result of variable costs that increase with additional population or employment. The other 50% of expenditures are assumed to be fixed costs of operation that will not increase as a result of the Project. Approximately 75% of Fire Department, Police Department and Recreation and Culture Department expenses are estimated to be impacted by new population. (Table 8 and 9).

- ***Constant 2022 Dollars*** – The analysis is in constant 2022 dollars. No inflation has been applied to revenues, costs, or property values.

- ***Continuity of Legal and Institutional Constraints*** – The cost and revenue experience of the City of Marina is based on the City's 2019-2020 Budget. The projections assume that revenue sources will remain constant through buildout of the project.

IV. LIMITING CONDITIONS

1. The analysis contained in this report is based in part on data from published sources, such as the City of Marina Budget, the California Department of Finance, and the demographics research firm ESRI. While we believe that the assumptions are reasonable and these sources are accurate, we cannot guarantee their accuracy.

2. The findings are based on the development concept specified in the report. If the development program varies from the assumed concept, the findings of this analysis may not be valid.

3. The conclusions reflect the assumption that the development concept will be completed at buildout. It is assumed that there is sufficient market support for the concept and that the commercial components achieve industry standard productivity levels. If the project's program changes or sales volumes are less than industry standards, the findings of this analysis may not be valid.

4. Revenue or cost projections contained in this report are based on the best project-specific and fiscal data available at this time as well as experience of our firm with comparable projects. These projections are reasonable and appropriate for planning purposes. However, actual revenues and expenses may vary considerably from the projections due to several factors including changes to the following: the development program, operating costs, the tax structure, legislation, market conditions, assessment appeals, County assessor practices, etc. No warranty or representation is made that any of these estimates or projections will be realized.

5. KMA's analysis is based in part on input from the City of Marina and the Developer obtained through documents and discussions.

6. We assume that all applicable laws and governmental regulations in place as of March 1, 2022 will remain unchanged at buildout. If this assumption does not hold true in the future, i.e., if the rates of property tax, motor vehicle license fees, etc., are changed, the analysis will need to be revised.

7. The findings reflect the assumption that the Marina Station property owners will be responsible for funding 100% of the maintenance costs for landscaping, lighting, parks, and street improvements within Marina Station through the combination of an HOA/CFD/CSD. In addition, property owners will be responsible for funding 50% of the ongoing operating costs of a new fire station to be built in Marina.

Tables

Table 1 Annual General Fund Revenue and Expenditure Summary
Table 2 Development Program
Table 2a Absorption
Table 3 Project Demographics
Table 4 Estimated Assessed Value
Table 5 Existing City Demographic Data
Table 6 Revenue Source Assumptions
Table 7 Estimated Annual Recurring General Fund Revenue, By Absoprtion Period
Table 8 General Fund Operating Expense Assumptions
Table 9 Estimated Annual General Fund Expenditures
Table 10 One-Time Public Facilities Impact Fees
Table 11 One-Time Transfer Tax Revenues on New Home Sales
Table 12 Average SFR and Condo Sale Prices, Marina and Seaside
Table 13 Industrial Sales Past Year - Marina, Seaside, Monterey, Salinas, Gilroy
Table 14 Office Sales Past Year - Marina, Seaside, Monterey, Salinas, Gilroy
Table 15 Retail Sales Past Year - Marina, Seaside, Salinas, Gilroy
Table 16 Sales of Apartment buildings over past 5 years

Table 1
Annual General Fund Revenue and Expenditure Summary
Marina Station
Marina, Ca **6/15/22**

Revenue or Expenditure Category	Absorption Period 2024-2026		2027-2029		2030-2032		2033-36		Total	
General Fund Revenues										
City Share of Property Taxes	$589,000	42.7%	$756,000	39.7%	$292,000	31.7%	$139,000	24.6%	$1,776,000	37.2%
Sales Tax	$112,000	8.1%	$262,000	13.8%	$228,000	24.7%	$190,000	33.6%	$792,000	16.6%
Property Tax In-Lieu of MVLF	$577,000	41.8%	$740,000	38.8%	$286,000	31.0%	$137,000	24.2%	$1,740,000	36.5%
Franchise Fees	$60,000	4.4%	$78,000	4.1%	$30,000	3.3%	$10,000	1.8%	$178,000	3.7%
Licenses, Permits, and Fees	$15,000	1.1%	$20,000	1.0%	$8,000	0.9%	$3,000	0.5%	$46,000	1.0%
Fines / Forfeitures / Penalties	$7,000	0.5%	$9,000	0.5%	$4,000	0.4%	$1,000	0.2%	$21,000	0.4%
Property Transfer Tax	$19,000	1.4%	$23,000	1.2%	$6,000	0.7%	$0	0.0%	$48,000	1.0%
Business License Tax	$0	0.0%	$17,000	0.9%	$68,000	7.4%	$85,000	15.0%	$172,000	3.6%
	$1,379,000	100.0%	$1,905,000	100.0%	$922,000	100.0%	$565,000	100.0%	$4,771,000	100.0%
General Fund Expenditures										
Police	($310,000)	39.8%	($403,000)	21.6%	($157,000)	50.3%	($52,000)	53.6%	($922,000)	30.2%
Fire, Before New Station	($153,000)	19.6%	$0	0.0%	$0	0.0%	$0	0.0%	($153,000)	5.0%
Additional Fire for New Station	$0	0.0%	($1,059,000)	56.6%	$0	0.0%	$0	0.0%	($1,059,000)	34.6%
Recreation and Culture	($41,000)	5.3%	($52,000)	2.8%	($15,000)	4.8%	$0	0.0%	($108,000)	3.5%
Public Works	($59,000)	7.6%	($76,000)	4.1%	($30,000)	9.6%	($10,000)	10.3%	($175,000)	5.7%
General Government	($96,000)	12.3%	($125,000)	6.7%	($49,000)	15.7%	($16,000)	16.5%	($286,000)	9.4%
Plng., Bldg., Eng.	($31,000)	4.0%	($40,000)	2.1%	($16,000)	5.1%	($5,000)	5.2%	($92,000)	3.0%
Non-Departmental	($81,000)	10.4%	($105,000)	5.6%	($41,000)	13.1%	($13,000)	13.4%	($240,000)	7.8%
Economic Development	($8,000)	1.0%	($10,000)	0.5%	($4,000)	1.3%	($1,000)	1.0%	($23,000)	0.8%
	($779,000)	100.0%	($1,870,000)	100.0%	($312,000)	100.0%	($97,000)	100.0%	($3,058,000)	100.0%
Net Annual Recurring General Fund Impacts	**$600,000**		**$35,000**		**$610,000**		**$468,000**		**$1,713,000**	
Net Gas Tax + Meas. X	$7,000		$9,000		$4,000		$1,000		$21,000	
Combined	**$607,000**		**$44,000**		**$614,000**		**$469,000**		**$1,734,000**	
Cumulative	**$607,000**		**$651,000**		**$1,265,000**		**$1,734,000**			

Table 2
Development Program
Marina Station
Marina, Ca **6/15/22**

	Absorption Period				
Development Program	**2024-2026**	**2027-2029**	**2030-2032**	**2033-2036**	**Total**
Villas (3,100 SF)	22	28	0	0	50
Large SF (2,700 SF)	74	75	14	0	163
Small SF (2,300 SF)	96	108	33	0	237
Cottages (1,800 SF)	96	108	53	0	257
Townhomes (1,450	74	75	31	0	180
Condominiums, Market (1,075 SF)	30	105	0	0	135
Condominiums, Mod.	30	65	0	0	95
Apartments, Market Rate	30	30	6	0	66
Apartments, Low and VL	60	60	57	0	177
Total Residential	512	654	194	0	1,360
cumulative	512	1,166	1,360	1,360	1,360
Office	0	43,200	43,200	57,600	144,000
Retail	0	15,000	22,500	22,500	60,000
Industrial	0	0	279,000	372,000	651,000
Total Office, Retail and Industrial	0	58,200	344,700	452,100	855,000

Table 2a
Absorption
Marina Station
Marina, Ca

Land Use	*2024*	*2025*	*2026*	*2027*	*2028*	*2029*	*2030*	*2031*	*2032*	*2033*	*2034*	*2035*	*2036*
Residential Units													
Single Family - Villas	4	12	22	34	46	50	50	50	50	50	50	50	50
Single Family - Large	24	49	74	99	124	149	163	163	163	163	163	163	163
Single Family - Small	24	60	96	132	168	204	237	237	237	237	237	237	237
Single Family - Cottages	24	60	96	132	168	204	240	257	257	257	257	257	257
Single Family - Towns/Rows	24	49	74	99	124	149	174	180	180	180	180	180	180
Condos	-	30	30	70	70	135	135	135	135	135	135	135	135
Apartments	-	-	30	30	60	60	66	66	66	66	66	66	66
Condos (Moderate)	-	30	30	70	70	95	95	95	95	95	95	95	95
Apartments (Low)	-	-	30	30	60	60	95	95	95	95	95	95	95
Apartments (Very Low)	-	-	30	30	60	60	82	82	82	82	82	82	82
TOTAL (Cumulative)	100	290	512	726	950	1,166	1,337	1,360	1,360	1,360	1,360	1,360	1,360
Non Residential Building (Sq Ft.)													
Office	-	-	-	14,400	28,800	43,200	57,600	72,000	86,400	100,800	115,200	129,600	144,000
Retail	-	-	-	-	7,500	15,000	22,500	30,000	37,500	45,000	52,500	60,000	60,000
Industrial	-	-	-	-	-	-	93,000	186,000	279,000	372,000	465,000	558,000	651,000
Total Non Residential SF	-	-	-	14,400	36,300	58,200	173,100	288,000	402,900	517,800	632,700	747,600	855,000

Table 3
Project Demographics
Marina Station
Marina, Ca

Demographic Measure			Household size	Marina Station 2024-2026	2027-2029	2030-2032	2033-2036	Total
Residents								
Villas (3,100 SF)			**2.7**	59	76	0	0	135
Large SF (2,700 SF)			**2.7**	200	203	38	0	441
Small SF (2,300 SF)			**2.7**	259	292	89	0	640
Cottages (1,800 SF)			**2.7**	259	292	143	0	694
Townhomes (1,450			**2.6**	192	195	81	0	468
Condominiums, Market (1,075 SF)			**2.5**	75	263	0	0	338
Condominiums, Mod.			**2.6**	78	169	0	0	247
Apartments, Market Rate	**5%**	**Vac.**	**2.375**	71	71	14	0	156
Apartments, Low and VL			**2.5**	150	150	143	0	443
Total Residents			**2.62**	1343	1711	508	0	3562
Employees								
Office	**5%**	**Vac.**	**2.375**	0	103	103	137	342
Retail	**10%**	**Vac.**	**2.25**	0	34	51	51	135
Industrial	**5%**	**Vac.**	**1.9**	0	0	530	707	1237
Total Employees				0	137	684	895	1,714
Resident Equivalents			*0.25*	0	34	171	224	429
Total Day + Night Population				1,343	1,848	1,192	895	5,276
Total Resident Equivalents				1,343	1,745	679	224	3,991

Table 4
Estimated Assessed Value
Marina Station
Marina, Ca **6/15/22**

			Marina Station				
Taxable Assessed Value ($1,000s)			**2024-2026**	**2027-2029**	**2030-2032**	**2033-2036**	**Total**
	Price Per SF	**Value Per DU/SF**					
Villas (3,100 SF)	**$387.00**	$1,200,000	$26,400,000	$33,600,000	$0	$0	**$60,000,000**
Large SF (2,700 SF)	**$390.00**	$1,053,000	$77,922,000	$78,975,000	$14,742,000	$0	**$171,639,000**
Small SF (2,300 SF)	**$406.00**	$934,000	$89,664,000	$100,872,000	$30,822,000	$0	**$221,358,000**
Cottages (1,800 SF)	**$451.00**	$812,000	$77,952,000	$87,696,000	$43,036,000	$0	**$208,684,000**
Townhomes (1,450	**$465.00**	$674,000	$49,876,000	$50,550,000	$20,894,000	$0	**$121,320,000**
Condominiums, Market (1,075 SF)	**$483.00**	$519,000	$15,570,000	$54,495,000	$0	$0	**$70,065,000**
Condominiums, Mod.	**$297.67**	$320,000	$9,600,000	$20,800,000	$0	$0	**$30,400,000**
Apartments, Market Rate		$310,000	$9,300,000	$9,300,000	$1,860,000	$0	**$20,460,000**
Apartments, Low and VL		0	$0	$0	$0	$0	**$0**
Total Residential			$356,284,000	$436,288,000	$111,354,000	$0	**$903,926,000**
Cumulative, Residential			$356,284,000	$792,572,000	$903,926,000	$903,926,000	
Office		$355	$0	$15,336,000	$15,336,000	$20,448,000	**$51,120,000**
Retail		$360	$0	$5,400,000	$8,100,000	$8,100,000	**$21,600,000**
Industrial		$150	$0	$0	$41,850,000	$55,800,000	**$97,650,000**
Total Office, Retail and Industrial			**$0**	**$20,736,000**	**$65,286,000**	**$84,348,000**	**$170,370,000**
Cumulative, non-residential			$0	$20,736,000	$86,022,000	$170,370,000	
Total Project AV			**$356,284,000**	**$457,024,000**	**$176,640,000**	**$84,348,000**	**$1,074,296,000**
Cumulative Project AV			**$356,284,000**	**$813,308,000**	**$989,948,000**	**$1,074,296,000**	
Estimated Additional Project AV			$356,284,000	$457,024,000	$176,640,000	$84,348,000	$1,074,296,000
Cumulative Additional Project AV			$356,284,000	$813,308,000	$989,948,000	$1,074,296,000	$0
Existing AV			**$0**	0	**$0**	**$0**	**$0**
Incremental AV			$356,284,000	$457,024,000	$176,640,000	$84,348,000	$1,074,296,000
Cumulative			$356,284,000	$813,308,000	$989,948,000	$1,074,296,000	

Table 5
Existing City Demographic Data
Marina Station
Marina, Ca **6/15/22**

Demographic Measure		City of Marina	*Source*
Population, 2019/20		22,406	*City Adopted Budget FY 2019/20*
Employment, 2019/20		5,768	*ESRI*
Resident Equivalents	*0.25 per employee*	23,848	
Day + night		28,174	

Table 6
Revenue Source Assumptions
Marina Station
Marina, Ca **6/15/22**

Property Tax	1%	property tax assessment
	16.53%	City share of property tax allocation post-ERAF
Property Tax In-Lieu of MVLF		
	$1.62	per $1,000 in AV growth
Property Transfer Tax	$0.55/$1,000 AV	City transfer tax rate
	10.00%	estimated market rate turnover
Sales Tax	2.50%	of taxable sales
2024-26	$8,754	Per hhld. Spending at off-site Marina stores
2027-29	$8,277	Per hhld. Spending at off-site Marina stores
2030-32	$7,799	Per hhld. Spending at off-site Marina stores
2033-36	$0	Per hhld. Spending at off-site Marina stores
General Retail	$338	total sales PSF
	100%	taxable sales
	0%	vacancy rate
	$338	total taxable general retail sales PSF
Business License Tax	0.20%	$1,440,000 citywide
Retail	338	gross receipts per sf
Other	82	gross receipts per sf
Franchise Fees	$1,060,000	citywide revenues in FY 2019/20
	23,848	resident equivalents
	$44.45	per resident equivalent
Licenses, Permits, and Fees	$273,500	citywide revenues in FY 2019/20
	23,848	resident equivalents
	$11.47	per resident equivalent
Fines / Forfeitures / Penalties	$126,100	citywide revenues in FY 2019/20
	23,848	resident equivalents [10]
	$5.29	per resident equivalent
Gas Tax + Meas. X	$1,118,000	Annual Revenue
	23,848	Resident equivalents
	$46.88	per RE

Table 7
Estimated Annual Recurring General Fund Revenue, By Absoprtion Period
Marina Station
Marina, Ca **6/15/22**

Revenue Source	Estimating Factor			Absorption Period 2024-2026	2027-2029	2030-2032	2033-2036	Total Project
Measure								
Total Taxable Incremental Assessed Value				*$356,284,000*	*$457,024,000*	*$176,640,000*	*$84,348,000*	*$1,074,296,000*
For-sale Residential Incremental Assessed Value				*$346,984,000*	*$426,988,000*	*$109,494,000*	*$0*	*$883,466,000*
Off-site Residential Spending, per du				*$8,754*	*$8,277*	*$7,799*	*$0*	*$24,830*
Residential Units				*512*	*654*	*194*	*0*	*1,360*
Employees				*0*	*137*	*684*	*895*	*1,716*
Residents				*1,343*	*1,711*	*508*	*0*	*3,562*
Office SF				*0*	*43,200*	*43,200*	*57,600*	*144,000*
Retail SF				*0*	*15,000*	*22,500*	*22,500*	*60,000*
Industrial SF				*0*	*0*	*279,000*	*372,000*	*651,000*
Resident Equivalents				*1,343*	*1,745*	*679*	*224*	*3,991*
Property Taxes	*16.53%*	*share of*	*1% tax*	$589,000	$756,000	$292,000	$139,000	$1,776,000
Property Tax In-Lieu of MVLF	*$1.62*	*/$1,000 AV*		$577,000	$740,000	$286,000	$137,000	$1,740,000
Recurring Transfer Tax								
Resale of Homes	*$0.55*	*/$1,000 AV*	*10% per year*	$19,000	$23,000	$6,000	$0	$49,000
Sales Tax								
Off-site Retail Sales			*2.50% tax*	$112,000	$135,000	$38,000	$0	$285,000
Project Retail Sales	*$338*	*psf*	*2.50% tax*	$0	$127,000	$190,000	$190,000	$507,000
			Subtotal Retail Sales	$112,000	$262,000	$228,000	$190,000	$792,000
Business License Tax, Excluding from Sale of Homes								
	Gross Receipts		*Tax*					
Office	*$82*	*per sf*	*0.20%*	$0	$7,000	$7,000	$9,000	$24,000
Retail	*$338*	*per sf*	*0.20%*	$0	$10,000	$15,000	$15,000	$41,000
Industrial	*$82*	*per sf*	*0.20%*	$0	$0	$46,000	$61,000	$107,000
			Subtotal Business License Tax	$0	$17,000	$68,000	$85,000	$172,000
Franchise Fees	*$44.45*	*per res eq*		$60,000	$78,000	$30,000	$10,000	$178,000
Licenses, Permits, and Fees	*$11.47*	*per res eq*		$15,000	$20,000	$8,000	$3,000	$46,000
Fines / Forfeitures / Penalties	*$5.29*	*per res eq*		$7,000	$9,000	$4,000	$1,000	$21,000
Total General Fund Revenue				**$1,379,000**	**$1,905,000**	**$922,000**	**$565,000**	**$4,771,000**
Gas Tax Fund and Meas. X	*$46.88*	*per res eq.*		**$63,000**	**$82,000**	**$32,000**	**$10,000**	**$187,000**
GF + Gas Tax and Meas. X				**$1,442,000**	**$1,987,000**	**$954,000**	**$575,000**	**$4,958,000**
Cumulative				**$1,442,000**	**$3,429,000**	**$4,383,000**	**$4,958,000**	

Table 8
General Fund Operating Expense Assumptions
Marina Station
Marina, Ca **6/15/22**

General Government	$3,407,470	net expenses in FY 2019/20
	50%	percent variable costs
	23,848	resident equivalents
	$71.44	average cost per resident equivalent
Non-Dept. +vehicles	$2,872,900	net expenses in FY 2019/20
	50%	percent variable costs
	23,848	resident equivalents
	$60.23	average cost per resident equivalent
Economic Development	$267,507	net expenses in FY 2019/20
	50%	percent variable costs
	23,848	resident equivalents
	$5.61	average cost per resident equivalent
Net Planning, Eng., Bldg.	$1,102,530	net expenses in FY 2019/20
	50%	percent variable costs
	23,848	resident equivalents
	$23.12	average cost per resident equivalent
Fire Services	$3,627,760	net expenses in FY 2019/20
	75.00%	% Variable
	23,848	resident equivalents
	$114.09	average cost per resident equivalent until Fire station triggered
2008 study		
Cost of new Fire Station	$1,796,250	
Marina Station's share	$898,000	
Resident Equivalent Trigger for full share	2,800	
Full share cost esclated by CPI since 2008	$1,212,000	
Police Services	$7,342,180	net expenses in FY 2019/20
	75.00%	% Variable
	23,848	resident equivalents
	$230.91	average cost per resident equivalent
Recreation and Culture	$909,543	net expenses in FY 2019/20
	75%	percent variable costs
	22,406	residents
	$30.45	avg. cost per resident

Table 8
General Fund Operating Expense Assumptions
Marina Station
Marina, Ca **6/15/22**

Public Works	Additional Wear on Existing Infrastructure:	
	$2,090,250	net expenses in FY 2019/20
	50%	percent variable costs
	23,848	resident equivalents
	$43.82	average cost per resident equivalent
Gas Tax + Meas. X	$996,550.00	Expenditures in FY2019/20
	23,848	Resident Equivalents
	$41.79	Per RE
	Cost to Maintain New Infrastructure:	
	$0	All new infrastructure to be maintained through a CFD
	$0	

Table 9
Estimated Annual General Fund Expenditures
Marina Station
Marina, Ca

Expenditure		Absorption Period 2024-2026	2027-2029	2030-2032	2033-2036	Total
resident equivalents		*1,343*	*1,745*	*679*	*224*	*3,991*
residents		*1,343*	*1,711*	*508*	*0*	*3,562*
% total project resident equivalents		*33.7%*	*43.7%*	*17.0%*	*5.6%*	*100.0%*
	estimating factor [2]					
General Government	*$71.44 per res eq*	$96,000	$125,000	$49,000	$16,000	$286,000
Non-Departmental	*$60.23 per res eq*	$81,000	$105,000	$41,000	$13,000	$240,000
Economic Development	*$5.61 per res eq*	$8,000	$10,000	$4,000	$1,000	$23,000
Planning, Engineering, Bldg.	*$23.12 per res eq*	$31,000	$40,000	$16,000	$5,000	$92,000
Fire - Until Trigger of 2800 Res Equiv.	*$114.09 per res eq*	$153,000				$153,000
Cost of New Fire Station	*$1,212,000 for project*		$1,059,000	$0	$0	$1,059,000
Police	*$230.91 per res eq*	$310,000	$403,000	$157,000	$52,000	$922,000
Recreation and Culture	*$30.45 per res.*	$41,000	$52,000	$15,000	$0	$108,000
Public Works - Add'l Wear and Tear	*$43.82 per res eq*	$59,000	$76,000	$30,000	$10,000	$175,000
Total General Fund Expenditures		**$779,000**	**$1,870,000**	**$312,000**	**$97,000**	**$3,058,000**
Gas Tax + Meas. X	*$41.79 per res eq*	**$56,000**	**$73,000**	**$28,000**	**$9,000**	**$167,000**
Total GF + Gas + Meas. X		**$835,000**	**$1,943,000**	**$340,000**	**$106,000**	**$3,225,000**
Cumulative		**$835,000**	**$2,778,000**	**$3,118,000**	**$3,224,000**	

Table 10
One-Time Public Facilities Impact Fees
Marina Station
Marina, Ca

		Absorption Period				
		2024-2026	2027-2029	2030-2032	2033-2036	Total
	Fee per Unit, per SF					
Villas (3,100 SF)	$24,223	$532,906	$678,244	$0	$0	$1,211,150
Large SF (2,700 SF)	$24,223	$1,792,502	$1,816,725	$339,122	$0	$3,948,349
Small SF (2,300 SF)	$24,223	$2,325,408	$2,616,084	$799,359	$0	$5,740,851
Cottages (1,800 SF)	$24,223	$2,325,408	$2,616,084	$1,283,819	$0	$6,225,311
Townhomes (1,450	$24,223	$1,792,502	$1,816,725	$750,913	$0	$4,360,140
Condominiums, Market (1,075 SF)	$20,174	$605,220	$2,118,270	$0	$0	$2,723,490
Condominiums, Mod.	$20,174	$605,220	$1,311,310	$0	$0	$1,916,530
Apartments, Market Rate	$20,174	$605,220	$605,220	$121,044	$0	$1,331,484
Apartments, Low and VL	$20,174	$1,210,440	$1,210,440	$1,149,918	$0	$3,570,798
Total Residential		$11,794,826	$14,789,102	$4,444,175	$0	$31,028,103
Cumulative, Residential		$11,794,826	$26,583,928	$31,028,103	$31,028,103	
Office	$12.35	$0	$533,520	$533,520	$711,360	$1,778,400
Retail	$19.82	$0	$297,360	$446,040	$446,040	$1,189,440
Industrial	$7.43	$0	$0	$2,073,249	$2,764,332	$4,837,581
Total Office, Retail and Industrial		$0	$830,880	$3,052,809	$3,921,732	$7,805,421
Cumulative, Non-Residential		$0	$830,880	$3,883,689	$7,805,421	
Total, Residential + Non Residential		$11,794,826	$15,619,982	$7,496,984	$3,921,732	$38,833,524
Cumulative, Total		**$11,795,000**	**$27,415,000**	**$34,912,000**	**$38,834,000**	

Table 11
One-Time Transfer Tax Revenues on New Home Sales
Marina Station
Marina, Ca

		Absorption Period				
		2024-2026	2027-2029	2030-2032	2033-2036	Total
Transfer Tax, per $1,000	*$0.55 Price*					
Villas (3,100 SF)	$1,200,000	$14,520	$18,480	$0	$0	$33,000
Large SF (2,700 SF)	$1,053,000	$42,857	$43,436	$8,108	$0	$94,401
Small SF (2,300 SF)	$934,000	$49,315	$55,480	$16,952	$0	$121,747
Cottages (1,800 SF)	$812,000	$42,874	$48,233	$23,670	$0	$114,776
Townhomes (1,450	$674,000	$27,432	$27,803	$11,492	$0	$66,726
Condominiums, Market (1,075 SF)	$519,000	$8,564	$29,972	$0	$0	$38,536
Condominiums, Mod.	$320,000	$5,280	$11,440	$0	$0	$16,720
Total		**$190,841**	**$234,843**	**$60,222**	**$0**	**$485,906**
Cumulative		**$191,000**	**$426,000**	**$486,000**	**$486,000**	

Table 12
Average SFH and Condo Sale Prices, Marina and Seaside
Marina Station
Marina, Ca

	Average Sale Price	*Avg. SF*	*Avg. Price per SF*			
Marina						
2 BD Condominium	$513,412	1,063	$483	1075	condo	$483
3 BD Condominium	$614,800	1,416	$434	1450	TH	$465
2 BD SFR	$692,200	1,261	$549	1800	cottage	$451
3 BD SFR	$775,701	1,565	$496	2300	small	$406
4 BD SFR	$916,627	2,258	$406	2700	large	$390
5+ BD SFR	$1,087,500	2,911	$374	3100	villas	$387
Above 3000 sf						
2500 to 3000						
2200 to 2500						
1600 to 2200						
1300 to 1600						
1000 to 1300						
Seaside						
2 BD Condominium	$552,400					
3 BD Condominium	$615,250					
1 BD SFR	$546,286					
2 BD SFR	$589,845					
3 BD SFR	$753,160					
4 BD SFR	$882,670					
5+ BD SFR	$1,049,556					

PROPERTY ADDRESS	PROPERTY UNIT NUMBER	PROPERTY CITY	PROPERTY TYPE	BEDROOMS	BLDG/LIVING AREA	LAST MARKET RECORDING DATE	LAST MARKET SALE PRICE	LOT AREA	YEAR BUILT	P/SF
3095 Marina Dr 35	35	Marina	Condominium	2	971	04/06/2022	$500,000	1002	1981	***$515***
3162 Eucalyptus St 34	34	Marina	Condominium	2	867	03/21/2022	$445,000	891	1981	***$513***
3137 Seacrest Ave 31	31	Marina	Condominium	2	1004	05/25/2022	$580,000	942	1974	***$578***
124 Cypress Grove Ct		Marina	Condominium	2	1096	04/13/2021	$535,000	519	1981	***$488***
146 Cypress Grove Ct		Marina	Condominium	2	1199	02/11/2022	$640,000	437	1981	***$534***
3157 Lynscott Dr 10	10	Marina	Condominium	2	948	08/03/2021	$450,000	619	1978	***$475***
3095 Marina Dr 39	39	Marina	Condominium	2	963	04/22/2022	$499,000	1026	1981	***$518***
3095 Marina Dr 49	49	Marina	Condominium	2	1120	08/10/2021	$470,000	1051	1981	***$420***
3160 Eucalyptus St 24	24	Marina	Condominium	2	867	11/12/2021	$465,000	889	1981	***$536***
143 Cypress Grove Ct		Marina	Condominium	2	1248	05/07/2021	$575,000	1463	1981	***$461***
3160 Eucalyptus St 26	26	Marina	Condominium	2	867	07/09/2021	$455,000	887	1981	***$525***
3095 Marina Dr 43	43	Marina	Condominium	2	1020	10/07/2021	$545,000	1098	1981	***$534***
134 Cypress Grove Ct		Marina	Condominium	2	1199	09/29/2021	$570,000	855	1981	***$475***
189 San Pablo Ct 13	13	Marina	Condominium	2	1498	11/12/2021	$474,000	1498	1982	***$316***
3095 Marina Dr 4	4	Marina	Condominium	2	1120	06/02/2021	$450,000	1049	1982	***$402***
3095 Marina Dr 17	17	Marina	Condominium	2	1120	04/19/2022	$560,000	998	1982	***$500***
3095 Marina Dr 30	30	Marina	Condominium	2	971	04/21/2022	$515,000	1012	1981	***$530***
Average Marina 2 BD Condominium					***1,063***		***$513,412***			***$483***
17818 Banks St		Marina	Condominium	3	1847	06/18/2021	$680,000	1137	2018	***$368***
3137 Seacrest Ave 8	8	Marina	Condominium	3	1264	06/02/2021	$549,000	1149	1974	***$434***
3080 Crumpton Ln 11	11	Marina	Condominium	3	1302	04/30/2021	$580,000	2203	1980	***$445***
172 Linde Cir		Marina	Condominium	3	1404	06/03/2021	$740,000	4129	1983	***$527***
3137 Seacrest Ave 1	1	Marina	Condominium	3	1264	11/08/2021	$525,000	1184	1974	***$415***
Average Marina 3 BD Condominium					***1,416***		***$614,800***			***$434***
13317 Warren Ave		Marina	Sfr	2	1575	09/23/2021	$725,000	3049	2015	***$460***
5005 Telegraph Blvd		Marina	Sfr	2	1532	07/08/2021	$740,000	2645	2015	***$483***
5005 3rd Ave		Marina	Sfr	2	1532	03/18/2021	$735,000	2629	2015	***$480***
217 Mortimer Ln S	S	Marina	Sfr	2	846	12/23/2021	$541,000	6414	1947	***$639***
225 Mortimer Ln S	S	Marina	Sfr	2	822	01/10/2022	$720,000	19981	1950	***$876***
Average Marina 2 BD SFR					***1,261***		***$692,200***			***$549***
3204 Vista Del Camino		Marina	Sfr	3	1689	11/19/2021	$700,000	8033	1959	***$414***
506 Telegraph Blvd		Marina	Sfr	3	2054	02/07/2022	$918,000	3375	2015	***$447***
3130 Lake Dr		Marina	Sfr	3	1800	07/29/2021	$790,000	4736	2005	***$439***
236 Mcculloch Cir		Marina	Sfr	3	1464	10/07/2021	$840,000	7246	1964	***$574***
2713 Bungalow Dr		Marina	Sfr	3	2075	07/30/2021	$920,000	3375	2016	***$443***
238 Michelle Ct		Marina	Sfr	3	1585	02/02/2021	$710,000	6061	1989	***$448***
2962 Garnet Way		Marina	Sfr	3	2067	06/30/2021	$1,050,000	6835	2018	***$508***
349 Everett Dr		Marina	Sfr	3	1306	08/05/2021	$780,000	7650	1964	***$597***
427 Diana Pl		Marina	Sfr	3	1032	04/15/2022	$630,000	7772	1962	***$610***
3077 Zanetta Dr		Marina	Sfr	3	1103	09/01/2021	$735,000	7404	1962	***$666***
3006 Bayer Dr		Marina	Sfr	3	1039	09/21/2021	$685,000	7390	1964	***$659***
353 Carmel Ave		Marina	Sfr	3	1082	01/11/2021	$470,000	8800	1952	***$434***
3178 Crescent Ave		Marina	Sfr	3	1710	01/20/2022	$831,000	8990	1964	***$486***
3247 De Forest Rd		Marina	Sfr	3	1403	04/18/2022	$750,000	7147	1966	***$535***

PROPERTY ADDRESS	PROPERTY UNIT NUMBER	PROPERTY CITY	PROPERTY TYPE	BEDROOMS	BLDG/LIVING AREA	LAST MARKET RECORDING DATE	LAST MARKET SALE PRICE	LOT AREA	YEAR BUILT	P/SF
3082 Zanetta Dr		Marina	Sfr	3	1542	01/22/2021	$705,000	8748	1962	***$457***
3208 Melanie Rd		Marina	Sfr	3	1260	05/05/2021	$750,000	7464	1959	***$595***
488 Alexis Ct		Marina	Sfr	3	1700	05/05/2022	$870,000	6431	1973	***$512***
479 Lewis Pl		Marina	Sfr	3	1722	03/25/2022	$853,500	6406	1971	***$496***
3092 Snell Pl		Marina	Sfr	3	1713	12/21/2021	$776,000	7585	1975	***$453***
3364 Greenbrook Pl		Marina	Sfr	3	1360	03/05/2021	$604,000	7300	1974	***$444***
3143 Rose Ln		Marina	Sfr	3	1356	02/17/2021	$589,000	8157	1952	***$434***
279 Hillcrest Ave		Marina	Sfr	3	1306	03/30/2022	$689,000	7183	1963	***$528***
472 Sunrise Pl		Marina	Sfr	3	1422	10/13/2021	$830,000	9714	1975	***$584***
3292 Steven Ct		Marina	Sfr	3	1627	02/03/2021	$685,000	6310	1971	***$421***
3194 White Cir		Marina	Sfr	3	1500	06/02/2021	$792,000	7244	1964	***$528***
3186 Tallmon St		Marina	Sfr	3	1530	11/29/2021	$764,000	8330	1966	***$499***
206 9th St		Marina	Sfr	3	1802	04/07/2021	$800,000	2369	2017	***$444***
294 Park Cir		Marina	Sfr	3	1294	06/11/2021	$650,000	7246	1963	***$502***
3123 Lynscott Dr		Marina	Sfr	3	1039	11/02/2021	$650,000	7676	1962	***$626***
502 Ridgeview Ave		Marina	Sfr	3	1292	10/25/2021	$775,000	8183	1964	***$600***
5019 Telegraph Blvd		Marina	Sfr	3	2280	04/25/2022	$1,130,000	4326	2018	***$496***
312 Carmel Ave		Marina	Sfr	3	1646	02/19/2021	$649,000	2601	2005	***$394***
3317 Abdy Way		Marina	Sfr	3	2375	12/13/2021	$820,000	8800	1989	***$345***
362 Everett Dr		Marina	Sfr	3	1711	08/12/2021	$745,000	7624	1961	***$435***
3215 Susan Ave		Marina	Sfr	3	1147	02/09/2021	$700,000	9173	1959	***$610***
296 Costa Del Mar Rd		Marina	Sfr	3	1647	02/12/2021	$776,000	6126	1990	***$471***
483 Larson Ct		Marina	Sfr	3	1574	06/08/2021	$815,000	7752	1967	***$518***
3067 Bayer Dr		Marina	Sfr	3	1699	10/22/2021	$796,000	6262	1993	***$469***
3151 Crescent Ave		Marina	Sfr	3	1556	05/11/2021	$615,000	7361	1963	***$395***
234 Mcculloch Cir		Marina	Sfr	3	1440	02/26/2021	$660,000	7200	1964	***$458***
3070 Vaughn Ave		Marina	Sfr	3	1103	01/11/2022	$765,000	7501	1961	***$694***
456 Reindollar Ave		Marina	Sfr	3	1120	08/16/2021	$755,000	7268	1963	***$674***
3008 Eddy St		Marina	Sfr	3	1073	09/22/2021	$240,000	7200	1965	***$224***
161 Dolphin Cir		Marina	Sfr	3	1174	01/14/2022	$720,000	5401	1987	***$613***
3 Carmel Cir		Marina	Sfr	3	1715	03/11/2022	$795,000	3346	2006	***$464***
3104 Bayer St		Marina	Sfr	3	1500	12/17/2021	$820,000	7321	1965	***$547***
364 Everett Dr		Marina	Sfr	3	1103	12/22/2021	$640,000	7700	1962	***$580***
496 Jean Cir		Marina	Sfr	3	1039	07/20/2021	$715,000	6460	1964	***$688***
470 Logan Way		Marina	Sfr	3	2757	05/19/2021	$1,265,000	6350	2018	***$459***
471 Albert Way		Marina	Sfr	3	1039	04/04/2022	$725,000	7507	1962	***$698***
3200 Vista Del Camino		Marina	Sfr	3	1265	04/21/2021	$615,000	7713	1957	***$486***
274 Hibbing Cir		Marina	Sfr	3	1306	01/19/2021	$607,000	7142	1963	***$465***
3020 Talcott Ave		Marina	Sfr	3	1039	03/16/2021	$320,000	7092	1962	***$308***
2607 Bluewater Ct		Marina	Sfr	3	2054	07/07/2021	$952,000	4107	2017	***$463***
3124 Lynscott Dr		Marina	Sfr	3	1032	08/26/2021	$680,000	7785	1962	***$659***
3102 Bayer St		Marina	Sfr	3	1580	09/23/2021	$742,500	7272	1965	***$470***
3060 Bostick Ave		Marina	Sfr	3	2204	02/11/2022	$930,000	8810	1994	***$422***
3187 Vista Del Camino		Marina	Sfr	3	1168	08/18/2021	$810,000	8321	1958	***$693***
3360 Drew St		Marina	Sfr	3	1275	04/23/2021	$985,000	43560	1925	***$773***
322 Hillcrest Ave		Marina	Sfr	3	1470	04/20/2021	$625,000	5853	1987	***$425***
142 Seal Ct		Marina	Sfr	3	1627	07/23/2021	$830,000	3710	1987	***$510***

PROPERTY ADDRESS	PROPERTY UNIT NUMBER	PROPERTY CITY	PROPERTY TYPE	BEDROOMS	BLDG/LIVING AREA	LAST MARKET RECORDING DATE	LAST MARKET SALE PRICE	LOT AREA	YEAR BUILT	P/SF
146 Dolphin Cir		Marina	Sfr	3	1627	02/16/2021	$757,000	3694	1987	***$465***
142 Peppertree Pl		Marina	Sfr	3	1253	03/02/2021	$691,500	8071	1972	***$552***
218 Cosky Dr		Marina	Sfr	3	1648	06/08/2021	$860,000	8975	1967	***$522***
3171 De Forest Rd		Marina	Sfr	3	1849	03/08/2022	$979,000	7169	1978	***$529***
3052 Fredrick Cir		Marina	Sfr	3	2042	04/09/2021	$615,000	13200	1967	***$301***
3224 Susan Ave		Marina	Sfr	3	1265	12/03/2021	$775,000	7745	1959	***$613***
3197 Tallmon St		Marina	Sfr	3	1900	07/09/2021	$769,000	7514	1964	***$405***
257 Cosky Dr		Marina	Sfr	3	1592	02/22/2021	$668,000	7827	1967	***$420***
3238 Vista Del Camino Cir		Marina	Sfr	3	1176	03/07/2022	$725,000	6359	1981	***$616***
3050 Eddy Cir		Marina	Sfr	3	1485	11/30/2021	$770,000	7477	1964	***$519***
489 Forest Cir		Marina	Sfr	3	1640	04/28/2021	$660,000	7971	1966	***$402***
2712 Sea Glass Ave		Marina	Sfr	3	2126	06/14/2021	$1,025,000	4653	2017	***$482***
2966 Bluffs Dr		Marina	Sfr	3	1857	10/08/2021	$999,000	5379	2018	***$538***
2725 Sea Glass Ave		Marina	Sfr	3	2280	01/14/2022	$1,005,000	3600	2017	***$441***
231 Cosky Dr		Marina	Sfr	3	1712	09/24/2021	$729,000	7896	1967	***$426***
3024 Bayer Dr		Marina	Sfr	3	1304	02/16/2021	$685,000	7200	1964	***$525***
3194 Crescent Ave		Marina	Sfr	3	1500	04/28/2021	$720,000	7832	1964	***$480***
3198 Vista Del Camino		Marina	Sfr	3	1106	07/28/2021	$800,000	8000	1959	***$723***
335 Quebrada Del Mar Rd		Marina	Sfr	3	1799	04/29/2021	$828,000	7384	1989	***$460***
271 Hillcrest Ave		Marina	Sfr	3	1306	04/04/2022	$820,000	7124	1963	***$628***
2721 Sea Glass Ave		Marina	Sfr	3	2118	01/14/2022	$1,075,000	3600	2017	***$508***
249 Hillcrest Ave		Marina	Sfr	3	1306	04/22/2022	$750,000	7260	1963	***$574***
2992 Abrams Dr		Marina	Sfr	3	2356	10/05/2021	$1,310,000	5963	2018	***$556***
236 Michelle Ct		Marina	Sfr	3	1369	08/26/2021	$805,000	6094	1989	***$588***
3005 Canvas Way		Marina	Sfr	3	1988	01/07/2022	$990,000	3719	2015	***$498***
324 Quebrada Del Mar Rd		Marina	Sfr	3	1668	06/16/2021	$740,000	7554	1990	***$444***
610 Bluffs Dr		Marina	Sfr	3	2757	03/10/2021	$1,041,500	6175	0	***$378***
259 9th St		Marina	Sfr	3	1802	10/06/2021	$828,000	2442	2016	***$459***
143 Silverwood Pl		Marina	Sfr	3	1448	03/22/2021	$760,000	7747	1973	***$525***
2715 Bungalow Dr		Marina	Sfr	3	2003	02/26/2021	$875,000	3375	2016	***$437***
3000 Bayer Dr		Marina	Sfr	3	1445	04/28/2022	$927,000	6732	1988	***$642***
216 Cosky Dr		Marina	Sfr	3	1520	01/12/2022	$545,500	7764	1967	***$359***
2001 Boardwalk Ave		Marina	Sfr	3	1802	07/02/2021	$861,000	2431	2015	***$478***
3009 Vera Ln		Marina	Sfr	3	1658	04/02/2021	$599,000	7828	1978	***$361***
1 Elizabeth Ln		Marina	Sfr	3	1621	07/07/2021	$780,500	2643	2007	***$481***
3010 Bayer Dr		Marina	Sfr	3	1120	10/15/2021	$770,000	7200	1964	***$688***
248 Bennett Ct		Marina	Sfr	3	1306	02/25/2022	$481,500	7837	1963	***$369***
2968 Garnet Way		Marina	Sfr	3	2067	09/13/2021	$1,170,000	5467	2017	***$566***
3005 Bayer Dr		Marina	Sfr	3	1471	01/27/2021	$655,000	7305	1964	***$445***
3074 Vaughn Ave		Marina	Sfr	3	1103	08/05/2021	$580,000	7248	1962	***$526***
2751 Moonshell Ln		Marina	Sfr	3	2280	05/03/2021	$995,000	3996	2018	***$436***
490 Forest Cir		Marina	Sfr	3	1640	02/28/2022	$875,000	8202	1966	***$534***
3086 Redwood Dr		Marina	Sfr	3	1500	03/18/2021	$675,000	6142	1972	***$450***
3059 Mildred Ct		Marina	Sfr	3	1536	08/31/2021	$865,000	7704	1967	***$563***
3015 Liberty Ct		Marina	Sfr	3	1051	03/22/2021	$665,000	7489	1966	***$633***
324 Parson Cir		Marina	Sfr	3	1367	03/05/2021	$740,000	11832	1970	***$541***
3239 Crescent Ave		Marina	Sfr	3	2129	02/24/2022	$940,000	6855	1990	***$442***

PROPERTY ADDRESS	PROPERTY UNIT NUMBER	PROPERTY CITY	PROPERTY TYPE	BEDROOMS	BLDG/LIVING AREA	LAST MARKET RECORDING DATE	LAST MARKET SALE PRICE	LOT AREA	YEAR BUILT	P/SF
163 Ora Ct		Marina	Sfr	3	1552	01/22/2021	$650,000	6321	1972	***$419***
297 Whitney Pl		Marina	Sfr	3	1500	11/16/2021	$675,000	5000	1964	***$450***
3196 Martin Cir		Marina	Sfr	3	1175	02/16/2021	$690,000	8150	1962	***$587***
3192 Tallmon St		Marina	Sfr	3	1546	12/01/2021	$850,000	7099	1964	***$550***
Average Marina 3 BD SFR					***1,565***		***$775,701***			***$496***
2965 Garnet Way		Marina	Sfr	4	3374	06/24/2021	$2,272,000	12485	0	***$673***
481 Lewis Pl		Marina	Sfr	4	2061	08/27/2021	$845,000	6888	1971	***$410***
3003 Vera Ln		Marina	Sfr	4	1802	03/28/2022	$800,000	8138	1978	***$444***
3126 Ocean Ter		Marina	Sfr	4	2360	02/24/2021	$810,000	5812	2003	***$343***
412 Tamara Ct		Marina	Sfr	4	1887	03/30/2021	$695,000	5901	1973	***$368***
475 Carmel Ave		Marina	Sfr	4	1759	04/28/2022	$869,000	7657	1962	***$494***
478 Palisade Dr		Marina	Sfr	4	1948	06/01/2021	$935,000	3286	2017	***$480***
18106 Porter St		Marina	Sfr	4	3142	04/18/2022	$1,200,000	4792	2017	***$382***
3029 Max Cir		Marina	Sfr	4	1868	06/16/2021	$600,000	7510	1966	***$321***
3202 Crescent Ave		Marina	Sfr	4	1546	04/02/2021	$639,000	7291	1971	***$413***
160 Hilo Ave		Marina	Sfr	4	1966	05/06/2022	$870,000	8589	1972	***$443***
176 Paddon Pl		Marina	Sfr	4	2358	05/20/2021	$850,000	6070	2002	***$360***
479 Logan Way		Marina	Sfr	4	2726	09/15/2021	$1,200,000	6082	2017	***$440***
3049 Sunrise Cir		Marina	Sfr	4	1667	05/06/2022	$845,000	7813	1965	***$507***
3173 Shuler Cir		Marina	Sfr	4	1667	03/29/2022	$899,000	7475	1963	***$539***
610 Braden Way		Marina	Sfr	4	3074	05/25/2022	$1,595,000	6175	2019	***$519***
3350 Abdy Way		Marina	Sfr	4	1790	07/02/2021	$280,000	6332	1995	***$156***
3135 Messinger Dr		Marina	Sfr	4	1922	11/10/2021	$776,000	6400	1975	***$404***
3350 Cardoza Ave		Marina	Sfr	4	1974	12/17/2021	$950,000	7382	1994	***$481***
607 Bluffs Dr		Marina	Sfr	4	2973	03/17/2021	$1,043,000	6175	0	***$351***
3146 Lake Dr		Marina	Sfr	4	1911	03/12/2021	$799,000	7000	2001	***$418***
157 Aaron Way		Marina	Sfr	4	1974	06/08/2021	$902,000	6632	1995	***$457***
3028 Max Cir		Marina	Sfr	4	1620	07/13/2021	$685,000	7061	1966	***$423***
3025 Eddy St		Marina	Sfr	4	1429	01/31/2022	$799,000	7144	1965	***$559***
141 Peppertree Pl		Marina	Sfr	4	1487	03/25/2022	$860,000	8079	1972	***$578***
3106 Bradley Cir		Marina	Sfr	4	2006	09/01/2021	$845,000	7808	1969	***$421***
3114 Bradley Cir		Marina	Sfr	4	2653	06/02/2021	$449,500	7975	1969	***$169***
15169 Breckinridge Ave		Marina	Sfr	4	1866	03/04/2021	$736,000	2880	2016	***$394***
193 Paddon Pl		Marina	Sfr	4	1843	01/24/2022	$875,000	3516	2007	***$475***
425 Windsor Ct		Marina	Sfr	4	2016	07/13/2021	$826,000	5846	1973	***$410***
315 Quebrada Del Mar Rd		Marina	Sfr	4	2095	05/26/2021	$860,000	8296	1989	***$411***
491 Palisade Dr		Marina	Sfr	4	6148	06/10/2021	$1,325,000	7303	2017	***$216***
2969 Rainer Way		Marina	Sfr	4	3266	05/27/2021	$1,119,000	11301	0	***$343***
604 Bluffs Dr		Marina	Sfr	4	2973	03/03/2021	$1,036,500	6175	0	***$349***
330 Morse Ct		Marina	Sfr	4	1724	12/10/2021	$900,000	5672	1990	***$522***
2966 Hayden Way		Marina	Sfr	4	2973	05/28/2021	$1,053,500	6019	0	***$354***
2970 Hayden Way		Marina	Sfr	4	2973	05/28/2021	$1,065,500	6019	0	***$358***
3269 Marina Dr		Marina	Sfr	4	2915	05/28/2021	$945,000	6185	1997	***$324***
151 Lakewood Dr		Marina	Sfr	4	1699	03/18/2021	$755,000	10608	1976	***$444***
3204 De Forest Rd		Marina	Sfr	4	1666	12/03/2021	$845,000	4356	1967	***$507***
476 Hood Way		Marina	Sfr	4	2726	09/03/2021	$1,300,000	5016	0	***$477***

PROPERTY ADDRESS	PROPERTY UNIT NUMBER	PROPERTY CITY	PROPERTY TYPE	BEDROOMS	BLDG/LIVING AREA	LAST MARKET RECORDING DATE	LAST MARKET SALE PRICE	LOT AREA	YEAR BUILT	P/SF
2999 Abrams Dr		Marina	Sfr	4	1902	06/10/2021	$900,000	3145	2018	***$473***
488 Ferris Ave		Marina	Sfr	4	3055	12/10/2021	$988,000	7705	1964	***$323***
248 Boardwalk Ave		Marina	Sfr	4	1895	04/28/2021	$805,000	3726	2016	***$425***
2972 Garnet Way		Marina	Sfr	4	2726	06/25/2021	$1,240,000	5778	2017	***$455***
249 Bennett Ct		Marina	Sfr	4	1340	05/14/2021	$730,000	9915	1963	***$545***
328 Lievry Way		Marina	Sfr	4	1458	01/28/2022	$849,000	7886	1970	***$582***
3260 Marina Dr		Marina	Sfr	4	2915	01/12/2022	$950,000	7569	1997	***$326***
13434 Warren Ave		Marina	Sfr	4	2429	03/04/2021	$860,000	3920	2014	***$354***
3022 Independence Ave		Marina	Sfr	4	1976	07/09/2021	$712,000	7958	1966	***$360***
3197 White Cir		Marina	Sfr	4	1636	08/18/2021	$760,000	7209	1965	***$465***
Average Marina 4 BD SFR					***2,258***		***$916,627***			***$406***
2705 3rd Ave		Marina	Sfr	5	4442	03/16/2021	$1,250,000	5555	0	***$281***
589 Rosa Monte Way		Marina	Sfr	5	1902	08/20/2021	$935,000	2653	2018	***$492***
401 Reindollar Ave		Marina	Sfr	5	1696	02/28/2022	$865,000	7200	1967	***$510***
596 Braden Way		Marina	Sfr	7	3603	05/14/2021	$1,300,000	6370	2018	***$361***
Average Marina 5+ BD SFR					***2,911***		***$1,087,500***			***$374***
2975 Garnet Way		Marina	Sfr			05/21/2021	$1,807,500	15532		
2999 Bluffs Dr		Marina	Sfr			10/07/2021	$1,784,000	14182		
3009 Bluffs Dr		Marina	Sfr			11/22/2021	$1,566,500	12189		
3003 Bluffs Dr		Marina	Sfr			03/23/2022	$1,522,500	11331		
2981 Garnet Way		Marina	Sfr			07/30/2021	$1,902,000	15083		
3007 Bluffs Dr		Marina	Sfr			11/23/2021	$1,814,500	11592		
3005 Bluffs Dr		Marina	Sfr			12/17/2021	$1,545,000	11477		
967 Hilby Ave D	D	Seaside	Condominium	2	1035	02/17/2021	$475,000	6304	1975	***$459***
984 Sonoma Ave		Seaside	Condominium	2	1212	06/04/2021	$570,000	589	1981	***$470***
1023 Highlander Dr		Seaside	Condominium	2	980	07/08/2021	$605,000	2191	1988	***$617***
973 Hilby Ave B	B	Seaside	Condominium	2	1035	07/16/2021	$502,000	1040	1975	***$485***
1087 Highlander Dr		Seaside	Condominium	2	980	10/15/2021	$610,000	2229	1987	***$622***
Average Seaside 2 BD Condominium					***1,048***		***$552,400***			***$527***
1020 Highlander Dr		Seaside	Condominium	3	1312	01/19/2022	$754,000	1696	1988	***$575***
1088 Highlander Dr		Seaside	Condominium	3	1382	05/26/2021	$605,000	1641	1987	***$438***
1081 Highlander Dr		Seaside	Condominium	3	1312	12/15/2021	$680,000	1646	1987	***$518***
1010 Olympic Ln		Seaside	Condominium	3	1462	03/15/2022	$750,000	2240	1987	***$513***
1217 Wanda Ave 20	20	Seaside	Condominium	3	1300	07/09/2021	$575,000	968	1976	***$442***
1194 Trinity Ave		Seaside	Condominium	3	1200	10/27/2021	$499,500	874	1975	***$416***
1198 Trinity Ave		Seaside	Condominium	3	1200	04/16/2021	$535,000	644	1975	***$446***
1196 Trinity Ave 5	5	Seaside	Condominium	3	1200	12/30/2021	$545,000	998	1975	***$454***
1222 Trinity Ave 13	13	Seaside	Condominium	3	1200	03/04/2022	$560,000	1032	1976	***$467***
1091 Highlander Dr		Seaside	Condominium	3	1312	03/09/2021	$649,000	1772	1987	***$495***
Average Seaside 3 BD Condominium					***1,288***		***$615,250***			***$478***
1702 Goodwin St		Seaside	Sfr	1	705	01/08/2021	$485,000	1875	1979	***$688***
1275 Vallejo St		Seaside	Sfr	1	917	02/18/2022	$790,000	3650	1953	***$862***

PROPERTY ADDRESS	PROPERTY UNIT NUMBER	PROPERTY CITY	PROPERTY TYPE	BEDROOMS	BLDG/LIVING AREA	LAST MARKET RECORDING DATE	LAST MARKET SALE PRICE	LOT AREA	YEAR BUILT	P/SF
1727 Lowell St		Seaside	Sfr	1	440	05/14/2021	$465,000	3485	1950	***$1,057***
625 Harcourt Ave		Seaside	Sfr	1	760	04/06/2022	$760,000	2614	1949	***$1,000***
1436 Luxton St		Seaside	Sfr	1	403	01/10/2022	$489,000	1875	1943	***$1,213***
1268 Prospect St		Seaside	Sfr	1	1080	10/28/2021	$325,000	2325	1942	***$301***
1697 San Lucas St		Seaside	Sfr	1	432	04/15/2022	$510,000	1500	1940	***$1,181***
Average Seaside 1 BD SFR					***677***		***$546,286***			***$807***
610 Francis Ave		Seaside	Sfr	2	960	11/08/2021	$630,000	3920	1936	***$656***
649 Lopez Ave		Seaside	Sfr	2	780	02/26/2021	$603,000	4356	1950	***$773***
1564 Judson St		Seaside	Sfr	2	695	05/02/2022	$550,000	3485	1941	***$791***
1524 Soto St		Seaside	Sfr	2	768	05/11/2022	$665,000	3750	1956	***$866***
1257 Judson St		Seaside	Sfr	2	896	02/03/2022	$725,000	5227	1954	***$809***
1715 Flores St		Seaside	Sfr	2	840	12/29/2021	$655,000	3750	1956	***$780***
1817 Luzern St		Seaside	Sfr	2	897	05/20/2022	$642,000	3700	1971	***$716***
1741 Soto St		Seaside	Sfr	2	1001	12/14/2021	$718,000	3485	1972	***$717***
780 Sonoma Ave		Seaside	Sfr	2	660	09/10/2021	$575,500	3920	1935	***$872***
1265 Flores St		Seaside	Sfr	2	818	10/26/2021	$610,000	3000	1956	***$746***
1512 Wanda Ave		Seaside	Sfr	2	761	12/06/2021	$725,000	3485	1954	***$953***
1546 Military Ave		Seaside	Sfr	2	813	02/26/2021	$542,000	8712	1950	***$667***
1280 Canyon Del Rey Blvd		Seaside	Sfr	2	797	05/18/2022	$295,000	4792	1954	***$370***
616 Lopez Ave		Seaside	Sfr	2	793	01/21/2021	$350,000	4356	1951	***$441***
1889 Luzern St		Seaside	Sfr	2	872	10/26/2021	$580,000	3650	1952	***$665***
1832 Baker St		Seaside	Sfr	2	674	12/10/2021	$575,000	4792	1952	***$853***
1209 Darwin St		Seaside	Sfr	2	1098	11/18/2021	$699,000	3650	1958	***$637***
1028 Trinity Ave		Seaside	Sfr	2	780	03/11/2022	$649,000	6600	1943	***$832***
1269 Harding St		Seaside	Sfr	2	768	10/25/2021	$670,000	5227	1948	***$872***
1251 Olympia Ave		Seaside	Sfr	2	990	03/30/2022	$505,000	3800	1946	***$510***
1466 Darwin St		Seaside	Sfr	2	784	11/15/2021	$635,000	3485	1957	***$810***
1193 Phoenix Ave		Seaside	Sfr	2	672	01/15/2021	$535,000	6226	1948	***$796***
1730 Soto St		Seaside	Sfr	2	1099	04/11/2022	$760,000	3700	1957	***$692***
617 Lopez Ave		Seaside	Sfr	2	780	12/23/2021	$643,000	4356	1948	***$824***
1576 Kenneth St		Seaside	Sfr	2	605	12/15/2021	$365,000	3800	1941	***$603***
1500 San Pablo Ave		Seaside	Sfr	2	867	09/14/2021	$585,000	2737	1953	***$675***
1293 Olympia Ave		Seaside	Sfr	2	857	04/08/2022	$656,000	3750	1947	***$765***
1421 Hilby Ave		Seaside	Sfr	2	818	01/22/2021	$585,000	3920	1940	***$715***
1405 Military Ave		Seaside	Sfr	2	712	04/12/2021	$500,000	6970	1948	***$702***
1048 Elm Ave		Seaside	Sfr	2	915	06/22/2021	$525,000	5800	1949	***$574***
1604 Waring St		Seaside	Sfr	2	980	10/27/2021	$652,000	3485	1973	***$665***
395 Sonoma Ave		Seaside	Sfr	2	920	03/18/2022	$510,000	4800	1946	***$554***
1513 Luxton St		Seaside	Sfr	2	624	11/18/2021	$600,000	2800	1952	***$962***
355 Amador Ave		Seaside	Sfr	2	926	05/05/2021	$600,000	4000	1950	***$648***
1524 Kenneth St		Seaside	Sfr	2	1108	08/06/2021	$650,000	1875	1992	***$587***
1165 Elm Ave		Seaside	Sfr	2	761	12/30/2021	$670,000	6250	1963	***$880***
1236 Judson St		Seaside	Sfr	2	676	10/13/2021	$605,000	3750	1948	***$895***
1867 Highland St		Seaside	Sfr	2	884	10/26/2021	$595,000	3750	1972	***$673***
1373 Elm Ave		Seaside	Sfr	2	678	04/20/2021	$550,000	2343	1952	***$811***
610 Hilby Ave		Seaside	Sfr	2	1262	10/14/2021	$550,000	3920	1950	***$436***

PROPERTY ADDRESS	PROPERTY UNIT NUMBER	PROPERTY CITY	PROPERTY TYPE	BEDROOMS	BLDG/LIVING AREA	LAST MARKET RECORDING DATE	LAST MARKET SALE PRICE	LOT AREA	YEAR BUILT	P/SF
1272 Prospect St		Seaside	Sfr	2	948	07/12/2021	$700,000	4383	1952	***$738***
1485 Mira Monte Ave		Seaside	Sfr	2	858	12/29/2021	$450,000	9148	1949	***$524***
1713 Laguna St		Seaside	Sfr	2	1065	08/17/2021	$600,000	3485	1948	***$563***
1260 Canyon Del Rey Blvd		Seaside	Sfr	2	797	09/24/2021	$550,000	4792	1954	***$690***
1411 Kimball Ave		Seaside	Sfr	2	986	10/25/2021	$735,000	174240	1955	***$745***
1319 Judson St		Seaside	Sfr	2	864	05/12/2021	$635,000	3485	1945	***$735***
1738 Goodwin St		Seaside	Sfr	2	1113	07/23/2021	$700,000	3750	1952	***$629***
1200 San Pablo Ave		Seaside	Sfr	2	829	05/10/2021	$625,000	14500	1948	***$754***
1460 Luxton St		Seaside	Sfr	2	871	09/17/2021	$575,000	3750	1944	***$660***
1675 Kenneth St		Seaside	Sfr	2	836	02/02/2021	$590,000	3700	1952	***$706***
1249 Elm Ave		Seaside	Sfr	2	616	03/11/2022	$350,000	4953	1943	***$568***
1357 Military Ave		Seaside	Sfr	2	682	12/22/2021	$207,500	6970	1948	***$304***
1391 Alhambra St		Seaside	Sfr	2	616	05/04/2021	$542,000	4600	1946	***$880***
1364 Metz Ave		Seaside	Sfr	2	917	02/01/2022	$662,000	6534	1950	***$722***
1766 Judson St		Seaside	Sfr	2	1060	10/22/2021	$615,000	3650	1991	***$580***
1516 Military Ave		Seaside	Sfr	2	829	05/03/2022	$725,000	8712	1950	***$875***
510 Francis Ave		Seaside	Sfr	2	867	07/15/2021	$615,000	3920	1952	***$709***
1447 San Pablo Ave		Seaside	Sfr	2	884	05/20/2022	$600,000	3800	1971	***$679***
Average Seaside 2 BD SFR					***849***		***$589,845***			***$695***
2040 Lassen St		Seaside	Sfr	3	1128	04/15/2021	$685,000	7405	1956	***$607***
2060 Rainier Ct		Seaside	Sfr	3	1472	08/18/2021	$910,000	12197	1956	***$618***
5035 Beach Wood Dr		Seaside	Sfr	3	2115	07/30/2021	$930,000	6534	2004	***$440***
1232 Noche Buena St		Seaside	Sfr	3	1607	03/23/2022	$825,000	2813	2007	***$513***
1791 Saint Helena St		Seaside	Sfr	3	1512	03/17/2021	$790,000	5500	1975	***$522***
1773 Lowell St		Seaside	Sfr	3	1090	04/08/2021	$651,000	5500	1960	***$597***
5090 Peninsula Point Dr		Seaside	Sfr	3	3205	01/21/2021	$929,000	6534	2003	***$290***
4652 Sea Breeze Ct		Seaside	Sfr	3	1720	12/21/2021	$1,150,000	6650	2004	***$669***
597 Lopez Ave		Seaside	Sfr	3	1692	08/20/2021	$885,000	4005	2004	***$523***
2030 Lassen St		Seaside	Sfr	3	1316	01/19/2022	$815,000	6970	1956	***$619***
5025 Beach Wood Dr		Seaside	Sfr	3	3205	02/16/2021	$1,058,000	6534	2004	***$330***
1265 Vallejo St		Seaside	Sfr	3	2124	08/30/2021	$893,500	4500	1965	***$421***
1791 Juarez St		Seaside	Sfr	3	1533	04/05/2021	$731,500	6970	1961	***$477***
1776 Havana St		Seaside	Sfr	3	945	05/11/2021	$705,000	5227	1968	***$746***
2060 Buchanan St		Seaside	Sfr	3	1022	05/23/2022	$805,500	5663	1955	***$788***
1631 Soto St		Seaside	Sfr	3	964	11/08/2021	$669,000	3485	1959	***$694***
1663 Mescal St		Seaside	Sfr	3	1985	02/03/2021	$758,000	8500	1972	***$382***
1889 Highland St		Seaside	Sfr	3	982	09/02/2021	$710,000	3750	1956	***$723***
1637 Mendocino St		Seaside	Sfr	3	1483	07/30/2021	$600,000	5800	1973	***$405***
535 Francis Ave		Seaside	Sfr	3	1612	02/24/2021	$795,000	4400	0	***$493***
515 Francis Ave		Seaside	Sfr	3	1798	08/06/2021	$875,000	8800	1941	***$487***
1829 Mendocino St		Seaside	Sfr	3	972	04/25/2022	$787,500	3650	1958	***$810***
1950 Lincoln St		Seaside	Sfr	3	1104	01/05/2022	$768,000	6970	1956	***$696***
1524 Harding St		Seaside	Sfr	3	1027	03/23/2022	$605,000	3485	1956	***$589***
1945 Mariposa St		Seaside	Sfr	3	1445	05/25/2022	$840,000	6970	1954	***$581***
1241 Harding St		Seaside	Sfr	3	1030	12/10/2021	$610,000	3485	1958	***$592***
1655 Kimball Ave		Seaside	Sfr	3	1673	05/24/2021	$775,500	6600	1974	***$464***

PROPERTY ADDRESS	PROPERTY UNIT NUMBER	PROPERTY CITY	PROPERTY TYPE	BEDROOMS	BLDG/LIVING AREA	LAST MARKET RECORDING DATE	LAST MARKET SALE PRICE	LOT AREA	YEAR BUILT	P/SF
1613 Marietta St		Seaside	Sfr	3	1916	03/12/2021	$835,000	7600	1972	***$436***
1881 Noche Buena St		Seaside	Sfr	3	1064	09/03/2021	$670,000	3920	1950	***$630***
1513 Flores St		Seaside	Sfr	3	1201	10/06/2021	$845,000	3485	1956	***$704***
1777 Luzern St		Seaside	Sfr	3	1020	05/25/2021	$600,000	3650	1958	***$588***
1860 Laguna St		Seaside	Sfr	3	980	02/15/2022	$670,000	3756	1958	***$684***
1767 Hilton St		Seaside	Sfr	3	1141	03/05/2021	$460,000	3800	1959	***$403***
1659 Luzern St		Seaside	Sfr	3	1040	04/19/2022	$655,000	3700	1960	***$630***
1137 Suzanne Ct		Seaside	Sfr	3	1214	10/15/2021	$725,000	6059	1958	***$597***
1642 Goodwin St		Seaside	Sfr	3	1930	12/09/2021	$744,500	3750	1953	***$386***
1148 Shafer St		Seaside	Sfr	3	1254	04/26/2022	$847,000	6970	1956	***$675***
1608 Luzern St		Seaside	Sfr	3	1170	02/01/2022	$625,000	5500	1971	***$534***
4526 Seascape Ct		Seaside	Sfr	3	1720	06/04/2021	$890,000	6435	2005	***$517***
1590 Broadway Ave		Seaside	Sfr	3	1422	11/24/2021	$785,000	6500	1966	***$552***
1623 Mescal St		Seaside	Sfr	3	1904	03/10/2022	$855,000	8100	1974	***$449***
1515 Ancon St		Seaside	Sfr	3	1373	04/29/2022	$951,000	6000	1972	***$693***
1892 Lincoln St		Seaside	Sfr	3	1030	04/12/2022	$715,000	4626	1958	***$694***
700 Amador Ave		Seaside	Sfr	3	1064	03/30/2021	$539,000	3920	1946	***$507***
1166 Rousch Ave		Seaside	Sfr	3	1161	12/14/2021	$817,000	6516	1958	***$704***
1291 Kimball Ave		Seaside	Sfr	3	1765	05/26/2021	$774,000	11170	1929	***$439***
1800 Luzern St		Seaside	Sfr	3	1040	10/05/2021	$655,000	3650	1960	***$630***
1669 Soto St		Seaside	Sfr	3	1020	11/09/2021	$625,000	3650	1958	***$613***
1835 Ord Grove Ave		Seaside	Sfr	3	1124	02/11/2021	$715,000	7405	1956	***$636***
505 Elm Ave		Seaside	Sfr	3	1155	03/28/2022	$730,000	3920	2010	***$632***
1945 Lincoln St		Seaside	Sfr	3	1162	08/04/2021	$760,000	6534	1956	***$654***
1349 Luzern St		Seaside	Sfr	3	972	03/09/2022	$601,000	3650	1958	***$618***
4480 Peninsula Point Dr		Seaside	Sfr	3	2465	02/26/2021	$940,000	5585	2005	***$381***
1860 Lowell St		Seaside	Sfr	3	1040	06/25/2021	$685,000	3700	1956	***$659***
1694 Kenneth St		Seaside	Sfr	3	1056	07/15/2021	$600,000	3700	1960	***$568***
1426 Kenneth St		Seaside	Sfr	3	1019	09/02/2021	$645,000	4700	1948	***$633***
1337 Soto St		Seaside	Sfr	3	985	05/20/2021	$665,000	3650	1958	***$675***
1672 Laguna St		Seaside	Sfr	3	1344	05/20/2022	$750,000	5625	1948	***$558***
1260 Waring St		Seaside	Sfr	3	1198	02/17/2021	$675,000	3650	1954	***$563***
4705 Peninsula Point Dr		Seaside	Sfr	3	2337	05/03/2021	$920,000	6122	2004	***$394***
1372 Vallejo St		Seaside	Sfr	3	1602	06/18/2021	$621,000	5227	1945	***$388***
4657 Sea Breeze Ct		Seaside	Sfr	3	2337	04/26/2022	$1,242,500	5330	2004	***$532***
1325 Soto St		Seaside	Sfr	3	1562	01/26/2022	$650,000	5227	1960	***$416***
1721 Lowell St		Seaside	Sfr	3	1716	07/21/2021	$563,500	4100	1954	***$328***
1660 Sierra Ave		Seaside	Sfr	3	2476	07/16/2021	$1,032,000	6698	1974	***$417***
3 Velerton Ct		Seaside	Sfr	3	1418	01/13/2022	$800,000	7000	1972	***$564***
1849 Luzern St		Seaside	Sfr	3	1452	03/22/2022	$750,000	3650	1953	***$517***
620 Harcourt Ave		Seaside	Sfr	3	1140	12/03/2021	$850,000	3920	1959	***$746***
1175 Santa Ana St		Seaside	Sfr	3	1161	02/01/2021	$735,000	6700	1958	***$633***
1761 Noche Buena St		Seaside	Sfr	3	1099	04/13/2021	$615,000	3485	1930	***$560***
1965 Lincoln St		Seaside	Sfr	3	1077	04/15/2022	$958,000	6534	1956	***$890***
1349 Vallejo St		Seaside	Sfr	3	1120	04/05/2022	$825,000	3485	1963	***$737***
1931 Yosemite St		Seaside	Sfr	3	1620	04/02/2021	$1,088,000	6970	1954	***$672***
1443 Luzern St		Seaside	Sfr	3	1115	01/26/2021	$619,000	3485	1958	***$555***

PROPERTY ADDRESS	PROPERTY UNIT NUMBER	PROPERTY CITY	PROPERTY TYPE	BEDROOMS	BLDG/LIVING AREA	LAST MARKET RECORDING DATE	LAST MARKET SALE PRICE	LOT AREA	YEAR BUILT	P/SF
28 Yerba Buena Ct		Seaside	Sfr	3	1878	05/23/2022	$1,000,000	6600	1972	***$532***
1588 Luzern St		Seaside	Sfr	3	1080	04/01/2022	$525,000	5227	1959	***$486***
1148 Isabelle Ct		Seaside	Sfr	3	1604	12/21/2021	$812,500	5815	1960	***$507***
1448 La Salle Ave		Seaside	Sfr	3	1092	01/03/2022	$645,500	5600	1955	***$591***
1535 Mescal St		Seaside	Sfr	3	1571	12/28/2021	$875,000	7800	1971	***$557***
1577 Harding St		Seaside	Sfr	3	1033	07/06/2021	$685,000	3650	1962	***$663***
1024 Highland St		Seaside	Sfr	3	1616	02/14/2022	$900,000	11911	1958	***$557***
1832 Luxton St		Seaside	Sfr	3	936	04/02/2021	$615,000	3650	1954	***$657***
1300 Luxton St		Seaside	Sfr	3	1008	02/09/2021	$499,000	3485	1930	***$495***
1460 Noche Buena St		Seaside	Sfr	3	1058	05/11/2022	$715,000	3750	1952	***$676***
2015 Paralta Ave		Seaside	Sfr	3	1147	10/29/2021	$819,000	5663	1960	***$714***
1231 Rousch Ave		Seaside	Sfr	3	1168	03/14/2022	$725,000	7224	1959	***$621***
1643 Sierra Ave		Seaside	Sfr	3	1623	06/18/2021	$826,000	6327	1975	***$509***
1877 Soto St		Seaside	Sfr	3	967	11/30/2021	$580,000	3700	1956	***$600***
1454 Plumas Ln		Seaside	Sfr	3	2312	05/23/2022	$1,040,000	21780	1941	***$450***
1594 Soto St		Seaside	Sfr	3	1387	03/09/2022	$745,000	6300	1967	***$537***
4647 Sea Breeze Ct		Seaside	Sfr	3	2465	04/06/2022	$1,352,000	5139	2004	***$548***
4520 Peninsula Point Dr		Seaside	Sfr	3	2465	06/24/2021	$950,000	4903	2004	***$385***
4620 Peninsula Point Dr		Seaside	Sfr	3	2337	03/18/2021	$864,000	6884	2004	***$370***
1844 Luxton St		Seaside	Sfr	3	988	08/24/2021	$603,000	3650	1957	***$610***
1648 Kimball Ave		Seaside	Sfr	3	1030	04/26/2022	$740,000	6108	1958	***$718***
1845 Highland St		Seaside	Sfr	3	1135	12/17/2021	$500,000	9300	1954	***$441***
18 Yerba Buena Ct		Seaside	Sfr	3	1954	08/11/2021	$810,000	7000	1969	***$415***
1740 Judson St		Seaside	Sfr	3	914	05/05/2022	$705,000	3700	1955	***$771***
1237 Flores St		Seaside	Sfr	3	900	08/20/2021	$686,500	7405	1947	***$763***
1051 Waring St		Seaside	Sfr	3	1053	11/19/2021	$905,000	6343	1956	***$859***
1121 Madera Ct		Seaside	Sfr	3	1524	12/02/2021	$550,000	7314	1971	***$361***
1124 Noche Buena St		Seaside	Sfr	3	1008	05/16/2022	$755,000	6900	1954	***$749***
1270 Military Ave		Seaside	Sfr	3	1826	03/29/2022	$820,000	6098	1950	***$449***
2045 Military Ave		Seaside	Sfr	3	1147	11/12/2021	$839,000	5663	1960	***$731***
1740 Napa St		Seaside	Sfr	3	1030	02/09/2022	$830,000	4356	1959	***$806***
1125 Trinity Ave		Seaside	Sfr	3	1092	03/25/2022	$750,000	5000	1950	***$687***
1155 Plumas Ave		Seaside	Sfr	3	1248	02/10/2022	$855,000	6000	1961	***$685***
1075 Tweed St		Seaside	Sfr	3	1200	01/31/2022	$880,000	6000	1959	***$733***
1765 Darwin St		Seaside	Sfr	3	1132	05/23/2022	$885,000	5227	1961	***$782***
1625 Waring St		Seaside	Sfr	3	1035	05/18/2021	$700,000	3700	1955	***$676***
1253 Soto St		Seaside	Sfr	3	880	02/09/2022	$835,000	3600	1957	***$949***
1425 Luxton St		Seaside	Sfr	3	1056	02/08/2022	$710,000	3485	1962	***$672***
928 Trinity Ave		Seaside	Sfr	3	1592	08/13/2021	$790,000	5000	2004	***$496***
1540 Mescal St		Seaside	Sfr	3	1642	04/09/2021	$670,000	8750	1973	***$408***
1623 Darwin St		Seaside	Sfr	3	1158	08/10/2021	$670,000	5300	1970	***$579***
1324 Waring St		Seaside	Sfr	3	1400	10/28/2021	$732,000	3485	1963	***$523***
1188 Hilby Ave		Seaside	Sfr	3	1606	03/08/2021	$546,500	28746	1960	***$340***
1717 Kenneth St		Seaside	Sfr	3	864	07/19/2021	$500,000	5484	1957	***$579***
1187 Barbara Ct		Seaside	Sfr	3	1383	05/16/2022	$805,000	6045	1975	***$582***
1771 Luzern St		Seaside	Sfr	3	1039	06/17/2021	$625,000	3650	1958	***$602***
1809 Laguna St		Seaside	Sfr	3	1322	12/17/2021	$565,000	3800	1948	***$427***

PROPERTY ADDRESS	PROPERTY UNIT NUMBER	PROPERTY CITY	PROPERTY TYPE	BEDROOMS	BLDG/LIVING AREA	LAST MARKET RECORDING DATE	LAST MARKET SALE PRICE	LOT AREA	YEAR BUILT	P/SF
1061 Wanda Ave		Seaside	Sfr	3	1256	09/07/2021	$670,000	8361	1951	***$533***
1359 Sonoma Ave		Seaside	Sfr	3	1045	09/01/2021	$645,000	3920	1963	***$617***
1795 Ord Grove Ave		Seaside	Sfr	3	2106	10/07/2021	$920,000	7405	1956	***$437***
4371 Shoreline Ct		Seaside	Sfr	3	1720	04/26/2022	$1,150,000	6987	2005	***$669***
4415 Peninsula Point Dr		Seaside	Sfr	3	2465	09/28/2021	$1,100,000	4850	2004	***$446***
1531 Darwin St		Seaside	Sfr	3	1027	04/12/2022	$625,000	3485	1956	***$609***
1688 Luzern St		Seaside	Sfr	3	1061	04/28/2022	$665,000	3700	1960	***$627***
1118 Carson St		Seaside	Sfr	3	1192	09/29/2021	$785,000	7841	1959	***$659***
1048 Hamilton Ave		Seaside	Sfr	3	1344	02/12/2021	$600,000	7000	1959	***$446***
1221 Noche Buena St		Seaside	Sfr	3	1137	12/10/2021	$675,000	3000	2011	***$594***
1189 Palm Ave		Seaside	Sfr	3	1018	07/28/2021	$700,000	5005	1960	***$688***
1192 Waring St		Seaside	Sfr	3	1220	09/07/2021	$772,000	7500	1950	***$633***
1451 Mingo Ave		Seaside	Sfr	3	988	04/22/2021	$700,000	4792	1957	***$709***
1836 Harding St		Seaside	Sfr	3	1040	07/21/2021	$590,000	17600	1959	***$567***
1297 Luxton St		Seaside	Sfr	3	1064	05/11/2021	$685,000	3750	1964	***$644***
1518 Broadway Ave		Seaside	Sfr	3	1592	05/28/2021	$620,000	5600	1964	***$389***
1354 Noche Buena St		Seaside	Sfr	3	1100	03/18/2021	$685,000	3485	1953	***$623***
1334 Vallejo St		Seaside	Sfr	3	864	06/30/2021	$650,000	3650	1958	***$752***
4840 Peninsula Point Dr		Seaside	Sfr	3	2465	02/23/2021	$750,000	4792	2003	***$304***
1752 Flores St		Seaside	Sfr	3	1040	06/25/2021	$520,000	5150	1960	***$500***
1166 Bella Vista Ct		Seaside	Sfr	3	1433	04/21/2021	$670,000	8186	1964	***$468***
1664 Hilton St		Seaside	Sfr	3	1481	10/26/2021	$755,000	5600	1958	***$510***
1398 Waring St		Seaside	Sfr	3	1014	04/28/2021	$660,000	3485	1963	***$651***
1462 Wanda Ave		Seaside	Sfr	3	1009	03/29/2022	$440,000	3800	1949	***$436***
1865 Andrew Ct		Seaside	Sfr	3	1091	07/13/2021	$725,000	6970	1957	***$665***
1880 Ord Grove Ave		Seaside	Sfr	3	1114	09/30/2021	$712,500	6534	1957	***$640***
1708 Soto St		Seaside	Sfr	3	1093	11/02/2021	$650,000	3650	1957	***$595***
1820 Luxton St		Seaside	Sfr	3	936	03/30/2021	$500,000	3650	1957	***$534***
1712 Goodwin St		Seaside	Sfr	3	912	06/10/2021	$620,000	3750	1965	***$680***
4370 Peninsula Point Dr		Seaside	Sfr	3	2337	04/21/2021	$909,000	5058	2004	***$389***
1135 Madera Ct		Seaside	Sfr	3	1387	03/10/2021	$700,000	6747	1954	***$505***
4355 Peninsula Point Dr		Seaside	Sfr	3	2465	09/23/2021	$1,155,000	6008	2004	***$469***
1617 Darwin St		Seaside	Sfr	3	1242	05/23/2022	$674,000	3700	1956	***$543***
1059 Sonoma Ave		Seaside	Sfr	3	1043	02/28/2022	$585,000	6500	1956	***$561***
1872 Nadina St		Seaside	Sfr	3	1020	07/07/2021	$730,000	3485	1961	***$716***
2 Lysette Ct		Seaside	Sfr	3	1247	06/18/2021	$795,000	6534	1967	***$638***
1385 Darwin St		Seaside	Sfr	3	1260	01/27/2022	$730,000	3485	1964	***$579***
1342 Kenneth St		Seaside	Sfr	3	1744	04/02/2021	$780,000	3485	1991	***$447***
1130 Kimberly Ct		Seaside	Sfr	3	1411	03/02/2022	$870,000	5276	1989	***$617***
13 Harrow Ct		Seaside	Sfr	3	1620	09/08/2021	$895,000	7500	1973	***$552***
1381 Metz Ave		Seaside	Sfr	3	1687	06/01/2021	$690,000	8994	1956	***$409***
1485 Santa Clara Ave		Seaside	Sfr	3	1170	04/29/2022	$875,000	10454	1951	***$748***
1485 Kenneth St		Seaside	Sfr	3	1393	09/24/2021	$608,000	5227	1973	***$436***
1367 Harding St		Seaside	Sfr	3	1114	08/27/2021	$740,000	3485	1963	***$664***
1407 Soto St		Seaside	Sfr	3	1796	01/26/2022	$905,000	4356	1963	***$504***
545 Harcourt Ave		Seaside	Sfr	3	1170	02/11/2022	$780,000	4792	1956	***$667***
1693 Mescal St		Seaside	Sfr	3	1498	03/18/2022	$830,000	6834	1970	***$554***

PROPERTY ADDRESS	PROPERTY UNIT NUMBER	PROPERTY CITY	PROPERTY TYPE	BEDROOMS	BLDG/LIVING AREA	LAST MARKET RECORDING DATE	LAST MARKET SALE PRICE	LOT AREA	YEAR BUILT	P/SF
1289 Darwin St		Seaside	Sfr	3	1033	12/06/2021	$726,500	3650	1962	***$703***
1737 Highland St		Seaside	Sfr	3	1030	06/21/2021	$777,000	5600	1958	***$754***
1852 Laguna St		Seaside	Sfr	3	980	12/14/2021	$610,500	3750	1957	***$623***
324 Roberts Ave		Seaside	Sfr	3	1784	09/22/2021	$630,000	3920	1941	***$353***
Average Seaside 3 BD SFR					***1,379***		***$753,160***			***$546***
1755 Military Ave		Seaside	Sfr	4	1780	04/07/2022	$1,050,000	8276	1956	***$590***
4500 Peninsula Point Dr		Seaside	Sfr	4	2593	05/02/2022	$1,300,000	6267	2004	***$501***
1770 Luxton St		Seaside	Sfr	4	1310	05/12/2021	$740,000	7300	1972	***$565***
4747 Sea Crest Dr		Seaside	Sfr	4	2465	01/26/2022	$1,188,000	4792	2004	***$482***
1040 Sonoma Ave		Seaside	Sfr	4	3295	05/06/2021	$535,000	8931	1950	***$162***
1700 Waring St		Seaside	Sfr	4	1451	03/14/2022	$815,000	5500	1972	***$562***
1274 Trinity Ave		Seaside	Sfr	4	1302	05/23/2022	$945,000	5499	1953	***$726***
1649 Vallejo St		Seaside	Sfr	4	1259	11/02/2021	$735,000	7300	1959	***$584***
1861 Saint Helena St		Seaside	Sfr	4	1321	10/12/2021	$800,000	6600	1971	***$606***
1104 Yolanda Ct		Seaside	Sfr	4	1823	07/22/2021	$788,000	6322	1962	***$432***
5015 Peninsula Point Dr		Seaside	Sfr	4	3303	08/17/2021	$1,125,000	10890	2003	***$341***
1812 Luzern St		Seaside	Sfr	4	1545	08/25/2021	$650,000	6400	1963	***$421***
1471 Plumas Ave		Seaside	Sfr	4	1246	11/24/2021	$821,000	5663	1959	***$659***
1780 Eucalyptus Ave		Seaside	Sfr	4	1623	08/17/2021	$800,000	7405	1956	***$493***
1653 Darwin St		Seaside	Sfr	4	1330	05/24/2021	$625,000	7300	1971	***$470***
1148 San Lucas St		Seaside	Sfr	4	1184	08/31/2021	$600,000	6500	1958	***$507***
5020 Pacific Crest Dr		Seaside	Sfr	4	3303	06/25/2021	$1,125,000	7101	2004	***$341***
4220 Peninsula Point Dr		Seaside	Sfr	4	3303	12/08/2021	$1,150,000	6507	2004	***$348***
5046 Sunset Vista Dr		Seaside	Sfr	4	3303	11/08/2021	$1,150,000	6098	2004	***$348***
1141 Hilby Ave		Seaside	Sfr	4	1752	03/05/2021	$650,000	5000	2003	***$371***
4760 Sea Crest Dr		Seaside	Sfr	4	2593	06/02/2021	$998,000	4792	2004	***$385***
1776 Mescal St		Seaside	Sfr	4	2141	07/20/2021	$885,000	6534	1973	***$413***
1700 Sonoma Ave		Seaside	Sfr	4	2318	11/10/2021	$795,000	8100	1974	***$343***
4340 Peninsula Point Dr		Seaside	Sfr	4	2593	02/04/2022	$1,300,000	5280	2004	***$501***
1920 Luxton St		Seaside	Sfr	4	2070	04/18/2022	$837,000	8000	1950	***$404***
457 Hamilton Ave		Seaside	Sfr	4	1340	02/03/2021	$475,000	3920	1956	***$354***
1759 Vallejo St		Seaside	Sfr	4	1337	05/10/2021	$710,000	5500	1957	***$531***
1637 Darwin Pl		Seaside	Sfr	4	1170	06/17/2021	$715,000	5300	1970	***$611***
1699 Military Ave		Seaside	Sfr	4	1947	08/04/2021	$892,000	6970	1955	***$458***
1683 Mescal St		Seaside	Sfr	4	1885	10/27/2021	$750,000	7100	1974	***$398***
1018 Waring St		Seaside	Sfr	4	1184	12/08/2021	$875,000	6300	1956	***$739***
4705 Sea Ridge Ct		Seaside	Sfr	4	1720	07/21/2021	$879,000	6233	2005	***$511***
1738 Granada St		Seaside	Sfr	4	1385	10/15/2021	$800,000	5227	1968	***$578***
1372 Soto St		Seaside	Sfr	4	2140	07/09/2021	$1,047,000	5600	1961	***$489***
1985 Luxton St		Seaside	Sfr	4	1703	05/12/2022	$1,050,000	6750	1952	***$617***
5050 Peninsula Point Dr		Seaside	Sfr	4	3303	04/08/2022	$1,460,000	6000	2003	***$442***
1624 Mescal St		Seaside	Sfr	4	1778	09/14/2021	$765,000	7500	1972	***$430***
5000 Beach Wood Dr		Seaside	Sfr	4	3689	04/06/2021	$1,025,000	7405	2004	***$278***
1777 Juarez St		Seaside	Sfr	4	1339	09/27/2021	$841,500	4356	1959	***$628***
1619 Waring St		Seaside	Sfr	4	1616	12/15/2021	$725,000	6970	1970	***$449***
1755 Noche Buena St		Seaside	Sfr	4	1348	03/03/2022	$805,000	9148	1972	***$597***

PROPERTY ADDRESS	PROPERTY UNIT NUMBER	PROPERTY CITY	PROPERTY TYPE	BEDROOMS	BLDG/LIVING AREA	LAST MARKET RECORDING DATE	LAST MARKET SALE PRICE	LOT AREA	YEAR BUILT	P/SF
1455 La Salle Ave		Seaside	Sfr	4	2466	03/01/2022	$1,197,000	16000	1980	***$485***
1783 Kenneth St		Seaside	Sfr	4	1436	07/29/2021	$720,000	5475	1973	***$501***
1722 Mescal St		Seaside	Sfr	4	1530	04/23/2021	$699,000	5663	1971	***$457***
Average Seaside 4 BD SFR					***1,966***		***$882,670***			***$449***
4438 Cypress Ridge Ct		Seaside	Sfr	5	2593	01/28/2021	$950,000	6198	2005	***$366***
4290 Peninsula Point Dr		Seaside	Sfr	5	3878	03/17/2021	$1,074,000	6022	2004	***$277***
1076 Hilby Ave		Seaside	Sfr	5	1107	12/14/2021	$905,000	5663	1958	***$818***
1635 Plumas Ave		Seaside	Sfr	5	3120	10/15/2021	$1,125,000	10204	1963	***$361***
1381 Military Ave		Seaside	Sfr	5	1746	08/02/2021	$690,000	7200	1946	***$395***
5024 Pacific Crest Dr		Seaside	Sfr	5	3878	08/03/2021	$1,407,000	7382	2004	***$363***
4460 Ocean Heights Ct		Seaside	Sfr	5	3878	08/12/2021	$1,450,000	6052	2005	***$374***
1381 Circle Ave		Seaside	Sfr	5	2238	09/03/2021	$795,000	6970	1949	***$355***
1570 Mescal St		Seaside	Sfr	6	3026	09/01/2021	$1,050,000	8750	1974	***$347***
Average Seaside 5+ BD SFR					***2,829***		***$1,049,556***			***$371***

Table 13
Industrial Sales Past Year - Marina, Seaside, Monterey, Salinas, Gilroy
Marina Station
Marina, Ca

Property Address	Property City	Sale Price	Size	Sale Date	Price Per SF	Building Park	Age	Land Area AC
7620 Eigleberry St	Gilroy	$1,375,000	5,742	4/28/2022	239.46		61	0.20
8190 Murray Ave	Gilroy	$19,157,000	102,466	3/28/2022	186.96		32	4.61
450 E 9th St	Gilroy	$4,500,000	12,424	2/18/2022	362.21		52	5.95
6920 Monterey Rd	Gilroy	$1,160,000	20,000	12/23/2021	290.00		76	1.03
8460 Church St	Gilroy	$1,650,000	5,948	11/24/2021	277.40		35	0.70
7200-7230 Alexander St	Gilroy	$3,150,000	20,000	10/4/2021	157.50		72	0.46
6380 Monterey Rd	Gilroy	$960,000	4,000	8/27/2021	240.00		74	0.80
675 Buena Vista Ave	Gilroy	$2,000,000	16,800	7/2/2021	119.05		57	4.39
12 Lower Ragsdale Dr	Monterey	$799,000	1,435	4/11/2022	556.79		5	5.00
2969 Salinas Hwy	Monterey	$930,000	1,372	4/7/2022	677.84	Monterey Motorsport Park	3	1.49
2969 Salinas Hwy	Monterey	$400,000	686	3/16/2022	583.09	Monterey Motorsport Park	2	1.49
2456 Del Monte Ave	Monterey	$3,444,000	19,680	12/30/2021	175.00		53	0.64
2969 Salinas Hwy (Part of	Monterey		686	9/24/2021	510.20	Monterey Motorsport Park	3	
1586 Moffett St	Salinas	$800,000	2,862	5/27/2022	279.52	Moffett Street Commercial Center	16	0.06
155 Griffin St	Salinas	$550,000	1,320	3/14/2022	416.67		75	0.33
138 E Lake St	Salinas	$875,000	4,000	3/3/2022	218.75		59	0.15
312 Abbott St	Salinas	$3,100,000	21,816	10/12/2021	142.10		40	1.05
12 Harris Pl	Salinas	$1,500,000	9,519	9/30/2021	157.58		23	2.00
20800 Spence Rd	Salinas	$11,900,000	40,203	7/2/2021	296.00		29	5.00
Average, all					**309.80**			
Average, ex. Monterey					**241.66**			

Table 14
Office Sales Past Year - Marina, Seaside, Monterey, Salinas, Gilroy
Marina Station
Marina, Ca

Property Address	Property City	Sale Price	Size	Property Name	Sale Date	Price Per SF	Secondary Type	Age	Land Area AC	Percent Leased
42-46 Martin St	Gilroy	$700,000	3,088		4/1/2022	226.68		102	0.09	100.00%
7527 Eigleberry St	Gilroy	$1,450,000	4,552		2/24/2022	318.54	Office/Residential	122	0.26	10.00%
190 1st St	Gilroy	$550,000	1,573		1/3/2022	349.65		92	0.17	100.00%
320 1st St	Gilroy	$807,000	2,129		12/14/2021	379.05	Office Building	69	0.16	100.00%
8000 Santa Teresa Blvd	Gilroy	$4,000,000	19,209		10/6/2021	208.24		28	2.15	100.00%
380 Tomkins Ct	Gilroy	$1,240,000	4,120		8/16/2021	300.97	Industrial Live/Work Unit	36	0.49	100.00%
7767 Monterey Hwy	Gilroy	$1,899,999	5,410	Piazza Frascati		351.20	Office/Residential	19	0.17	0.18%
235 Reindollar Ave	Marina	$1,325,000	6,265	Reindollar Corner Professional Building	1/24/2022	211.49	Office/Residential	44	0.30	100.00%
3153 Ocean Ter	Marina	$695,000	1,832		1/21/2022	379.37	Office Live/Work Unit		0.06	100.00%
1010 Cass St	Monterey	$700,000	3,486	Bldg C	5/2/2022	200.80	Medical		0.02	100.00%
9600 Blue Larkspur Ln	Monterey	$620,000	2,402	Office Condo	3/23/2022	258.12		31	0.11	100.00%
900 Cass St	Monterey	$1,700,000	3,868	Office Condo	3/18/2022	439.50	Medical		0.37	100.00%
1035 Cass St	Monterey	$1,775,000	5,300		2/17/2022	334.91	Medical	22	0.24	0.00%
24551 Silver Cloud Ct	Monterey	$2,850,000	10,200		1/26/2022	279.41	Medical	17	2.25	100.00%
650 E Franklin St	Monterey	$1,200,000	1,125		12/29/2021	1,066.67	Office/Residential	79	0.33	100.00%
475 Washington St	Monterey	$1,300,000	3,954		12/28/2021	328.78		38	0.20	100.00%
24591 Silver Cloud Ct	Monterey	$6,762,000	18,036		12/20/2021	374.92		20	1.00	100.00%
20-22 Dormody Ct	Monterey	$712,000	1,780		12/10/2021	400.00	Medical	58	0.17	0.00%
100 Wilson Rd	Monterey	$5,406,000	18,022	Office Condo	9/10/2021	299.97		15	6.43	0.00%
601 Abrego St	Monterey	$1,250,000	3,323		9/3/2021	376.17		38	0.16	100.00%
404 W Franklin St	Monterey	$2,350,000	7,966		7/22/2021	295.00	Office Building	13	0.38	100.00%
551 Foam St	Monterey	$1,150,000	2,913		6/22/2021	394.78	Office/Residential	41	0.04	100.00%
480 Calle Principal	Monterey	$2,400,000	10,173			235.92		81	0.16	0.00%
490 Calle Principal	Monterey	$1,800,000	5,369			335.26		77	0.16	55.73%
780 E Romie Ln	Salinas	$892,000	2,279	Office Condo	5/16/2022	391.40	Medical	38	0.44	100.00%
1021-1023 S Main St	Salinas	$4,100,000	13,817		4/13/2022	296.74		65	0.32	100.00%
110 E Romie Ln	Salinas	$1,200,000	3,665		2/22/2022	327.42	Medical	96	0.32	100.00%
340 Church St	Salinas	$580,000	895		2/2/2022	648.04	Medical		0.13	100.00%
780 E Romie Ln	Salinas	$675,000	1,559	Office Condo	11/1/2021	432.97	Medical	38	0.44	100.00%
1020 Merrill St	Salinas	$3,850,000	18,778			205.03	Medical	44	0.81	64.88%
Avg, all						**$355**				
Avg. Marina						**295.43**				

Table 15
Retail Sales Past Year - Marina, Seaside, Salinas, Gilroy
Marina Station
Marina, Ca

Property Address	Property City	Sale Price	Price per sf	Size	Property Name	Sale Date	Secondary Type	Age	Building Class	Land Area SF	Typical Floor (SF)	Number Of Floors	Percent Leased
6765 Camino Arroyo	Gilroy	$57,000,000	$645	88,408	Kohl's	5/24/2022	Department Store	18	C	332,363	88,408	1	100.00%
7445 Monterey St	Gilroy	$1,299,000	$290	4,480		5/13/2022	Storefront Retail/Residential	110	C	3,899	2,240	2	0.00%
7243 Monterey St	Gilroy	$1,050,000	$197	5,340		5/13/2022	Storefront	90	C	12,632	5,340	1	100.00%
7541-7543 Monterey St	Gilroy	$2,900,000	$116	25,080		3/24/2022	Storefront Retail/Office	122	C	14,884	12,540	2	100.00%
10015 Monterey Rd	Gilroy	$1,575,000	$303	5,200		3/7/2022	Freestanding	50	C	261,360	5,200	1	0.00%
7041 Monterey St	Gilroy	$1,140,000	$427	2,670		2/1/2022	Storefront Retail/Residential	87	C	12,240	1,335	2	0.00%
6800 Chestnut St	Gilroy	$6,000,000	$257	23,355		12/15/2021	Auto Dealership	24	B	132,858	23,355	1	100.00%
6805 Camino Arroyo	Gilroy	$3,100,000	$453	6,842	Buffalo Wild Wings	9/30/2021	Restaurant	5	B	45,302	6,752	1	
770 1st St	Gilroy	$11,050,000	$763	14,489	Walgreens	9/23/2021	Drug Store	13	B	58,370	14,469	1	100.00%
7900 Arroyo Cir	Gilroy	$14,300,000	$114	125,597	See Grins RV part of Johnson RV	9/17/2021	Auto Dealership	29	B	596,772	125,597	1	0.00%
7747 Monterey St	Gilroy	$2,950,000	$164	18,000	The Old Ford Garage		Auto Repair	92	C	27,966	18,000	1	100.00%
8800 San Ysidro Ave	Gilroy	$1,899,000	$366	5,194	8800 San Ysidro Ave		Restaurant	19	B	28,314	3,883	2	0.00%
7554 Monterey St	Gilroy	$1,750,000	$168	10,431			Bowling Alley	64	C	11,326	10,431	1	100.00%
330 Reservation Rd	Marina	$2,477,000	$255	9,697	Marina Town Plaza	12/20/2021	Freestanding	47	B	84,071	9,697	1	
264 Carmel Ave	Marina	$630,000	$648	972		10/15/2021	Storefront Retail/Residential	66	C	11,012	545	1	0.00%
601-605 Lighthouse Ave	Monterey	$1,600,000	$145	11,000		4/18/2022	Storefront Retail/Office	56	C	5,663	5,500	2	0.00%
2311-2319 Fremont St	Monterey	$3,450,000	$457	7,550		4/5/2022	Freestanding		C	22,560	7,550	1	100.00%
500-528 Foam St	Monterey	$2,750,000	$1,058	2,600		3/31/2022	Retail Building	61	C	16,374	2,600	1	
500 Hartnell St	Monterey	$3,250,000	$441	7,368	Stokes Adobe	2/10/2022	Restaurant	189	C	23,522	3,684	2	100.00%
552 Fremont St	Monterey	$900,000	$260	3,461		2/9/2022	Storefront	57	C	6,077	3,461	1	100.00%
1201 10th St	Monterey	$800,000	$328	2,441		1/31/2022	Auto Repair	59	C	7,065	2,441	1	100.00%
495 Washington St	Monterey	$4,800,000	$490	9,800		1/13/2022	Bank	32	B	21,806	9,800		100.00%
1250 Del Monte Ave (Part of Multi-Property Sale)	Monterey	$1,941,032	$620	3,130	Multi-Property Sale	12/28/2021	Storefront Retail/Residential	72	C	14,444	1,565	2	
570 Lighthouse Ave	Monterey	$1,400,000	$191	7,321		12/10/2021	Restaurant	58	C	10,890	7,321	1	100.00%
423-425 Alvarado St (Part of Multi-Property Sale)	Monterey	$2,255,000	$223	10,100	Multi-Property Sale	12/8/2021	Storefront	56	C	10,402	10,100	1	75.00%
422 Tyler St (Part of Multi-Property Sale)	Monterey		$0	1,275	Multi-Property Sale	12/8/2021	Restaurant	56		14,301	1,275	1	100.00%
1299 Del Monte Ave	Monterey	$1,350,000	$313	4,308		11/24/2021	Auto Repair	61	C	19,149	4,308	1	100.00%
2066 Fremont St	Monterey	$5,500,000	$548	10,032		11/18/2021		74	C	42,231	10,032	1	100.00%

Property Address	Property City	Sale Price	Price per sf	Size	Property Name	Sale Date	Secondary Type	Age	Building Class	Land Area SF	Typical Floor (SF)	Number Of Floors	Percent Leased
2066 Fremont St	Monterey	$4,042,000	$403	10,032		8/4/2021		74	C	42,231	10,032	1	100.00%
160-198 Webster St	Monterey	$5,088,000	$500	10,185		7/21/2021	Freestanding	56	C	26,550	5,093	2	100.00%
417 Alvarado St	Monterey	$4,500,000	$173	26,000	Golden State Theatre	6/17/2021	Storefront Retail/Office	96	B	16,988	8,667	3	100.00%
638 Lighthouse Ave	Monterey	$825,000	$250	3,300		6/16/2021	Freestanding	62	C	5,663	3,300	1	100.00%
870 Abrego St	Monterey	$2,195,000	$301	7,286			Auto Repair	76	C	7,549	7,440	1	0.00%
828 Lighthouse Ave	Monterey	$1,375,000	$452	3,040			Storefront	58	B	4,792	3,040	1	0.00%
664 E Alisal St	Salinas	$1,150,000	$843	1,364		5/20/2022	Fast Food	56	C	17,398	1,364	1	100.00%
695 E Alisal St	Salinas	$300,000	$99	3,042		5/20/2022	Storefront	75	C	18,300	3,042	1	100.00%
7900 Messick Rd	Salinas	$950,000	$297	3,200		4/29/2022	Auto Repair	76	C	104,958	3,200	1	100.00%
11 Clark St	Salinas	$1,500,000	$784	1,914		3/21/2022	Service Station	50	B	16,988	2,100	1	100.00%
315 N Main St	Salinas	$900,000	$208	4,335		3/15/2022	Retail Building	30	C	9,148	4,335	1	100.00%
695 E Alisal St	Salinas	$300,000	$99	3,042		3/11/2022	Storefront	75	C	18,300	3,042	1	100.00%
109 Capitol St	Salinas	$650,000	$407	1,599		12/28/2021	Freestanding	92	C	6,534	1,599	1	100.00%
630 E Market St	Salinas	$700,000	$349	2,008		12/9/2021	Storefront Retail/Residential	84	B	8,255	2,008	1	33.00%
260-262 E Market St	Salinas	$1,200,000	$182	6,610		9/9/2021	Auto Dealership	54	C	23,762	6,610	1	100.00%
1075-1089 S Main St	Salinas	$2,420,000	$248	9,767		7/1/2021	Freestanding	40	C	24,394	9,767	1	100.00%
47 John St	Salinas	$635,000	$420	1,511		6/24/2021	Service Station	67	C	11,326	1,511	1	
27 John St	Salinas	$510,000	$675	756		6/23/2021	Bank	51	B	16,570	756	1	
606 E Alisal St	Salinas	$950,000	$337	2,816		6/16/2021	Convenience Store	48	B	7,841	2,816	1	100.00%
910 S Main St	Salinas	$1,799,888	$95	19,000			Storefront	72	C	9,148	6,333	3	0.00%
490 Broadway Ave	Seaside	$1,093,000	$710	1,539		3/9/2022	Auto Repair	58	C	20,247	1,539	1	0.00%
1711 Del Monte Blvd	Seaside	$6,290,000	$299	21,019		1/25/2022	Auto Dealership	33	C	59,677	21,019	1	100.00%
1020 Auto Center Pky	Seaside	$2,750,000	$188	14,614		10/26/2021	Auto Dealership	32	C	22,216	14,614	1	100.00%
1020 Ord Grove Ave	Seaside	$1,000,000	$234	4,272		8/25/2021	Auto Repair	72	C	9,688	4,272	1	100.00%
620-630 Broadway Ave	Seaside	$1,720,000	$264	6,506		7/30/2021	Storefront Retail/Residential	35	C	8,002	3,253	2	83.33%
2019 Del Monte Blvd	Seaside	$1,250,000	$251	4,975		7/30/2021	Auto Repair	63	C	10,254	4,975	1	0.00%
3 Geary Plz	Seaside	$12,400,000	$292	42,446	Seaside Auto Mall	7/28/2021	Auto Dealership	57	C	203,861	42,446	1	100.00%
1390 Fremont Blvd	Seaside	$900,000	$783	1,150		7/27/2021	Fast Food	35	C	13,939	1,150	1	100.00%
1143 Echo Ave	Seaside	$1,500,000	$116	12,925		7/14/2021	Storefront Retail/Office	67	C	19,166	6,463	2	100.00%
Average, Gilroy			$328										
Average, Salinas			$360										
Average, Monterey			$377										
Average, Seaside			$349										
Average, Marina			$452										
Average, All			$360										
Average, less than 20 yrs old.			$488										

Table 16
Sales of Apartment buildings over past 5 years
Marina Station
Marina, Ca

Property Address	Property City	Sale Price	Number Of Units	Size	Property Name	Sale Status	Sale Date	Price Per Unit	Secondary Type	Avg Unit SF	Age	Land Area AC	price per sf
3289-3295 Drew St	Marina	$2,499,000	10	7,954		Sold	12/30/2021	$249,900	Apartments	926	97	1.39	$314
299 Carmel Ave	Marina	$39,350,000	134	102,308	The Gates at Marina Apartments	Sold	2/25/2021	$293,657	Apartments	763	35	7.38	$385
3330 Dunes Rd	Marina	$28,500,000	96		Marina Dunes RV Resort	Sold	10/16/2020	$296,875	Manufactured Housing/Mobile Home Park		43	5.58	
233-235 Carmel Ave	Marina	$3,550,000	20	11,440		Sold	7/7/2020	$177,500	Apartments	572	53	0.59	$310
3330 Dunes Rd	Marina	$18,000,000	65		Marina Dunes RV Resort	Sold	6/20/2018	$276,923	Manufactured Housing/ Mobile Home Park		43	5.58	
470 Reservation Rd	Marina	$1,100,000	6	6,836		Sold	5/11/2018	$183,333	Apartments		52	0.33	$161
470 Reservation Rd	Marina	$800,100	6	6,836		Sold	5/3/2018	$133,350	Apartments		52	0.33	$117
176-182 Palm Ave	Marina	$5,000,000	20	13,696		Sold	4/12/2018	$250,000	Apartments	547	62	1.30	$365
394 Reservation Rd (Part	Marina	$1,366,279	7	5,000	Multi-Property Sale	Sold	11/1/2017	$195,183	Apartments			0.32	$273
396 Reservation Rd (Part	Marina	$983,721	6	3,600	Multi-Property Sale	Sold	11/1/2017	$163,954	Apartments			0.17	$273
176-182 Palm Ave	Marina	$3,100,000	20	13,696		Sold	9/22/2017	$155,000	Apartments	547	62	1.30	$226
191 Debbie Dr	Marina	$1,649,000	5	4,533		Sold	7/24/2017	$329,800	Apartments		73	0.91	$364
1081 Trinity Ave	Seaside	$1,750,000	6	5,006		Sold	11/19/2021	$291,667	Apartments		43	0.17	$350
1283-1287 Playa Blvd	Seaside	$3,100,000	15	7,212	Playa Vista Apartments	Sold	10/1/2021	$206,667	Apartments		53	0.34	$430
1082 Wanda Ave	Seaside	$1,100,000	5	2,406		Sold	5/7/2021	$220,000	Apartments		72	0.40	$457
1191 Noche Buena St	Seaside	$3,550,000	17	5,958		Sold	4/8/2021	$208,824	Apartments		57	0.40	$596
1203 Ord Grove Ave	Seaside	$2,280,000	12	7,840		Sold	2/24/2021	$190,000	Apartments	645	45	0.28	$291
1132-1136 Phoenix Ave	Seaside	$3,900,000	18	10,500		Sold	11/5/2020	$216,667	Apartments	525	61	0.47	$371
1180-1184 Sonoma Ave	Seaside	$1,625,000	8	12,000		Sold	4/2/2020	$203,125	Apartments	725	58	0.24	$135
1881 Baker St	Seaside	$25,250,000	121	98,105	Sea Breeze Apartments	Sold	3/27/2020	$208,678	Apartments	592	58	3.09	$257
1280 Hilby Ave	Seaside	$6,150,000	32	19,891		Sold	3/6/2019	$192,188	Apartments		47	0.85	$309
1773 Waring St	Seaside	$41,000,000	133	166,151	Seaview Village Apartments	Sold	2/28/2019	$308,271	Apartments	1249	51	2.16	$247
1255 Circle Ave	Seaside	$1,375,000	7	3,921		Sold	11/30/2018	$196,429	Apartments	560	60	0.19	$351
942 Harcourt Ave	Seaside	$1,235,000	6	6,682		Sold	6/26/2018	$205,833	Apartments		50	0.16	$185
1119-1129 Clementina Av	Seaside	$1,800,000	9	5,788		Sold	2/16/2018	$200,000	Apartments		61	0.09	$311
1132-1136 Phoenix Ave	Seaside	$3,600,000	18	10,500		Sold	10/25/2017	$200,000	Apartments	525	61	0.47	$343
Average, All		7,831,273	31	22,411				221,301			56		$309
Average, 2019 - current								233,144					
												20% Prem.	$371.08

City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1212; FAX 831- 384-0425
www.ci.marina.ca.us

City of Marina

MEMORANDUM

DATE: July 26, 2022

TO: Layne Long, City Manager

FROM: Guido F. Persicone, Community Development Director
PREPARED BY: Alyson Hunter, AICP, Sr. Planner

SUBJECT: Summary Response to City Council re: Marina Station DA Amendment and Extension

Council Questions from the June 21, 2022, meeting with Staff answers following:

1. Does the project already have all the water it needs allocated to it?

   According to Section 4.14 *Utilities and Service Systems* of the certified EIR (DD&A, certified 2008), there is sufficient water to meet the demands of the project together with other existing and planned future uses within the water district.

2. Regarding the vernal ponds, will the City be allowed access for monitoring and testing?

   The proposed DA amendment includes a provision that allows City access as described: *If the Subsequent Owner provides such access to the Wetlands Area to any other person or entity, then the City shall be allowed such access, and the City's access shall be on the same terms as provided to such other person or entity.* (Item 9.1 in the First Amendment document included in the Council's 6-21-22 and 7-19-22 agenda packets)

3. How will the City be notified if others are allowed access to the vernal pond for testing and monitoring so that the City can also participate in these activities?

   A process for City notification has not been identified as of this writing.

4. Are the developers frozen in time to 2008 rules and regulations?

   They are frozen in terms of City regulations. The vesting of the project in 2008 does not exempt them from following current state and federal regulations, like Building Codes, that are in effect at the time of building permit review, for example. Similarly, grading plans and stormwater requirements would need to meet current State permit requirements. Current CA housing laws, like SB 9, SB 35, etc., will apply within the project regardless of the DA's affordable housing stipulations which were enacted only based on the City's affordable housing (inclusionary zoning, density bonus) regulations in place at the time of approval. There is an exception to this rule in recital #4 which

City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1212; FAX 831- 384-0425
www.ci.marina.ca.us

states *that City shall be entitled to apply the provisions related to trees and fencing in Marina Municipal Code Chapter 17.62 and Title 17.42 in effect at the time the Developer submits applications related to trees and fencing.*

5. Will the new General Plan have authority over the adopted Marina Station Specific Plan?

   No. All of the City's adopted SPs are stand-alone documents and will remain "as-is" after the completion of the GP update.

6. Will a new traffic study be prepared by the developer?

   No. A traffic study was prepared for the project as part of the certified EIR. It studied future impacts and the mitigation measures that were prepared are still in effect and the responsibility of the developer to build.

7. This land was not part of the former Ft. Ord and was never regulated under FORA. This was a standard private land exchange between private individuals/business entities.

8. Any affordable housing agreements that are in place under the current DA remain in place unless otherwise amended through this Council process. Changes in the City's municipal code or General Plan that have occurred after 2008 are not in effect for the Marina Station project.

9. Relating to recital #11 on the proposed amendment, this denotes that no additional amendments, other than those identified in this document, will be authorized without going through this same amendment process.

10. Will the requested extension to 2036 be sufficient to buffer the project from the effects of the current and likely future recession(s)?

    As stated in the staff report, the developer indicates that, although the full 10 years may not be needed, the additional time will cover any unforeseen events that may occur as development proceeds, including economic cycles.

11. The DA appears to be similar to the DAs for the Seahaven and Dunes projects. Can we anticipate similar outcomes?

    Every project developer and contractor team is different in their management styles, expectations, and responsiveness. It is City Staff's role to ensure activities are conducted in compliance with approvals. On very large projects like these, there will be times when issues arise, but Staff expects that we will be able to work professionally with the development team to quickly and fairly address issues through the proper regulatory channels.

City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1212; FAX 831- 384-0425
www.ci.marina.ca.us

12. What is the acreage of open space for the whole project?

    Open Space – 20.8 acres. This is defined as passive recreational areas
    Parks – 19.1 acres. These are improved, landscaped playing fields and other active areas
    Conservation Easement – 23.5 acres. This is a requirement of the Sierra Club settlement agreement. This is only on the west side of the project directly associated with the protection of the vernal ponds. The terms for allowed uses and public access will be identified as part of the easement. The easement is required to be held by a qualified agency or non-profit like the Big Sur Land Trust or other entity.

13. Will these areas be open to the public?

    Yes, with the exception of the conservation easement.

14. Can the current DA amendment include a stipulation that the City receive any testing and/or monitoring reports prepared by others relating to the vernal ponds?

    Yes, this is included in the proposed DA amendment agreement.

15. If the DA extension is not granted, does the project come to a halt?

    No. The current DA expires in March 2026 plus a generally-accepted 3-year *force majeure* where the timeframe was "stayed" due to litigation. This brings the existing expiration to 2029. The developer has indicated that they will continue to move the project forward.

16. Does a tentative map have an expiration date?

    Yes, unless it is a "Vesting" Tentative Map (VTM) which "vests" its approval for a longer period as specified. This project includes a Vesting TM which is incorporated into the DA by reference and is subject to the same expiration period as the DA.

17. If the proposed amendment is not approved, what would happen to the tent. map?

    It would expire along with the DA.

18. How many map versions are there?

    There is only one (1) adopted VTM which is broken into eight (8) phases.

19. Why is it called Marina Station?

City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1212; FAX 831- 384-0425
www.ci.marina.ca.us

From the certified EIR: *TAMC is exploring long term plans to reinstate the intra-regional passenger rail service to Monterey on the Union Pacific rail line that runs through the City of Marina, which is supported by the City of Marina. One of the proposed rail station locations is along Del Monte Boulevard, in the middle of the project site. This feature was acknowledged in the design of the project site and the provision for a future rail station has been included in the Specific Plan. Land uses that will encourage the use of transit have been incorporated into the project at the future rail station location. The train station is not proposed as part of this project, nor is it expected to be operational in the next 20 years; therefore, train station operations are not included in this EIR analysis.* (DD&A, Sec. 14.13-20; 2007)

20. Where is the transit station to be located?

There is no longer a transit station proposed as the development of the rail by TAMC is no longer a viable project, as noted above and in the EIR.

21. Can the Council alter the layout of the zoning districts at this point?

The general layout is identified in the Marina Station Specific Plan. A comprehensive amendment to the adopted SP would be required to change the layout of the zoning districts and general plan designations or to amend the text to allow changes to definitions and allowed uses.

22. Are the plans before the Council as part of the proposed DA amendment/extension the same as what was originally approved?

Other than the layout on the west side, currently identified as Phase 8, which was required to be redesigned to comply with the Sierra Club settlement, the design and layout of the entire project is substantially the same as what was originally approved.

23. Please provide for the Council maps showing the park locations as originally approved and as modified in response to the settlement agreement.

Please see the exhibits to the staff report.

24. What is the mix of for-sale versus rental below-market rate (BMR)?

The existing Affordable Housing Agreement language in Sec. 2.17 of the current approved DA specifies the following breakdown of BMR units to be developed:

City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1212; FAX 831- 384-0425
www.ci.marina.ca.us

2.17 Affordable Housing Agreement. Prior to the recordation of the Final Map for the first phase of the Development, the Developer and the City shall enter into a Below Market Rate Housing Agreement that will obligate the Developer to provide affordable housing as part of the Development consistent with the requirements of the City General Plan and Housing Element. The specific terms of the Below Market Rate Housing Agreement are to be negotiated between the City, the Developer and a potential affordable housing developer to be selected by the Developer. The Below Market Rate Housing Agreement shall provide that a minimum of 20% of the 1360 residential units developed as part of the Development, excluding the "Carriage Apartments" as defined in the Specific Plan, shall be affordable units, within the following definitions and categories: 6% shall be affordable to and occupied by Very Low Income Households (less than or equal to fifty percent (50%) of Median Income), 7% shall be affordable to and occupied by Low Income Households (households with incomes greater than 50% of Median Income and less than or equal to 80% of Median Income) and 7% shall be affordable to and occupied by Moderate Income Households (households with incomes greater than 80% of Median income and less than or equal to 120% of Median Income). Median Income shall mean the median income level for Monterey County, adjusted for household size, as periodically published by HUD and the State Department of Housing and Community Development.

The mix of rental and for sale affordable units will be part of the Affordable Housing Plan that will be approved by Council at a later date.

25. Has the Sierra Club settlement and its effects on the vernal ponds ever been explained to the Council and Planning Commission? Did the City participate in the discussion and development of the conditions of the settlement?

    Please refer to Exhibit "G". The current City Council and Planning Commission have not been briefed on the Sierra Club and Save Our Peninsula settlement agreements which were executed on April 8, 2008, and March 7, 2011, respectively. Yes, the City is a signatory on the Save Our Peninsula settlement agreement.

26. Do we know how the settlement(s) changed the project?

    The change to the project pertains to Phase 8.

27. Can invasive weeds/grasses at the site be addressed?

    Although the EIR does not address invasive species on the site, the Biological Resources Sec. 4.4 of the certified EIR (DD&A, 2007) does include a discussion of botanical species. The requirement to prepare a Habitat Restoration and Management Plan (Plan) is included as a mitigation measure. This Plan requires that the developer restore impacted coastal dune scrub and native grassland communities at a 2:1 ratio.

28. How will residents of Marina Station access the beach at or near the sand mine property?

    Assuming that Lapis Rd. and the road off of it that travels west to the sand mine are public roads, residents will be able to access public coastal properties using this road. There was no additional access in this area required in the EIR. This road is not within the City of

City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1212; FAX 831- 384-0425
www.ci.marina.ca.us

Marina's boundary. New access through Caltrans right-of-way and in the Coastal zone would require significant cost and permitting and is beyond the scope of this project. New access to the coast was not identified in the circulation section of the EIR for the project and there is no nexus to the impacts that this project creates.

29. Can rent control or rent stabilization apply to this project?

Rent stabilization language has been removed from the Development Agreement.

30. Is the wording in the last paragraph negotiable?

Staff is unsure of which "last paragraph" this question is referencing.

31. Is there a limit to how many meetings can take place between the Planning Commission's recommendation and Council action?

Yes.

32. What is the rush to approve this amendment/extension now?

The new developer, Third Millennium Partners (3MP), needs to be formally identified as the developer and owner of record so they can move forward with this investment; i.e., preparing the final maps, grading and improvement plans, etc.

33. Is it possible to have the inclusionary [BMR] homes built first?

This will be discussed as part of the Affordable Housing Agreement that will be reviewed and approved by the Council at a later date.

Council Questions from the July 19, 2022, meeting with Staff answers following:

1. Status of the development of a new fire station and/or in-lieu fees to cover ongoing operations.

The updated Fiscal Impact Study (Study) (KMA, June 2022) The DA calls for 50% of the cost of operations and maintenance of a new fire station to be paid out of the Community Facility District that will be set up.

2. What are the impact fees that the City will collect?

The park in-lieu fees to be collected are approximately $6.3M. According to the Fiscal Impact Study (pg. 4, Exhibit "D"), *it is estimated that the development of Marina Station*

City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1212; FAX 831- 384-0425
www.ci.marina.ca.us

will yield approximately $38.8 million of impact fee revenues. The use of these revenues is restricted to fund public facilities that are needed to serve the Project.

3. What is it that the developer is asking for?

   A 10-yr extension so that the DA expires in 2036 instead of 2026 to allow the entire project to be built-out.

4. What is the cause of the delay to this point?

   Since its approval in 2008, there were two (2) lawsuits, the original landowner's desire to sell the property to a qualified buyer/developer, and a recession that slowed or stopped nearly all development.

5. Can the developer tell Council how much they've put into this?

   Mr. Bogue did not have a monetary amount but noted that it is in the millions.

6. Is the developer responsible for improvements to Del Monte Blvd. all the way to Hwy 1?

   Yes. These, and other required mitigation measures, are noted in Table 2-1 - Summary of Significant Environmental Impacts and Mitigation in the certified EIR.

7. Staff to provide summaries of the two (2) settlement agreements.

   Please refer to Exhibit "G". This exhibit also includes a summary prepared by the City Attorney.

8. Can we have beach access to sand mine property using Lapis Rd? Could we use park in-lieu fees from project to help develop?

   Please see #28 above. Lapis Rd. is outside City jurisdiction and the sand mine property is not included in the City's current park impact fee schedule.

9. What will happen with the land that was formerly planned for the railway station? Will it have public restrooms and parking spaces for visitors?

   This property is owned by 3MP and is part of the project. The original approval called planned and zoned this area for mixed-use which is still the plan today. Final designs will be known when the phased final map is submitted for review. Public restrooms similar to a public park facility were not included in the originally approved vesting tent. map.

City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1212; FAX 831- 384-0425
www.ci.marina.ca.us

10. What are the options for the mix of affordable housing?

    Please see #24 above.

11. Please summarize the Rent stabilization (control) restrictions.

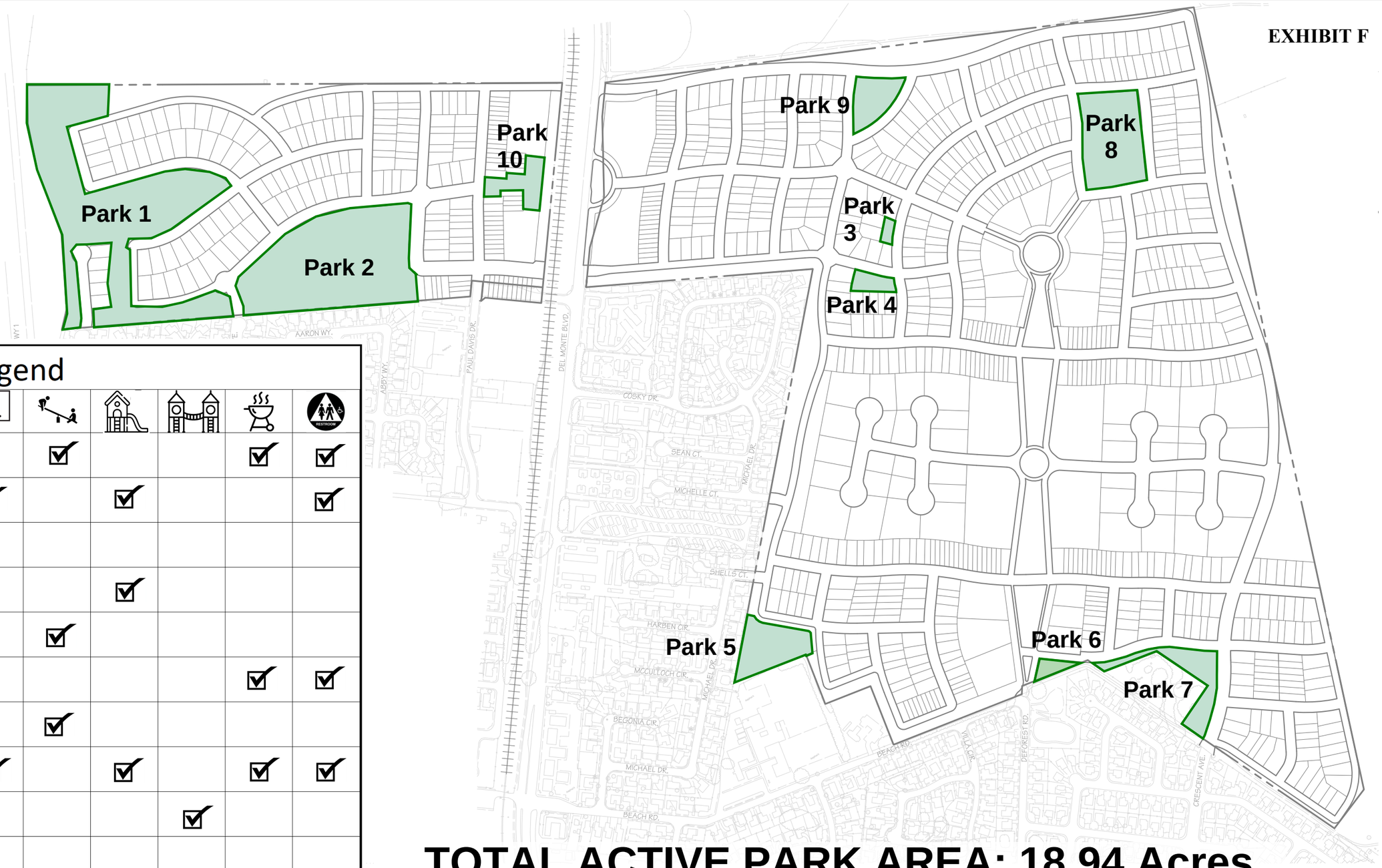
    Please see #29 above.

12. What will happen with the "dunes"/embankments along both sides of Del Monte Blvd?

    The west side of Del Monte is also developed with PG&E's main gas line easement and the existing or near-existing depth is required for safety purposes. Grading on the west side will be nominal. The east side will be graded with the cut material being used throughout the site.

13. Invasive dune plant question – please see #27 above.

EXHIBIT F



Park Amenities Legend

Park 1	☑			☑			☑	☑
Park 2		☑	☑		☑			☑
Park 3								
Park 4					☑			
Park 5	☑	☑		☑				
Park 6							☑	☑
Park 7				☑				
Park 8	☑		☑		☑		☑	☑
Park 9						☑		
Park 10								

TOTAL ACTIVE PARK AREA: 18.94 Acres

PUBLIC WORKS DEPARTMENT
CITY OF MARINA
211 HILLCREST AVENUE
MARINA, CALIFORNIA 93933

PH: (831) 884-1212
FAX: (831) 384-0425

CITY OF MARINA
Marina Station "Active Park" Exhibit

Original Tentative Map, 2007

SCALE: NONE

EXHIBIT A1

7/25/22

EXHIBIT F

Park Amenities Legend

Park 1	☑			☑			☑	☑
Park 2		☑	☑		☑			☑
Park 3								
Park 4					☑			
Park 5	☑	☑		☑				
Park 6							☑	☑
Park 7				☑				
Park 8	☑		☑		☑		☑	☑
Park 9						☑		
Park 10								

In Lieu Park Improvement Acreage Calculation:

- Specific Plan, Appendix E: 18.94 Acres of Park Improvements
- Developer Proposal: 15.63 acres
    - *Exception: No baseball field on Park 2*

Deficiency (Acres) = 18.94 – 15.63 = 3.31 Acres

3.31	Acreage of Park Improvements Deficient
x	
$ 550,000.00	Credit per Acre, Park Improvements
=	
$ 1,820,500.00	in lieu fee, as of Jan. 2008
$ 2,616,434.30	**In Lieu Park Improvement Fee** (adjusted for Construction Cost Index)

Total Active Park Area: 15.63 Acres

PUBLIC WORKS DEPARTMENT
CITY OF MARINA
211 HILLCREST AVENUE
MARINA, CALIFORNIA 93933

PH: (831) 884-1212
FAX: (831) 384-0425

CITY OF MARINA
Marina Station "City Park" Exhibit

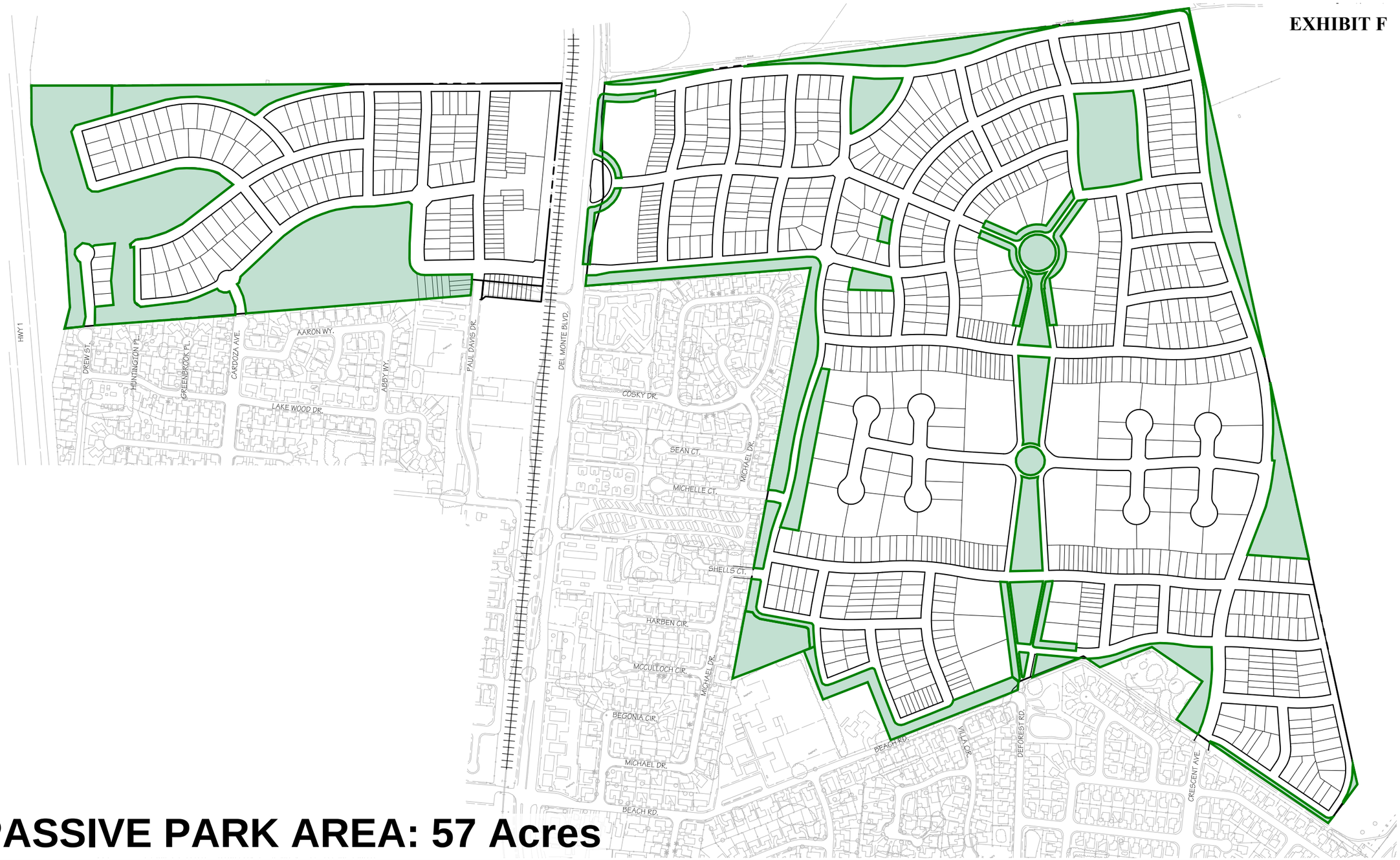
Proposed Tentative Map, 2021

SCALE: NONE

EXHIBIT A2

7/25/22

EXHIBIT F



TOTAL PASSIVE PARK AREA: 57 Acres

PUBLIC WORKS DEPARTMENT
CITY OF MARINA
211 HILLCREST AVENUE
MARINA, CALIFORNIA 93933

PH: (831) 884-1212
FAX: (831) 384-0425

CITY OF MARINA
Marina Station "Passive Park" Exhibit

Original Tentative Map, 2007

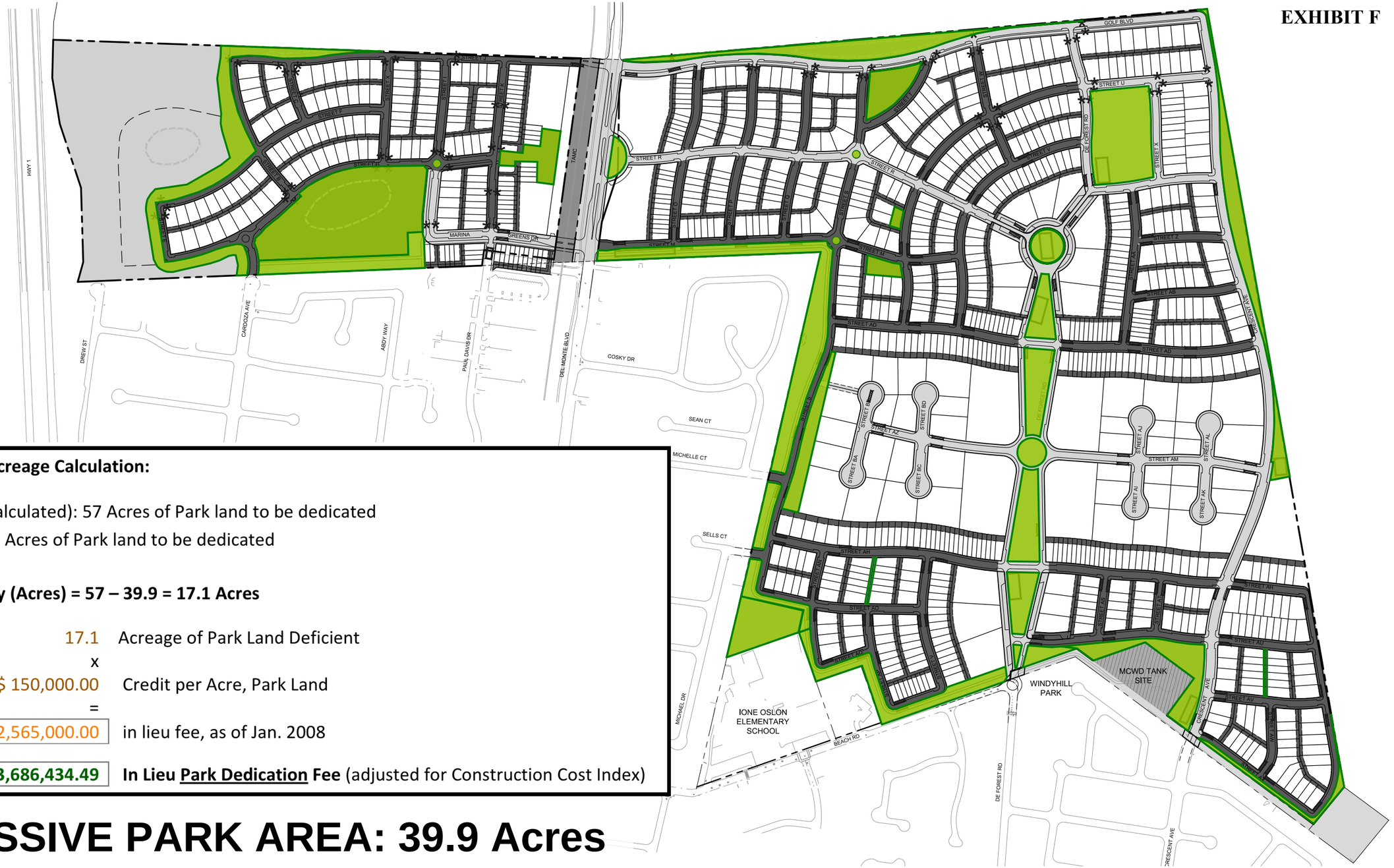
N

SCALE: NONE

EXHIBIT B1

7/27/22

EXHIBIT F



In Lieu <u>Park Dedication</u> Acreage Calculation:

- Tentative Map (Calculated): 57 Acres of Park land to be dedicated
- OMP Exhibit: 39.9 Acres of Park land to be dedicated

Deficiency (Acres) = 57 – 39.9 = 17.1 Acres

17.1	Acreage of Park Land Deficient
x	
$ 150,000.00	Credit per Acre, Park Land
=	
$ 2,565,000.00	in lieu fee, as of Jan. 2008
$ 3,686,434.49	**In Lieu <u>Park Dedication</u> Fee** (adjusted for Construction Cost Index)

TOTAL PASSIVE PARK AREA: 39.9 Acres

PUBLIC WORKS DEPARTMENT
CITY OF MARINA
211 HILLCREST AVENUE
MARINA, CALIFORNIA 93933

PH: (831) 884-1212
FAX: (831) 384-0425

CITY OF MARINA
<u>Marina Station "Passive Park" Exhibit</u>

Proposed Tentative Map, 2021

SCALE: NONE

EXHIBIT B2

7/27/22

Summary of Marina Station Settlement Agreements:

1. Agreement, Mutual Release and Covenant not to Sue with Sierra Club, Ventana Chapter

Original Parties: Creekbridge Homes, LLC and Sierra Club, Ventana Chapter (SCVC)
Parties after 2nd Amendment; Armstrong Owners and SCVC

Original Agreement Date: April 8, 2008
1st Amendment Date : October 2008
2nd Amendment Date: June 9, 2010

Primary Terms:

- Creekbridge agreed to modify Phase 8 to enlarge the open space on the western portion of the project, relocate homes in Phase 8 to Phase 7 and relocate the playing fields from Parcel 3 to Parcel 1, allowing for preservation of two wet meadows. Result of those changes is approximately 25 acres of conservation easement area on western edge of project
- Agreement incorporates the habitat restoration mitigation measures from the Mitigation Monitoring and Reporting Program (MMRP) adopted as part of the certification of the Final EIR, including requirements for the preparation of restoration plans for loss of Monterey spineflower, coastal dune scrub and native grasslands. MMRP requires that restoration plans will be completed and approved prior to issuance of any grading or building permits, but Settlement Agreement contemplates that Developer will file a request to amend the MMRP to allow for completion and approval of Restoration Plans after construction of Phases 1-7 but before any grading on Phase 8. Phase 8 Final Map and building permits cannot be issued until successful implementation of Restoration Plans.
- Restoration areas are contemplated to be located on conservation easements on land adjacent to Phase 8 owned at the time of the Settlement by the Armstrong Family, but off-site restoration is allowed.
- Parties to endeavor to negotiate and obtain conservation easements on the Armstrong Ranch within two years of the date of the recordation of the first final map. If conservation easements cannot be obtained on Armstrong Ranch within 2 years of first map, then parties to pursue conservation easement off-site within 30 months of the recordation of the first map.
- 2nd Amendment – Armstrong Owners became party to Settlement as successor to Creekbridge
- Armstrong agreed to record a Permanent Conservation and Open Space Easement over 50 acres north of and contiguous to Phase 8 between Highway 1 and Lapis Road including two vernal ponds in the conservation easement area. Conservation easement area satisfies all mitigation obligations for the Monterey Spineflower and Coastal Dune Scrub provided the conservation easement area and the on-site restoration area in Phase 8 equal at least 66 acres.
- Armstrong's obligation to grant the 50 acre permanent conservation easement is conditioned on finalization of the entitlements for the Marina Station project

including the Affordable Housing Agreement, Improvement Plans, Restoration and Mitigation Plans and Tentative and Final Maps.

- SCVC will not contest offsite mitigation of 42 acres of native grassland.

2. Settlement Agreement – Save Our Peninsula Committee

Parties: Save Our Peninsula Committee, Armstrong Owners, City of Marina, City Council of the City of Marina

Date: March 7, 2011

- City to require the payment of the TAMC fees prior to the issuance of building permits
- City to update fiscal impact study prior to issuance of final map taking into account the dedication of the conversation easements for habitat restoration
- City to make best efforts to complete GHG Emissions Inventory and approval Climate Action plan prior to January 1, 2013 (City has met this obligation)
- Developer can develop up to 680 homes, 71,904 square feet of office, 30,000 square feet of commercial and 325,812 square feet of industrial use after:
    - satisfaction of all conditions of approval
    - update fiscal impact study
    - requirement that no word burning stoves will be allowed in the project incorporated into project (SOP has agreed that this requirement can be covered in the homeowners association covenants, conditions and restrictions)
    - requirement that all single family homes will be equipped with solar panels as long as subsidy and tax credits remain effective (SOP has agreed that this requirement can be covered in the homeowners association covenants, conditions and restrictions)
    - submittal of ROG emission program as required by EIR Mitigation Measure (SOP and City have agreed that submittal will be required prior to approval of first final map)
    - conveyance of 50 acres of open space and conservation easement consistent with Sierra Club Settlement
- Remainder of Project can be developed when following additional conditions met:

    - Submittal by developer of report on effectiveness of emissions program and approval of the report by the City
    - conveyance of 33 acres into open space and conservation easements on property within Armstrong Ranch in addition to the 50 acres. Location of 33 acres requires approval of SOP

AGREEMENT, MUTUAL RELEASE AND COVENANT NOT TO SUE

This Settlement Agreement, Release and Covenant Not to Sue ("***Agreement***") is entered into by and among the Sierra Club, Ventana Chapter ("***SCVC***") and CreekBridge Homes, LLC ("***CreekBridge***"), effective as of April ___, 2008 ("Effective Date"). The entities entering into this Agreement are each referred to herein as "party" and collectively as "parties."

RECITALS

A. CreekBridge is a California Limited Liability Company seeking to develop the Marina Station Project ("***Marina Station***" or "***Project***"), a mixed-use project on the approximately 320-acre site located at the northern boundary of the City of Marina, as described in Exhibit A ("***Project Site***"). Marina Station includes 1,360 residential units, three neighborhood centers, an office center, an industrial center, parks and open space, and an Olson Elementary School Expansion site located generally along the north boundary of the City of Marina (APN# 203-011-023, 203-011-024,175-011-038, 175-011-045 and 175-011-046). The Project is depicted and described in the Marina Station Specific Plan and related project approvals consisting of a General Plan Amendment, Zoning Map and Zoning Ordinance Amendment, Vesting Tentative Map, Site and Architectural Design Review, Use Permit, an Environmental Impact Report (EIR), and a Development Agreement (the "***Project Approvals***").

B. SCVC is a non-profit, member-supported, public interest organization that promotes the conservation of the natural environment by influencing public policy decisions - legislative, administrative, legal, and electoral. SCVC is a chapter of Sierra Club California, whose mission is to promote the preservation, restoration, and enjoyment of California's environment, and enable chapters and grassroots activists to speak as one voice to promote California conservation.

C. On February 20, 2008, SCVC submitted a letter to the City of Marina ("City"), together with exhibits consisting of reports, memoranda, correspondence and other documents regarding technical issues relating to the EIR (collectively, the "***SCVC Letter***"). The SCVC Letter alleged that the EIR for Marina Station did not adequately disclose, evaluate or mitigate certain environmental impacts including, without limitation, impacts on biological resources. CreekBridge denied and continues to deny the allegations set forth in the SCVC Letter.

D. Between February 20 and March 4, 2008, representatives of CreekBridge and SCVC met to discuss the issues raised in the SCVC Letter and potential revisions to the Project. Based on these discussions, the parties reached an agreement in principle, which was approved by the President of CreekBridge and by the SCVC Executive Committee, under which CreekBridge agreed to file an application with the City of Marina for specified revisions to the Project and SCVC agreed to withdraw its challenge to the EIR and support the application for revisions. The revisions included relocation of two playing fields from Parcel 3 to Parcel 1 and the expansion of Parcel 1 by approximately 5

acres, resulting in a revised project as shown on Exhibit B, attached. These changes will create a larger buffer between Highway 1 and the new homes on Marina Station and will allow the existing two wet meadow areas on Parcels 1 and 3 to be preserved onsite. The agreement also deals with implementation of provisions concerning the timing and location of habitat restoration.

E. Based upon this agreement in principle, at the City Council meeting of March 4, 2008, CreekBridge requested the City Council to approve the Project in its then-existing form as the proposed revisions will take several months to prepare and will need to be reviewed by the City staff and Planning Commission and then the City Council. CreekBridge also informed the City Council that it was committed to proceeding diligently to prepare and submit an application to amend the Project to incorporate the agreed-upon revisions. SCVC confirmed the existence and terms of the agreement in principle.

F. The City Council unanimously voted to approve the Project Approvals as submitted.

NOW, THEREFORE, based on the above Recitals, which are incorporated into the terms of this Agreement, and in consideration of the mutual terms, conditions and covenants set forth herein, and for other good and valuable consideration, the parties agree as follows.

AGREEMENT

1.1 Phase 8 Modifications. Prior to the approval by the City of the first Final Map for the project, CreekBridge shall diligently prepare and submit an application to the City to revise Phase 8 of the Project to substantially conform to the revised map attached as Exhibit B and incorporated by this reference. These revisions include enlarging Parcel 1, relocation of some of the dwellings on Phase 8, relocation of the remaining displaced dwellings to Phase 7, and relocation of the playing fields from Parcel 3 to Parcel 1, which will allow for preservation of the two wet meadows on site, as depicted on Exhibit B. CreekBridge shall have the right to accept or reject any conditions of approval proposed to be imposed by the City in connection with such applications, provided the final application substantially conforms with the revised map attached as Exhibit B.

1.2 Habitat Restoration Requirements. Pursuant to Mitigation Measures 4.4-1 and 4.4-13 within the Mitigation Monitoring and Reporting Program (MMRP) of the Final EIR for the Project, a restoration plan ("***Restoration Plan***") must be prepared by a qualified biologist outlining the details pertaining to onsite and offsite habitat restoration areas to mitigate for the loss of Monterey spineflower, coastal dune scrub and native grassland ("***Habitat Restoration***"). Unless the parties otherwise agree in writing, "qualified biologist" shall mean the consulting firm of Denise Duffy and Associates of Monterey, California. Possible restoration sites identified in the EIR include, in addition to the Project Site, the adjacent Armstrong Ranch, the coastal dune scrub habitat west of Highway 1 either within Monterey Peninsula Regional Park District (MPRPD) land (Marina Dunes Reserve) or under private ownership, and land south of the project site owned by MPRPD adjacent to Locke Paddon Community Park. Additional sites will also be evaluated during the

preparation of the Restoration Plan.

(a) Coastal Dune Scrub and Native Grassland Acreage. Section 4.4-13 of the MMRP requires mitigation for impacts to 33 acres of coastal dune scrub at a 2:1 ratio (33ac x 2 = 66ac), and 21 acres of native grassland communities through revegetation, restoration and/or preservation at a 2:1 ratio (21ac x 2 = 42ac). The restoration and/or preservation shall be through a bonded program which may be either on- or off-site.

(b) Monterey Spineflower Acreage. Section 4.4-1 of the MMRP requires mitigation for the loss of 51 acres of Monterey spineflower through a bonded program of seed and/or soil bank salvage, establishment of a new spineflower restoration area at a 1:1 ratio (51ac x 1 = 51ac). The restoration may be either on- or off-site, and requires a managing and monitoring program to ensure that there will be no net loss of spineflower affected by the Project. The spineflower may be restored either separately or within the above-referenced acreage. (EIR § 4.4-13).

(c) Restoration Plan. Sections 4.4-1 and 4.4-13 of the MMRP provide that the Restoration Plan shall be completed and approved by the City prior to issuance of any grading or building permits for the Project. The portion of the Restoration Plan pertaining to spineflower must also be approved by the City and the U.S. Fish & Wildlife Service ("USFWS") prior to the issuance of any grading or building permits. The parties agree that, consistent with the terms and timelines set forth in this Agreement, CreekBridge will file an application with the City of Marina to amend the EIR and MMRP to provide that the Restoration Plan shall be amended to allow the recording of Final Maps and construction on Phases 1 through 7 of the project, but not Phase 8, prior to the Restoration Plan being approved. Until the Restoration Plan is approved, no grading may occur on Phase 8, except as needed along the edge of Phase 7 to conform to the final grades on Phase 7. Once the Restoration Plan is approved, Phase 8 may be graded to create the final contours and the restoration work may be preformed on Phase 8. Only when the Restoration Plan has been successfully implemented on all of the approved Restoration Areas pursuant to the success criteria in the Restoration Plan may CreekBridge apply for a Final Map and building permits for Phase 8 of the Project. SCVC shall support these applications to amend the EIR and MMRP. CreekBridge shall have the right to accept or reject any conditions of approval proposed to be imposed by the City in connection with such applications. CreekBridge, SCVC and the California Native Plant Society shall have the right (but not the obligation) to participate in the creation of the Restoration Plan, but these entities shall not have the legal right to approve or disapprove the Restoration Plan. Only the City of Marina and the USFWS shall have that right, except that any mitigation receiver-site property owner, such as the Monterey Peninsula Regional Park District (MPRPD) would have a legal right to approve the restoration plan along with the City and USFWS. SCVC reserves the right to legally challenge the Restoration Plan approved by the City and USFWS if it believes it to be inadequate.

(d) Success Criteria. The Restoration Plan shall include a monitoring program which describes annual monitoring efforts incorporating success criteria and contingency planning if success criteria for Habitat Restoration on the Restoration Areas described below are not met. Successful implementation shall be deemed to have occurred upon verification by a qualified biologist and City staff, in consultation with USFWS if required by the EIR, that the measures specified in the Restoration Plan have been successfully implemented. Unless the parties otherwise agree in writing, "qualified biologist" shall mean the consulting firm of Denise Duffy and Associates of Monterey, California

1.3 Onsite Restoration Acreage. The parties agree that restoration land shall first be designated on the Project Site. The balance of the restoration acreage ("***Remaining Acreage***") shall be located as set forth in Sections 1.4 and 1.5, below.

1.4 Primary Restoration Area. The parties agree that, provided appropriate agreements and conservation easements can be timely obtained, as set forth below, the balance of the Remaining Acreage will be established through a conservation easement on land adjacent to and north of Phase 8 on the Armstrong Ranch.

(a) Conservation Easement. The parties shall use diligent, commercially reasonable efforts to obtain the agreement of the Armstrong family to grant a conservation easement for the Remaining Acreage over land adjacent to and north of Phase 8 on Armstrong Ranch for Habitat Restoration. The conservation easement shall be held by a suitable non-profit entity (such as the Big Sur Land Trust) or government agency, which shall bear the cost of obtaining the easement, but shall not be responsible for any Habitat Restoration costs, which shall be borne by CreekBridge.

(b) Timing. The parties shall endeavor to negotiate and obtain the conservation easement on the Armstrong Ranch within two years of the date of recordation of the first final map for the Project ("***Map Recordation Date***"), with the objective of obtaining a completed and approved Restoration Plan within three years of such recordation date. If the parties are unable to obtain a conservation easement for the Remaining Acreage on the Armstrong Ranch within two years of the Map Recordation Date the parties shall pursue Habitat Restoration on the Secondary Restoration Area described below.

(c) Successful Implementation Goal. The parties intend that Habitat Restoration on the Primary Restoration Area and the Project Site shall be successfully implemented through designation of the restoration acreage on the Project Site and establishment of a conservation easement on the Primary Restoration Area within two years, completion and approval of the Restoration Plan within three years, and satisfaction of the success criteria specified in the Restoration Plan within nine years of the Map Recordation Date.

1.5 Secondary Restoration Area. If a conservation easement and approved Restoration Plan on the Armstrong Ranch north of the Project are not obtained within the

time specified in Section 1.4(c), the parties shall work together to acquire conservation easements for the Habitat Restoration for the Remaining Acreage on a single off-site State of California or MPRPD parcel within the general Marina area, but if a single restoration site is not obtained with 30 months of the Map Recordation Date, the parties shall pursue obtaining restoration rights on multiple parcels, including but not limited to (i) approximately 30 acres on MPRPD's Marina Dunes Preserve; (ii) approximately 11 acres on MPRPD's Locke-Paddon Park; and (iii) approximately 42 acres of native grassland as determined under the Restoration Plan (collectively, "***Secondary Restoration Area***"). The parties intend that Habitat Restoration on the Secondary Restoration Area and the Project Site shall be successfully implemented -- through designation of the restoration acreage on the Project Site, establishment of conservation easements on the Secondary Restoration Area, completion and approval of the Restoration Plan, and satisfaction of the success criteria specified in the Restoration Plan -- within nine years of the Map Recordation Date.

1.6 Challenge. In consideration of CreekBridge's agreement to modify the Project in accordance with this Agreement, SCVC agrees not to challenge the adequacy and legality of the EIR and CEQA process, directly or indirectly, or to or object to, or assist in any opposition or objection to, the Project, and shall not recommend or suggest, publicly or otherwise, any mitigation measures or conditions of approval in connection with the Project that are in addition to or different from those included in this Agreement and those imposed by the City as of the date of this Agreement. SCVC agrees to endorse the efforts, process, and spirit of cooperation of the Project with positive expectation for the success of the Primary Restoration Program. SCVC has not committed to endorsing the Project if the Primary Restoration Program is unsuccessful, but will consider endorsing the Project if the Secondary Restoration Program Plan B is successful. Nothing in this section shall foreclose SCVC from challenging the City's and/or USFWS's approval of the Restoration Plan as described in 1.2(c) above.

1.7 Withdrawal of Letter. SCVC agrees that the SCVC Letter shall be deemed formally withdrawn upon full execution of this Agreement.

1.8 SCVC Release. Except for the ability to enforce this Agreement, SCVC, for itself, and on behalf of its officers, directors, employees, partners, professionals, agents, insurers, attorneys, predecessors, successors, transferees, lessees, licensees, assigns and affiliates, hereby releases and forever discharges CreekBridge, and each of its officers, directors, employees, partners, professionals, agents, insurers, attorneys, predecessors, successors, transferees, assigns and affiliates of any kind or nature whatsoever from any and all past or presently existing claims, demands, controversies, actions, causes of action, obligations, liabilities, costs, expenses, attorneys' fees, and damages arising out of or relating to the subject matter of the SCVC Letter.

1.9 CreekBridge Release. Except for the ability to enforce this Agreement, CreekBridge, for itself, and on behalf of its officers, directors, partners, employees, professionals, agents, insurers, attorneys, predecessors, successors, transferees, lessees, licensees, assigns and affiliates, hereby releases and forever discharges SCVC and each of its officers, directors, employees, partners, professionals, agents, insurers, attorneys, predecessors, successors, tranferees, lessees, assigns and affiliates of any kind or nature

whatsoever from any and all past or presently existing claims, demands, controversies, actions, causes of action, obligations, liabilities, costs, expenses, attorneys' fees, and damages arising out of or relating to the subject matter of the SCVC Letter.

1.10 Covenant Not to Sue. Each party agrees that it will not commence, maintain, continue or voluntarily assist in any way in the prosecution by any other person or entity, of any claim or cause of action against any other party relating to or based upon any matter waived or released in this Agreement.

1.11 Attorney Consultation. The parties acknowledge that they have consulted with independently selected counsel, that they have reached this Agreement in consultation with their counsel, and that the terms of this Agreement have been explained to them by their counsel. The parties further acknowledge that they fully understand the terms of this Agreement, that and that they have executed this Agreement voluntarily, of their own free will and accord, and with advice of counsel. CreekBridge agrees to pay the Sierra Club's legal costs for negotiating and drafting this agreement and the terms of the conservation easement. Said cost not to exceed $10,000 without written approval from CreekBridge.

1.12 No Admission. This Agreement does not constitute and may not be construed as an admission of liability or fault by any party of any fact, issue of law or violation of law, nor will compliance with the Agreement constitute or be deemed an admission by any party of any fact, issue of law or violation of law. This Agreement may not be used as evidence of any wrongdoing, misconduct or liability by any party. The parties agree that neither the fact of execution nor any of the terms of this Agreement shall be admissible in any pending or future proceeding involving the parties, or any of them, except in a proceeding to enforce the terms of this Agreement.

1.13 Successors. This Agreement shall be binding upon and for the benefit of the parties released herein, as well as their respective successors, grantees, lessees, devisees, trustees, receivers, executors, representatives and assigns, and each of them.

1.14 Notice. If any party to this Agreement is required to, or elects to, give written notice in connection with this Agreement, it shall do so in the manner set forth in this paragraph. Any such written notice shall be sent by both facsimile transmission and reputable overnight courier to each of the following representatives of the parties. Notice shall be deemed to be given and effective on the date fully received by facsimile transmission, if such notice is given by facsimile transmission to all recipients between 9:00 a.m. and 4:00 p.m. on a weekday. If notice is given by facsimile transmission after 5:00 p.m. on a weekday or on a weekend day, notice shall be deemed received on the next succeeding weekday. If the designated recipient or address of any party or its attorney changes, that party should provide notice of that change in conformance with this paragraph.

The persons who are authorized to receive notice are as follows.

To SCVC:

Steve Zmak

Executive Committee
Sierra Club, Ventana Chapter
(Monterey & Santa Cruz Counties)
3200 Crescent Ave.
Marina, CA 93933
Tel: 831-883-4459

with a copy to:

Mark Wolfe, Esq.
M.R. Wolfe & Associates
49 Geary Street, Suite 200
San Francisco, CA 94108
Tel: 415-369-9400

To CreekBridge:

Hugh P. Bikle
President
CreekBridge Homes, LLC
2093 Landings Drive
Mountain View, CA 94043
Tel: 831-628-0826

with a copy to:

Geoffrey L. Robinson, Esq.
Bingham McCutchen LLP
1333 N. California Blvd., Suite 210
Walnut Creek, CA 94596
Tel: (925) 975-5335

1.15 Representations and Warranties. Each party represents and warrants that it has the sole right and exclusive authority to execute this Agreement. Each party represents that it is duly authorized to enter into this Agreement, and each person signing on behalf of an entity represents that he or she is duly authorized to sign on behalf of that entity.

1.16 Interpretation. Each party mutually acknowledges that it and its attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty, this Agreement shall be construed without regard to which of the parties caused the uncertainty to exist.

1.17 Entire Agreement. This Agreement sets forth the entire understanding of the parties relating to the transactions it contemplates, and supersedes all prior writings, documents, negotiations, proposed agreements, correspondence and understandings

relating to them, whether written or oral. There are no obligations, commitments, representations or warranties relating to them except those expressly set forth in this Agreement.

1.18 No Third party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express parties to it, and their respective permitted successors and assigns.

1.19 Amendments; Waivers. No amendment of, supplement to or waiver of any obligations under or provisions of this Agreement will be enforceable or admissible unless set forth in a writing signed by the party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

1.20 Available Remedies. If legal action is brought by either party to enforce any term or provision of this Agreement, the full range of remedies available at law or in equity shall be available, including injunctive relief and specific performance.

1.21 Prevailing party Attorneys' Fees. If legal action or other proceeding, including but not limited to an arbitration or judicial reference proceeding, and whether in contract, tort or otherwise, is commenced as a result of a dispute which arises under or relates to any provision of this Agreement, the losing party shall pay the prevailing party's actual attorneys' fees, costs, expert witness fees and other expenses incurred in preparation for and conduct of that action or proceeding, appeal of judgment, and enforcement and collection of judgment or award. These fees and expenses include but are not limited to those spent on arbitration, confirming an arbitration award in court and collection of the resulting judgment. All these fees and expenses shall be made part of any judgment or award entered as a result of any dispute arising under or relating to any provision of this Agreement.

1.22 No Business Relationship. Nothing contained in this Agreement shall be construed to constitute the parties as partners, joint venturers, co-owners, agents or otherwise as participants in a joint or common undertaking.

1.23 Counterparts. The parties may execute and deliver this Agreement in any number of counterparts or copies (which may be transmitted by facsimile), and each counterpart shall be deemed an original and taken together shall be considered to be the entire Agreement.

1.24 Reasonable Cooperation. Each party agrees to take any and all reasonable actions requested by any other party to this Agreement that are reasonably necessary for the implementation of this Agreement, provided that no party shall be required under this paragraph to incur any monetary obligation, liability, loss or expense in connection with taking any such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by their duly authorized representatives.

SIERRA CLUB, VENTANA CHAPTER

By: _____

Name: Steve Zmak

Title: Chapter Executive Committee Member

By: _____

Name: Rita Dalessio

Title: Chapter Executive Committee Chair

CREEKBRIDGE HOMES, LLC

By: _____

Hugh P. Bikle

President

1.1 the resulting judgment. All these fees and expenses shall be made part of any judgment or award entered as a result of any dispute arising under or relating to any provision of this Agreement.

1.2 **No Business Relationship.** Nothing contained in this Agreement shall be construed to constitute the parties as partners, joint venturers, co-owners, agents or otherwise as participants in a joint or common undertaking.

1.3 **Counterparts.** The parties may execute and deliver this Agreement in any number of counterparts or copies (which may be transmitted by facsimile), and each counterpart shall be deemed an original and taken together shall be considered to be the entire Agreement.

1.4 **Reasonable Cooperation.** Each party agrees to take any and all reasonable actions requested by any other party to this Agreement that are reasonably necessary for the implementation of this Agreement, provided that no party shall be required under this paragraph to incur any monetary obligation, liability, loss or expense in connection with taking any such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by their duly authorized representatives.

SIERRA CLUB, VENTANA CHAPTER

By: _____
Name: Steve Zmak
Title: Chapter Executive Committee Member

By: Rita Dalessio
Name: Rita Dalessio
Title: Chapter Executive Committee Chair

CREEKBRIDGE HOMES, LLC

EXHIBIT A

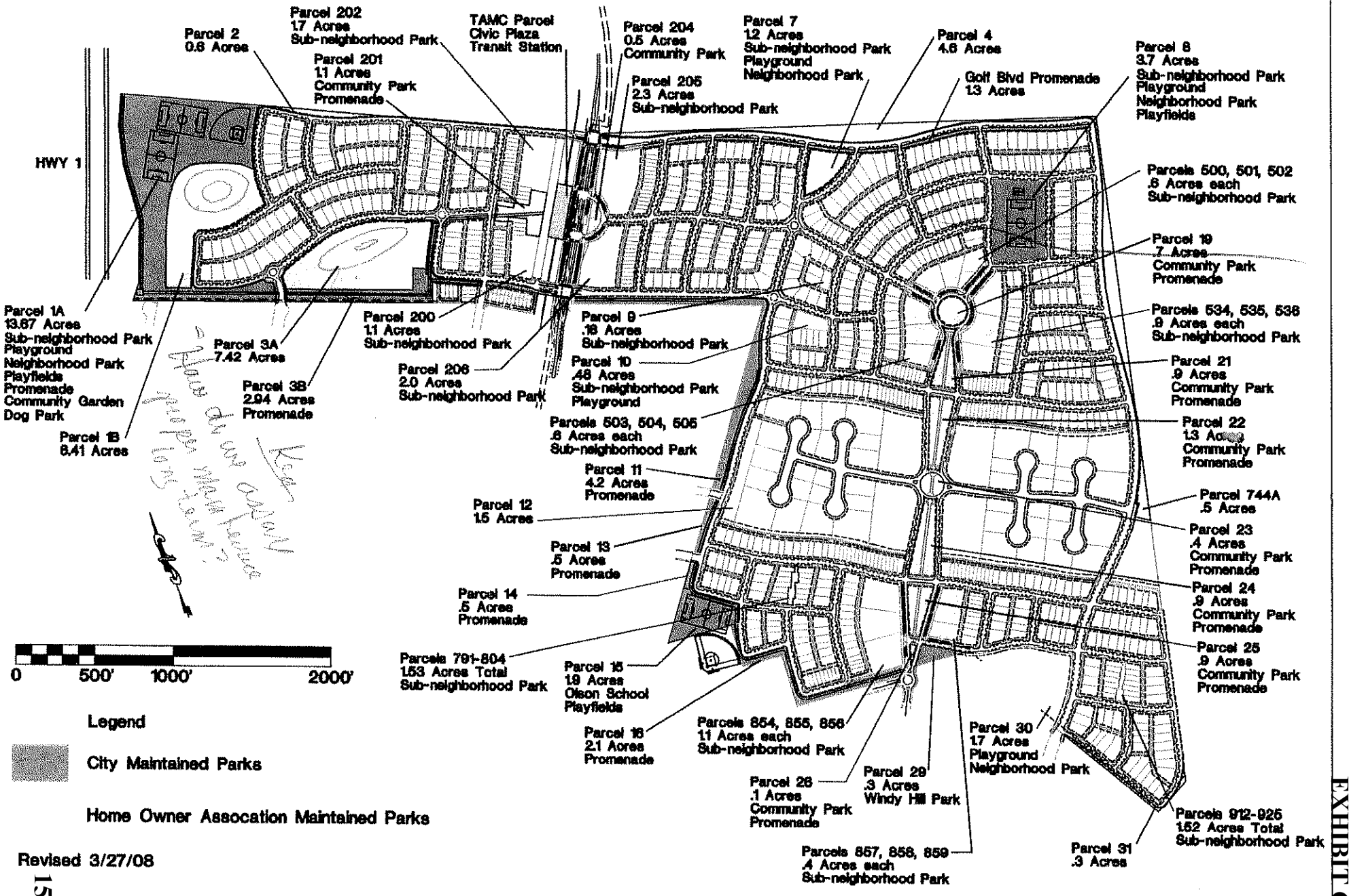
Legal Description of Project Site

EXHIBIT B

Map Depicting Project Revisions

Park Maintenance

Exhibit



Legend

City Maintained Parks

Home Owner Assocation Maintained Parks

Revised 3/27/08

EXHIBIT G

FIRST AMENDMENT TO AGREEMENT, MUTUAL RELEASE AND COVENANT NOT TO SUE

THIS FIRST AMENDMENT TO AGREEMENT, MUTUAL RELEASE AND COVENANT NOT TO SUE ("Amendment") is made and effective as of the ___ day of _____, 2008, by and between **CREEKBRIDGE HOMES, LLC,** a California limited liability company ("CreekBridge"), and **SIERRA CLUB, VENTANA CHAPTER** ("SCVC")

RECITALS:

A. In April 2008 CreekBridge and SCVC executed that certain Agreement, Mutual Release And Covenant Not to Sue ("Agreement")

B. CreekBridge and SCVC desire to amend the Agreement to provide for the clarification that the third party identified in the attached Exhibit A is not subject to the terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CreekBridge and SCVC hereby agree as follows:

AGREEMENT:

1. **Defined Terms**. All capitalized terms used in this Amendment which are not otherwise defined in this Amendment shall have the meanings given to such terms in the Agreement.

2. **No Third Party Beneficiaries**. The following is hereby added to the end of Section 1.18:

The Armstrong family, as defined by the attached Exhibit A, along with their successors, grantees, lessees, devisees, trustees, receivers, executors, representatives and assigns ("Armstrong"), are hereby deemed as not a party to this Agreement. Nothing in this Agreement, whether express or implied, is intended to impose any obligation or benefit upon Armstrong.

3. **Full Force and Effect**. As amended by this Amendment, the Agreement is hereby ratified and affirmed and shall continue in full force and effect.

4. **Governing Provision**. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall govern, control and prevail.

5. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together shall constitute but a single instrument. Signatures on executed counterparts sent by electronic transmissions shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment individually or by their duly authorized representatives.

SIERRA CLUB, VENTANA CHAPTER

By: _____
Name: Steve Zmak
Title: Chapter Executive Committee Member

By: _____
Name: Rita Dalessio
Title: Chapter Executive Committee Chair

CREEKBRIDGE HOMES, LLC

By: _____
Name: Hugh Bikle
Title: President

Exhibit A

Armstrong
CLYDE W. JOHNSON, III, Trustee of the Lois and Clyde Johnson, Jr. 1989 Irrevocable Trust
J & J ARMSTRONG LIMITED PARTNERSHIP
IRVINE ARMSTRONG, JR. and CAROL V. ARMSTRONG, as Trustees of the Irvine Armstrong, Jr. and Carol V. Armstrong Revocable Trust under Trust Agreement dated December 12, 1995
SUSANNE IRVINE ARMSTRONG
SUSANNE IRVINE ARMSTRONG, JAMES IRVINE ARMSTRONG, JR. AND JOHN A. ARMSTRONG, as Co-Trustees, to be held in trust for the benefit of Mary Janet Armstrong Weber as set forth in the Order Settling Report of Trustees due to the death of Lois Armstrong, etc., in the Estate of Irvine Armstrong, also known as James Irvine Armstrong, deceased, recorded January 4, 1988 in reel 2191 at page 643
DARRELL L. MURRAY, or his successor or successors, as Trustee of the Sandra Armstrong Murray Revocable Trust U/A dated March 7, 1989
JAY M. ARMSTRONG FAMILY LIMITED PARTNERSHIP
EDWIN A. JOHNSON
CLYDE W. JOHNSON, III and LAURENA JOHNSON FAMILY LIMITED PARTNERSHIP, a California limited partnership
IRVINE ARMSTRONG, JR. AND CAROL V. ARMSTRONG, as Trustees of the Irvine Armstrong, Jr. and Carol V. Armstrong Revocable Trust under Trust Agreement dated December 12, 1995, JAY M. ARMSTRONG FAMILY LIMITED PARTNERSHIP and J & J ARMSTRONG LIMITED PARTNERSHIP, as tenants in common
EDWIN A. JOHNSON

SECOND AMENDMENT TO AGREEMENT, MUTUAL RELEASE AND COVENANT NOT TO SUE

THIS SECOND AMENDMENT TO AGREEMENT, MUTUAL RELEASE AND COVENANT NOT TO SUE ("Second Amendment") is made and effective as of the 9th day of June, 2010, by and between **ARMSTRONG OWNERS** ("Armstrong"), and **SIERRA CLUB, VENTANA CHAPTER** ("SCVC"), collectively "the parties."

RECITALS:

A. In April 2008 Creekbridge Homes, LLC ("Creekbridge") and SCVC executed that certain Agreement, Mutual Release And Covenant Not to Sue ("Agreement") pertaining to a development known as Marina Station located on a portion of the Armstrong Ranch in the City of Marina, Monterey County, California. The Agreement is binding upon and for the benefit of the successors, representatives and assigns of the parties.

B. In October of 2008 Creekbridge and SCVC executed that certain First Amendment to Agreement, Mutual Release and Covenant Not to Sue ("First Amendment"), which clarified that the Armstrong Owners were not a party to the Agreement and that nothing in the Agreement imposed any obligation or benefit upon the Armstrong Owners.

C. Creekbridge has withdrawn from the Marina Station project.

D. The Armstrong Owners are the owners of the Armstrong Ranch, including the portions on which the Marina Station project is located, and are referred to collectively in this Second Amendment as "Armstrong." Notwithstanding the First Amendment, Armstrong is the successor in interest to Creekbridge, and has agreed to become a party to the Agreement, subject to all rights and obligations imposed thereunder.

E. Armstrong and SCVC desire to further amend the Agreement to provide additional details and expanded mitigation for implementation of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Armstrong and SCVC hereby agree as follows:

AGREEMENT.

1. **Defined Terms**. All capitalized terms used in this Amendment which are not otherwise defined in this Amendment shall have the meanings given to such terms in the Agreement.

2. **Phase 8 Modifications**. The parties acknowledge and agree that the Phase 8 Modifications described in Section 1.1 of the Agreement will involve displacing some of the planned dwellings and relocating others within Phases 7 & 8. With these modifications there will be total on-site mitigation of approximately 25 acres for both the coastal dune scrub and the Monterey spineflower, including approx. 18 acres of contiguous mitigation in Phase 8.

3. **Off-Site Mitigation.** In connection with implementation of the Habitat Restoration Requirements contained in Section 1.2 of the Agreement, SCVC will not contest off-site mitigation (i.e., outside of the Armstrong Ranch, in such areas as Garland Ranch, Tres Pinos, among others) for the balance of the 42 acre native grassland mitigation requirement that cannot be included within the on-site or conservation easement restoration site.

4. Restoration Plan. Notwithstanding the provisions of Section 3 above, the Restoration Plan shall be prepared in a manner consistent with Section 1.2 of the Agreement. The Restoration Plan shall include a study of, and recommendations for, restoration and/or mitigation of breeding, foraging/hunting and migratory habitat for the following special status species reported in the Marina Station EIR (certified March 4, 2008) as having been observed on the project site: burrowing owl; northern harrier; California horned lark; loggerhead shrike; California tiger salamander; black legless lizard; coast horn lizard; American badger. SCVC and the California Native Plant Society shall have the right (but not the obligation) to participate in the creation of the Restoration Plan, but not the legal right to approve or disapprove the Restoration Plan. SCVC reserves the right to challenge the Restoration Plan approved by the City and USFWS if it believes it to be inadequate.

5. **Conservation and Open Space Easement**. Subject to the satisfaction of all conditions precedent contained in this Second Amendment, Armstrong agrees to record a Permanent Conservation and Open Space Easement on 50 acres of the Armstrong Ranch north of and contiguous to the proposed Phase 8 development between Hwy 1 and Lapis Road configured with extended frontage along Hwy1 and to include the two (2) vernal ponds located within in this area (the "Easement Area"). This easement, together with the 18 acres of contiguous on-site mitigation in Phase 8 shall represent full and complete satisfaction of all mitigation requirements of the Marina Station project for both Monterey Spineflower and Coastal Dune Scrub, provided that the Easement Area plus the on-site restoration area within Phase 8 is equal to or greater than sixty-six (66) contiguous acres. Armstrong shall reserve all rights to transfer or convey title to the Easement Area for fair and reasonable compensation (subject to the Permanent Conservation and Open Space Easement) and to use the Easement Area as a mitigation area.

6. **SCVC Legal Costs.** Armstrong agrees to pay SCVC's legal costs for negotiating and drafting this Second Amendment and the terms of the conservation easement.

7. **Conditions Precedent.** Armstrong's obligations under this Second Amendment, including the obligation to convey the Conservation and Open Space Easement pursuant to Section 5 above, are expressly conditioned upon a) the settlement and successful resolution on terms acceptable to Armstrong of Monterey County Superior Court Case No. 90148, *Save Our Peninsula Committee v. City of Marina et al.*; and b) finalization of all remaining entitlements for the Marina Station project including, but not limited to, approval of an Affordable Housing Agreement; Improvement Plans; Restoration and Mitigation Plans; Tentative and Final Maps.

8. **Cooperation.** The parties agree to pursue the implementation of the Agreement in a spirit of good faith understanding and a long term working arrangement between the parties to work cooperatively together over the years on potential subsequent modifications or revisions to the Marina Station site plan that may be required, provided however that such modifications or revisions do not materially intensify the overall level of development or expand the footprint of the proposed development beyond the scope provided for by the Agreement. Such a good faith cooperative understanding is an essential provision of this Second Amendment, recognizing that a project of the size and scope of Marina Station will take a number of years to fully develop and there could be changes in market conditions and/or product innovations that would necessitate some project modifications.

9. **Substitution of Party.** Armstrong is hereby substituted in the place and stead of Creekbridge as a party to the Agreement, assumes all of the obligation of Creekbridge under the Agreement, and succeeds to all of the rights and benefits of Creekbridge under the Agreement.

10. **Full Force and Effect.** As amended by this Second Amendment, the Agreement is hereby ratified and affirmed and shall continue in full force and effect.

11. **Governing Provision.** In the event of a conflict between the provisions of this Second Amendment and the provisions of the Agreement and First Amendment, the provisions of this Second Amendment shall govern, control and prevail.

12. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together shall constitute but a single instrument. Signatures on executed counterparts sent by electronic transmissions shall have the same force and effect as original signatures.

13. **Notice.** The persons authorized to receive notice under section 1.14 of the Agreement are:

To SCVC:

Steve Zmak
Executive Committee
Sierra Club, Ventana Chapter
(Monterey & Santa Cruz Counties)
3200 Crescent Ave.
Marina, CA 93933
Tel: 831-883-4459

with a copy to:

Mark Wolfe, Esq.
M.R. Wolfe & Associates
49 Geary Street, Suite 200
San Francisco, CA 94108

Tel: 415-369-9400

To Armstrong Owners:

Jack Armstrong
270 River Road
Salinas, CA 93908
Tel: 831-455-1907

with a copy to:

Brian Finegan, Esq.
P. O. Box 2058
Salinas, CA 93902
Tel: 831-757-3641

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment individually or by their duly authorized representatives.

SIERRA CLUB, VENTANA CHAPTER	ARMSTRONG OWNERS
By_____ Name: Steve Zmack Title: Chapter Executive Committee Member	By_____ Name: James Irvine Armstrong, Jr. Title: Attorney-in-Fact
By_____ Name: Rita Dalessio Title: Chapter Executive Committee Chair	By_____ Name: John A. Armstrong Title: Attorney-in-Fact

with a copy to:

Mark Wolfe, Esq.
M.R. Wolfe & Associates
49 Geary Street, Suite 200
San Francisco, CA 94108

Tel: 415-369-9400

To Armstrong Owners:

Jack Armstrong
270 River Road
Salinas, CA 93908
Tel: 831-455-1907

with a copy to:

Brian Finegan, Esq.
P. O. Box 2058
Salinas, CA 93902
Tel: 831-757-3641

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment individually or by their duly authorized representatives.

SIERRA CLUB, VENTANA CHAPTER	ARMSTRONG OWNERS
By_____ Name: Steve Zmack Title: Chapter Executive Committee Member	By_____ Name: James Irvine Armstrong, Jr. Title: Attorney-in-Fact
By Rita Dalessio Name: Rita Dalessio Title: Chapter Executive Committee Chair	By_____ Name: John A. Armstrong Title: Attorney-in-Fact

with a copy to:

Mark Wolfe, Esq.
M.R. Wolfe & Associates
49 Geary Street, Suite 200
San Francisco, CA 94108

Tel: 415-369-9400

To Armstrong Owners:

Jack Armstrong
270 River Road
Salinas, CA 93908
Tel: 831-455-1907

with a copy to:

Brian Finegan, Esq.
P. O. Box 2058
Salinas, CA 93902
Tel: 831-757-3641

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment individually or by their duly authorized representatives.

SIERRA CLUB, VENTANA CHAPTER	ARMSTRONG OWNERS
By_____	By_____
Name: Steve Zmack	Name: James Irvine Armstrong, Jr.
Title: Chapter Executive Committee Member	Title: Attorney-in-Fact
By_____	By_____
Name: Rita Dalessio	Name: John A. Armstrong
Title: Chapter Executive Committee Chair	Title: Attorney-in-Fact

SETTLEMENT AGREEMENT

EXHIBIT G

This Settlement Agreement is made as of the 7th day of March, 2011, by and between SAVE OUR PENINSULA COMMITTEE , Petitioner; THE CITY OF MARINA, a municipal corporation in the State of California; THE CITY COUNCIL OF MARINA, legislative body for the CITY OF MARINA, and ARMSTRONG OWNERS (ARMSTRONG)

This Agreement is made with reference to the following facts and circumstances:

A. The CITY OF MARINA approved the Marina Station project, certified the Environmental Impact Report for the Project and approved by resolution other legislative and land use approvals on March 4, 2008.

B. The total project consists of approximately 1,360 residences, 60,000 square feet of commercial retail, 143,808 square feet of office use and 651,624 square feet of Industrial uses. The project is located on a portion of the Armstrong Marina Ranch which is owned by the Armstrong family (Armstrong Owners)

C. On April 3, 2008 SAVE OUR PENINSULA COMMITTEE filed a Writ of Mandate in the Monterey Superior Court, Case Number 90148 (the Action) challenging the adequacy of the Environmental Impact Report certified by the CITY and the other land use and legislative approvals approved by the CITY on March 4, 2008 (collectively, the Entitlements).

D. On or about June 25, 2010 J AND J ARMSTRONG LIMITED PARTNERSHIP intervened into Case Number 90148. J AND J ARMSTRONG LIMITED PARTNERSHIP is one of the owners of the Armstrong Marina Ranch, and intervened on behalf of all of the Armstrong Owners.

E. The Transportation Agency for Monterey County (TAMC) prepared a nexus study (Kimley-Horn, March 26, 2008) for a Regional Development Impact Fee (RDIF) based on the Association of Monterey Bay Area Governments' Regional Travel Demand Model (the Nexus Study). The Nexus Study identified regional transportation projects necessary to mitigate the impacts of new development in the region which impact the regional transportation network. Based on the Nexus Study, TAMC adopted the RDIF and prepared a Joint Powers Agreement for administration of the RDIF. The City of Marina has adopted the Joint Powers Agreement and the ordinance imposing the RDIF requiring all new development in the City of Marina, including the project, to pay the RDIF. The joint powers agreement and the RDIF became effective on August 27, 2008.

F. The Marina General Plan EIR contains Mitigation Measure 8.1(B) (Marina Participation in Fair-Share Regional Financing Program), referred to herein as "MM 8.1(B)," that reads as follows:

> *"Marina will participate in a regional transportation financing mechanism, if and when adopted by TAMC, and will undertake the steps necessary to fund its "fair share" of regional roadway and transit capital improvements (through traffic impact fees exacted from developers in portions of Marina outside of former Fort Ord) based on a nexus analysis of the updated regional transportation model. If such a financing mechanism is not in place at the time a Specific Plan application for Armstrong Ranch is submitted to the City for consideration, the City's capital improvement program should be updated to include a nexus study for the affected section of Highway 1 within the Marina Planning Area for the purpose of determining needed interchange improvements, the cost of such improvements, and the fair-share portion of such improvement costs which should be assumed by Armstrong Ranch development and other new development which would significantly impact those highway segments within the planning area."*

G. The Marina General Plan EIR contains Mitigation Measure 8.1(C) (Update of Regional Traffic Impact Analysis by Armstrong Ranch), referred to herein as "MM 8.1(C)," that reads as follows:

> *"As part of the environmental review undertaken for the required Armstrong Ranch Specific Plan, an update of the regional and cumulative traffic impact analysis contained in the Marina FORA Reuse Plan EIR shall be undertaken for the purpose of identifying traffic-related impacts (and corresponding fair share funding of needed improvements) on the regional road system related to build-out of the Armstrong Ranch as allowed under the Marina General Plan."*

H. It is now the desire and intent of the Parties hereto to finally and completely settle this litigation, the Action and all issues and claims related thereto, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and other valuable consideration, the receipt of which is acknowledged by the parties, the parties hereto agree as follows:

1. Recitals A-H above are hereby incorporated herein by reference thereto.

2. Except as otherwise stated herein, prior to the CITY OF MARINA issuing a final map and/or permit for any grading on the subject property pursuant to the approvals that are the subject matter of the instant litigation the following shall be accomplished and/or acknowledged as having been accomplished:

A. The City of Marina represents that it determined that the TAMC nexus study dated March 26, 2008, which includes analysis of the section of Highway 1 within the Marina Planning Area and determines the fair-share obligation of new development for needed regional transportation improvements, and the adoption by the City of the Joint Powers Agreement and ordinance imposing the Regional Development Impact Fee (RDIF) fulfills the mandates of General Plan EIR Mitigation Measure 8.1(B). Petitioner will not object to such a determination.

B. As part of the environmental review for the Marina Station Specific Plan and by subsequent actions Marina FORA Reuse Plan EIR (by TAMC in 1996) was updated by the TAMC Nexus Study for the Regional Impact Fee (2004) and by the Final Updated Regional Impact Fee Nexus Study (2008) and the enactment of the Regional Development Impact Fee (RDIF) in August 2008. The City requires the Marina Station project to pay the RDIF as its fair share of the funding for the identified needed improvements to the regional road system. . The City represents that it has determined that the foregoing actions adhere to and satisfy the policy requirements of General Plan Mitigation Measure 8.1(C). Petitioner will not object to such a determination.

C. The City will require an updated Fiscal Impact Report prior to the issuance of a final map and/or permit for any grading on the subject property. In updating the report and considering consistency with City's fiscal neutrality policy, the City shall take into consideration the economic, legal, social, technological and other benefits derived from the ARMSTRONG OWNERS dedication into conservation easements of 83 acres within the Armstrong Marina Ranch for habitat restoration as spelled out in this agreement and the agreement between the ARMSTRONG OWNERS and the Sierra Club.

D. Assessment of Greenhouse Gas emissions per CEQA Guidelines.

1. The City shall make a reasonable effort, subject to scheduling and funding by AMBAG, to complete the Community-wide GHG Emissions Inventory and approve a GHG Climate Action Plan or its equivalent prior to January 1, 2013. If the Climate Action Plan is not completed by January 1, 2013, but the City thereupon makes a representation that it has made a reasonable effort to complete the Climate Action Plan, Petitioner will not object to such representation.

2. The City shall give notice to the Armstrong Owners regarding the preparation of the GHG Climate Action Plan.

E. Notwithstanding anything to the contrary contained in this agreement, the developer of the project shall be entitled to record final maps and obtain building permits and to develop up to 680 residences (but not Phase 8), 30,000 square feet of commercial retail uses, 71,904 square feet of office uses, and 325,812 square feet of industrial uses ("Increment One") upon the occurrence of the following: i) the execution of this agreement by all parties; ii) the dismissal of the Action; iii) the satisfaction of all conditions of approval previously applied by the City (or modified by the City pursuant

to the provisions of the Sierra Club agreement) to the Entitlements for the portions of the project for which permits are obtained; iv) satisfaction of the requirements of sub-paragraphs 2(C), 2(F) and 2(G) of this agreement; v) submittal by the developer of an ROG emission program as required by Final EIR Mitigation Measure 4.3-5, including criteria for assessing effectiveness of the program; and vi) the conveyance of the 50 acres into open space and conservation easement as required by the agreement between the Armstrong Owners and the Sierra Club. The developer of the project shall not be entitled to file final maps and obtain building permits for the balance of the project ("Increment Two") until all of the following have occurred: i) the satisfaction of all conditions of approval previously applied by the City (or modified by the City pursuant to the provisions of the Sierra Club agreement) to the Entitlements for the portions of the project for which permits are obtained; ii) satisfaction of the requirements of sub-paragraph 2(D) of this agreement; iii) Submittal by the developer of a report on the effectiveness of the ROG emission program and approval of said report by the City; and iv) conveyance of 33 acres into open space and conservation easement on property within the Armstrong Marina Ranch. The 33 acres will be in addition to the Armstrong Owners' agreement with the Sierra Club to convey 50 acres into open space and conservation easement on property located within the Armstrong Marina Ranch outside of the boundaries of the project. There would then be a total of 83 acres of property located within the Armstrong Marina Ranch that would be transferred into conservation easement by the Armstrong Owners. As to the 33 acres that is being added by this agreement, the Armstrongs shall determine the suitable site on the Armstrong Marina Ranch for habitat restoration for native grasslands. The location of the 33 acres shall require the approval of SOP. Said approval shall not be unreasonably withheld.

F. Add to Development Agreement and Specific Plan approvals that there shall be no wood burning stoves in any residence, commercial (other than barbeques and pizza ovens in restaurants) or industrial parcel and that a restrictive covenant shall be filed on each lot of record with the county recorder's office specifying that no wood burning stoves are permitted.

G. Add condition that i) all new detached single-family homes in the project shall be equipped with solar electric panels as long as the January 2006 subsidy and tax credit program remains in effect, and ii) if the solar subsidy/tax credit program is no longer in effect, the developer shall equip all new single-family homes in the project with infrastructure so that solar panels can be added

H. If the City fails or refuses to satisfy in a timely manner the tasks referred to in sub-paragraphs C or D of this Paragraph 2, the Armstrong Owners or the developer of the project, shall have the right, but not the obligation, to complete the task or cause it to be completed, and pay the project's fair share of the cost thereof. The City shall recover from developers of other projects within the City their fair share of the costs incurred by the Armstrong Owners or the developer in completing such task, or causing it to be completed, and from said funds shall reimburse the Armstrong Family or their developer, as the case may be, for the costs incurred by them over and above the project's fair share of such costs..

3. **Abandonment of Claims and Challenges.** Petitioner shall forthwith file a dismissal with prejudice of the Action and abandon the prosecution of any and all claims and causes of action arising from the Petition and the alleged lack of City's compliance with California Environmental Quality Act and the General Plan and Zoning Statutes heretofore sued upon in any court and including, without limitation, Case Number 90148 pending in the Superior Court of California, County of Monterey. Such abandonment shall be reflected in a dismissal with prejudice to be filed by Petitioner promptly upon execution of this Agreement. Petitioner shall support the City's approval of the Agreement between the ARMSTRONG OWNERS and the Sierra Club. Upon the filing of the dismissal, all of the Entitlements for the project, with the exception of the Development Agreement, shall be deemed in full force and effect, subject to the provisions of this agreement and the conditions previously applied by the City to the project, with all timelines for expiration of said entitlements to run from the date of the filing of the dismissal.

4. **Fees and Costs.** The Armstrong Owners agree to pay Richard H. Rosenthal the sum of $187,500.00 for fees and costs incurred in this litigation. The Armstrong Owners shall deposit this sum with Brian Finegan, Attorney at Law, within five (5) days after the execution by all parties of this agreement. Said deposit shall be held by Brian Finegan in a separate account, in trust for the benefit of Richard H. Rosenthal, and shall be delivered to Richard H. Rosenthal promptly upon filing of the dismissal with prejudice and presentation to Brian Finegan of a conformed copy of the filed dismissal with prejudice. .

5. **Settlement Not Admission.** The parties agree that this Agreement and the settlement reached herein does not and shall not constitute or be construed in this matter or any other matter as an admission or indication on the part of the CITY that the CITY'S approval of the Project or any process or procedure related thereto violates or violated any statute, ordinance, or other requirement of law in any manner or respect whatsoever, or that any document or resolution relied on or adopted was deficient in any respect, or that any of the allegations in the Petition providing any basis for the relief sought are true.

6. **Release.** Except for the retention of jurisdiction over the parties hereto to insure compliance with the terms and conditions of this Agreement provided in Paragraph 7 below, by execution of this Agreement, the parties hereto mutually release and fully discharge each other and any and all of their present and past officers, partners, agents, employees, elected officials, insurers, attorneys and representatives and any other person, firm, entity or corporation against which the parties should at any time in the future seek relief, from any and all claims, demands, or causes of action in any manner related to, or arising from any actions or inactions, any errors or omissions and any involvement in any transactions or occurrences related in any way, either directly or indirectly, to the allegations in the Petition. .

7. **Performance of Agreement and Dispute Resolution**. The parties agree to do all things necessary to effectuate the terms of this Agreement and not to do or fail to do anything directly or indirectly, that will interfere with the implementation of the terms and conditions of this Agreement. If a dispute arises concerning a Party's compliance with this Agreement, the Party asserting breach shall provide written notice of that assertion to the allegedly breaching Party. Within 14 days of receipt of that notice, if the circumstances constituting the alleged breach have not been cured, the Parties shall meet and confer to attempt in good faith to resolve the dispute. The parties understand that CCP 664.6 allow trial courts to retain jurisdiction to enforce the terms of the Settlement Agreement to the extent the parties elect to submit disputes regarding compliance with the agreement to the court. With this understanding, the parties agree that the trial court shall retain jurisdiction to hear disputes regarding any actions taken by any party pursuant to this Settlement Agreement. Any such proceeding regarding any actions taken by the City shall be limited to and based upon the record of the City's proceedings on the contested matter.

8. **Severability.** Every provision of this Agreement is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid, for any reason, whatsoever, by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

9. **Voluntary Agreement.** The parties hereto declare that they have read and understand this Agreement and warrant and represent that this Agreement is executed by them voluntarily without duress or undue influence on the part of or on behalf of any party hereto. The parties hereby acknowledge that they have been represented in negotiations and for the preparation of this Agreement by counsel of their own choice, that they have read this Agreement and have had it fully explained to them by said counsel, and that they are fully aware of the contents of this Agreement and of the legal effect of each and every provision hereof.

10. **Entire Agreement.** This Agreement contains the sole and entire agreement and understanding between the parties, with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related hereto, if any, are hereby merged herein. No representations, oral or otherwise, expressed or implied, other than those contained herein have been made by any party hereto with respect to the matters contained herein.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one agreement.

12. **Notice.** Any notices required by this Agreement shall be in writing and shall be deemed to have provided when delivered to the addresses for the other Parties at the addresses provided in this paragraph, or at such other address for a Party as shall have

been specified by the Party in written noticed provided to other Parties. Notices hall be addressed and delivered as follows:

To City

Anthony J. Altfeld
City Manager
City of Marina
211 Hillcrest Avenue
Marina, CA. 93933
with copy to:

Rob Wellington
City of Marina, City Attorney
Wellington Law Offices
857 Cass Street, Suite D
Monterey, CA. 93940

To Armstrong Owners

John A. Armstrong
270 River Road
Salinas, CA 93908

with copy to:

Brian Finegan
60 West Alisal Street, Suite 1
Salinas, CA. 93902

To Save Our Peninsula Committee

Save Our Peninsula Committee
In care of Richard H. Rosenthal
P.O. Box 1021
Carmel Valley, CA. 93924

13. **Binding Effect.** The terms, covenants and conditions contained in this agreement shall be binding and inure to the benefit of the individual members, successors and assigns of the parties, including without limitation the members of the Armstrong Owners and the members of the Save Our Peninsula Committee.

14. **Memorandum Recorded.** A memorandum of this Agreement may be recorded at Petitioner's option, and the Armstrong Family, at the request of Petitioner, shall deliver to Petitioner a signed and acknowledged memorandum including a legal description of the project site, suitable for recording.

15. **Notices of Proceedings.** The City shall provide notice to Petitioner of all actions or proceedings of the City relating to the further permitting of the project or the implementation of the tasks contained in this agreement.

16. **Warranty of Authority.** Each of the signatories to this agreement, including those signing as an attorney-in-fact, represents and warrants that he or she has the legal right, power and authority to enter into this agreement, to legally bind the persons or entities on behalf of whom this agreement is executed, and to consummate the transaction contemplated hereby, and the execution, delivery and performance of this agreement has been duly authorized.

17. **Confidentiality**. The terms and contents of this agreement are confidential among the parties, and shall not be disclosed to third parties except to the extent that they are disclosed in a joint written statement signed by all parties, are part of court proceedings relating to the enforcement of this agreement, or as may be otherwise required by law or ordered by a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PETITIONER

Date:_____ _____

CITY OF MARINA

Date:_____ _____
By:

APPROVED AS TO FORM:

Marina City Attorney:

Date:_____ _____
By:

EXHIBIT G

The Lois and Clyde Johnson, Jr., 1989 Irrevocable Trust

By: Clyde W. Johnson, III, Trustee

J & J ARMSTRONG LIMITED PARTNERSHIP

By:
Its: General Partner

The Irvine Armstrong, Jr., and Carol V. Armstrong Revocable Trust under Trust Agreement dated December 12, 1995

By: Irvine Armstrong, Jr., Trustee

By: Carol V. Armstrong, Trustee

The 2004 Susanne Irvine Armstrong Revocable Trust U/A DTD 5/28/04

By: Susanne Irvine Armstrong, Trustee

The Sandra Armstrong Murray Revocable Trust U/A dated March 7, 1989

By: John D. Murray, Successor Co-Trustee

By: Gordon Rubbo, Successor Co-Trustee

Edwin A. Johnson

Charlotte J.. Johnson

Jeffrey W. Johnson

Karen K. Johnson

Jill D. Johnson

Kathryn L. Oneida

The 2003 Susanne Armstrong Irrevocable Trust dated November 5, 2003

By: John A Armstrong, Trustee

By: James Irvine Armstrong, Jr., Trustee

EXHIBIT G

The trust for the benefit of Mary Janet Armstrong Weber, as set forth in the Order Settling Report of Trustees due to the death of Lois Armstrong, etc., in the Estate of Irvine Armstrong, also known as James Irvine Armstrong, deceased, recorded January 4, 1988, in reel 2191 at page 643

By: James Irvine Armstrong, Jr., Co-Trustee

By: John A. Armstrong, Co-Trustee

CLYDE W. JOHNSON, III and LAURENA JOHNSON FAMILY LIMITED PARTNERSHIP, a California limited partnership

By:

Its:

JAY M. ARMSTRONG FAMILY LIMITED PARTNERSHIP

By: 2000 Jay M. Armstrong Revocable Trust U/D/T 4/24/00

Its: General Partner

By:

Jay M. Armstrong, Trustee

Attorney for Petitioner, Save Our Peninsula Committee

Date: _____ By: _____

Attorney for Armstrong Owners

Date: MARCH 14, 2011 Brian Finegan

17. **Confidentiality**. The terms and contents of this agreement are confidential among the parties, and shall not be disclosed to third parties except to the extent that they are disclosed in a joint written statement signed by all parties, are part of court proceedings relating to the enforcement of this agreement, or as may be otherwise required by law or ordered by a court of competent jurisdiction.

EXHIBIT G

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PETITIONER

Date: 14 MARCH 2011

SAVE OUR PENINSULA

CITY OF MARINA

Date: _____

By: _____

APPROVED AS TO FORM:

Marina City Attorney:

Date: _____

By: _____

17. **Confidentiality.** The terms and contents of this agreement are confidential among the parties, and shall not be disclosed to third parties except to the extent that they are disclosed in a joint written statement signed by all parties, are part of court proceedings relating to the enforcement of this agreement, or as may be otherwise required by law or ordered by a court of competent jurisdiction.

EXHIBIT C

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PETITIONER

Date:_____ _____

CITY OF MARINA

Date: 3/17/11 Chris Zapien

By: Acting City Manager

APPROVED AS TO FORM:

Marina City Attorney:

Date: 3/17/11 Robert R. Wellington

By:

The trust for the benefit of Mary Janet Armstrong Weber, as set forth in the Order Settling Report of Trustees due to the death of Lois Armstrong, etc., in the Estate of Irvine Armstrong, also known as James Irvine Armstrong, deceased, recorded January 4, 1988, in reel 2191 at page 643

_____

By: James Irvine Armstrong, Jr., Co-Trustee

_____

By: John A. Armstrong, Co-Trustee

CLYDE W. JOHNSON, III and LAURENA JOHNSON FAMILY LIMITED PARTNERSHIP, a California limited partnership

By:_____
Its:_____

JAY M. ARMSTRONG FAMILY LIMITED PARTNERSHIP

By: 2000 Jay M. Armstrong Revocable Trust U/D/T 4/24/00
Its: General Partner

By:_____
Jay M. Armstrong, Trustee

Attorney for Petitioner, Save Our Peninsula Committee

Date: 3/17/11

Richard H. Rosenblat
By:

Attorney for Armstrong Owners

Date:_____

_____

EXHIBIT G

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
RICHARD H. ROSENTHAL #62574
LAW OFFICES OF RICHARD H. ROSENTHAL
287880 DORRIS DRIVE, SUTIE 110, CARMEL, CA. 93924
P.O. BOX 1021, CARMEL VALLEY, CA. 93924
TELEPHONE NO.: 8316255193 FAX NO. (Optional):
E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name): SAVE OUR PENINSULA COMMITTEE

FOR COURT USE ONLY

FILED

MAR 18 2011

CONNIE MAZZEI
CLERK OF THE SUPERIOR COURT
DEPUTY
J. CEDILLO

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY
STREET ADDRESS: 1200 AGUAJITO ROAD
MAILING ADDRESS: 1200 AGUAJITO ROAD
CITY AND ZIP CODE: MONTEREY, CA. 93940
BRANCH NAME:

PLAINTIFF/PETITIONER: SAVE OUR PENINSULA COMMITTEE
DEFENDANT/RESPONDENT: CITY OF MARINA, ET. AL.

REQUEST FOR DISMISSAL

- ☐ **Personal Injury, Property Damage, or Wrongful Death**
  - ☐ **Motor Vehicle** ☐ **Other**
- ☐ **Family Law** ☐ **Eminent Domain**
- ☑ **Other (specify)** : PETITION FOR WRIT OF MANDATE

CASE NUMBER: M 90148

- A conformed copy will not be returned by the clerk unless a method of return is provided with the document. -

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) ☑ With prejudice (2) ☐ Without prejudice
   b. (1) ☐ Complaint (2) ☐ Petition
   (3) ☐ Cross-complaint filed by *(name)*: on *(date)*:
   (4) ☐ Cross-complaint filed by *(name)*: on *(date)*:
   (5) ☑ Entire action of all parties and all causes of action
   (6) ☐ Other *(specify)*:*

2. *(Complete in all cases except family law cases.)*
   ☐ Court fees and costs were waived for a party in this case. *(This information may be obtained from the clerk. If this box is checked, the declaration on the back of this form must be completed).*

Date: MARCH 8, 2011
RICHARD H. ROSENTHAL
(TYPE OR PRINT NAME OF ☑ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

▶ Richard H. Rosenthal
(SIGNATURE)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:
☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**
Date: MARCH 15, 2011 BRIAN FINEGAN

▶ Brian Finegan
(SIGNATURE)

(TYPE OR PRINT NAME OF ☑ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for: INTERVENOR
☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

(To be completed by clerk)
4. ☒ Dismissal entered as requested on *(date)*: MAR 18 2011
5. ☐ Dismissal entered on *(date)*: as to only *(name)*:
6. ☐ Dismissal **not entered** as requested for the following reasons *(specify)*:

7. a. ☒ Attorney or party without attorney notified on *(date)*: MAR 18 2011
   b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
   ☐ a copy to be conformed ☐ means to return conformed copy

Date: MAR 18 2011 CONNIE MAZZEI Clerk, by J. CEDILLO, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. July 1, 2009]

REQUEST FOR DISMISSAL

Code of Civil Procedure, § 581 et seq.
Gov. Code, § 68637(c); Cal. Rules of Court, rule 3.1390
www.courtinfo.ca.gov

July 25, 2022 Item No. **11a**

Honorable Mayor and Members of the Marina City Council

City Council Meeting August 3, 2022

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-, AWARDING A CONSTRUCTION CONTRACT FOR THE CITY PARK BARRACKS AND CYPRESS KNOLLS BUILDINGS BLIGHT REMOVAL 2022 PROJECT TO UNLIMITED ENVIRONMENTAL INC. FOR THE BASE BID IN THE AMOUNT OF $4,245,000; ALLOCATING AND APPROPRIATING ADDITIONAL BLIGHT REMOVAL FUNDING IN THE AMOUNT OF $577,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXPEND UP TO AN ADDITIONAL 10% OF THE CONTRACT AMOUNT FOR CONSTRUCTION CONTINGENCIES AND TO EXECUTE ALL CONSTRUCTION CHANGE ORDERS ON BEHALF OF THE CITY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUGETARY ENTRIES.

REQUEST:

It is requested that the City Council consider approving and adopting Resolution 2022- for the following actions:

1. Awarding a construction contract for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project to Unlimited Environmental Inc. of Long Beach, CA for the base bid in the amount of $4,245,000; and
2. Allocating and appropriating additional blight removal funding in the amount of $415,440 to project HSF2101 and $161,560 to project HSF2103 for a total of $577,000; and
3. Authorizing the City Manager to execute contract documents, **EXHIBIT A**, subject to final review and approval by the City Attorney; and
4. Authorizing the City Manager or designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute all construction change orders on behalf of the City; and
5. Authorizing the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

The closure of Fort Ord resulted in land being deeded to the City of Marina ("City") in an "as-is" condition. The land contains numerous buildings that served the former Army base, 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. These include 62-65 barracks buildings and 260 duplex housing units on what was planned to be the Cypress Knolls development.

Although the Fort Ord Reuse Authority (FORA) sunsetted on June 30, 2020, FORA secured 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 and escrow bonds that are projected to generate $6.5M in blight removal funding through 2025.

On September 15, 2020, October 27, 2020, and January 20, 2021, the Marina City Council adopted Resolution Nos. 2020-127, 2020-140 and 2021-11, respectively, receiving staff presentations on blight removal and blight removal projects and provided direction to staff on priorities for blight removal.

On May 4, 2021, the City Council passed Resolution No. 2021-42 approving an amendment to the Program Management Services and Construction Management and Inspection between the City and Wallace Group, to add program management and construction management and inspection services for the execution of hazardous material abatement and blighted building removal projects.

The Wallace Group prepared bidding documents (plans, specifications, and estimates) for the blight removal project. The goal for this project is for the abatement, proper removal, and disposal of forty-five barracks and miscellaneous debris, including debris from two burnt buildings at the proposed City Park at the Dunes located along Second Avenue and 8th Street (City Park) and thirty duplex buildings and miscellaneous debris including debris from one burnt building, at the Cypress Knoll area along Rendova Avenue and Third Avenue (Cypress Knoll) for future park and or residential development. Site plans are shown in **EXHIBITS B** and **C**.

On March 10, 2022, the City Planning Commission held a public hearing and adopted Resolution No. 2022-05b, approving the removal of thirty-four trees at the proposed City Park location and five trees at the Cypress Knolls location to remove the blighted buildings. All healthy trees to be removed are to be replaced at a 2:1 ratio.

On March 15, 2022, the City Council passed Resolution No. 2022-43 approving advertising and calling for bids for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project ("Project").

The two parcels, 031-201-005 (City Park) and 031-221-008 (Cypress Knolls), included in this Project were part of the scope of the original Removal Action Work Plan (RAW; Northgate, 2006) for Soil Impacted by Lead-Based Paint at former Fort Ord. For these parcels to be used for residential housing or for a non-restricted use, the City must follow the approved remedy in the RAW from 2006 with the updated lead cleanup goal of 80 mg/kg.

Staff in consultation with Department of Toxic Substance Control (DTSC) determined that soil removal would be required at a greater depth to remediate lead in the soil adjacent to buildings to be removed. Due to additional depth of soil removal, additional tree removal was identified.

On June 9, 2022, the Planning Commission held apublic hearing and adopted Resolution No. 2022-09, approving the removal of additional three trees for a total of thirty-seven trees to be removed, and two potential additional trees for removal at the proposed City Park.

On July 6, 2022, City Council passed Resolution No. 2022-91 authorizing the City Manager, or designee, to enter into a Standard Voluntary Agreement (SVA), with the DTSC and pay associated fees for the Project.

ANALYSIS:

On May 17, 2022, eight (8) sealed bids were received, opened, and were publicly read via live video feed for the Project.

Following is the tabulation of bids received:

Name of Company and Address	**Base Bid**	Additive Alternate Bids 1 &2	Grand Total
Unlimited Environmental Inc. (UEI) Long Beach, CA	**$ 4,245,000.00**	$ 82,000.00	$ 4,327,000.00
Resource Environmental Inc. (REI) Cerritos, CA	**$ 4,334,000.00**	$ 166,000.00	$ 4,500,000.00
JDML Inc. dba Standard Industries Ventura, CA	**$ 4,893,764.10**	$ 202,500.00	$ 5,096,264.10
Clauss Construction Lakeside, CA	**$ 6,588,099.00**	$ 335,043.00	$ 6,923,142.00
PARC Environmental Fresno, CA	**$ 5,149,747.00** Non-Responsive	$ 204,593.00 Non-Responsive	$ 5,354,340.00 Non-Responsive
Bowen Engineering and Environmental Fresno, CA	**$ 7,442,000.60** Non-Responsive	$ 500,000.00 Non-Responsive	$ 7,942,000.60 Non-Responsive
Restoration Management Co. Hayward, CA	**$8,327,355.75** Non-Responsive	$ 437,027.00 Non-Responsive	$8,764,382.75 Non-Responsive
SVG Contractor's Inc. (SVG) Morgan Hill, CA	**$ 3,714,547.80** Non-Responsive	$ 275,883.00 Non-Responsive	$3,990,430.80 Non-Responsive

The Engineer's Opinion of Probable Construction Cost for this Project includes a base bid of $5,014047.00 and additive alternate bids 1 and 2 of $160,000 for grand total of $ 5,174,047.00.

Staff received two bid protests; **EXHIBIT D-1** is a letter from REI protesting the bids submitted by SVG and UEI and **EXHIBIT D-2** is a letter form UEI protesting the bids submitted by SVG and REI. **EXHIBIT E-1** is SVG's response to the bid protest, **EXHIBIT E-2** is UEI's response to the bid protest and **EXHIBIT E- 3** is REI's response to the bid protest.

The firm of Fenton & Keller was hired by the City Attorney as their sub-consultant and legal counsel to evaluate the bidding documents, bids and bid protest. After thorough review and evaluation of bidding documents, bids and bid protest by staff, City Attorney and special counsel, bids received from SVG, Restoration Management Co., PARC Environmental and Bowen Engineering and Environmental were deemed non-responsive. **EXHIBIT F** is a memorandum from special counsel outlining its analysis of the the bid protests and their recommendation for the contract award.

The City Attorney and special counsel determined UEI's base bid of $4,245,000 is the lowest responsible and responsive bid. The prime contractor, UEI has not previously worked with City, but has successfully completed similar projects with neighboring public agencies with favorable reference reviews. UEI's sub-contractors, Tope's Tree Service, and Superior Hydroseeding, Inc. are local contractors who have successfully completed work with the City in the past.

FISCAL IMPACT:

Following is the estimated expenditure to execute the project to completion.

Estimated Expense	**Amount**
Construction Contract (Base Bid)	$4,245,000.00
Construction Contingency Allowance (10%)	$ 424,500.00
Construction Management and Inspection Allowance	$1,088,405.90
Project Management, Surveys and Engineering	$ 519,053.13
Total Estimated Expenditure	**$ 6,276,959.03**

Capital Improvement Project funding, HSF2101 for Barracks Blight Removal and HSF2103 and Cypress Knolls Building Removal have funding amounts of $4,100,000 and $1,600,000, respectively. The total available funding for this Project is $5,700,000.

To award this construction contract, $577,000 is requested to be allocated and appropriated to the project accounts HSF2101 and HSF2103. This fund allocation will come from undesignated blight removal bond funding.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City Planning Division determined that this action, awarding a construction contract and executing the Project to be Categorically Exempt under CEQA Guidelines per Article 19, Section 15304, Minor Alterations to Land.

CONCLUSION:

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

Respectfully submitted,

_____
Elvie Morla-Camacho, P.E., QSD/P
Project Management Services Wallace Group

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. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AWARDING A CONSTRUCTION CONTRACT FOR THE CITY PARK BARRACKS AND CYPRESS KNOLLS BUILDINGS BLIGHT REMOVAL 2022 PROJECT TO UNLIMITED ENVIRONMENTAL INC. FOR THE BASE BID IN THE AMOUNT OF $4,245,000; ALLOCATING AND APPROPRIATING ADDITIONAL BLIGHT REMOVAL FUNDING IN THE AMOUNT OF $577,000; AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXPEND UP TO AN ADDITIONAL 10% OF THE CONTRACT AMOUNT FOR CONSTRUCTION CONTINGENCIES AND TO EXECUTE ALL CONSTRUCTION CHANGE ORDERS ON BEHALF OF THE CITY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

WHEREAS, the closure of 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 Army base 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. These include 62-65 barracks buildings and 260 duplex housing units on what was planned to be the Cypress Knolls development; and

WHEREAS, the Fort Ord Reuse Authority (FORA) sunsetted on June 30, 2020, FORA secured 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 and escrow bonds that are projected to generate $6.5M in blight removal funding through 2025; and

WHEREAS, on September 15, 2020, October 27, 2020, and January 20, 2021, the City Council of the City of Marina adopted Resolution Nos. 2020-127, 2020-140 and 2021-11, respectively, receiving staff presentations on blight removal and blight removal projects and provides direction to staff on priorities for blight removal; and

WHEREAS, on January 20, 2021, the City Council of the City of Marina adopted Resolution 2021-11 and allocated $4,100,000 and $1,600,000, to Capital Improvement Projects Barracks Blight Removal (HSF2101) and Cypress Knolls Building Removal (HSF 2103), respectively; and

WHEREAS, On May 4, 2021, the City Council passed Resolution No. 2021-42 approving an amendment to the Program Management Services and Construction Management and Inspection between the City of Marina and Wallace Group, to add program management and construction management and inspection services for the execution of hazardous material abatement and blighted building removal projects; and

WHEREAS, The Wallace Group prepared bidding documents (plans, specifications, and estimates) for the blight removal project. The goal for this project is for the abatement, proper removal, and disposal of forty-five barracks and miscellaneous debris, including debris from two burnt buildings at the proposed City Park located along Second Avenue and 8th Street and thirty duplex buildings and miscellaneous debris including debris from one burnt building, at the Cypress Knoll area along Rendova Avenue and Third Avenue for future park and or residential development. Site plans are shown in **Exhibits B** and **C**; and

WHEREAS, on March 10, 2022, the City of Marina Planning Commission held an open public hearing and adopted Resolution No. 2022-05b, approving the removal of thirty-four trees at the proposed City Park at the Dunes location and five trees at the Cypress Knolls location to remove the blighted buildings. All healthy trees are to be replaced at 2:1 ratio; and

WHEREAS, on March 15, 2022, the City Council passed Resolution No. 2022-43 approving advertising and call for bids for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project; and

WHEREAS, the two parcels, 031-201-005 (City Park) and 031-221-008 (Cypress Knolls), included in this project were part of the scope of the original Removal Action Work Plan (RAW; Northgate, 2006) for Soil Impacted by Lead-Based Paint at former Fort Ord, Marina, California. For these parcels to be used as residentials or for a non-restricted use, the City must follow the approved remedy in the RAW from 2006 with the updated lead cleanup goal of 80 mg/kg; and

WHEREAS, staff in consultation with DTSC determined that soil removal would be required at a greater depth to remediate lead in the soil adjacent to buildings to be removed. Due to additional depth of soil removal, additional tree removal was identified; and

WHEREAS, On June 9, 2022, the City of Marina Planning Commission had an open public hearing and adopted Resolution No. 2022-09, approving the removal of additional three trees for a total of thirty-seven trees to be removed, and two potential additional trees for removal at the proposed City Park at the Dunes; and

WHEREAS, on July 6, 2022, the City Council passed Resolution No. 2022-91 authorizing the City Manager, or his designee, to enter into a Standard Voluntary Agreement (SVA), with the California Department of Toxic Substance Control (DTSC) and pay associated fees of $39,936 for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project; and

WHEREAS, on May 17, 2022, eight (8) sealed bids were received, opened, and were publicly read via live video feed for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project; and

WHEREAS, Staff received two bid protests; **Exhibit D-1** is a letter from REI protesting the bids submitted by SVG and UEI and **Exhibit D-2** is a letter form UEI protesting the bids submitted by SVG and REI. **Exhibit E-1** is SVG's response to the bid protest, **Exhibit E-2** is UEI's response to the bid protest and **Exhibit E- 3** is REI's response to the bid protest; and

WHEREAS, the firm of Fenton & Keller was hired by the City Attorney as their sub-consultant and Legal Counsel to help in the evaluation of bidding documents, bids and bid protest. After thorough review and evaluation of bidding documents, bids and bid protest by staff, City Attorney and Legal Counsel, bids received from SVG Contractor's Inc., Restoration Management Co., PARC Environmental and Bowen Engineering and Environmental were deemed non-responsive. **Exhibit F** is a memorandum from the Legal Counsel outlining the bid protests evaluation and basis of their recommendation for contract award; and

WHEREAS, City Attorney and Legal Counsel determined that United Environmental Inc. base bid of $4,245,000 is the lowest responsible and responsive bid. The prime contractor, United Environmental Inc. has not work with City but has successfully completed similar projects with neighboring Cities with favorable reference reviews. The sub-contractors, Tope's Tree Service, and Superior Hydroseeding Inc.are local contractors who have successfully completed work with the City in the past; and

WHEREAS, the estimated total cost to complete the work is $6,276,595.03. This cost includes the construction cost for base bid of $4,245,000, ten percent construction contingency of $424,500; an allowance of $1,088,405.90 for construction management and inspection services, and $519,053.13 for program management, surveys, and engineering; and

WHEREAS, Capital Improvement Project funding, HSF2101 for Barracks Blight Removal and HSF2103 and Cypress Knolls Building Removal have funding amounts of $4,100,000 and $1,600,000, respectively. The total available funding for this project is $5,700,000; and

WHEREAS, to award this construction contract, a $577,000 is requested to be allocated and added to the project accounts. This fund allocation will come from undesignated blight removal bond funding; and

WHEREAS, the City of Marina Planning Division determined that this action, awarding a construction contract and executing the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Categorically Exempt under CEQA Guidelines per Article 19, Section 15304, minor alteration to land; and

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

1. Award a construction contract for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project to Unlimited Environmental Inc. of Long Beach, CA for the base bid in the amount of $4,245,000; and
2. Allocating and appropriating additional blight removal funding in the amount of $415,440 to project HSF2101 and $161,560 to project HSF2103 for a total of $577,000; and
3. Authorize the City Manager to execute contract documents, Exhibit A, subject to final review and approval by the City Attorney; and
4. Authorize the City Manager or designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute construction change orders on behalf of the City; and
5. Authorize the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 3rd day of August 2022, 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

A9 FORM OF CONTRACT

FOR

City Park Barracks and Cypress Knolls Buildings
Blight Removal 2022 Project

THIS AGREEMENT, made and entered into this _____day of _____ 2022, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and Unlimited Environmental Inc. "hereinafter called Contractor,"

W I T N E S S E T H:

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provided, or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for the **City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project** adopted by the Council of the City of Marina on March 15, 2022.

SECOND: It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

a. Signed and executed Bid and Proposal of Contractor, as accepted by City (A3);
b. Proposal Guaranty Bond (A6);
c. Performance and Payment Bond(A10);
d. Plans, Specifications and Addendum if any for the project;
e. Insurance;
f. California Building Code and associated codes, latest edition adopted by the City;
g. Standard Plans and Standard Specifications, Caltrans 2018 Edition;
i. And this Agreement.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit:

The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

Four Million Two Hundred Forty-Five thousand dollars (Base Bid Only)

_____

$ 4,245,000.00

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Special Provisions after execution of the contract on behalf of the City of Marina and the receipt from the City of Marina of a notice to proceed with the work.

FOURTH:The City of Marina hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

FIFTH: No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this contract, so far as the City of Marina is concerned. All rights of action, however, for any breach of this contract are reserved to City.

SIXTH: Contractor shall keep harmless and indemnify the City of Marina, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Marina, its officers, employees or agents, of articles supplied by the Contractor under this contract, of which he is not entitled to use or sell. Contractor agrees to, at his own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of them, on account of any claimed infringement of patent rights, arising out of this agreement.

SEVENTH: The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by Contractor and to indemnify said City of Marina against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 1.04 of Part C-Special Provisions. Edition. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

NINTH: Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1.

TENTH: 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.

ELEVENTH: COMPLIANCE WITH PROVISIONS OF LAW

a) The City is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.

b) Contractor shall comply with City of Marina Municipal Code Chapter 13.02 Local Hiring for Public Works.

c) Contractor shall comply with laws relating to the work.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CONTRACTOR

By: _____

Print Name: _____

Address: _____

_____

Date: _____

CITY OF MARINA

By: Layne P. Long, City Manager

Date: _____

APPROVED AS TO FROM:

By: _____
City Attorney

Date: _____

By: _____

Date: _____

ATTESTED:

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Date: _____

Resolution No. 2022-_____

EXHIBIT "B" -CITY PARK

TABLE 1 - CITY PARK (PROJECT SITE 1)

TEMP ADDRESS	PREV USE	BLDG TYPE	APPROX AREA (SF)	NOTES	PRELIM SOIL SAMPLE	
					SAMPLE No.	LEAD CONT (mg/kg)
T-2109	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2109	226
T-2111	HQ	B1-SINGLE STORY		BURNED, ABATE AND REMOVED DEBRIS	S.2111	75.1
T-2112	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2112	228
T-2113	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2113	113
T-2114	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2114	229
T-2115	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2115	93.6
T-2116	HQ	B1-SINGLE STORY	992	ABATE AND REMOVE BUILDING	S.2116	123
T-2110	HQ	B1-SINGLE STORY	1000	ABATE AND REMOVE BUILDING, INCLUDING SHED	S.2110	226
T-2189	ARM STORAGE	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2189	601
T-2190	HQ	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2190	73.8
T-2191	ARMS STORAGE	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2191	601
T-2192	ARMS STORAGE	B1-SINGLE STORY		DEMOLISHED, REMOVE AND DISPOSE OF TEMPORARY STRUCTURES AND SITE DEBRIS	S.2192	
T-2193	ARMS STORAGE	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2192	52
T-2194	ARMS STORAGE	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2193	373
T-2195	HQ	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2195	34.7
T-2196	HQ	B1-SINGLE STORY	1144	ABATE AND REMOVE BUILDING	S.2196	281
T-2129	DAY ROOM	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2129	135
T-2130	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2130	105
T-2131	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2131	143
T-2132	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2132	44.2
T-2133	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2133	161
T-2134	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2134	79.2
T-2135	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2135	169
T-2136	DINING	B2-SINGLE STORY	2206	ABATE AND REMOVE BUILDING	S.2136	96
T-2149	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2149	106
T-2150	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2150	719
T-2151	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2151	156
T-2152	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2152	208
T-2153	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2153	102
T-2154	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2154	177
T-2155	OPERATIONS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2155	206
T-2156	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2156	199
T-2169	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2169	89.2
T-2170	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2170	1430
T-2171	BARACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2171	134
T-2172	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2172	86.4
T-2173	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2173	366
T-2174	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2174	67.1
T-2175	OPERATIONS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2175	82.1
T-2176	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2176	108
T-2209	BARRACKS	B3-TWO STORY		BURNED, NO WORK REQUIRED		
T-2210	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2210	122
T-2211	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2211	165
T-2212	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2212	195
T-2213	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2213	520
T-2214	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2214	168
T-2215	BARRACKS	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2215	154
T-2216	HQ	B3-TWO STORY	4720	ABATE AND REMOVE BUILDING	S.2216	149

CITY PARK PLAN
NTS

NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING BUILDING DIMENSIONS.
2. INSTALL TEMPORARY SECURITY CHAINLINK FENCE AROUND THE PERIMETER OF THE JOBSITE. CONTRACTOR MAY UTILIZE EXISTING CHAINLINK FENCE. EXISTING FENCE THAT IS USED SHALL BE PROTECTED DURING EXECUTION OF WORK AND SHALL BE RESTORED TO EQUAL OR BETTER CONDITION.
3. CONTRACTOR SHALL INSTALL ALL NECESSARY BMPS SHOWN ON THE SWPPP. SEE WPC SHEETS.
4. TREES TO BE REMOVED OR TRIMMED, SEE SHEET TR-1.
5. ALL BUILDINGS SHALL BE ABATED AS DESCRIBED IN TABLE 1 AND PER SPECIFICATIONS. ABATED BUILDINGS AND OTHER SITE DEBRIS SHALL BE REMOVED AND PROPERLY DISPOSED.
6. BURNT CAR TO BE REMOVED AND DISPOSED PROPERLY.
7. ALL DRUMS TO BE DISPOSED AS HAZADOUS MATERIAL. CONTRACTOR HAS OPTIONS TO TEST CONTENTS AND DISPOSE ACCORDIANGLY.
8. EXISTING ROADWAYS, CURB AND CUTTER ON THE JOBSITE SHALL BE REMOVED AND DISPOSED/RECYCLED (ADDITIVE ALTERNATIVE BID).
9. ALL WALKWAYS, STAIRS AND RETAINING WALLS ON THE JOBSITE SHALL BE REMOVED AND DISPOSED/RECYLCED (ADDITIVE ALTERNATIVE BID).
10. SOIL REMEDIATION SHOWN IS BASED ON PRELIMINARY SAMPLE RESULTS. ADDITIONAL TESTING SHALL BE PERFORMED BY THIRD PARTY CONSULTANT HIRED BY THE CITY.

LEGEND:

9" SOIL REMEDIATION, SEE SHEET DM-3

REVISED DM-1 PER ADDENDUM No. 5

REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE
△		5/05/22			
△					
△					
△					
△					
△					
△					
△					
△					

CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS
211 Hillcrest Avenue
Marina, CA 93933

SCALE: HORIZ
VERT
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS
0 1 2

WALLACE GROUP®
CIVIL AND TRANSPORTATION ENGINEERING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECTURE
MECHANICAL ENGINEERING
PLANNING
PUBLIC WORKS ADMINISTRATION
SURVEYING / GIS SOLUTIONS
WATER RESOURCES
612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011 F 805 544-4294
www.wallacegroup.us

PROJECT ENGINEER
May 5, 2022
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Elvira Nogora Morla-Camacho
No. 60577
CIVIL
STATE OF CALIFORNIA

CITY PARK BARRACKS AND CYPRESS KNOLLS BUILDINGS BLIGHT REMOVAL 2022 PROJECT

DEMOLITION PLAN

DM-1

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	SHEET	OF
EMC	ZVC	EMC	1585-0001	3	14

FILE NAME: 1585-0001-00 DM-1.DWG
5/5/2022 3:18 PM
ZACH CAPANG

TABLE 2 - CYPRESS KNOLL (PROJECT SITE 2)

TEMP ADDRESS	PREV USE	BLDG TYPE	APPROX AREA (SF)	NOTES
224 & 226 HAYES CIRCLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
233 & 235 HAYES CIRCLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
300 & 302 HAYES CIRCLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
301 & 303 HAYES CIRLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
304 HAYES CIRCLE	BARRACKS	B1-SINGLE STORY		PARTIALLY BURNED, ABATE AND REMOVE REMAINING DEBRIS
305 & 307 HAYES CIRCLE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
124 & 126 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
128 & 130 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
129 & 131 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
200 & 202 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
204 & 206 CARSWELL STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
100 & 102 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
101 & 103 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
104 & 106 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
105 & 107 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
200 & 202 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
201 & 203 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
204 & 206 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
205 & 207 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
208 & 210 RENDOVA ROAD	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
200 & 202 3RD AVENUE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
201 & 203 3RD AVENUE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
204 & 206 3RD AVENUE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
301 & 303 3RD AVENUE	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
100 & 102 BOOKER STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
101 & 103 BOOKER STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
104 & 106 BOOKER STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
105 & 107 BOOKER STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
117 & 119 YOUNG STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
120 & 122 YOUNG STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING
121 & 123 YOUNG STREET	BARRACKS	DUPLEX-SINGLE STORY	2874	ABATE AND REMOVE BUILDING

NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING BUILDING DIMENSIONS.
2. INSTALL TEMPORARY SECURITY CHAINLINK FENCE AROUND THE PERIMETER OF BUILDING WHERE WORK IS EXECUTED. CONTRACTOR MAY RELOCATE SECURITY FENCE TO THE NEXT BUILDING WHERE WORK IS EXECUTED. CONTRACTOR MAY UTILIZE EXISTING CHAINLINK FENCE. EXISTING FENCE THAT IS USED SHALL SHALL BE PROTECTED DURING EXECUTION OF WORK AND SHALL BE RESTORED TO EQUAL OR BETTER CONDITION.
3. INSTALL TEMPORARY SECURITY CHAINLINK FENCE ROUND THE PERIMETER OF BUILDING WHERE WORK IS EXECUTED. CONTRACTOR MAY RELOCATE SECURITY FENCE TO THE NEXT BUILDING WHERE WORK IS EXECUTED.
4. CONTRACTOR SHALL INSTALL ALL NECESSARY BMPS SHOWN ON THE SWPPP. SEE WPC SHEETS.

   TREES TO BE REMOVED OR TRIMMED, SEE SHEET TR-1.
5. ALL BUILDINGS SHALL BE ABATED AS DESCRIBED IN TABLE 2 AND PER SPECIFICATIONS. ABATED BUILDINGS AND OTHER SITE DEBRIS SHALL BE REMOVED AND PROPERLY DISPOSED.
6. SOIL REMEDIATION SHOWN IS FOR BUILDING 304. SOIL REMEDIATION FOR THE REMAINING BUILDINGS TO BE DEMOLISHED SHALL BE DETERMINED AFTER ADDITIONAL SOIL TESTING.

LEGEND:

9" SOIL REMEDIATION, SEE SHEET DM-3

CYPRESS KNOLL PLAN
NTS

REVISED DM-2 PER ADDENDUM No. 5

REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE
1		5/05/22			

CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS
211 Hillcrest Avenue
Marina, CA 93933

SCALE: HORIZ
VERT
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS
0 1 2

WALLACE GROUP®
CIVIL AND TRANSPORTATION ENGINEERING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECTURE
MECHANICAL ENGINEERING
PLANNING
PUBLIC WORKS ADMINISTRATION
SURVEYING / GIS SOLUTIONS
WATER RESOURCES
612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011 F 805 544-4294
www.wallacegroup.us

PROJECT ENGINEER

May 5, 2022
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Elvira Nadora Morla-Camacho
No. 60577
CIVIL
STATE OF CALIFORNIA

CITY PARK BARRACKS AND CYPRESS KNOLLS BUILDINGS BLIGHT REMOVAL 2022 PROJECT

DEMOLITION PLAN

DM-2

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	SHEET	OF
EMC	ZVC	EMC	1585-0001	4	14

FILE NAME: 1585-0001-00 DM-1.DWG
5/5/2022 3:18 PM
ZACH CAIPANG

RESOURCE

May 20, 2022

Sent via Email (marina@cityofmarina.org)

Anita Shepherd-Sharp
Deputy City Clerk
City of Marina
211 Hillcrest Ave
Marina, CA 93933

RE: BID PROTEST – City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project

Dear Ms. Shepherd-Sharp,

Resource Environmental, Inc. ('Resource') is hereby protesting the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project ('Project'). Resource submits its protest on the grounds SVG Contractors, Inc. ('SVG') and Unlimited Environmental, Inc. ('UEI') are nonresponsive due to material deviations of the bidding requirements and violations of the State of California Public Contract Code ('PCC'). In addition, Resource is challenging the responsibility of both SVG and UEI as patently unqualified to perform a project of this magnitude and character.

SUMMARY OF CALIFORNIA LAW

California law mandates that a public entity must competitively bid public works contracts and award the contract to the lowest responsible bidder that submits a responsive bid. *MCM Construction, Inc. v. City and County of San Francisco (1998) 66 Cal.App.4th 359, 368.* These requirements are strictly enforced to protect taxpayers by inviting competition, which helps "guard against favoritism, improvidence, extravagance, fraud and corruption," *Domar Electric, Inc. v. City of Los Angeles (1994) 9 Cal. 4th 161, 173. These public interests are what is important. Ghilotti Construction Co. v. City of Richardson (1996) 45 Cal.App.4th 897, 908-909.*

It is established under California law that bids which substantially conform to a public agency's request but contain some error or irregularity may be accepted if the error does not affect the amount of the bid or gives the applicant an advantage that other bidders did not have. *Bay Cities Paving & Grading, Inc. v. City of San Leandro (2014) 223 Cal.App.4th 1181, 1198-1199*. Therefore, bids must be evaluated from a practical, rather than hypothetical standpoint, giving due consideration to the public interest being served. *Ghilotti at 908-909; MCM at 370.* These public interests are getting the best work and avoiding favoritism and corruption. *Domar at 173.*

To be responsive, a bid must conform to the material terms of the Instructions for Bidders. See *Menefee v. County of Fresno (1985) 163 Cal.App.3d 1175.* A bid that varies materially from the specifications must be rejected. *Stimson v. Hanley (1907) 151 Cal. 379*. **The material terms of a bid are those that affect price, quantity, quality, or delivery and those terms that the bid package clearly identifies as mandatory.** Id. A bid fails to comply materially with the bid package if it gives the bidder an advantage **or benefit not enjoyed by other bidders**. *Menefee v. County of Fresno (1985) 163 Cal.App.3d 1175.*

Mistakes that provide the bidder with an opportunity to withdraw its bid under Public Contract Code ('PCC') 5103 **cannot be waived by the awarding body because the defective bid gives the bidder an unfair competitive advantage over other bidders**. *Ghilotti Construction Company v. City of Richmond (1996) 45 Cal.App.4th 897, 900; Konica Business Machines USA, Inc. v. Regents of the University of California (1988); Menefee v. County of Fresno (1985)*

In *MCM Construction, Inc. v. City & County of San Francisco (1998) 66. Cal.App.4th 359*, the court held that the awarding body was without power to waive the bidder's failure to state accurate dollar amounts of work to be performed by subcontractors because the nonresponsive bidder could seek withdrawal of its bid without forfeiting bid security, and thus obtained an unfair advantage not available to other bidders.

Licensing, Certifications, Subcontracting, Balanced Pricing

As is standard practice, certain licensing and certifications are required of the contractor to bid and perform the work of the Project. If the prime contractor does not hold all necessary licenses and certifications, it must list subcontractors that do. Project Specifications, Notice to Bidders, lists general licensing requirements for bidders, but continues, "Review the project technical specifications for the proper contractor certifications necessary for this project." A quick review of the technical specifications defines two unrelated but important certifications/licenses – the US Environmental Protection Agency Renovation, Repair and Painting ('RRP') certification and the Contractor State License Board ('CSLB') Tree Removal Contractor license.

Technical Specifications, Section 02080, Subsection 2.4(L), Licenses, declares, "The contractor shall have the EPA's Renovation, Repair and Painting RRP certification."

SVG and UEI do not currently hold, nor did they at the time of bid, valid US EPA RRP certifications. A previous company, or name, related to SVG appears to be certified, but the EPA strictly forbids a contractor from performing work unless the certificate is amended within 90 days of the change. If SVG is the same company as Silicon Valley Demolition, the 90-day window elapsed long ago. An initial search for UEI showed no certificate and subsequent communication with EPA revealed UEI's certification has been expired for two years. Both SVG and UEI are unqualified, and unlicensed, to perform lead-related construction work – a key scope element.

City of Marina Municipal Code Section 17.62.030 requires tree removal permits and prohibits construction activities within the dripline of any tree, unless such activities are conducted in compliance with tree protection guidelines adopted by resolution of the planning commission. The commission relies on the recommendations of Denise Duffy & Associates, Inc., the Project arborist. Both arborist reports state, "Trimming must … be performed by a qualified tree removal contractor…" Technical Specifications, Section 108, Subsection 3, Tree Trimming, asserts, "Tree trimming shall be done by a licensed tree removal contractor…"

The CSLB requires a tree removal contractor to obtain a D-49, Tree Service Contractor, license. The CSLB defines the classification as, "A tree service contractor prunes trees, removes trees, limbs or stumps (including grinding) and engages in tree or limb guying." While UEI did list a tree removal contractor for

tree trimming and removal - albeit for a paltry and unbalanced amount, SVG listed no subcontractors on its A5, Designation of Subcontractors.

PCC 4100, the Subletting and Subcontracting Fair Practices Act, contains a series of laws designed to promote fair, honest, and open bidding practices. Of significance here is PCC 4106, which states, "If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself." The section continues, describing fines and penalties for both the contractor and owner if the Act is violated.

SVG is not a licensed tree removal contractor and cannot comply with the specifications, arborist report, and importantly, the City's planning commission. The City of Marina is eco-friendly, and trees are of utmost importance. In fact, just last week the City Council held a special session to study the city's process and regulations for tree removal and care – it is unlikely the public would entertain an exemption for a careless bidder. Additionally, SVG's Bid Schedule, Line Item 3, Tree Removal and Trimming, lists the value at $75,260, which is almost 400% more than one half of one percent of its bid. There is no subcontractor under capable of trimming 100 trees, at prevailing wage rates, for under $20,000. SVG is nonresponsive for failing to list a tree removal contractor, and as the work cannot be self-performed without the required license, is noncompliant with PCC.

PCC 4106 is also significant to the EPA RRP problem. Both SVG and UEI are out of compliance with the specifications and unqualified to perform lead-related construction work. As such, they needed to list a subcontractor holding a valid EPA RRP certification to perform any lead-related construction work. As previously explained, if a contractor does not list a subcontractor for a portion of the work, it agrees, or certifies, it is qualified and able to perform the work. Neither company listed a subcontractor for lead-related construction work, and both are in violation of the law. The City, or PCC, would never allow for a contractor to bid the Project without a valid General Engineering or General Building license at the time of bid to be awarded the project – even if they promised they would be certified in time for the licensing submittal. The same holds true for the required EPA RRP certification.

Yet another PCC violation is UEI's listing of Superior Hydroseeding for "Hydroseeding AND Erosion Control." The plans and specifications require, and Addendum 6 confirmed, all flat areas needed wood chips. Hydroseeding of the entire disturbed site was not acceptable – except for the alternate restoration. Superior Hydroseeding does NOT install wood chips (confirmation email attached) but is listed for erosion control – if Superior Hydroseeding does not install the wood chips, the City and UEI face fines and penalties for violations of PCC. If UEI were going to self-perform the wood chips, the subcontractor list must reflect that.

Compliance aside, it is possible, or even likely given the line item amounts, UEI disregarded the requirement to apply wood chips and planned to only hydroseed the areas in question. Or perhaps the bid is unbalanced, requiring a nonresponsive determination in and of itself. Standard Industries correctly listed Superior Hydroseeding as a hydroseeding subcontractor – without mentioning Erosion Control. A quick comparison of the line items indicates irregularities with UEI's scope inclusions or item balancing.

The same issue is present with the trees – Standard Industries listed the tree removal and trimming at more than double UEI's pricing, with the same subcontractor.

Perhaps the line items are unbalanced in a misguided effort to skirt PCC. In comparison to all bids, UEI line item for utility capping is exponentially lower than all other bidders. Since the specifications require compliance with MCWD standards, the contractor performing the utility capping and repairs must be CSLB Class A licensed contractors. UEI does not hold an A license but can now argue a subcontractor did not need to be listed because the amount was less than one half of one percent of its bid.

When comparing SVG and UEI's line items for trees, restoration, and plumbing with all other bidders, its likely their lack of high-dollar public works prime contracting experience played a role in their decisions. SVG's list of projects, which violate the specification requirements of using only the forms provided, do not show any projects over $1,000,000 where it was the prime contractor. While some projects appear that way, it is false. The work was done for general contractors. UEI has one – a project for CSUMB from over 5 years ago. The City will be best supported by contractors with a track record of completing high-value projects as a prime contractor.

Finally, both SVG and UEI's bid contained many irregularities and clerical errors, some of which were mandated by the specifications (i.e "All signatures MUST be notarized."). SVG did not attest the bid bond or provide a notary acknowledgement, provided a notary acknowledgement instead of a jurat for the non-collusion affidavit, entered bid bond amounts too low for its bid, listed references as "Please see attached.", and importantly, did not correctly extend its unit prices or add the amount sums. UEI's bid bond contained an original seal and signature for only UEI and Ms. Dupleich – the Surety's documents were scanned or a photocopy. UEI did not attest or provide an acknowledgement for its photocopied bid bond and provided a notary acknowledgement rather than a jurat for the non-collusion. Importantly, and glaringly, UEI did not extend its unit pricing correctly. Information for Bidders, 2.6, Bid Price, states the unit price prevails on all unit price items. As such, UEI's price is exponentially higher than its listed total.

<u>Ability to Withdraw Bid per Public Contract Code 5103</u>

SVG and UEI's clerical errors, especially in its bid schedules, are grounds for relief under Public Contract Code Section 5103. PCC Section 5103 allows a bidder to withdraw its bid, without forfeiting its bid security, if a mistake was made and the mistake made the bid different than intended. A bid with incorrect unit pricing is a common scenario for claiming relief under PCC 5103.

While isolated clerical or mathematical errors in a bid proposal are common, even a single error may warrant the rejection of a bid because the bidder gains an unfair advantage if a clerical mistake in its bid would give the bidder a right to withdraw its bid. *MCM Construction, Inc. v. City & County of San Francisco (supra)*. In MCM Construction, the City was without power to waive the bidder's failure to state accurate dollar amounts of work to be performed by subcontractors because the nonresponsive bidder could seek withdrawal of its bid without forfeiting its bid security and thus has an unfair advantage not available to responsive bidders.

These errors are not inconsequential, as the mistakes provide both SVG and UEI with competitive advantages and clear benefit over Resource. They had the opportunity to submit their bid, see the

spread, and decide whether they would proceed with award with no financial loss at stake. Resource was not afforded this luxury. This fact alone requires the City to reject the bid under the holding in MCM Construction.

SVG is nonresponsive for failing to hold a valid EPA RRP license or list a subcontractor for the work, failing to list a tree removal contractor, and unfair advantages. UEI is nonresponsive for failing to hold a valid EPA RRP license, unbalanced pricing, and unfair advantages. Both companies are not qualified to perform a project of this magnitude. The lowest responsive, responsible, qualified bidder is Resource. Accordingly, Resource Environmental, Inc. requests the City of Marina deem the other bidders nonresponsive and award the contract to Resource Environmental, Inc.

Sincerely,

Chase Tinsley
Director, Bids and Project Administration
Resource Environmental, Inc.
chase@resource-env.com

cc: Elvie Camacho, Wallace Group, Construction Manager (elviec@wallacegroup.us)
Brian McMinn, City of Marina, Dir. Of Public Works/City Engineer (bmcminn@cityofmarina.org)

Chase Tinsley

From: Josh Freeman <josh@superiorhydroseeding.net>
Sent: Friday, May 13, 2022 8:28 AM
To: Chase Tinsley
Cc: Iridian Tello; Albert Sanchez Jr.
Subject: Re: City of Marina: City Park Barracks and Cypress Knolls Buildings Blight Removal Project-ADDENDUM 6

Hi Chase,

Thanks for the update on addenda #6. We actually don't do wood chips/mulch, but the hydroseeding option I'm sure would be less expensive. Do you have a quantity in mind as far as how much disturbed area you expect needing hydroseeded?

Thanks,

Josh Freeman
Lead Estimator | CPESC | QSD/QSP
Superior Hydroseeding, Inc.
250 W. Riverside Drive
Watsonville, CA 95076
Office: (831)763-1811

On Thursday, May 12, 2022, 04:53:49 PM PDT, Chase Tinsley <chase@resource-env.com> wrote:

Hi Josh-

See addendum 6 – can you please quote whichever way is cheapest – or give alts?

Thank you,

Chase Tinsley

Director, Bids and Project Administration

RESOURCE ENVIRONMENTAL, INC.

ENVIRONMENTAL REMEDIATION & DEMOLITION

13100 Alondra Blvd., Ste #108, Cerritos, CA 90703

Office (562) 468-7000 / Cell (530) 379-6687

Fax (562) 468-0600

www.resourceenvironmental.com

CSLB# 864417--A,B,C-21,C-22,C-61/D-63,ASB & HAZ

PART A - LEGAL AND PROCEDURAL DOCUMENTS

A1 NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the City Engineer of the City of Marina, located at 209 CYPRESS AVENUE, MARINA, CALIFORNIA, until 2:00 P.M. on Tuesday, April 26, 2022, for furnishing all labor, equipment, materials, and other items necessary to execute the

City Park Barracks and Cypress Knolls Buildings
Blight Removal 2022 Project

The goal for this project is for the abatement, proper removal, and disposal of 45 barracks buildings and miscellaneous debris at the proposed City Park located along Second and 8th Street and 30 buildings and miscellaneous debris at the Cypress Knolls area along Rendova and Third Avenue for future park and or residential development.

The work in general is not limited to; installation and maintenance of BMPs from Storm Water Pollution Prevention Plan, tree protection and protective fencing. Tree removal and trimming as shown on the plans and further described on the Specifications and Tree Removal Permit and Arborist Report, Attachments 3. Abatement, and proper disposal of all hazardous materials on the sites described on the attached Pre demolition Hazardous Material Inspection Reports, Attachments 1 and 2 and removal of buildings on the two sites shown on the plans. Also included are utilities capping and repair and removal and disposal of roadways, walkways and retaining walls, rough grading, and site restoration.

The Contractor shall perform all work necessary to complete the City Park Barracks and Cypress Knolls Buildings Blight Removal project in their entirety in accordance with the Contract Documents.

Time for Completion - All work under this contract (Base Bid plus Additive Alternative) shall be completed before the expiration one hundred fifty (150) working days from the date specified in the Notice to Proceed.

1. One hundred twenty-five (125) working days for Base Bid
2. Twenty-five (25) working days for Additive Alternative Bids.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

Liquidated damages amount per working day shall be as specified in the Special Provisions. All Federal holidays and City holidays observed during construction shall not be included on the construction timeline specified. Time extension for weather and City delays will be granted accordingly.

All contractors submitting bids must have a valid as of the date of bid opening a California Class “A” or “B” contractor’s license. Hazardous material abatement shall be completed by a licensed C-22 contractor or BCP Section 7058 asbestos certified and DOSH registered. Building demolition shall be completed by C21 licensed contractor as required on this contract.
Review the project technical specifications for the proper contractor certifications necessary for this project.

Up^ Add To My Favorites

PUBLIC CONTRACT CODE - PCC

DIVISION 2. GENERAL PROVISIONS [1100 - 22355] *(Division 2 enacted by Stats. 1981, Ch. 306.)*

PART 1. ADMINISTRATIVE PROVISIONS [1100 - 9204] *(Heading of Part 1 added by Stats. 1982, Ch. 1120, Sec. 2.)*

CHAPTER 4. Subletting and Subcontracting [4100 - 4114] *(Chapter 4 added by Stats. 1986, Ch. 195, Sec. 42.1.)*

4100. This chapter may be cited as the "Subletting and Subcontracting Fair Practices Act."

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4101. The Legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration, and repair of public improvements often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among prime contractors and subcontractors, and lead to insolvencies, loss of wages to employees, and other evils.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4103. Nothing in this chapter limits or diminishes any rights or remedies, either legal or equitable, which:

(a) An original or substituted subcontractor may have against the prime contractor, his or her successors or assigns.

(b) The state or any county, city, body politic, or public agency may have against the prime contractor, his or her successors or assigns, including the right to take over and complete the contract.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4104. Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater.

(2) An inadvertent error in listing the California contractor license number or public works contractor registration number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

(3) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, the California contractor license number, and the public works contractor registration number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

(Amended by Stats. 2017, Ch. 28, Sec. 90. (SB 96) Effective June 27, 2017.)

4104.5. (a) The officer, department, board, or commission taking bids for construction of any public work or improvement shall specify in the bid invitation and public notice the place the bids of the prime contractors are to be received and the time by which they shall be received. The date and time shall be extended by no less than 72 hours if the officer, department, board, or commission issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified in the notice or any extension due to material changes shall be returned unopened.

(b) As used in this section, the term "material change" means a change with a substantial cost impact on the total bid as determined by the awarding agency.

(c) As used in this section, the term "bid invitation" shall include any documents issued to prime contractors that contain descriptions of the work to be bid or the content, form, or manner of submission of bids by bidders.

(Amended by Stats. 2002, Ch. 204, Sec. 1. Effective January 1, 2003.)

4105. Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4106. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.

If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

(Amended by Stats. 2009, Ch. 500, Sec. 58. (AB 1059) Effective January 1, 2010.)

4107.2. No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4107.5. The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor who had bid to the prime contractor prior to bid opening.

Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made.

The awarding authority shall, after a public hearing as provided in Section 4107 and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor:

(a) If (1) the prime contractor, (2) the subcontractor listed in error, and (3) the intended subcontractor each submit an affidavit to the awarding authority along with such additional evidence as the parties may wish to submit that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening, or

(b) If the affidavits are filed by both the prime contractor and the intended subcontractor within the specified time but the subcontractor whom the prime contractor claims to have listed in error does not submit within six working days, to the awarding authority and to the prime contractor, written objection to the prime contractor's claim of inadvertent clerical error as provided in this section.

If the affidavits are filed by both the prime contractor and the intended subcontractor but the listed subcontractor has, within six working days from the time of the prime bid opening, submitted to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error, the awarding authority shall investigate the claims of the parties and shall hold a public hearing as provided in Section 4107 to determine the validity of those claims. Any determination made shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination. The awarding authority may, on its own motion or that of any other party, admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts which may have a bearing on the decision of the awarding authority.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4107.7. If a contractor who enters into a contract with a public entity for investigation, removal or remedial action, or disposal relative to the release or presence of a hazardous material or hazardous waste fails to pay a subcontractor registered as a hazardous waste hauler pursuant to Section 25163 of the Health and Safety Code

within 10 days after the investigation, removal or remedial action, or disposal is completed, the subcontractor may serve a stop notice upon the public entity in accordance with Chapter 4 (commencing with Section 9350) of Title 3 of Part 6 of Division 4 of the Civil Code.

(Amended by Stats. 2010, Ch. 697, Sec. 43. (SB 189) Effective January 1, 2011. Operative July 1, 2012, by Sec. 105 of Ch. 697.)

4108. (a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.

(b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.

(c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.

(2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published request for subbids.

(3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section.

(Amended by Stats. 1991, Ch. 754, Sec. 1.)

4109. Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4110. A prime contractor violating any of the provisions of this chapter violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five days' notice of the time and place thereof.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4111. Violation of this chapter by a licensee under Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code constitutes grounds for disciplinary action by the Contractors State License Board, in addition to the penalties prescribed in Section 4110.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4112. The failure on the part of a contractor to comply with any provision of this chapter does not constitute a defense to the contractor in any action brought against the contractor by a subcontractor.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4113. As used in this chapter, the word "subcontractor" shall mean a contractor, within the meaning of the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, who contracts directly with the prime contractor.

"Prime contractor" shall mean the contractor who contracts directly with the awarding authority.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4114. The county board of supervisors, when it is the awarding authority, may delegate its functions under Sections 4107 and 4110 to any officer designated by the board.

The authorized officer shall make a written recommendation to the board of supervisors. The board of supervisors may adopt the recommendation without further notice or hearing, or may set the matter for a de novo hearing before the board.

(Amended by Stats. 1989, Ch. 43, Sec. 1.)

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 970115

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/20/2022 4:29:54 PM

Business Information

SVG CONTRACTORS INC
155 E MAIN AVE #110
MORGAN HILL, CA 95037
Business Phone Number:(408) 218-0993

Entity Corporation
Issue Date 02/15/2012
Reissue Date 08/02/2016
Expire Date **08/31/2022**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C21 - BUILDING MOVING, DEMOLITION
- A - GENERAL ENGINEERING
- B - GENERAL BUILDING
- C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)

Certifications

- HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with NATIONWIDE MUTUAL INSURANCE COMPANY.
Bond Number: 7900443972
Bond Amount: $15,000
Effective Date: 08/02/2016
Contractor's Bond History

Bond of Qualifying Individual

- The qualifying individual SCOTT JOSEPH HELF certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 04/12/2017
  BQI's Bond History

- This license filed Bond of Qualifying Individual number **100357614** for SCOTT TYLER RIGHETTI in the amount of **$12,500** with AMERICAN CONTRACTORS INDEMNITY COMPANY.
  Effective Date: 07/27/2017

- The qualifying individual MARK DEWAYNE HUGHES no longer owns 10 percent or more of the voting stock/membership interest of this company; therefore, a Bond of Qualifying Individual is required.
  Effective Date: 04/24/2018
  Cancellation Date: 05/25/2022

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9152755
Effective Date: 02/13/2016
Expire Date: 02/13/2023
Workers' Compensation History

Miscellaneous Information

- 04/27/2018 - DOSH REGISTRATION VERIFIED FOR C22

- 04/27/2018 - C22 NOT VALID 04/25/18 TO 04/26/18

Back to Top Conditions of Use Privacy Policy Accessibility Accessibility Certification

Copyright © 2022 State of California

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 668511

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/20/2022 4:33:46 PM

Business Information

UNLIMITED ENVIRONMENTAL INC
2300 E CURRY STREET BLG B
LONG BEACH, CA 90805
Business Phone Number:(562) 981-6600

Entity Corporation
Issue Date 04/02/1993
Reissue Date 03/12/2001
Expire Date **03/31/2023**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- B - GENERAL BUILDING
- C21 - BUILDING MOVING, DEMOLITION
- C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)

Certifications

- ASB - ASBESTOS (Check DOSH Asbestos Registration)
- HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OHIO CASUALTY INSURANCE COMPANY (THE).
Bond Number: D10722C
Bond Amount: $15,000
Effective Date: 08/26/2019
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual WILLIAM SCOTT LANGE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 07/13/2015
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the GREAT DIVIDE INSURANCE COMPANY
Policy Number:WCA2008227
Effective Date: 04/01/2021
Expire Date: 04/01/2023
Workers' Compensation History

Miscellaneous Information

- 03/12/2001 - LICENSE REISSUED TO ANOTHER ENTITY
- 07/13/2015 - DOSH REGISTRATION VERIFIED FOR C22

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

Back to Top Conditions of Use Privacy Policy Accessibility Accessibility Certification

Copyright © 2022 State of California

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 864417

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/20/2022 5:00:07 PM

Business Information

RESOURCE ENVIRONMENTAL INC
13100 ALONDRA BLVD #108
CERRITOS, CA 90703
Business Phone Number:(562) 468-7000

Entity Corporation
Issue Date 09/19/2005
Expire Date **09/30/2023**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C21 - BUILDING MOVING, DEMOLITION
- B - GENERAL BUILDING
- C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)
- C-61 / D63 - CONSTRUCTION CLEAN-UP
- A - GENERAL ENGINEERING

Certifications

- ASB - ASBESTOS (Check DOSH Asbestos Registration)
- HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 100249505
Bond Amount: $15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

- The qualifying individual JARED SLOAN COOPER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 03/16/2018
  BQI's Bond History
- The qualifying individual RICHARD BRADLEY MILLER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 10/27/2021
  BQI's Bond History
- This license filed Bond of Qualifying Individual number **6131038077** for CYNTHIA MARIE SKIFF in the amount of **$12,500** with UNITED STATES FIRE INSURANCE COMPANY.
  Effective Date: 04/01/2022

NOTE: There are 4 qualifiers (with bonding information) for this license. Up to 3 are displayed on this page.

Workers' Compensation

This license has workers compensation insurance with the GREAT DIVIDE INSURANCE COMPANY
Policy Number:WCA2021740
Effective Date: 04/01/2019
Expire Date: 04/01/2023
Workers' Compensation History

Miscellaneous Information

- 08/07/2015 - DOSH REGISTRATION VERIFIED FOR C22
- 08/30/2021 - DOSH REGISTRATION VERIFIED FOR C22
- 10/27/2021 - DOSH REGISTRATION VERIFIED FOR C22

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

Copyright © 2022 State of California

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 755357

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/20/2022 4:46:37 PM

Business Information

LEWIS TREE SERVICE INC
1500 BROMMER ST
SANTA CRUZ, CA 95062
Business Phone Number:(831) 476-1200

Entity Corporation
Issue Date 10/16/1998
Expire Date **10/31/2022**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D49 - TREE SERVICE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OHIO CASUALTY INSURANCE COMPANY (THE).
Bond Number: 243935C
Bond Amount: $15,000
Effective Date: 08/26/2019
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual NATHAN ALBERT LEWIS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 10/16/1998

Workers' Compensation

This license has workers compensation insurance with the MANUFACTURERS ALLIANCE INSURANCE COMPANY
Policy Number:2021011366889
Effective Date: 12/20/2021
Expire Date: 01/01/2023
Workers' Compensation History

Copyright © 2022 State of California

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 669057

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/20/2022 4:46:15 PM

Business Information

TOPE'S TREE SERVICE INC
P O BOX 51964
PACIFIC GROVE, CA 93950
Business Phone Number:(831) 373-7765

Entity Corporation
Issue Date 04/12/1993
Reissue Date 07/28/2011
Expire Date **07/31/2023**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D49 - TREE SERVICE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 100164618
Bond Amount: $15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ANDREW GERARD TOPE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 07/28/2011

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9287133
Effective Date: 11/01/2020
Expire Date: 11/01/2022
Workers' Compensation History

Miscellaneous Information

- 07/28/2011 - LICENSE REISSUED TO ANOTHER ENTITY

Copyright © 2022 State of California

CSLB'S GET LICENSED TO BUILD WORKSHOP- will take place on Friday, June 3rd, starting at 10 a.m.
Register on Webex Watch Workshop on YouTube

D-49 - Tree Service Contractor

California Code of Regulations
Title 16, Division 8, Article 3. Classifications

A tree service contractor prunes trees, removes trees, limbs or stumps (including grinding) and engages in tree or limb guying.

Copyright © 2022 State of California

1. Name, address and telephone number of the Owner including the contact person.

2. Name, address, EPA numbers, license number and telephone number of the Abatement Contractor including the contact person.

3. Name, address and description of the building, including size, age, and prior use of building.

4. The type and quantity of friable asbestos material involved and the description of the work.

5. Scheduled starting and completion dates.

6. Procedures that shall be employed to comply with the regulations.

7. The name, address, EPA number and telephone number of the transporter.

8. The name and address of the hazardous waste disposal facility where the asbestos waste shall be deposited.

9. The name and address of the Contractor.

Copies of all government agency correspondence and proof of delivery shall be delivered to the observation service. No work shall commence until verification of required notifications is made by the observation service.

L. Licenses:

Asbestos
Provide proof of State of California Contractors State License Board license (Asbestos C-22) and proof of Certificate of Registration for Asbestos-Related work with the Division of Occupational Safety and Health (DOSH) in accordance with Labor Code, Section 6501.8.

Lead
The contractor shall have the EPA's Renovation, Repair and Painting RRP) certification. The abatement supervisor shall be a California Department of Public Health (CDPH) certified lead related construction supervisor. All workers and supervisors performing deleading activities shall have successfully completed CDPH training. Copies of all notifications, permits, applications, licenses and like documents required by Federal, State, or local regulations

M. Certifications: Encapsulant manufacturer's certification (when required) that the Abatement Contractor is an approved applicator of the encapsulants to be used on this project.

N. Scaffolding: Submit to the observation service prior to abatement work, certification from a licensed civil or structural engineer that the scaffolding design and installation is safe and adequate for the purpose for which it will be used. Submit a copy of the scaffolding permit when required by local regulatory agencies.

O. First-Aid Supplies: Provide a list in the form of a checklist, of the contents of the first-aid kit.

P. Fire Extinguishers: Provide product data, and submit a schedule indicating the locations of the extinguishers at the job site.

Q. Manometer: Shall have a built-in alarm and continuous hard copy readout.

Certified Renovation Firms

The following certified firm matches the criteria that you specified.

- Certification Number: NAT-23762-2
- Discipline: Renovation

Renovation firms must apply for recertification every 5 years. The expiration of each firm's current certification is listed below. Go to EPA's lead-safe certification program webpage for more information or to apply online.

New Search

Show 5 entries Filter results:

Firm	Discipline	Certification Number	Expiration Date
Resource Environmental, Inc. 13100 Alondra Blvd Cerritos , California 90703 (562) 468-7000	Lead Abatement, Renovation	NAT-23762-3	04/23/2025

Showing 1 to 1 of 1 entries First Previous 1 Next Last

Disclaimer

For your convenience, the U.S. Environmental Protection Agency (EPA) publishes this list of certified renovation firms that meet EPA's standards to perform renovation activities involving lead-based paint. The list is an information resource only. EPA does not endorse any of the firms included on this list nor do we provide any warranty about their performance. Consumers are advised to request bids and conduct reference checks before engaging any firm/contractor.

FEBRUARY 10, 2017

Certified Renovation Firms

There are no certified firms for below search.

- Firm Name : SVG Contractors
- Discipline: Renovation

New Search

FEBRUARY 10, 2017

Certified Renovation Firms

The following certified firms match the criteria that you specified.

- Firm Name : Silicon Valley
- Discipline: Renovation

Renovation firms must apply for recertification every 5 years. The expiration of each firm's current certification is listed below. Go to EPA's lead-safe certification program webpage for more information or to apply online.

New Search

Show 5 entries Filter results:

Firm	Discipline	Certification Number	Expiration Date
Rebuilding Togerther Silicon Valley 1701 S. 7th Street San Jose , California 95112 408-578-9519	Renovation	NAT-40169-3	05/28/2025
Silicon Valley Demolition Inc. 155 East Main Avenue Morgan Hill , California 95037 408-218-0993	Lead Abatement, Renovation	NAT-F158743-2	11/17/2025
Silicon Valley Foundation 63 N 1st Street Campbell , California 95008 408-879-0710	Renovation	NAT-41529-3	09/22/2026

Showing 1 to 3 of 3 entries First Previous 1 Next Last

Disclaimer

For your convenience, the U.S. Environmental Protection Agency (EPA) publishes this list of certified renovation firms that meet EPA's standards to perform renovation activities involving lead-based paint. The list is an information resource only. EPA does not endorse any of the firms included on this list nor do we provide any warranty about their performance. Consumers are advised to request bids and conduct reference checks before engaging any firm/contractor.

FEBRUARY 10, 2017

If My Information Changes do I Have to Amend My Application?

A firm must amend its certification within 90 days of a change to information included in its most recent application. Examples of amendments include a change in the firm's name without transfer of ownership, or a change of address or other contact information. If a firm fails to amend its certification within 90 days of the date the change occurs, then it will not be authorized to perform renovations until its certification has been amended.

Amending a certification will not affect the validity of the existing certification or extend the certification expiration date. EPA will issue the firm a new certificate if necessary to reflect information included in the amendment. Firm certifications are not transferable. If the firm is sold, the new owner must submit a new initial application for certification.

- Amend your application online <https://epa.gov/lead/lead-renovationabatement-firm-certification-application-or-update>

Fee Schedule

Fee Type	Amount
Renovation Firm Certification/Recertification	$300 (this fee is $20 for a tribal firm)
Lead-based Paint Activities Certification/Recertification (Abatement, Inspection, Risk Assessment)	$550 (this fee is $20 for a tribal firm)
Combined Renovation and Lead-based Paint Activities Firm Application	$550 (this fee is $20 for a tribal firm)
Replacement Certificate	$15

Fee Refund Policy

Firms having submitted an application and associated fees for certification or re-certification who wish to withdraw their application prior to Agency approval will receive a fee refund based upon the schedule listed below. Firms who request a refund more than 10 days after the Agency receives the application will receive only a partial refund.

Number of Days Following Agency Receipt of Application	Percent Reimbursable (based upon total fees submitted)
Up to 10 days	100%
11 to 60 days	75%
61 to 120 days	50%
121 or more days	25%

Note: Refunds will only be made after EPA verifies fee receipt and deposit by the U.S. Treasury. Firms must notify the Agency in writing in order to qualify for a refund. The date of withdrawal is the date on which the Agency received the withdrawal notification. EPA will not refund fees after granting a firm certification or re-certification. If your application is disapproved, then EPA will not refund fees. Refunds are not available for replacing a certificate. Refund and withdrawal requests must be sent to the following address:

U.S. EPA
P.O. Box 14417
Washington, DC 20044-4417

Have a Question?

- Search frequent questions about lead <https://epa.gov/faqs/search/topics/lead-315205>
- View frequent questions about applying for firm certification <https://epa.gov/faqs/search/topics/lead-315205/topics/applying-certification-or-accreditation-315223>.
- Contact the Lead Hotline <https://epa.gov/lead/forms/lead-hotline-national-lead-information-center>

Certified Renovation Firms

There are no certified firms for below search.

- Firm Name : Unlimited Environmental
- Discipline: Renovation

New Search

FEBRUARY 10, 2017

shall be disposed properly.

A walk through with the City arborist and Contractor shall be done to properly mark trees to be removed before execution of work. Tree removal of trees not designated for removal shall be 3:1 replacement, of comparable size at maturity and native species. Fines and cost of replacements will be calculated and shall be borne by the Contractor and deducted from Contractor payment.

3 TREE TRIMMING

Trees designated for trimming/pruning shall be as shown on the plan and wrapped with ribbon. Contractor may trim/prune additional trees to remain to execute their work and to protect remaining trees from damage due to Contractor's operations, subject to the approval of the Engineer and the Arborist. Tree Trimming shall be done by a licensed tree removal contractor and shall not remove more than 30% of any one tree's canopy. Trees shall be allowed to develop their natural forms and shall not be trimmed as topiaries or other unnatural forms.

The City arborist shall monitor all tree trimming and pruning. Broken limbs of trees to remain and not impacted by Contractor's operations shall be cut, removed, and disposed.

END OF SECTION

- *Good.* Tree is healthy and vigorous, as indicated by foliage color and density, and has no apparent signs of insect, disease, structural defects, or mechanical injury. Tree has good form and structure.
- *Fair.* Tree is in average condition and vigor for the area, but may show minor insect, disease, or physiological problems. Trees in fair condition may be improved with correctional pruning.
- *Poor.* Tree is in a general state of decline. Tree may show severe structural or mechanical defects which may lead to failure, and may have insect or disease damage, but is not dead.

Tree health was evaluated by visually inspecting each tree from its root crown to its foliar canopy for signs of decay, disease, or insect infestations. In accordance with MMC's definition of a "tree," dead trees were not inventoried.

GPS data were collected using a Trimble® Geo 7 Series GPS and were then digitized using Trimble® GPS Pathfinder and ESRI® ArcGIS 10.4. GPS data were collected using geographic coordinate system Universal Transverse Mercator (UTM) Zone 10 North and the World Geodetic System 1984 (WGS84) datum.

RESULTS

DD&A inventoried 96 trees in the vicinity of the buildings proposed for demolition, including 33 Monterey pines (*Pinus radiata*), 30 Eucalyptus (*Eucalyptus* sp.), 23 Monterey cypresses (*Hesperocyparis macrocarpa*), four (4) acacia (*Acacia* sp.), three (3) canyon live oaks (*Quercus chrysolepis*), one (1) coast live oak (*Quercus agrifolia*), one (1) Australian tea tree (*Leptospermum laevigatum*), and one (1) myrtle (*Myrtus* sp.) (**Figure 1**, **Appendix A**, and **Appendix B**). Most trees are in average vigor for the area but are showing signs of decay, disease, and insect infestations, including pitch canker (*Fusarium circinatum*), oak branch canker, foamy bark canker, oak ambrosia beetles, and *Phytophthora* root and crown rot. No symptoms of sudden oak death were observed.

DISCUSSION

Per conversations with Wallace Group, the City's engineering consultant for the project, demolition and excavation at Cypress Knolls would be limited to three (3) inches deep within the existing building footprints. Due to the shallow depth of excavation, demolition is not likely to significantly impact the dripline of any adjacent tree and tree removal is not required to successful implement the project. However, it is recommended that trees whose canopies overlap or abut buildings are trimmed prior to demolition. In accordance with the City's Tree Protection Guidelines and with California Fish and Game Code, the following measures are recommended to avoid or minimize impacts potential adverse impacts resulting from tree trimming:

1. Trimming must conform to the guidelines and best management practices established in **Appendix C**, must be performed by a qualified tree removal contractor, and must not remove more than 30 percent of any one tree's canopy. Trees shall be allowed to develop their natural forms and shall not be trimmed as topiaries or other unnatural forms.

DISCUSSION

Per conversations with Wallace Group, the City's engineering consultant for the project, excavation due to building demolition in the proposed City Park would be limited to three (3) inches deep within the footprints of all existing 47 buildings (to remove debris) and excavation due to soil remediation would extend to six (6) inches deep and six (6) feet out from five buildings (buildings T-2150, T-2170, T-2189, T-2191, and T-2213).

Due to the shallow depth of excavation required for demolition, demolition is not likely to significantly impact the dripline of any adjacent tree and tree removal would not be required to successful implement this portion of project; however, it is recommended that trees whose canopies overlap or abut buildings are limbed or trimmed prior to demolition. In accordance with the City's Tree Protection Guidelines and with California Fish and Game Code, the following measures are recommended to avoid or minimize impacts potential adverse impacts resulting from tree trimming:

1. Trimming must conform to the guidelines and best management practices established in **Appendix C**, must be performed by a qualified tree removal contractor, and must not remove more than 30 percent of any one tree's canopy. Trees shall be allowed to develop their natural forms and shall not be trimmed as topiaries or other unnatural forms.
2. Work should be timed to avoid the breeding and nesting season for raptors and other protected avian species. If work must occur during the avian breeding and nesting season (approximately February 1 through September 15), surveys for nesting birds shall be conducted no more than 15 days prior to project activities in all areas within 300 feet of the project footprint that may provide suitable nesting habitat. If nesting birds are identified during surveys, an appropriate buffer shall be imposed within which no work or disturbance will take place (generally 300 feet in all directions). A qualified biologist shall be on-site during work re-initiation in the vicinity of the nest offset to ensure that the buffer is adequate and that the nest is not stressed and/or abandoned. No work shall proceed in the vicinity of an active nest until such time as all young are fledged, or until after September 16, when young are assumed fledged.

Due to the level of excavation required for soil remediation, tree removal would be required around buildings T-2150, T-2170, T-2189, T-2191, and T-2213 and would include the following trees:

- Tree 1278 (acacia in fair condition),
- Tree 1279 (acacia in fair condition),
- Tree 1281 (acacia in fair condition),
- Tree 1282 (Australian cheesewood in fair condition), and
- Tree 1319 (Monterey pine in poor condition).

Per UVSP Tree Standards, mitigation (i.e., replacement) would not be required for removal of these trees, which are non-native species or native trees in poor condition. However, in accordance with City Code, a tree removal permit from the City would be required to remove all living trees, including trees in poor condition. Therefore, a completed tree removal permit application for Trees 1278, 1279, 1281, 1282, and 1319 is included in this report as **Appendix D**. Tree removal must conform to any requirements established

17.62.030 Unlawful actions upon trees.

Unless otherwise exempted, it is unlawful for any person to:

A. Remove, damage or relocate or cause to be removed, damaged or relocated any tree within the city without first obtaining a tree removal permit following the provisions of Section 17.04.060, unless said removal, damage or relocation is exempted by Section 17.04.040 or 17.04.050;

B. Conduct construction activities within the drip line of any tree unless these activities are conducted in compliance with tree protection guidelines adopted by resolution of the planning commission. (Ord. 2020-07 § 2, 2020; Ord. 2006-19 § 1, 2006)

The Marina Municipal Code is current through Ordinance 2022-01, passed March 1, 2022.

Disclaimer: The city clerk's office has the official version of the Marina Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

City Website: cityofmarina.org
Code Publishing Company

17.62.060 Tree removal permit.

A. *Application.* A person who desires to remove or relocate any tree on any property unless exempted by Section 17.62.040 or 17.62.050 shall first secure a tree removal permit from the city. An application for such a permit shall be made on an application form provided by the city accompanied by fees established pursuant to action by the city council. The application shall contain the following:

1. The number, species, size, location of each tree proposed for removal and that may potentially be affected by the proposed development;

2. A statement on the reason for the requested action; and

3. Any other pertinent information determined necessary by the community development director or designee, such as an arborist report, prepared by a tree expert, that includes the following:

a. Physical identification of each tree on site that is addressed by the report, either by number or colored tag that is attached to each tree and keyed to the report,

b. A site plan that identifies the location of each tree on site that is addressed by the report, its root zone and canopy in relation to proposed development,

c. Size, species, health, and impacts anticipated by the proposed development, and

d. Whether the tree is proposed for preservation or removal;

4. That identifies all existing and proposed site improvements and the location, root zone drip line, and canopy of each tree in the arborist report.

B. *Review Process.* The community development director or designee, upon review and recommendation by the tree committee, may approve, deny or conditionally approve a request for removal. If the request is a part of a development proposal that requires review by the site and architectural design review board, the minor subdivision committee, and/or the planning commission, the community development director or designee shall refer the application together with a recommendation for action thereon to the appropriate reviewing body.

C. *Required Findings for Approval of Tree Removal Permit.* The following findings are required prior to approval or conditional approval of a tree removal permit:

1. The tree is in poor condition and is in danger of falling within proximity to existing structures, high pedestrian traffic areas such as parking lots, playgrounds and pedestrian walkways, or interference with utility services that cannot be controlled or remedied through reasonable preservation and/or preventive procedures and practices; or

2. The tree is host to a plant, or insect, or other parasitic organism which endangers other adjacent healthy trees; or

3. The location of more than three trees conflicts with the construction of street or sidewalk improvements, storm drain, traffic signals or signs; or

4. The number of trees on the site is in excess of the number of healthy trees the site is able to support, based on such considerations as tree species, growth characteristics, general health of the stand, tree age, solar orientation and soil condition; or

5. The applicant outlines other clearly documented and compelling reasons for the removal or relocation of a tree which do not include the elimination of falling leaves or shade, or improving a view; and

6. The tree does not serve as part of a windbreak system, or assist in drainage or in the avoidance of soil erosion, or serve as a component of a wildlife habitat, or otherwise play a prominent role in maintaining the existing urban forest; and

7. Due to the tree's contribution to the aesthetic beauty of the area, the removal would not have a substantial detrimental effect on neighboring property values; and

8. If the removal request is concurrent with development plans for the property and the development plans indicate that it is necessary to remove or relocate the tree to enable reasonable and conforming use of the property which is otherwise prevented by the location of the tree.

D. *Conditions of Approval.* If it is determined by the appropriate approval authority that adverse effects of tree removal can be mitigated, conditions shall be imposed on the removal including, but not limited to, one or more of the following:

1. *Tree Removal and Protection Plan.* Tree removal information shall be provided on the grading permit prior to issuance. All tree protection shall be installed and approved by the grading inspector prior to removal or retention of any trees. The tree removal and protection plan shall include:

a. Trees approved for removal;

b. Trees required to be preserved or relocated;

c. Tree protection guideline notes to include an objectively observable maintenance and care plan and program to be implemented to insure the continued health and care of other trees on the property during construction in accordance with tree protection guidelines adopted by resolution of the planning commission.

2. *Compensation Plans.* Requiring the replacement or placement of additional trees on the property and/or the payment to the city to fund the purchase, the planting and the maintenance of off-site replacement trees by the city pursuant to a city-adopted public tree planting plan. Such replacement trees and/or payment shall be based upon having the combined DBH of the replacement trees equal to the combined DBH of the healthy trees to be removed unless the compensation plan is appealed, in which case the city council may approve tree replacement at a lesser rate. However, until such time as said public tree planting plan is adopted, such replacement trees and/or payment shall be based upon the replacement of the healthy trees to be removed on a minimum two-for-one basis or multiplied by three for each tree removed in violation of this chapter,

unless the compensation plan is appealed, in which case the city council may approve tree replacement at a lesser rate.

3. *Site Restoration Plan.* Requiring restoration of ground surface area in the vicinity of tree removals. Such restoration shall include but not be limited to the removal of tree stumps and the filling of any holes left by the tree removals.

E. *Public Notice.*

1. In the event that the tree removal request is associated with a development proposal, the public shall be informed of said request following the noticing procedures for said development proposals pursuant to Marina's subdivision and zoning ordinances.

2. In the event that the tree removal request is not associated with a development proposal and the city manager or designee grants a tree removal permit, a notice of such action shall be posted on the site together with information relative to appeal rights.

F. *Display of Tree Removal Permit.* Prior to and during the removal of any tree approved for removal, a copy of the tree removal permit shall be displayed on site. If no tree removal permit is displayed, the city will issue a stop work order and commence the city's administrative fine process. (Ord. 2020-07 § 2, 2020; Ord. 2006-19 § 1, 2006)

The Marina Municipal Code is current through Ordinance 2022-01, passed March 1, 2022.

Disclaimer: The city clerk's office has the official version of the Marina Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

City Website: cityofmarina.org
Code Publishing Company

Chase Tinsley

From: Josh Freeman <josh@superiorhydroseeding.net>
Sent: Friday, May 13, 2022 8:28 AM
To: Chase Tinsley
Cc: Iridian Tello; Albert Sanchez Jr.
Subject: Re: City of Marina: City Park Barracks and Cypress Knolls Buildings Blight Removal Project-ADDENDUM 6

Hi Chase,

Thanks for the update on addenda #6. We actually don't do wood chips/mulch, but the hydroseeding option I'm sure would be less expensive. Do you have a quantity in mind as far as how much disturbed area you expect needing hydroseeded?

Thanks,

Josh Freeman
Lead Estimator | CPESC | QSD/QSP
Superior Hydroseeding, Inc.
250 W. Riverside Drive
Watsonville, CA 95076
Office: (831)763-1811

On Thursday, May 12, 2022, 04:53:49 PM PDT, Chase Tinsley <chase@resource-env.com> wrote:

Hi Josh-

See addendum 6 – can you please quote whichever way is cheapest – or give alts?

Thank you,

Chase Tinsley

Director, Bids and Project Administration

RESOURCE ENVIRONMENTAL, INC.

ENVIRONMENTAL REMEDIATION & DEMOLITION

13100 Alondra Blvd., Ste #108, Cerritos, CA 90703

Office (562) 468-7000 / Cell (530) 379-6687

Fax (562) 468-0600

www.resourceenvironmental.com

CSLB# 864417--A,B,C-21,C-22,C-61/D-63,ASB & HAZ

standards, with regard to the construction of water facilities.

The "Standard Specifications for Public Works Construction," (Green Book), are incorporated herein by this reference. Copies may be purchased from Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034.

300.18 USE OF DISTRICT SEWERAGE FACILITIES

The District and the State of California have regulations on the types of wastes that are allowed to be discharged into its sewers in order to protect the facilities of the District and its operations to meet its discharge requirements. The section on the use of District sewerage facilities in the District's Code, including a separate supplement, sets forth these requirements. These provisions establish conditions under which certain users are required to obtain permits for use of District sewerage facilities. Applicants whose sewage discharges qualify them for a permit shall not be allowed to connect the building sewer to the District lateral sewer or sewer main until a written notification is provided by the District allowing the hookup. All users must comply with the discharge prohibitions established in the District's Code.

300.19 PROJECT CONSTRUCTION

300.19.1 Notification

Signed Utility Plans and notices shall be given to the District Engineer at least 48-hours before starting construction. Applicant shall also notify the city, and/or County inspector's prior to work within public right-of-way. For a complete review of the construction inspection requirements, please refer to the District's Construction Manual.

300.19.2 License Requirements

1. The applicant's contractor shall have a Class A or C-34 license.

2. The applicant's contractor shall have a business license to operate within the city having jurisdiction.

300.19.3 Preconstruction Meeting

A preconstruction conference is to be held no sooner that 24-hours before starting construction, at which will be present the applicant's contractor's working foremen and/or job superintendent, the applicant's engineer, the District inspector, and a representative from the District's O&M Department. The purpose of this meeting will be to answer any questions on District specification requirements, to obtain the contractor's construction schedule, and to discuss any known circumstances that might affect job installation.

Preconstruction Meeting Agenda: Without relieving the developer of responsibilities outlined elsewhere in the specifications; the District will present to the developer a list of requirements that may contain, but will not be limited to, the following items:

1. Order of work
2. Working hours
3. Site Accessibility
4. District facilities that will be taken off-line for construction
5. Startup operations of new facilities and other District facilities affected by the project

UNLIMITED
ENVIRONMENTAL, INC.
DEMOLITION | ASBESTOS | LEAD | MOLD

05/20/2022

City of Marina
Public Works Department
809 Cypress Ave
Marina, CA 93833

Attn: Elvie Camacho

Re: City of Marina City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project
Bid Submission Protest

Ms. Camacho,

Please allow this letter to serve as Unlimited Environmental's (UEI)protest of bids submitted to the City of Marina for the City Parks Barracks and Cypress Knolls Building Blight Removal 2022 Project, specifically SVG Contracting (SVG), Inc and Resource Environmental, Inc (Resource).

After careful review of the bid specifications, addendum details and bids submitted by both SVG and Resources the following was found to be noncompliant with the bid specifications and addendums, which would cause the respective bid proposals to be non-responsive and should be rejected.

SVG failed to designate a Tree Trimming Subcontractor as required in the bid specifications outlined in A5 Designations of Subcontractors and the Technical Specifications Section 107-3, Tree Trimming… "*Tree Trimming shall be done by a licensed tree removal contractor and shall not remove more than 30% of any one tree's canopy*." Also as required by the CSLB, a D-49 Tree Service Contractor license is required to perform tree pruning services, SVG does not hold a D-49 license and therefore would require a subcontractor to preform said work. UEI received several bids from license D-49 contractors to perform the specified Tree Trimming scope of work, none of the bids received were less than the $25,000. As required in A5 Designation of Subcontractors, bidders were required to list all subcontractors whose portion of work would be more than one-half of one percent of the bidders' total aggregate bid. A rough calculation of SVG's bid would require SVG to list any subcontractor utilized on this project whose subcontract would exceed $19,952. I would respectfully ask SVG be required to provide proof of proposal from a D-49 licensed contractor with a specified scope of work as determined by the bid specifications, a total price less that the one half of one percent of their aggregate bid as required in the bid specifications and dated prior to the city's bid opening. If they are unable to do so, the failure to list designated subcontractors would render SVG's bid nonresponsive and therefore should be rejected. Furthermore, in April of 2022 SVG made a change to the Qualifying Individual on their Contractors State License, specifically the C-22 Asbestos Abatement License. Mark Dwayne Hughes, is the individual who holds the C-22 license for SVG, changed from a RMO (Responsible Managing Officer) to a RME (Responsible Managing Employee). Although Mr. Hughes is still shown on SVG's contractor's license, an updated Bond of Qualifying Individual is not on file with the CSLB, and the current bond which secures the C-22 license is due to expire on May 25,2022 (see attached printout from the CLSB). Without a Bond

of Qualifying Individual for the C-22 license, the license will be suspended, and SVG would not be licensed to preform Asbestos Abatement work. Again, SVG failed to designate an Asbestos Abatement contractor on the A5 Designated Subcontractor, which again would render SVG's bid nonresponsive and therefore should be rejected.

During the bid opening, it was brought to the attention of the bidders by the city, there was an irregularity with Resource Environmental's bid submission. The bid submitted by Resource failed to include an actual/accurate "*GRAND TOTAL BID*" on the bid schedule. The value identified as the "*GRAND TOTAL BID*" on the Bid Schedule differed from the *"GRAND TOTAL"* line item on first page of A3 Proposal Form (labeled page 8). The bid submission did not tally the total of all line items represented on the bid schedule, and the amount identified as the "*GRAND TOTAL BID*" was the same as the "*TOTAL BASE BID*". This error leads to ambiguity in the bid submitted by Resources and presents a disadvantage to all bidders.

With the consideration Unlimited Environmental submitted a qualified bid and was the second lowest responsive bidder, respectfully we ask you to consider award of the contract to UEI.

Respectfully,

Jill Dupleich
Vice President
Unlimited Environmental, Inc

EXHIBIT "E-1"

Sweeney Mason LLP

M. Jonathan Robb, Jr.
Attorney at Law

JROBB@SMWB.COM
SWEENEYMASON.COM

O. 408-356-3000
F. 408-354-8839

June 7, 2022

Via Overnight Mail and Email

Brian McMinn
City Of Marina
211 Hillcrest Avenue
Marina, CA 93933
Email: bmcminn@cityofmarina.org

CITY OF MARINA
ENGINEERING
JUN 07 2022
RECEIVED
3:35pm

Re: City of Marina, City Park Barracks and Cypress Knolls Building Blight Removal 2022 Project ("Project")
SVG Contractors, Inc.'s Response to UEI and REI's Bid Protests

Dear Mr. McMinn:

Our firm represents SVG Contractors, Inc. ("SVG") in connection with the bid protests of Unlimited Environmental, Inc. ("UEI") and Resource Environmental, Inc. ("REI") to the above Project. SVG received the protests via your letter of May 31, 2022, and hereby responds.

The protests of UEI and REI are without merit because (1) they misstate the law, (2) SVG is qualified by law to perform tree trimming work through its A and B licenses, (3) SVG maintains an EPA Renovation, Repair, and Painting ("RRP") certification, (3), SVG maintains a C-22 asbestos abatement license, and (4) the clerical errors raised by REI are generally false or meaningless. SVG was clearly the lowest responsible bidder, and should be awarded the contract. The City should not countenance REI and UEI's bold attempt to excessively overbid the Project, but still obtain the award by aggressive legal process.

There are no material errors or irregularities within SVG's bid. SVG is qualified. It is the lowest responsible bidder. Simply, the City is legally obligated to maintain its award of the contract to SVG.

A. REI Misstates the Law; Errors Must Be Material to Disqualify a Bid

REI's recitation of law is inaccurate because it ignores whether the alleged defect is material. Public owners have a statutory obligation to award the contract to the "lowest responsible bidder." (Pub. Contract Code §§ 10180, 20162, 20672, 10185; *Universal By-Products, Inc. v. City of Modesto* (1974) 43 Cal.App.3d 145, 152). The lowest responsible bidder is the bidder whose bid is the lowest monetary bid, who responds to the requirements of the proposed work, and who is financially responsible and qualified to do the work. *(Inglewood-Los Angeles County Civic Center Authority v. Superior Court of Los Angeles County,* (1972) 7 Cal.3d 861; *Associated Builders & Contractors v. San Francisco Airports Commission,* (1999) 21 Cal.4th 352, 366.) "A bid is responsive if it promises to do what the bidding instructions require." (*DeSilva Gates Construction, LP v. Department of Transportation* (2015) 242 Cal.App.4th 1409, 1417.)

In assessing whether the bid does what the instructions require, substantial conformity is required. (*Id.* at 1422.) That is because, "Not every mistake on a bid is sufficiently significant to render the bid nonresponsive." (*Id.* at 1420.) Variances may not affect the amount of the bid or give the bidder an unfair advantage. (*Id.* at 1422.) Even assuming SVG's bid was technically non-responsive, the allegations asserted in the bid protests are immaterial to the amount of SVG's bid and should be waived by the City.

B. SVG is Properly Licensed to Self-Perform Tree Trimming Work

Both REI and UEI raise that SVG does not maintain a C-61/D-49 tree service license, and contend that SVG is therefore not qualified. The argument is without merit. SVG is a licensed contractor with A, B, C-21, and C-22 licenses, and a Hazardous Substances Removal certification with the Contractors' State License Board. (EPA certifications are mentioned below.) California Business and Professions Code section 7056 defines a general engineering contractor as follows:

> A general engineering contractor is a contractor whose principal contracting business is in connection with fixed works ***requiring specialized engineering knowledge and skill***, including the following divisions or subjects: ***irrigation, drainage,*** water power, water supply, flood control, inland waterways, harbors, docks and wharves, shipyards and ports, dams and hydroelectric projects, levees, river control and reclamation works, railroads, highways, streets and roads, tunnels, airports and airways, sewers and sewage disposal plants and systems, waste reduction plants, bridges, overpasses, underpasses ***and other similar works***, pipelines and other systems for the transmission of petroleum and other liquid or gaseous substances, ***parks, playgrounds and other recreational works***, refineries, chemical plants and similar industrial plants requiring ***specialized engineering knowledge and skill***, powerhouses, powerplants and other utility plants and installations, mines and metallurgical plants, ***land leveling and earthmoving projects, excavating, grading, trenching,*** paving and surfacing work and cement and concrete works in connection with the above-mentioned fixed works. (Emphasis added.)

The list of works in Section 7056 is not exhaustive. (*Ron Yates Construction Co. v. Superior Court* (1986) 186 Cal.App.3d 337, 345-347 [discussing application of *ejusdem generis*].) Section 7056 instead includes an expansive definition allowed the class A licensee to perform such work that requires "specialized engineering knowledge and skill." (*Id* at 345-347.)

In comparison, the permissible scope of a C-61/D-49 Tree Service Contractor is much more limited. A C-61/D-49 licensee is one who "prunes trees, removes trees, limbs or stumps (including grinding) and engages in tree or limb guying." (CCR, Title 16, Div. 8, Art. 3, C-61/D-49.) A contractor with a different license "may perform work within the field and scope of the operations of Classification C-61, provided the work is consistent with established usage and procedure in the construction industry and is related to the specialty contractor's classification." (CCR, Title 16, Div. 8, Art. 3, C-61.) **That is, by the express terms of California's licensing regulations, contractors do not need to be licensed as a D-49 licensee to perform tree trimming services.**

Further, the code specifies when specialty licenses are required in addition to A or B licenses. For example, with asbestos work, a "contractor shall not engage in asbestos-related work" unless the

contractor maintains a specialty C license. (Bus. & Prof. Code, § 7058.5.) No such restriction applies to tree-trimming work.

Given the scope and location of the work, SVG's Class A General Engineering Contractor License more than sufficed for this project and the lesser C-61/D-4 license is superfluous as it is fully encompassed within the class A license requirements. (*See Pacific Caisson & Shoring Inc. v. Bernards Bros. Inc.* (2011) 198 Cal.App.4th 681, 690 [involving a contractor holding an A license but not a C-12 license required by the bid documents, and holding that the A license sufficed].)

Here, SVG's A license includes the same work authorized by the D-49 specialty license. Specifically, the A license allows SVG to perform work at parks and playgrounds which frequently include trees. It also allows SVG to level land and perform grading work, presumably including the removal of trees. By SVG's specialized skill and knowledge, it is fit to perform tree trimming work.

In fact, SVG and its related company Silicon Valley Demolition have performed tree trimming work for decades, including perhaps dozens of projects, including but not limited to the following:

1. Swinerton Builders - Laurel Dell Elementary School, Increments 1 & 2 (Trimming and Removal)
2. Plaza Construction - CMI Data Center (Removal)
3. San Jose/ Evergreen Community College District - SJCC Building K and Gym Demolition (Trimming and Removal)
4. City of San Francisco - PW Geary & Steiner Pedestrian Overcrossing (Trimming and Removal)
5. Clayco Construction - DuPont Chemical Plant, Oakley (Removal)
6. Contra Costa Community College District - C-4016, Inc. 3, Demo/Abatement of PS, BS & Other Structures (Trimming and Removal)

SVG has never before been questioned whether it could perform this work.

The plans for the Project include detailed descriptions of the means and methods for the required tree trimming. The plans mention that the City Arborist will maintain supervision of the tree trimming. This detail achieves the purposes of Monterey County referenced by REI to protect trees. While SVG could perform the tree trimming work without that significant level of detail, with it, SVG is more than competent and responsible to perform the work.

SVG has the proper legal licensing to perform the tree trimming work. Further, SVG's extensive experience with tree trimming work indicates they are a responsible choice to perform the work.

C. SVG is Properly Certified with An EPA RRP Certification

REI contends that SVG lacked an EPA RRP certification. The contention is false. A true and correct copy of SVG's RRP certificate is attached as Exhibit "A."

D. SVG is Properly Licensed with a C-22 Asbestos License

UEI speciously argues that SVG's C-22 license may lapse in the future. While that is true of all licenses, SVG's C-22 license remains valid as per Exhibit "B." SVG will maintain proper licensing throughout the Project.

E. Other Alleged Clerical Errors Are Without Merit

REI provides without meaningful support a list of "irregularities and clerical errors." That list, and why they are incorrect, is as follows:

1. **REI argues that SVG provided a notary acknowledgement rather than a jurat.** That is false. On the face of the non-collusion affidavit, in the lower left corner, the notary stated, "subscribed and sworn to before me." That language indicates a jurat. The second page acknowledgment does not change the nature of the jurat on the first page.

2. **REI argues that SVG entered bid bond amounts too low for its bid.** SVG realizes that the bid bond amount stated was $43 too low. Attached as Exhibit "B" is a letter from the bond surety indicating that the clerical error does not require any modification to SVG's bid. The law pertaining to clerical errors is discussed below.

3. **REI argues that SVG stated, "Please see attached" where it should have provided information.** This seems to reference SVG's experience history, where the bid form provided seven lines. SVG attached a chart containing nineteen lines. Providing extra information is not a material defect to the bid.

4. **REI argues that SVG did not extend its unit prices or add the amount sums.** SVG realizes that, because of rounding, its numbers vary by less than $5.00 in total. REI's argument that $5 impacts the bid price is without merit. SVG stands by its total bid price.

F. In the Alternative, Any Deviation was Minor and Excusable

When the alleged defect does not affect the amount of the bid, state law provides a public entity with discretion to waive inconsequential defects in a bid. (*Ghilotti Construction v. City of Richmond* (1996) 45 Cal.App.4th 897, 900 ["we hold that a public entity may waive inconsequential deviations from contract specifications in a public contract bid."].) It is well-established that the awarding authority may waive a non-substantial or immaterial irregularity in a bid. (*Id.*) A substantially conforming bid, even if not strictly responsive, should nevertheless be accepted if the variance cannot and did not affect the amount of the bid or give the bidder an advantage or benefit not allowed other bidders. (*See, Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175.) Here, the City thus has the discretion and authority to accept any non-material departures from the bidding instructions.

The protests of UEI and REI raise issues that are immaterial and provide no competitive advantage or impact on the amount of the bid. As to the tree-trimming work, UEI and presented a

bid that allocated $30,000 to the tree trimming work, using Tope as the tree-trimming subcontractor. The fourth-lowest bidder (JDML) presented a bid of $62,485 for tree-trimming work, also using Tope as its subcontractor. However, SVG's bid allotted $75,260 for its self-performed tree-trimming work. Accordingly, no competitive advantage was afforded to SVG where it would have been less expensive for SVG to hire Tope. Further, the clerical errors mentioned above do not impact the amount of the bid. Of course, the contentions that SVG does not possess proper licenses or certificates where it has those licenses or certificates are both without merit and also do not impact the bid.

For the above reasons, UEI and REI's bid protests must be rejected. As the lowest responsible bidder, SVG should be awarded the contract. If the City requires any further clarification concerning the licensure requirements, SVG reserves its rights to supplement this response.

Sincerely,

SWEENEY MASON LLP

M. JONATHAN ROBB, JR.

MJR:

Attachments

c: City Manager *via email (mmowery@cityofmarina.org)*
Ms. E. Camacho *via email (elviec@wallacegroup.us)*

EXHIBIT A

United States Environmental Protection Agency

This is to certify that

SVG Contractors, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires November 17, 2025

NAT-F158743-2

Certification #

June 08, 2020

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

EXHIBIT B

DeSando
INSURANCE SERVICES

June 7th, 2022

RE: SVG Contractors, Inc
155 East Main Ave
Morgan Hill, CA 95037

PROJECT: City Park Barracks and Cypress Knolls Buildings, Blight Removal 2022 Project

To Whom It May Concern:

DeSando Insurance Services LLC of San Jose, CA provides bid and payment and performance bonds on the behalf of SVG Contractors, Inc.

On May 16th, 2022, DeSando Insurance Services LLC issued a performance and payment bonds for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project in the amount of $399,000.00. During the issuance there was a clerical error made by our firm in which the bid bond should have been issued for $399,432 to coincide with SVG Contactors, Inc bid in the amount of $3,990,432. As the acting power of attorney for American Contractors Indemnity Company who is the underwriting surety for said bond, we can reissue another bid bond in the amount of $399,432 or we will issue a performance and payment bonds for the full contract value of $3,990,432. I want to assure you that bond we issued will fully satisfy all bond requirements for said project.

We are confident that you will find SVG Contractors, Inc a pleasure to work with. Please feel free to contact me with any questions or concerns.

Sincerely,

Angelo DeSando
President
Power of Attorney

PH: 408-268-3333
FAX: 408-264-7016

6081 Meridian Ave Ste 70-125
San Jose, CA 95120

www.desandoins.com
info@desandoins.com

EXHIBIT "E-2"

UNLIMITED
ENVIRONMENTAL, INC.
DEMOLITION | ASBESTOS | LEAD | MOLD

June 7, 2022

CITY OF MARINA
ENGINEERING
JUN 07 2022
RECEIVED 1:25pm

City of Marina
Attn: Brian McMinn
211 Hillcrest Ave
Marina, Ca 93933

Re: City of Marina, City Park Barracks and Cypress Knolls Building Blight Removal 2022 Project – Bid Protest RESPONSE

Dear Mr. McMinn:

Unlimited Environmental, Inc. (UEI) is receipt of the bid protest submitted to the City of Marina by Resource Environmental, Inc (Resource). Although the bid protest submitted by Resource was difficult to follow and lacked organization, UEI has carefully reviewed the protest letter, the project specifications and applicable laws and regulations, UEI has found Resources protest letter contains falsifications of facts and defamatory allegations against UEI that simply are not true. Please allow this letter to serve as UEI's formal response to the Bid Protest letter submitted by Resources on May 20,2022.

Resource has asserted UEI does not hold the appropriate certification, specifically the EPA RRP certification, to perform the Lead Remediation scope of work. The Technical Specifications for Lead was prepared by M3 Environmental (M3) who contracted with the City of Marina for the City Parks (Barracks) and Cypress Knolls Removal 2022 Project. The Disclaimer and Copyright Notice of M3's specifications states, "Although reasonable efforts have been used to ensure correctness, the Abatement Contractor should bring any discrepancies to the immediate attention of the Owner and M3". During research of the RRP certification and the specifications, discrepancies were found in the Technical Specification, particularly Section 02080 Asbestos & Lead Paint Abatement Section 2.4 (L) License. In the technical specifications, M3 has identified licensing requirements that are not required for this project, specifically in Section 2.4 (L) Licenses: Lead which requires the contractor to "have the EPA's Renovation, Repair and Painting (RRP) certification." The RRP is only required by the EPA when a firm is performing renovations, repairs and painting projects that disturb Lead Based Paint in homes and school buildings. It does not pertain to buildings being completely demolished. Please see attached confirmation email from NLIC, an affiliate of Goodwill of the Finger Lakes under contract with the US EPA, which confirms the rule does not apply to the demolition of an entire free-standing building or structure. Therefore, M3's assumption the RRP would be required by the EPA for this specific project is incorrect and the contractor preforming demolition of the structures would not require the RRP as identified by M3. Thus, Resource's challenge based on this issue is wrong and should not be considered.

With the understanding that UEI will self-preform lead stabilization and demolition of the structures, UEI would not be required to list a subcontractor in the performance of this scope of work. All UEI lead abatement supervisors and laborers are trained and certified through the State of California through CDPH. Therefore, Resources argument that UEI is unqualified to perform work relative to Lead Based Paint removal as part of the demolition of the buildings, is unfounded and inaccurate.

Resource has also raised the issue of the scope of work related to the wood chip usage on the project as apart of erosion control. It is an industry standard that hydroseeding is a form of erosion control, moreover it is defined as "often used as an erosion control technique on construction sites". UEI listed Superior Hydroseeding Inc, (Superior) as the subcontractor to perform the hydroseeding/erosion control scope of work. UEI's bid clearly identifies a subcontractor, Superior, who holds a C-61/D-59 Hydroseed Spraying license to perform this scope of work, rendering UEI compliant with the bid specifications for hydroseeding. UEI's bid price does in fact include the spreading of woodchips as required by the specification, the cost to do said work falls below the percentage required to identify a subcontractor, therefore a subcontractor was not listed. Furthermore, Resource believes it has knowledge of UEI's means and methods for the performance of this scope of work and has made an unfounded claim UEI "disregarded the requirement to apply wood chips and planned to only hydroseed the areas in question". This unfounded assertation is baseless, and untrue. Unless Resources has gained unlawful access to UEI 's proprietary information, they are unaware of our means and methods. UEI is fully aware of the specifications regarding Site Restoration and will fully comply with the requirements.

Resource has also raised an issue with a clerical error that has been addressed. UEI's bid form did contain a clerical error with regards to the Unit Prices and Item Cost. Addendum 5 included a revised bid form, which included Bid Clarification. The Bid Clarification of the Revised A3 Proposal Form per Addendum No.5 addressed discrepancies between the unit price and the line item cost" stating " if the amount set forth as a unit price is...the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price". The bid tabulation issued by the City of Marina shows the correct Unit Prices for UEI's bid, and I can confirm they are correct. Apparently, Resource did not fully read the Addendum 5, otherwise this would have been a moot issue, with the consideration of the Bid Clarification in Addendum 5. Based on the Bid Clarification in Addendum 5 UEI's clerical error is inconsequential to the overall bid.

The depths to which Resources has attempted to challenge UEI's bid is telling with their contention the signatures in the bid package were electronic. The bid documents called for signatures to be in handwriting. Handwriting is defined as script, to which all signatures were signed in handwriting. The bid documents did not require a wet signature. Therefore, Resources attempt to protest UEI's bid based on the use of electronic signatures, are unfounded and should not be considered.

UEI has submitted a solid and sustainable bid for the performance of the work in accordance with the bid package for the City of Marina, and we are prepared to honor our commitment reflected in the bid. UEI's bid is neither unbalanced or nonresponsive as Resource contends. UEI used aggressive outreach

to local vendors and means/ methods were engineered to allow UEI to present a competitive bid. Resource has only presented a few hypothetical situations/ possibilities including inaccurate and false information that does nothing to substantiate their bid protest and instead defames UEI in an effort to obtain this project. Nothing in Resources bid protest as to UEI shows any failure on UEI's part to comply with the City of Marina's applicable ordinances or the bid documents. UEI has addressed the issues raised by Resource and thus there is no evidence that awarding the project to UEI would violate the City's applicable codes or other applicable law.

If you have any questions, please contact me via email or my cell phone at 562.577.0861.

Respectfully,

Jill Dupleich
Executive Vice President
Unlimited Environmental, Inc.

Encl.

Cc: Ms. E Camacho

Jill Dupleich <jill@ueiteam.com>

NLIC COMMENTS/QUESTIONS

Bonnie <Epaemail@abvi-goodwill.com>
To: jill@ueiteam.com

Fri, Jun 3, 2022 at 1:33 PM

Good afternoon Jill,

Thank you for contacting the National Lead Information Center concerning whether demolition of a school falls under the Renovation, Repair and Painting (RRP) Rule and would require certification.

The RRP Rule covers renovations, which are defined as modifications of existing structures or portions of structures. The rule does not apply to demolitions of an entire free-standing building or structure.
Since demolition of an entire structure does not fall under the RRP Rule, there is no need for certification of your company or an individual.

The RRP Rule can be found under 40 CFR Part 745 Subpart E. Please feel free to go to the link on the EPA's website at https://www.ecfr.gov/current/title-40/chapter-I/subchapter-R/part-745 if you would like to review the regulations for the RRP Rule in greater detail.

For further information there are a number of informational documents available on the EPA's website (www.epa.gov/lead) under the 'Get educational materials about lead' link at https://www.epa.gov/lead/lead-safety-documents-and-outreach-materials. If you have any further questions please feel free to contact us at 1-800-424-LEAD.

Sincerely,

Bonnie
NLIC Information Specialist
NLIC is operated by ABVI, an affiliate of Goodwill of the Finger Lakes, under contract with the U.S. EPA.

United States Environmental Protection Agency

This is to certify that

Unlimited Environmental Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 22, 2027

NAT-77916-3

Certification #

June 08, 2022

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

Meets EPA Regulations

Nº 55947

OCCUTRAIN

OCCUPATIONAL TRAINING INSTITUTE, INC.

BE IT KNOWN TO ALL THAT

Nestor Reyes

1430 S. Tenth Ave, Arcadia, CA 91006

HAS SUCCESSFULLY COMPLETED A 1 DAY COURSE AND, AFTER PASSING

THE REQUIRED EXAMINATION, IS AWARDED THIS CERTIFICATE

May 15, 2022

ON

FOR

RENOVATOR INITIAL-ENGLISH

Per 40 CFR 745-225

Course Date: May 15, 2022

NAT-RV-I-21933-22-00484-EN

ACCREDITATION NO.

May 15, 2027

EXPIRATION DATE

OCCUPATIONAL TRAINING INSTITUTE, INC. COGNITIO PER STUDIUM

Exam Date: May 15, 2022

Nubia Ayala-Training Manager

AUTHORIZED SIGNATURE

Alfredo Amaro

EXAM ADMINISTRATOR

Occupational Training Institute, Inc. (Occutrain) 621 Atlantic Ave. Ste. E, Long Beach, CA 90802 | TEL. (562) 612-3109 | Email: info@occutrain.co

Meets EPA Regulations

Nº 52670

OCCUTRAIN

OCCUPATIONAL TRAINING INSTITUTE, INC.

BE IT KNOWN TO ALL THAT

Jose A. Garcia

624 E. Chestnut Ave, Santa Ana, CA 92701

HAS SUCCESSFULLY COMPLETED A 1 DAY COURSE AND, AFTER PASSING

THE REQUIRED EXAMINATION, IS AWARDED THIS CERTIFICATE

July 10, 2021

ON

FOR

RENOVATOR INITIAL-ENGLISH

Per 40 CFR 745-225

Course Date: July 10, 2021

NAT-RV-I-21933-21-00312-EN

ACCREDITATION NO.

July 10, 2026

EXPIRATION DATE

OCCUPATIONAL TRAINING INSTITUTE COGNITIO PER STUDIUM

Exam Date: July 10, 2021

Nubia Ayala-Training Manager

AUTHORIZED SIGNATURE

Alfredo Amaro

EXAM ADMINISTRATOR

Occupational Training Institute, Inc. (Occutrain) 621 Atlantic Ave. Ste. E, Long Beach, CA 90802 | TEL. (562) 612-3109 | Email: info@occutrain.co

From: Jill Dupleich <jill@ueiteam.com>
Sent: Tuesday, June 14, 2022 11:00 AM
To: Elvie Camacho
Cc: Nestor Reyes; Scott Lange; bmcminn@cityofmarina.org
Subject: Re: City Barracks and Cypress Knolls Buildings Blight Removal 2022 Project - Bid Protest RESPONSE
Attachments: EPA Lead Certificate exp. 06.22.27.pdf; Nestor Reyes-RRP-cert.pdf; Jose Garcia Renovator Certification.pdf

Good Morning Elvie,
I wanted to reach out to see if there is an update on the protest and/or award for the City Barracks and Cypress Knolls project. Also, I wanted to make sure you have a copy of the attached RRP certification for UEI. I have included the corporate certifications for theRRP as well as the UEI supervisor and management which holds the certification, for Jose Garcia and Nestor Reyes, for your review and reference.

Any update you can provide would be greatly appreciated.

Best Regards,

Jill Dupleich
Executive Vice President
2300 E Curry St Building B | Long Beach, CA 90805
*****PLEASE NOTE OUR NEW ADDRESS*****
P. (562) 981-6600 | C. (562) 577-0861 | F. (562) 981-2218 | E. jill@ueiteam.com
www.UEIteam.com

On Tue, Jun 7, 2022 at 4:02 PM Elvie Camacho <elviec@wallacegroup.us> wrote:

> Jill,
>
> In behalf of the City of Marina, this is to acknowledge receipt of your response to the bid protest. Attached is your response letter with City stamp for your file.

Thank you,

Elvie

From: Jill Dupleich <jill@ueiteam.com>
Sent: Tuesday, June 7, 2022 1:21 PM
To: bmcminn@cityofmarina.org; Elvie Camacho <elviec@wallacegroup.us>
Cc: Nestor Reyes <nestor@ueiteam.com>; Scott Lange <scott@ueiteam.com>
Subject: City Barracks and Cypress Knolls Buildings Blight Removal 2022 Project - Bid Protest RESPONSE

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. McMinn,

Please find attached UEI's response letter to the bid protest submitted to the City of Marins for the above referenced bid package.

Confirmation of receipt of this email would be greatly appreciated.

Best Regards,

Jill Dupleich

Executive Vice President

2300 E Curry St Building B | Long Beach, CA 90805

*****PLEASE NOTE OUR NEW ADDRESS*****

P. (562) 981-6600 | C. (562) 577-0861 | F. (562) 981-2218 | E. jill@ueiteam.com

www.UEIteam.com

DEMOLITION SERVICES

- Industrial, Commercial & Military Demolition
- Interior Demolition & Renovation
- Plant Decommissioning & Dismantlement
- Salvage & Asset Recovery
- Underground & Aboveground Tank Removal
- Excavation, Backfill & Compaction
- Site Clearing, Rough Grading

ABATEMENT SERVICES

- Asbestos Removal
- Lead Removal
- Mold Removal
- Hazardous Waste Transportation

RESOURCE

CITY OF MARINA
ENGINEERING
JUN 07 2022
RECEIVED

June 7, 2022

Sent via Email (bmcminn@cityofmarina.org)

Brian McMinn
Public Works Director
City of Marina
211 Hillcrest Ave
Marina, CA 93933

4:58pm

RE: RESPONSE TO PROTEST – City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project

Dear Mr. McMinn,

Resource Environmental, Inc. ('Resource') is in receipt of your letter, dated May 31, 2022, offering Resource an opportunity to respond to a bid protest filed by Unlimited Environmental, Inc. ('UEI'), of Resource's bid for the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project ('Project'). Resource appreciates the City's efforts to make careful, informed decisions in these serious matters and is responding accordingly.

UEI's protest of Resource is frivolous and without merit. UEI alleges Resource failed to accurately add its line items and state its *"GRAND TOTAL BID"* on the bid schedule. UEI further argues this "error" led to ambiguity in Resources pricing, which somehow presented a disadvantage to all bidders. Your letter asks Resource to request the City to waive any immaterial deviations of the bidding requirements that did not affect pricing or give an unfair advantage. There is no avenue available for Resource to make this request because no deviation exists.

TOTAL BASE BID (ITEMS 1 THROUGH 11) (In Words)	(In Figures)
_____	$
_____	

GRAND TOTAL BID (ITEMS 1 THROUGH 11) (In Words)	(In Figures)
_____	$
_____	

Please review the above and the following, with an emphasis on the bold text. A3 Proposal Form per Addendum 5, Bid Schedule, page 9, asks for the "TOTAL BASE BID **(ITEMS 1-11)**." A3 Proposal Form per Addendum 5, Bid Schedule, page 10, asks for the "GRAND TOTAL BID **(ITEMS 1-11)**." Resource cannot request the City waive the immaterial defect UEI alleges because there is no defect – Resource strictly complied with the instructions to bidders and listed its bid amount for Items 1-11. As UEI notes,

Resource Environmental Inc.
13100 Alondra Blvd, Suite 108, Cerritos, CA 90703
Office: 562.468.7000 Fax: 562.468.0600
License #864417 / DIR #1000003121

Resource's "GRAND TOTAL BID" on other pages, which ask for the total of "the base bid and all alternates," is in fact its grand total bid. Resource erred on the side of caution and followed the instructions verbatim – which UEI and SVG should have (and failed to do) done as well. In fact, UEI altered the bid form and wrote its own line in "(GRAND TOTAL BID (ITEMS 1 THOUGH 13)." If any bid is defective, it is UEIs. Again, UEI's argument is without merit because there is no defect.

Resource's compliance with the specifications did not provide any disadvantage to the other bidders and UEI gives no explanation to how Resource's form provides a disadvantage. As stated in Resource's protest, UEI and SVG are the bidders with numerous competitive advantages over Resource and the others. For review and clarification:

SVG Contractors, Inc.

- At the time of bid submission, SVG was not certified as an RRP contractor as required by the specifications and PCC. Awarding the contract to the noncompliant bidder allows it to engage in destructive and illegal bid shopping after the award of the contract, in direct violation of State law and public policy. This bid shopping allows them potentially to secure a lower price than the other bidders, which is again, an **unfair advantage**, requiring a nonresponsive determination. Additionally, this mistake would allow SVG to withdraw its bid under PCC 5103, which affords them another **unfair advantage**, since they can see the spread and decide whether or not to move forward with award without forfeiting their bid security. As stated in your letter, a defect lending an advantage to one bidder over another cannot be waived by the City.

- At the time of bid submission, SVG did not list a licensed tree removal/service contractor as required by the specifications and PCC. Awarding the contract to the noncompliant bidders allows it to engage in destructive and illegal bid shopping after the award of the contract, in direct violation of State law and public policy. This bid shopping allows them to potentially secure a lower price than the other bidders, which is again, an **unfair advantage**, requiring a nonresponsive determination. As stated in your letter, a defect lending an advantage to one bidder over another cannot be waived by the City.

- SVG did not correctly extend its unit prices, leading to defects in the pricing of its bid line items and total bid. Such defects allowed SVG to request its bid be withdrawn per PCC 5103, without forfeiting its bid security. This defect affects SVG's price, resulting in a **material deficiency** requiring a nonresponsive determination. This allowed SVG to decide whether it would request relief, without forfeiting its bid security, AFTER seeing the spread and pricing of other bidders. Obviously, this affords SVG an **unfair competitive advantage** over Resource and the other bidders – and as stated in your letter, does not allow the City to waive the defect.

  While the specifications instruct the awarding body to interpret certain defects in unit pricing bid schedules for the purpose of determining bid results, these instructions do not void the fact the bidder could seek relief under PCC 5103. The City's attempts to resolve these situations are commendable, but there is no way for the City to know the bidder's actual intentions with these mistakes. Of note – had the City's predetermined resolution of unit price discrepancies resulted in a substantially low bid, the City would have accepted a withdrawal request. Reference *Emma*

Corporation v Inglewood Unified School District. It does not support California law or the public's interests to force a bidder to lose money when a mistake is made and relief is timely requested.

- SVG failed to notarize its bid bond, which the specifications mandate. As stated in Resource's protest, material defects of a bid include a failure to comply with specifically mandated requirements of the instructions to bidders. Importantly, the lack of notarization presents another **unfair advantage** over Resource and the other bidders. SVG can now argue the bid bond was never knowingly or wittingly signed by an authorized signer of the corporation – allowing them, again, to see the spread and decide if that argument needed to be made.

- SVG's bid bond was executed and delivered at less than 10% of its total bid. The specifications require, throughout, a 10% bid bond to be submitted for a bid to be declared responsive. SVG can now argue its surety did not agree to the price of its bid and request relief under PCC 5103 – after seeing the other bidder's numbers – which afford them an **unfair advantage** over Resource and the other bidders. Additionally, the other bidders needed to include bid bond costs for 10% of their bid. SVG did not do this, allowing them to develop more competitive pricing. This is yet another **unfair advantage** for SVG.

- SVG failed to provide the required jurat of the non-collusion affidavit. At the time of bid, the City cannot know if SVG "subscribes and swears" it did not participate in collusion in the development of its bid pricing.

<u>Unlimited Environmental, Inc.</u>

- At the time of bid submission, UEI was not certified as an RRP contractor as required by the specifications and PCC. Awarding the contract to the noncompliant bidder allows it to engage in destructive and illegal bid shopping after the award of the contract, in direct violation of State law and public policy. This bid shopping allows them to potentially secure a lower price than the other bidders, which is again, unfair, requiring a nonresponsive determination. Additionally, this mistake would allow UEI to withdraw its bid under PCC 5103, which affords them another **unfair advantage,** since they can see the spread and decide whether to move forward with award without forfeiting their bid security. As stated in your letter, a defect lending an advantage to one bidder over another cannot be waived by the City.

- At the time of bid submission, UEI listed a subcontractor for erosion control that cannot fulfill the entire scope. In addition, their line item for utility capping is unbalanced and they may violate MCWD standards (UEI does not hold, and did list, a Class A license) by self-performing or PCC by subcontracting without listing the subcontractor in its bid submission. Awarding the contract to the noncompliant bidder allows it to engage in destructive and illegal bid shopping after the award of the contract, in direct violation of State law and public policy. This bid shopping allows them to potentially secure a lower price than the other bidders, which is again, an **unfair advantage**, requiring a nonresponsive determination. Additionally, this mistake would allow UEI to withdraw its bid under PCC 5103, which affords them another **unfair advantage**, since they can see the spread and decide whether or not to move forward with award without forfeiting their bid security. As stated in your letter, a defect lending an advantage to one bidder over another cannot be waived by the City.

Resource Environmental Inc.
13100 Alondra Blvd, Suite 108, Cerritos, CA 90703
Office: 562.468.7000 Fax: 562.468.0600
License #864417 / DIR #1000003121

- UEI listed the same price for its unit prices as its total prices, leading to defects in the pricing of its bid line items and total bid. This defect affects UEI's price, resulting in a **material deficiency** requiring a nonresponsive determination. Such defects allow UEI to request its bid be withdrawn per PCC 5103, without forfeiting its bid security. This allows UEI to decide whether it would request relief, without forfeiting its bid security, AFTER seeing the spread and pricing of other bidders. Clearly, this affords UEI an **unfair competitive advantage** over Resource and the other bidders – and as stated in your letter, does not allow the City to waive the defect.

  While the specifications instruct the awarding body how to interpret certain defects in unit pricing bid schedules, these instructions do not void the fact the bidder could seek relief under PCC 5103. The City's attempts to resolve these situations are admirable, but there is no way for the City to know the bidder's actual intentions with these mistakes. There would be no argument that the City would hold SVG or UEI to its bid if the discrepancy resolutions led to a bid in the hundreds of thousands of dollars. The City would likely encourage SVG or UEI to withdraw its bid in this scenario.

- UEI failed to notarize its bid bond, which the specifications mandate. As stated in Resource's protest, material defects of a bid include a failure to comply with specifically mandated requirements of the instructions to bidders. Importantly, the lack of notarization presents another **unfair advantage** of UEI over Resource and the other bidders. UEI can now argue the bid bond was never knowingly or wittingly signed by an authorized signer of the corporation – allowing them, again, to see the spread and decide if they needed to request relief. As stated in your letter, a defect lending an advantage to one bidder over another cannot be waived by the City.

- UEI presented a partially telegraphed or telephonic version of its bid bond. The specifications are clear in A2 Information for Bidders, Item 2.4 Proposal (Form A3), "No oral, telegraphic or telephonic proposals or modifications will be considered." As stated in Resource's protest, material defects of a bid include a failure to comply with specifically mandated requirements of the instructions to bidders. Importantly, the telegraphic bond provides another **unfair advantage** of UEI over Resource and the other bidders. UEI can now argue the bid bond was invalid – allowing them, again, to see the spread and decide if they needed to request relief. As stated in your letter, a defect lending an advantage to one bidder over another cannot be waived by the City.

To maintain compliance with Marina Municipal Code 13-02, the City should not consider any new bases of protest at this time. While Resource understands the importance of allowing an affected bidder to explain or expand on their positions, each bidder had an opportunity to file a written protest within a codified amount of time - three working days of the bid. Permitting SVG or UEI more time to formulate additional bases of protest would provide them yet another unfair advantage not enjoyed by Resource or the other bidders. Should the other bidders attempt to list new protest bases, Resource requests the City disregard any new allegations and redact them from the official record.

Resource Environmental Inc.
13100 Alondra Blvd, Suite 108, Cerritos, CA 90703
Office: 562.468.7000 Fax: 562.468.0600
License #864417 / DIR #1000003121

RESOURCE

Attention is directed to City of Marina Resolution No. 2011-195, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA SUSTAINING BID PROTEST ON BEHALF OF REPUBLIC ITS ... TO APPARENT LOW BID OF AMLAND CORP .... FINDING THAT AMLAND CORP BID IS NONRESPONSIVE, AWARDING CONSTRUCTION CONTRACT TO REPUBLIC ITS... FOR LED STREETLIGHT REPLACEMENT ..." This appears to be the last time the City determined a bid protest for a construction project.

In this matter, the City of Marina City Council voted to sustain a bid protest from the 2nd place bidder, Republic Its, for the Amland Corp.'s failure to submit certain information from the bid form and other inconsequential irregularities. Republic Its did not even allege material defects affecting price or providing unfair advantages in Amland's bid, yet City Staff still requested Council sustain the protest – stating, "It is, however, staff's request that, **in order not to establish a custom of allowing routine corrections of bids *which would threaten the integrity of the bidding process***, that the protest to Amland's bid as nonresponsive should be sustained." Resource requests the City abide by its established precedent and sustain the protest of the lowest responsive, responsible bidder. **Attempting to waive *material* defects or allowing unfair advantages through a rebid** does ***exactly*** what City Staff tried to prevent over a decade ago – it casts a shadow over the integrity of the entire bidding process, resulting contract, and future City solicitations.

The City must elect to award the contract to the lowest responsive bidder – Resource Environmental, Inc. Should the City decide to reject all bids and rebid the project, SVG and UEI, having seen the bid numbers of other contractors and with additional time to assess and correct their own bids, **would continue to reap unfair advantages over other bidders**. SVG and UEI would then have the proverbial "two bites at the apple." This situation would be in direct contrast with California law, which calls for fair, open, and transparent bids that are *competitively* bid. Further, other bidders will likely attempt to "cut corners" and decrease their pricing to secure the contract. The City would be setting itself up for substandard performance (to the detriment of many preservable trees) with a high likelihood of claims, disputes, and even lawsuits.

Resource complied with all provisions of the instructions to bidders and California law. Resource made no errors in its competitive bid schedule; submitted a notarized, original fully executed bid bond; is fully licensed and certified to perform the work in the project specifications; and listed every required subcontractor, except those with resulting subcontracts at less than 0.5% of its bid. SVG has 8 (eight) material defects in its bid affecting price or affording them advantages not enjoyed by other bidders. UEI has 7 (seven) material defects in its bid affecting price or affording them advantages not enjoyed by other bidders. Only 1 (one) material defect affecting price or providing an advantage is needed to require a nonresponsive determination. Accordingly, Resource Environmental, Inc. requests the City reject Unlimited Environmental, Inc.'s protest of Resource as frivolous and without merit, and awards the contract to the lowest responsive, responsible bidder – Resource Environmental, Inc.

Sincerely,

Chase Tinsley
Director, Bids and Project Administration

cc: Elvie Camacho, Wallace Group, Construction Manager (elviec@wallacegroup.us)

Resource Environmental Inc.
13100 Alondra Blvd, Suite 108, Cerritos, CA 90703
Office: 562.468.7000 Fax: 562.468.0600
License #864417 / DIR #1000003121

PAGE INTENTIONALLY BLANK

CONTINUE TO NEXT PAGE

Resource Environmental Inc.
13100 Alondra Blvd, Suite 108, Cerritos, CA 90703
Office: 562.468.7000 Fax: 562.468.0600
License #864417 / DIR #1000003121

RESOLUTION NO. 2011-195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA SUSTAINING BID PROTEST ON BEHALF OF REPUBLIC ITS OF NOVATO, CALIFORNIA TO APPARENT LOW BID OF AMLAND CORP., OF SAN JOSE, CALIFORNIA FINDING THAT AMLAND CORP., BID IS NON RESPONSIVE, AWARDING CONSTRUCTION CONTRACT TO REPUBLIC ITS OF NOVATO CALIFORNIA, FOR LED STREETLIGHT REPLACEMENT AT VARIOUS LOCATIONS IN CITY OF MARINA AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY.

WHEREAS, at the regular meeting of February 17, 2010, the City Council adopted Resolution # 2010-24 authorizing the acceptance a grant from the California Energy Commission (CEC) for energy efficiency projects in the amount of $99,160; and

WHEREAS, the CEC grant monies will allow for the purchase of approximately 115 new LED street light fixtures on City owned light poles. The LED type fixtures typically use 45% to 60% less electricity that the existing high pressure sodium vapor lights fixtures. This type of illumination will produce a cleaner whiter light; and

WHEREAS, on September 8, 2011, five sealed bids were received, opened and publicly read for the project; and

WHEREAS, on September 13, 2011, a bid protest was received from Farley Associates on behalf of the second lowest bidder, Republic ITS, on the basis that the apparent low bid of Amland Corp. was non responsive; and

WHEREAS, based on the statement on the bid form that "All portions of this Bid Form must be completed . . . Failure to do so may result in the Bid being rejected as non responsive" together with Amland Corp.'s failure to submit the information required by Section 10.0 of the bid form, the apparent low bid of Amland Corp. is non responsive to the instructions provided to bidders.

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

1. Sustain the bid protest received from Farley Associates on behalf of Republic ITS on the basis that the bid of Amland Corp. is non responsive.
2. Award a the contract for the Streetlight Project to Republic ITS of Novato CA substantially in the form attached hereto as Exhibit 1.
3. Authorize the City Manager to execute the contract documents on behalf of the City subject to the final review and approval of the City Attorney.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 15th day of November 2011, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Ford, O'Connell
NOES: COUNCIL MEMBERS: Delgado
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Acting Deputy City Clerk

EXHBIT A

THIS AGREEMENT, made and entered into this ____ 2011, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and _____of _____, hereinafter called "Contractor,"

WITNESSETH:

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provided or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for **PROJECT** adopted by the Council of the City of Marina on June 3, 2011.

SECOND: It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

a. Accepted Proposal;
b. Proposal Guaranty Bond;
c. Contract Agreement;
d. Performance Bond;
e. Bond for Labor and Material;
f. Proposal Supplement Including an Experience Statement and List of Proposed Subcontractors;
g. These Specifications;
h. Insurance.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

$_____

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Special Provisions after execution of the contract on behalf of the City of Marina and the receipt from the City of Marina of a notice to proceed with the work.

FOURTH: The City of Marina hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

FIFTH: No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this contract, so far as the City of Marina is concerned. All rights of action, however, for any breach of this contract are reserved to City.

SIXTH: Contractor shall keep harmless and indemnify the City of Marina, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Marina, its officers, employees or agents, of articles supplied by the Contractor under this contract, of which he is not entitled to use or sell. Contractor agrees to, at his own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of them, on account of any claimed infringement of patent rights, arising out of this agreement.

SEVENTH: The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by Contractor and to indemnify said City of Marina against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 7-1.12 of the Standard Specifications, State of California, 2006 Edition. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

NINTH: Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1 regarding Public Works and Public Agencies.

TENTH:

(a) The City is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.

(b) Contractor shall comply with Cit City of Marina Municipal Code Chapter 13.02 Local Hiring for Public Works.

(c) Contractor shall comply with laws relating to the work.

ELEVENTH:

(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 of this Agreement by Contractor, its officers, employees, agents and sub-contractors, excepting only that resulting from the sole negligence, active negligence or willful misconduct of City, its employees, officials, or agents.

(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 Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City.

(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 such statues or laws as to City, its employees and officials. Contractor agrees to obtain executed 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 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 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.

(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.

TWELFTH: 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.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF MARINA

By :_____
Anthony J. Altfeld, City Manager

CONTRACTOR

By:_____

Print Name:_____
Date:_____
Address: _____
_____

Date:_____

APPROVED AS TO FORM:

By:_____
City Attorney

Date:_____

ATTESTED:

_____
Anita Sharp, Acting Deputy City Clerk

Date:_____

REVIEWED

By: _____
Risk Management

Exhibit B

AMLAND CORP.

3168 Knights Bridge Rd, San Jose, CA 95132 Tel: 408-929-3949 Fax: 408-298-4344

CONTRACTOR'S SPECIAL STATEMENT OF EXPERIENCE REFERENCE

Amland Corp. has been in business for many years as Constructions Electrical Contractor. The following are past completed projects performed by Amland Corp.

Project Name	Owner's name	Contract Value	Completion date	Owner's Rep
Install Light & Traffic Operation System	Caltrans 04-151284	$ 1,751,478	11/20/2007	Wasseff, Wagdy 510-385-7146
Install Light &Traffic Signal	Caltrans 04-3A3604	$ 907,980.00	06/26/2007	Borraya, Salvador 510-377-4168
Install Light &Traffic Signal	Caltrans 04-444604	$182,574.02	10/04/2006	Duan, Frank 510-231-7139
Install Light &Traffic Signal	Caltrans 10L-0L3904	$229,638.80	04/03/2008	Jaswinder Singh
Install Light &Traffic Signal	Caltrans 04-448104	$522,787.00	06/10/2009	Borraya, Salvador 510-377-4168
Install Light & Traffic Operation System	Caltrans 04-1E5804	$809,319.34	06/01/2010	Borraya, Salvador 510-377-4168
Replace 12KV Electrical Switchgears	Caltrans 04-042244	$2,418,670.00	01/16/2012	Borraya, Salvador 510-377-4168

AMLAND
1401 Felipe Road, San Jose, CA 95122 Tel: 408-929-3949 Fax: 408-298-4344

September 27, 2011

Mr. Craig Oliver
City of Marina, Building Division
209 Cypress Avenue
Marina, CA 93933

Transmit via E-mail COliver@ci.marina.ca.us

Reference: Bid Protest by Farley Associates, dated September 13, 2011
Streetlight Replacement Project

Dear Mr. Oliver:

Amland Corp. (Amland) hereby provides our response to the above referenced bid protest. Amland is full compliance and responsive to the bid requirements.

Protest #1:
Failure to provide Bidder's Statement of Financial Responsibility Technical Ability & Experience (Section 10). Amland's bid (as provided to us) did not include the Bidder's Statement as part of the bid or as an attachment.

Response #1:
Amland submitted the bid on September 8, 2011 along with an attachment to Section 10. The attachment provides Amland's statement of financial responsibility, technical ability, and experience as requested in Section 10.

Protest #2:
Failure to complete Section 8.0 – Representations of Bidder. Amland's bid did not provide the name and title of the person signing the bid on behalf of the bidder Amland.

Response #2:
Under Section 8.0, the requested names and titles of persons signing the bid, on behalf of bidder, is applicable for a partnership organization. Amland is organized as a corporation. Amland provided the name and title of person signing this bid, on behalf of bidder, in the DECLARATION (Sheet 7).

Protest #3:
Failure to complete Section 8.0 – Representations of Bidder. Amland's bid listed "Kevin Phan" as the California Contractors License name when the name on the license is Amland Corp.

Response #3:
Kevin Phan is a "Qualifying Individual" of the contractor license. As defined by the CSLB, the qualifying individual is the person who meets the experience and examination

requirements for the license and who is responsible for the employer's or principal's construction operations. Therefore, the name "Kevin Phan" as stated in Section 8.0 is appropriate and is not misleading in any manner.

Protest #4:

Page 1 of the bid listed Amland's street address as 1401 Felipe Ave., San Jose. But the address for Amland according to Contractors State License Board is 3168 Knights Bridge Road, San Jose.

Response #4:

Amland has more than one operating addresses. The address 1401 Felipe Ave, San Jose is one of our office and operational center.

Additional Protest:
"In addition, a search of the California Secretary of State's website revealed that Amland Corporation, Entity Number C1749073, was suspended by the Secretary of State. According to the website, suspended status means ..."

Repsonse to Additonal Protest:
Our company is named "Amland Corp." (Entity Number C2276623). Our contractor licenses (#572858), bid bond, performance bond, payment bond, liability insurance are under the entity Amland Corp. Our company's administration, accounting, and operations are under the entity Amland Corp. The reference of Amland Corporation as a suspended company is irrelevant to the matter herein.

In response to the protest, Amland is in full compliance and responsive to the requirements of the bid. Amland finds no merit in the protest, whosoever. Amland hereby requests the City of Marina to accept the bid from Amland and award the project to Amland as a low bidder.

If you have any questions regarding this transmittal, please contact me.

Sincerely,

Kevinhan

Kevin Phan, President
Amland Corp.
Tel: 408-772-3979
Office: 408-929-3949
Fax: 408-298-4344
kevinphan@amlandcorp.com
www.amlandcorp.com

November 7, 2011 Item No. **8d(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 15, 2011

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2011-, SUSTAINING BID PROTEST ON BEHALF OF REPUBLIC ITS OF NOVATO, CALIFORNIA TO APPARENT LOW BID OF AMLAND CORP., OF SAN JOSE, CALIFORNIA FINDING THAT AMLAND CORP., BID IS NON RESPONSIVE, AWARDING CONSTRUCTION CONTRACT TO REPUBLIC ITS OF NOVATO CALIFORNIA, FOR LED STREETLIGHT REPLACEMENT AT VARIOUS LOCATIONS IN CITY OF MARINA AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS AND ALL CHANGE ORDERS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY.

REQUEST:
It is requested that the City Council consider:

1. Adopting Resolution No. 2011-, sustaining bid protest on behalf of Republic ITS of Novato, California to apparent low bid of Amland Corp., of San Jose, California, finding that the Amland Corp., bid is non-responsive;

2. Awarding construction contract to Republic ITS of Novato, California, for LED Streetlight replacement at various locations in the City of Marina, and;

3. Authorize the City Manager to execute the contract documents and all change orders on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:
At the regular meeting of February 17, 2010, the City Council adopted Resolution No. 2010-24, authorizing acceptance of a grant from the California Energy Commission (CEC) for energy efficiency projects in the amount of $99,160.

At the regular meeting of June 28, 2011, the City Council adopted Resolution 2011-105 authorizing advertising and call for bids to replace the city owned streetlight with LED type light fixtures.

On September 8, 2011 five sealed bids were received, opened and publicly read for the project. The unit price bids were as follows:

Amland Corp.	$ 618.00
Republic ITS	$ 639.00
Pro-Ton Electric	$ 739.00
Collins Electric	$1,074.00
St. Francis Electric	$1,550.00

It is anticipated that the City will have funds for one hundred and fifteen (115) lights.

ANALYSIS
The state law and the conditions of the Bid Documents require that this project be awarded to the lowest

responsive and responsible bidder on the basis of the lowest unit price. A bid is "responsive" if it does what the bidding instruction demand and a bidder is "responsible" if it can perform the contract as promised.

The apparent low bidder was Amland Corp., of San Jose, California ("Amland"). However, Amland failed to include and did not properly complete several sections of the bid form including the required "Bidder's Statement of Financial Responsibility, Technical Ability & Experience" (Section 10.0 of the Bid Documents), thereby making its bid non-responsive for failure to comply with the instructions to bidder.

On September 13, 2011, labor compliance specialists Farley Associates of San Francisco filed a bid protest on behalf of Republic ITS stating that Amland's bid is non-responsive because of four items: (1) Amland's failure to provide the Statement required by Section 10.0 of the Bid Documents; (2) a defect in the designation of the person signing the bid on behalf of Amland; (3) Amland's failure to properly complete Section 8.0 regarding the California contractors licenses held by Amland; and (4) a discrepancy in Amland's address given in the Bid Documents and that shown by the Contractors State License Board ("**EXHIBIT A**").

Section 10.0 of the Bid Documents requires the bidder to ". . . state what work of a similar character to that included in the proposed contract he has successfully performed and give reference which will enable the City Council to judge of his responsibility, experience, skill and business standing."

Subsequent to the opening of bids on September 8, 2011, staff contacted Amland to provide Amland with a copy of the bid protest and requested Amland to provide the information required by Section 10.0 of the Bid Documents and its response to the other issues raised by the bid protest by or before September 21, 2011.

In response to staff's request, on September 19, 2011, Amland provided a document entitled "Contractor's Special Statement of Experience Reference" ("**EXHIBIT B**"). On September 27, 2011, Amland provided its response to the protest of Farley ("**EXHIBIT C**"). On September 29, 2011 and October 4, 2011, in emails to City staff, Amland stated that, while Amland had direct experience installing streetlights and signal lights for CalTrans, Amland does not have experience working with LED streetlights.

Public bidding statutes were adopted by the California Legislature for the benefit of public agencies and the public they serve. The rule in California is that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders, or, in other words, if the variance is inconsequential. While the governing body of a public agency has discretion to waive inconsequential deviations from bid specifications, no case has held that where the public agency *can* waive a deviation it *must* do so.

Upon review of the bid protest and Amland's bid, including the document and information provided by Amland on September 19, 2011, September 27, 2011, September 29, 2011 and October 4, 2011, it is staff's conclusion Amland's bid was not responsive to the requirements of the Bid Documents, specifically to Section 10.0 of the Bid Documents, because Amland did not provide the required "Bidder's Statement of Financial Responsibility, Technical Ability and Experience."
Amland's error in omitting the statement of experience, as well as the other irregularities in its bid which are cited by Farley Associates, are variances which are within the City Council's discretion to waive as none of them affect the price, afforded an advantage not enjoyed by other bidders or made the bid materially different than Amland intended it to be.

It is, however, staff's request that, in order not to establish a custom of allowing routine correction of bids which would threaten the integrity of the bidding process, that the protest to Amland's bid as non responsive should be sustained.

However, the decision on whether to reject the apparent low bid of Amland as non responsive and to accept the second lowest bid of Republic ITS, is entirely within the City Council's discretion. Based upon their respective unit price bids for the work and the estimate that the City will have sufficient funds to complete the replacement of 115 streetlights, accepting Republic ITS' bid and rejecting that of Amland would result in an increased cost of $2,415.00

Based on the statement on the bid form that "All portions of this Bid Form must be completed... Failure to do so may result in the Bid being rejected as non responsive," together with Amland's failure to submit the information required by Section 10.0 of the bid form, staff believes the City Council has the option not to waive the irregularity and to sustain the protest and reject Amland's bid as non responsive.

It is requested that the City Council consider (1) sustaining the bid protest, reject Amland's bid as non responsive; (2) award the contract to the second low bidder Republic ITS of Novato California,; and (3) authorize the City Manager to execute the contract documents subject to final review and approval by the City Attorney.

FISCAL IMPACT:
Should the City Council approve this request, adequate funding is available in FY 2011-12 budget, Streetlight Replacement Project, Account Number 62-008-65890, funded by the California Energy Commission

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

Respectfully submitted,

_____
Craig Oliver, CBO
Building Official
City of Marina

REVIEWED/CONCUR:

_____
Christine di Iorio
Community Development Director
City of Marina

_____
Anthony J. Altfeld
City Manager
City of Marina

EXHIBIT "F"

FENTON & KELLER

A PROFESSIONAL CORPORATION

MEMORANDUM

FILE NO.: 36607.36339

TO: Heidi A. Quinn, Interim City Attorney, City of Marina

FROM: Alex J. Lorca, Special Counsel

DATE: July 27, 2022

RE: City Park Barracks & Cypress Knolls Building & Blight Removal Project Bid Protests

---

INTRODUCTION

This memorandum summarizes the facts related to multiple bid protests received by the City of Marina (City) in response to the solicitation of bids for its City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project (Project), provides a review of the law applicable to such bid protests, and provides a recommendation for awarding the Project contract (Contract).

I. BACKGROUND

Our opinion is based on the following background and facts.

The Project consists of the demolition of 45 barracks and 30 other buildings on land the City obtained following the closure of the Fort Ord Army Base. The Project also includes the removal of associated debris, tree trimming, and other work.[1]

Project bids were opened by the City on May 17, 2022. The low bid was submitted by SVG Contractors, Inc., of Morgan Hill (SVG) in the amount of $3,990,432. The second lowest bid was submitted by Unlimited Environmental, Inc., of Long Beach (UEI) in the amount of $4,327,000. The third lowest bid was submitted by Resource Environmental, Inc. (REI) of Cerritos in the amount of $4,500,000.

Following the bid opening the City received two bid protests – both dated May 20, 2022 – one from REI and one from UEI.[2]

On May 31, 2022, the City sent SVG, UEI, and REI each a letter offering them an opportunity to submit, by June 7, 2022, "legal authority together with supporting documents or materials" concerning the allegations in the bid protests. SVG, UEI, and REI all submitted letters on June 7, 2022 in response to the City's May 31, 2022 letters.

---

[1] See, generally, Specifications for City of Marina City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project (Specifications).

[2] A bid protest was not received from SVG, presumably because it was the low bidder.

II. SUMMARY OF REI PROTESTS

A. Tree Removal and Trimming

In its May 20, 2022 letter, REI asserts SVG's bid was nonresponsive because SVG was neither "a licensed tree removal contractor" as required by the Specifications, nor did SVG list a subcontractor with a tree removal and trimming license. REI reiterated this claim in its June 7, 2022 letter.

With respect to UEI, in its May 20, 2022 letter, REI admits UEI listed a subcontractor for tree trimming and removal, but stated it was "for a paltry and unbalanced amount." In its June 7, 2022 letter, REI did not protest UEI's bid with respect to tree trimming and removal.

B. Asbestos and Lead Licenses

In its May 20, 2022 letter, REI asserts SVG's and UEI's bids did not include evidence that either held a Renovation, Repair and Painting (RRP) certification from the United States Environmental Protection Agency as required by the Specifications.[3] REI reiterated this assertion in its June 7, 2022 letter.

C. Erosion Control

REI's May 20, 2022 letter states that while the Specifications call for hydroseeding the Project's slopes and installing woodchips on flat areas, UEI's bid only lists an estimate for hydroseeding and is therefore nonresponsive. REI repeats this assertion in its June 7, 2022 letter.

D. Other Objections

REI's May 20, 2022, and June 7, 2022 letters list a variety of other "irregularities and clerical errors" included in the bids provided by SVG and UEI.

With respect to SVG, REI alleges SVG "did not attest the bid bond or provide a notary acknowledgement, provided a notary acknowledgement instead of a jurat for the non-collusion affidavit, entered bid bond amounts too low for its bid" and that instead of listing references in the space provided, SVG attached a list of references. REI also alleges SVG "did not correctly extend its unit prices or add the amount sums." REI repeated these assertions in its June 7, 2022, letter.

With respect to UEI, REI asserts its surety's documents were impermissibly provided in scanned or photocopied format, instead of the required original seal and signature format. REI also alleges UEI "did not attest or provide an acknowledgement for its photocopied bid bond and provided a notary acknowledgement rather than a jurat for the [N]on[-]collusion [Affidavit]." Finally, REI alleges UEI did not properly break down unit pricing in its bid.

[3] Specifications at Section 111 of C2 Technical Specifications.

III. SUMMARY OF UEI PROTESTS

A. Tree Trimming

Like REI, UEI asserts SVG's bid was nonresponsive because SVG does not have the proper tree removal and trimming license, and did not list a subcontractor holding one.

B. Asbestos and Lead Licenses

UEI asserts that SVG's Bond of Qualifying Individual hasn't been updated with the California Contractors State License Board (CSLB) to reflect the current holder of the C-22 Asbestos Abatement License.

C. Objection Regarding Bid Tally

UEI objects to REI's failure to include an actual and accurate "Grand Total Bid" on the submitted bid schedule.

IV. LEGAL ANALYSIS

A. General Rules Regarding Public Contracting

"A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted. However, it is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential." (*Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 904 (*Ghilotti*); internal citations and quotations omitted.)

"To be considered inconsequential, a deviation must neither give the bidder an unfair competitive advantage nor otherwise defeat the goals of insuring [sic] economy and preventing corruption in the public contracting process." (*Ghilotti*, *supra*, 45 Cal.App.4th at p. 900.)

"These considerations must be evaluated from a practical rather than a hypothetical standpoint, with reference to the factual circumstances of the case. They must also be viewed in light of the public interest, rather than the private interest of a disappointed bidder. It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, and cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy." (*Ghilotti*, *supra*, 45 Cal.App.4th at pp. 908-909; internal citations and quotations omitted; See also *Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181.)

B. SVG's Bid is Nonresponsive.

1. The California State Licensing Law

The California State Licensing Law (CSLL)[4] is a comprehensive legislative scheme governing the construction business in California that is "designed to protect the public from incompetent or dishonest providers of building and construction services." (*Pacific Caisson & Shoring, Inc. v. Bernards Bros. Inc*. (2011) 198 Cal.App.4th 681, 687) (*Pacific Caisson*).

"A class A or general engineering contractor is a contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill, including the following divisions or subjects: irrigation, drainage, water power, water supply, flood control, inland waterways, harbors, docks and wharves, shipyards and ports, dams and hydroelectric projects, levees, river control and reclamation works, railroads, highways, streets and roads, tunnels, airports and airways, sewers and sewage disposal plants and systems, waste reduction plants, bridges, overpasses, underpasses and other similar works, pipelines and other systems for the transmission of petroleum and other liquid or gaseous substances, parks, playgrounds and other recreational works, refineries, chemical plants and similar industrial plants requiring specialized engineering knowledge and skill, powerhouses, power plants and other utility plants and installations, mines and metallurgical plants, land leveling and earthmoving projects, excavating, grading, trenching, paving and surfacing work and cement and concrete works in connection with the above mentioned fixed works." (*Pacific Caisson*, *supra*, 198 Cal.App.4th at p. 687; internal citations and quotations omitted.) This list of fixed works is not exhaustive. (*Ron Yates Construction Co. v. Superior Court* (1986) 186 Cal.App.3d 337, 345–347.)

In contrast to a general contractor, "[a] specialty contractor is a contractor whose operations involve the performance of construction work requiring special skill and whose principal contracting business involves the use of specialized building trades or crafts." (Business & Professions Code § 7058(a).) The California Code of Regulations and the CSLB subdivide specialty contracting work into subclassifications. One such specialty license is the D-49 Tree Service Contractor license classification, which provides, "a tree service contractor prunes trees, removes trees, limbs or stumps (including grinding) and engages in tree or limb guying."[5,6]

A bid by a contractor who is not properly licensed must be considered nonresponsive and be rejected by the public entity. An unlicensed contractor making such a bid is also subject to discipline by the state. (Business & Professions Code § 7028.15(a)). However, courts have found that where a bid package requires a specialty license, a general license will suffice if the work to be performed is encompassed by the general license.

---

[4] Business & Professions Code § 7000 et seq.

[5] See Title 16, Division 8, Article 3 of the California Code of Regulations.

[6] While the Specifications do not specifically refer to a D-49 license, they do require a "*licensed* tree removal contractor," and the work listed to be performed by the winning bidder is substantially similar to that authorized by a D-49 license holder.

A public agency has the discretion to determine which licenses are required for its projects, and that determination will only be subject to reversal if it is arbitrary, capricious, entirely lacking in evidentiary support, contrary to established public policy, or is unlawful or procedurally unfair. (Business & Professions Code § 7059(b); *M&B Construction v. Yuba County Water Agency* (1999) 68 Cal.App.4th 1353, 1360-1361.)

2. SVG is not Properly Licensed to Perform Tree Trimming Work

The City's bid package states, "[t]rees designated for trimming/pruning shall be as shown on the plan and wrapped with ribbon. Contractor may trim/prune additional trees to remain to execute their work and to protect remaining trees from damage due to Contractor's operations, subject to the approval of the Engineer and the Arborist. Tree Trimming shall be done by a *licensed tree removal contractor* and shall not remove more than 30% of any one tree's canopy."[7]

REI and UEI argue that while SVG listed an amount for Tree Removal and Trimming as part of its bid,[8] SVG neither possessed a D-49 license nor listed a subcontractor possessing one, and therefore SVG's bid must be deemed nonresponsive.

In its June 7, 2022 letter to the City, SVG, through its attorney M. Johnathan Robb Jr., argues SVG did not need a D-49 license (or need to list a subcontractor with a D-49 license) because it possesses a Class A General Engineering Contractor License. Mr. Robb argues that the D-49 license requirement is "superfluous as it is fully encompassed within the [C]lass A license requirements."[9]

Specifically, Mr. Robb states that SVG's Class A license allows it to "perform work at parks and playgrounds which frequently include trees" and that it allows SVG to "level land and perform grading work, presumably including the removal of trees."[10] As such, Mr. Robb concludes that "[b]y SVG's specialized skill and knowledge, it is fit to perform tree trimming work."[11]

As noted above, a Class A license holder may perform work related to parks, playgrounds, and other recreational works, as well as land leveling and grading. While it could perhaps be argued that the *removal* of trees is encompassed within the works allowed to be performed by a Class A license holder, such argument likely cannot be made regarding tree *trimming*.

The City's bid package contains an exhaustive discussion of all trees that will be impacted by the Project. For both the City Park area and the Cypress Knolls locations, the City's

[7] Specifications at "C2 Technical Specifications" Section 108 "CLEARING AND GRUBBING AND TREE REMOVAL AND TRIMMING," subsection 3 "Tree Trimming." (Emphasis added.)
[8] See Item 3 in SVG's Bid Schedule.
[9] June 7, 2022, letter from Mr. Robb of Sweeny Mason, LLP to City of Marina at page 3.
[10] (*Ibid.*)
[11] (*Ibid.*)

contract planner provided: 1) a detailed Arborist Report prepared by ISA Certified Arborist Patric Krabacher; 2) a "Tree Table" listing for each tree its species, size, health, and recommendation for either removal or retention; 3) a photo log for many of the trees; 4) Best Management Practices (BMP) for handling the impacted trees; and 5) a sample Tree Removal Application.

The BMPs for both areas stated, "[p]runing is to be minimal but performed only when necessary in accordance to American National Safety Institute ANSI A300 Pruning Standards. Pruning may include the larger canopied trees that have deadwood or are exhibiting some minor structural defect or minor disease that must be compensated. Should the health and vigor of any tree decline it will be treated as appropriately recommended by a certified arborist or qualified forester." The BMPs also provided direction with respect to pruning as it relates to a tree's branch diameter, the direction and shape of branches, as well as direction with respect to a tree's canopy. In all, the City devoted 51 pages to trees in its bid package.

Taken together, all of these facts provide substantial evidence of the importance to the City of the trees affected by the Project, and support the City's determination that a specialized tree removal and trimming license is required.

In support of its argument that the required D-49 license is "fully encompassed" by its Class license, SVG cites *Pacific Caisson*, *supra*, 198 Cal.App.4th 681. However, *Pacific Caisson* is distinguishable.

In *Pacific Caisson* a subcontractor agreed to "excavate [a] site for footings, grade beams, plumbing and utility lines, and other requirements, backfill and grade, and provide temporary support…" and to "prepare and submit calculations [of] subsurface conditions and geotechnical design parameters, factors of safety, assumptions, design criteria, overstress values and serviceability/deflection tolerances."[12] The bid package required bidders to maintain a class C-12 specialty "Earthwork and Paving Contractor" license. The winning bidder held a class A general engineering contractor's license and a class B general building contractor's license, but never held or obtained the class C-12 specialty license.

In holding that the class A general engineering contractor's license was sufficient, the court noted much of the work allowed pursuant to a C-12 specialty license was also permitted by the class A general engineering contractor's license. For example, the court noted both licenses allow a contractor to perform "earthmoving projects, excavating, grading, trenching, paving, and surfacing work and cement work and concrete works…."[13]

Because a public entity has the right to specify the type of license required, even when the work may be legally performed by contractors holding other classifications, the City has the right to insist on a licensed tree removal and trimming contractor.[14] As SVG did not have the D-

[12] *Pacific Caisson, supra,* 198 Cal.App.4th at pp. 685-686.
[13] *Ibid.* at p. 691.
[14] See *M&B Constr. v Yuba County Water Agency* (1999) 68 Cal.App.4th 1353.

49 license itself and did not list a subcontractor who did, its bid is nonresponsive and should be rejected by the City.

C. The Bid Package did not Require an Asbestos and Lead License at the time Bids were Submitted.

The Technical Specifications for Hazardous Materials Abatement for the Project, at Part 2.4 "Submittals and Notifications" provides,

> "[n]o work will be *allowed to start* until these documents have been submitted to reviewed [sic] and approved in writing by the Observation Service [¶] L. Licenses: *Asbestos* Provide proof of State of California Contractors State License Board license (Asbestos C-22) and proof of Certificate of Registration for Asbestos-Related work with the Division of Occupational Safety and Health (DOSH) in accordance with Labor Code, Section 6501.8. *Lead* The contractor shall have the EPA's Renovation, Repair and Painting (RRP) certification. The abatement supervisor shall be a California Department of Public Health (CDPH) certified lead related construction supervisor. All workers and supervisors performing deleading activities shall have successfully completed CDPH training. Copies of all notifications, permits, applications, licenses and like documents required by Federal, State, or local regulations…" (Emphasis added.)

In its May 20, 2022 and June 7, 2022 letters, REI asserts UEI's bid must be rejected as it does not hold RRP certification.[15] However, as indicated above, the winning bidder was not required to possess the RRP certification at the time the bids were submitted. By the express language of the bid package, all that was required was that the winning bidder obtained the RRP certification before they start work on the Project. Such requirement did not give any "bidder an advantage or benefit not allowed other bidders…" (*Ghilotti Construction, supra,* 45 Cal.App.4th at p. 904; internal citations and quotations omitted.)

D. Erosion Control

Section 110, "Earthwork, Grading, and Hydroseeding" of the C2 Technical Specifications, as subsection 5, "Hydroseeding," requires the winning bidder to apply hydroseeding and erosion control to certain areas affected by the Project. Paragraph 11, "Site Restoration, Base Bid Areas" of the Bid Item Descriptions in the bid package states, "[t]he work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for rough grading areas where foundation and footings are taken out and capping the building footprint and surrounding soil disturbance *with recycled wood chips on flat areas and hydroseeding on sloped areas*." (Emphasis added.)

[15] Resource does not object to UEI's status as a C-22 license holder, presumably because UEI's bid states it holds this license.

REI alleges UEI's bid is nonresponsive because it listed Superior Hydroseeding, Inc. (Superior) as the subcontractor for the required site restoration work. Superior, REI asserts, "does NOT install wood chips" and therefore UEI's bid was nonresponsive as it did not address the spreading of woodchips.

However, REI's objection does not address the possibility that: 1) UEI may install wood chips on its own, under its class B General Contractor's license; 2) UEI's Tree Trimming and Removal subcontractor, Tope's Tree Service, would perform the work; or 3) the amount quoted for spreading wood chips fell within the exception to listing subcontractors where the bid of the subcontractor does not exceed 0.5% of the total general contractor's bid. (Public Contract Code § 4104(a).)

In response to REI's protest regarding the spreading of woodchips, UEI asserts it has a subcontractor in place to spread the wood chips but that because the bid to do so was under 0.5% of the total bid, it was not required to list the subcontractor. This fact renders REI's objection speculative and a complainant "cannot undermine a factual determination by relying solely on speculation." (*Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181, 1196.)

E. Other Objections

REI makes several other objections to UEI's bid, namely: 1) UEI's utility capping estimate is "exponentially lower than all other bidders;" 2) UEI's Experience Statement lists only one "high value" project; 3) UEI's bid was not properly notarized; 4) UEI impermissibly submitted photocopied versions of it surety documents; and 5) UEI made an error in listing unit prices for some items in its Bid Schedule.

As noted above, speculative comments by a complainant cannot undermine factual determinations made by a public agency. And, inconsequential deviations may be waived by the public agency if the deviation neither gives the winning bidder an unfair competitive advantage nor otherwise defeats the goals of ensuring economy and preventing corruption in the public contracting process.

Here, REI does not provide any facts to demonstrate that UEI's utility capping estimate or its Experience Statement is nonresponsive or otherwise flawed. With respect to the notarization and photocopying of documents, REI does not demonstrate how such minor deviations provided UEI an unfair advantage. Courts have upheld public agencies waiver of similar minor deviations.[16]

Finally, with respect to REI's assertion that UEI listed its total price instead of unit price, such minor mistake does not rise to an unfair advantage over other bidders. Moreover, in

[16] See, e.g., *Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181; *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175; *Ghilotti, supra,* 45 Cal.App.4th 897.

response to REI's objection, UEI correctly notes that per Addendum 5's revisions to the "A3 Proposal Form," the following language is included under the "BID CLARIFICATION" section:

> "In case of discrepancy between the unit price and the line-item cost set forth for a unit price item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, *or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price*. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum." (Emphasis added.)

Therefore, by its terms, the bid package provides for a resolution where a unit price is mistakenly stated as the total amount.

V. CONCLUSION

For the reasons set forth above, SVG's bid is nonresponsive and as such should be rejected by the City. As the second low responsive bidder, UEI may be awarded the Contract.[17]

[17] Because UEI may be awarded the contract, it is unnecessary to address UEI's complaints regarding the Resource and SVG bids.

July 29, 2022 Item No. **11b**

Honorable Mayor and Members of the Marina City Council

City Council Meeting of August 3, 2022

Chair and Board Members of Abrams B Non-Profit Corporation

Corporation Board Meeting of August 3, 2022

CITY COUNCIL AND ABRAMS B NON-PROFIT CORPORATION BOARD CONSIDER ADOPTING RESOLUTION NO. 2022-, AND 2022-(NPC), APPROVING ABRAMS B HOUSING AREA BUDGET FOR FY 2022-22 AND AUTHORIZING FINANCE DIRECTOR TO MAKE APPROPRIATE ACCOUNTING AND BUDGETARY ENTRIES

REQUEST:

It is requested that the City Council and Corporation Board consider:

1. Adopting Resolution No. 2022- and Resolution No. 2022- (NPC), approving the Abrams B Housing Area Budget for FY 2022-2023, and;
2. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

The City of Marina is the owner of the 194-unit Abrams Park Housing Area. Alliance Residential Company has been retained to provide property management services.

City staff, Greystar staff, and Tenant's Association representatives have met to discuss the preparation of the Abrams B Housing Area Budget for FY 2022-23.

ANALYSIS:

The budget package provided for the City Council's consideration includes:

- Alliance Residential Abrams Park FY 2022/2023 Proposed Budget Memo
- Attachment A Abrams Park Income
- Attachment B Market Survey
- Attachment C BMR Rent Calculation Documentation
- Attachment D Abrams Park Expenses
- Attachment E Abrams Park Standard Budget
- Attachment F Abrams Park Capital Budget Projections 2022-2023

Information in each of the sections below is intended to highlight each of these pieces of the budget package. Please refer to the attachments themselves for greater details.

Alliance Residential Abrams Park FY 2022/2023 Proposed Budget Memo

This document provides larger capital project accomplishments for the year, summary of revenue/rents, summary of expenses and capital budget spending.

Attachment A Abrams Park Income

Summarizes the performance of the current year revenues and projects revenues for 2021/2022 budget year. Revenue for FY 2021-2022 is projected to end $3,200 under what was budgeted. The decrease in revenue is attributed primarily to low turnover of units to market rate. Net revenue for FY 2021-2022 actual is estimated to close $93,945 more than budgeted due to operating expenses being lower than expected. FY 2022-2023 budget revenue totals $3,727,758. This is a $44,528 increase over FY 2021-2022 FY budget, primarily due to turnover of units to market rate.

In 2010, the City Council adopted a rent formula. In Place, market-rate residents (residents who are not on a Below Market Rate program), rent may increase by the lesser of CPI-U for SF/OAK/SJ for February over February annually or 3% but no more than the average of the Monterey County Housing Authority Payment Standard and the HUD Fair Market Rent (FMR) documentation schedule, reduced by an average household amount for Water/Meter, Sewer and Garbage costs in the former Fort Ord community as an equivalent rent. If an individual's current equivalent rent exceeds the averaged FMR, then no increase will be assessed. If an individual's equivalent rent is less than the averaged FMR but exceeds it after the allowable increase is added, then the alternative increase will only be sufficient to meet the averaged FMR.

Attachment B Market Survey
Current market survey for 5 similar apartment communities in Marina, plus a "shadow market" or non-apartment complex comparable units. This survey is used to determine the rents for new market rate move-in tenants. The survey is updated throughout the year to reflect the most recent market rents of the comparable apartment homes in Marina.

Attachment C BMR Rent Calculation Documentation
Current year BMR rent calculations included in the proposed Alliance budget memo for the current 49-Very Low-Income qualifying units and 23-Low Income qualifying units.

Attachment D Abrams Park Expenses
Summary of all operating expenses. FY 2021-2022 is estimated to close with $117,385 in expenses under budget. This is primarily due to a decrease in operating expenses. Proposed FY 2022-2023 operating expenses total $1,461,787. This is a $95,147 increase over FY 2021-2022 FY budget, primarily due to the addition of a nightly safety security patrol and an increase in capital expenses.

Attachment E Abrams Park Standard Budget
This document contains a summary sheet supported by the detailed budget line items. The summary sheet combines the Revenue and Operating Expenses described in the Attachments above and adds accounting for the City's distribution of $1,532,220 and the Replacement Reserve (capital project set-aside) of $545,340. It should be noted that the Abrams B Housing Area debt payment of $735,000 is paid through the City's distribution with the remainder of $420,000 being General Fund proceeds.

Attachment F Abrams Park Capital Budget Projections
A five-year projection of capital projects. This sheet also provides accounting for the Capital Reserve. The beginning balance of the Capital Reserve set aside funds is $1,027,051. The capital expenditures for FY 2022-2023 equal $653,408. Larger projects this year include parking improvements, sidewalk repairs, safety lighting additions and increase in heater unit replacements. Each year there is a $545,340 set-aside contribution (Replacement Reserve) in the budget. The final Capital Reserve set aside funds for FY 2022-2023 will be $918,983.

FISCAL IMPACT:
Should the City Council and Corporation Board elect to approve this request for the FY 2022-2023 Budget, the owner distribution as proposed will be $1,532,220. This owner distribution is used to pay the Abrams B Housing Area debt payment of $735,000 with the remainder of $420,000 being General Fund proceeds.

CONCLUSION:
This request is submitted for City Council and NPC Corporation Board consideration and possible action.

Respectfully submitted,

_____
Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-
RESOLUTION NO. 2022- (NPC)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AND THE ABRAMS B NON-PROFIT CORPORATION APPROVING ABRAMS B HOUSING AREA BUDGET FOR FY 2022-2023 AND AUTHORIZING FINANCE DIRECTOR TO MAKE APPROPRIATE ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, Alliance Residential Company ("Alliance"), now Greystar Real Estate Partners, as the management agent of Abrams B Housing Area, has submitted a draft FY 2022-2023 budget; and

WHEREAS, City staff, Greystar staff, and the Tenant's Association representatives Paula Pelot and Denise Turley have met in preparation of this budget; and

WHEREAS, the staff of Greystar and the City of Marina have worked collectively on preparing a budget to be presented to the City Council and Board of Abrams B Non-Profit Corporation; and

WHEREAS, Alliance submitted a budget letter describing highlights of the proposed Abrams Park Housing Area FY 2022-2023 Budget and accompanied by updated proposed budgets; and

WHEREAS, the rental revenues are used to provide funds for debt service payments on the Abrams Park property purchase; and

WHEREAS, in 2010, the City Council adopted a rent formula. The Council Policy has been further clarified for In Place, market-rate residents as follows: In Place, market-rate residents (residents who are not on a Below Market Rate program), rent may increase by the lesser of CPI-U for SF/OAK/SJ for February over February annually or 3% but no more than the average of the Monterey County Housing Authority Payment Standard and the HUD Fair Market Rent (FMR) documentation schedule, reduced by an average household amount for Water/Meter, Sewer and Garbage costs in the former Fort Ord community as an equivalent rent. If an individual's current equivalent rent exceeds the averaged FMR, then no increase will be assessed. If an individual's equivalent rent is less than the averaged FMR but exceeds it after the allowable increase is added, then the alternative increase will only be sufficient to meet the averaged FMR; and

WHEREAS, anticipated Owner revenues for Owner Distributions for FY 2022-2023 will be approximately $1,532,220. This owner distribution is used to pay the Abrams B Housing Area debt payment of $735,000 with the remainder of $420,000 being General Fund proceeds. This funding is available for city staff support for Abrams Park which includes assistance with the affordable housing program, developing a long-term capital improvement program, and help with developing ideas for potential development and expansion of the property; and

WHEREAS, City staff has reviewed the budget package for FY 2022-2023; and

WHEREAS, the City Council of Marina and the Board of the Abrams B Non-Profit Corporation reviewed and considered the proposed budgets.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina and the
Corporation Board of the Abrams B Non-Profit Corporation do hereby:

1. Approve the Abrams Park Housing Area Budget for FY 2022-2023, and;
2. Authorize the Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED, by the City Council of the City of Marina and the Corporation Board of the Abrams B Non-Profit Corporation at a regular meeting duly held on the 3rd day of August 2022, 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

GREYSTAR™

Preston/Abrams Park
682 Wahl Court
Marina, CA 93933
831-384-0119

July 28, 2022

Mr. Layne Long
City Manager
City of Marina
211 Hillcrest Avenue
Marina, California 93933

Re: Abrams Park FY 2022/2023 Proposed Budget

Dear Mr. Long:

It has been a pleasure to continue to work with residents and the City of Marina over the last year. With the combination of wonderful residents and effective staff, a number of positive changes have been seen in Abrams Park:

1) **Building Upgrades:** Lighting improvements were completed throughout the property. Mailboxes will be replaced throughout the property in July.
2) **Landscaping/Asphalt Repairs:** The annual tree trimming, fire clearance and common area clearance projects are currently underway and was completed in June. The asphalt was also repaired Ingman Court. Trip hazard mitigation will be completed in July. Irrigation repairs were made routinely throughout the property as well. Lastly, gopher abatement process is underway with a monthly service. Roof preventative maintenance will be completed in July.
3) **Units of Long-Term Residents:** In a typical year, several long-term residents go through the process to refresh their flooring, paint and appliances. These services are extended to long-term residents upon notification or inspection indicating replacement is necessary based on age or condition. These assessments were put on hold due to COVID-19 but resumed in April 2021 when Monterey County moved into the Orange Tier.
4) **Green Initiatives:** In addition to the Marina Coast Water District's and other utility conservation programs, Greystar purchases and installs water or energy saving devices as replacement fixtures as needed. PG&E continues to work directly with income eligible residents to weatherize their homes at no cost to the resident or the community.

Greystar looks to continue to provide the residents at Abrams Park a comfortable and quality living experience. Continued capital improvements throughout the community will allow this property to remain a desirable neighborhood for renters, as well a source of housing that is essential to the general populace of Marina.

Revenue

The primary source of revenue is rents, Section 8 voucher payments from the Housing Authority of the County of Monterey, and associated charges to residents such as late fees.

The City Council of the City of Marina and the Corporation Board of the Abrams B Non-Profit Corporation adopted rent formulas at a regular meeting held on the 2nd of June 2010. The formula states that the annual increase in market rents for in-place residents shall be capped at the lesser of three percent (3%) or the Department of Labor's Consumer Price Index for San Francisco-Oakland-San Jose, All Items, for All Urban Consumers (referred to as CPI-U) Average percentage for the previous year (February to February) to be applied to the next fiscal year, provided that the increased rent for in-place tenants does not exceed the market rent charged to move-in residents.

Proposed Budget – Targeted Rental Increase applies the allowable 3% Rental Increase to in-place residents who are currently under the Fair Market Rental Rate as computed by averaging rates from the Monterey County Housing Authority and the HUD Fair Market Rent schedule and is adjusted for a determined amount for the Water, Sewer and Garbage that residents pay directly to the provider for those services. A reduced Rental Increase amount proportionate to their current rent would be applied to households that may not qualify for the standard Rental Increase.

Current Market Rent Conditions

The market rent for new move-ins is calculated by comparable market rent levels in the competitive market throughout the year. As shown in **Attachment A**, the proposed Budget results in a 3% increase in Total Income ($32,203.80). Per the Marina City Council approved rent formula in 2010, the market rents for new move-ins are fluid throughout the year and change according to market conditions. Currently, market rents for incoming residents are as follows:

Unit Size	**Current Rent Range for Incoming Market Rate Residents**
Two Bedroom	$1,800 - $1,950
Remodeled – Two BR	$2,350
Four Bedroom	$2,570 - $2,700
Remodeled – Four BR	$2,800 - $3,150

* Note: Four 2-Bedroom homes and eight 4-Bedroom homes have additional features that warrant higher than average rental rates.

The Averaged HUD Fair Market Rents (FMR) and the Monterey County Housing Authority Peninsula Payment Standard for December 2020 are as follows:

Unit Bedroom Size	**Fair Market Rent**	**Utility Allowance**	**Adjusted Rental Amount**
Two Bedroom	$2,056.00	$157.02	$1,898.98
Four Bedroom	$3,220.50	$157.02	$3,063.48

A number of in-place market renters in Abrams Park homes are leasing below the averaged Fair Market Rent. The Fair Market Rates above include allowance for some utilities, which are currently paid directly by Abrams Park residents in addition to their monthly rental amount. The two-bedroom average in-place market rent at Abrams Park is $1,564.00 (effectively $1,721), while the average four-bedroom units at Abrams Park rent at $2,206.00 (effectively $2,363).

Affordable Rents

Affordable rental rates are derived from median income schedules published by governmental agencies. Rental rates at Preston Park are based upon 50% and 60% and 80% of the median income for Monterey County. The U.S. Department of Housing and Urban Development calculates the maximum household income by family size in Monterey County, generally once a year. As of the date of this memo, the rental rates are based upon families at 50% and 60% and 80% of the Monterey County median income for 2022. A rental increase is proposed per calculations using published information from the County of Monterey and Housing Authority**.**

Maximum Household Income Limits for 2022 as published in April 2022.

Income Category	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person	Nine Person
50%Very Low	$45,500	$51,200	$56,850	$61,400	$65,950	$70,500	$75,050	$79,590
60% Low/Lower	$54,600	$61,440	$68,220	$73,680	$79,140	$90,060	$90,060	$95,512
80% Low	$72,800	$81,900	$91,000	$98,300	$105,600	$112,850	$120,150	$127,400

Projected Revenue and Expenses in FY 21/22

FY 22/23 budget includes $3,727,758 in Total Revenue vs. FY 21/22 forecast of $3,680,031. Further, FY 22/23 budget includes $1,221,259 in Total Operating Expenses vs. FY 21/22 forecast of $1,140,345 resulting in a $80,914 unfavorable variance.

Expenses

Expenses as outlined in **Attachment D** include Operating Expense projections and relevant changes from the FY 2022/23 budget. Operating expenses typically include expenditures for routine maintenance of the property, redecorating expenses as they apply to unit turns, and expenditures relating to the daily operations of the Leasing Office. Overall, total operating expenses proposed for FY 2021/22 are 7.1% higher than the Estimated Actuals for FY 2021/22. Greystar seeks to maximize cost savings, e.g., lower utilities expenses through installation of water/energy saving devices, while contending with cost increases.

Owner Distributions

The proposed budget repeats the previous years' Owner Distributions $1,532,220.

Capital Expenses

Expenses categorized as Capital expenses directly impact the long-term value of the community, including roof replacements, exterior painting, large-scale landscaping improvements, and interior upgrades including appliances and carpeting/vinyl. Note that amounts labeled for interior upgrades in future budget years are placeholders and are anticipated to change based on Annual Inspection findings.

Recommended capital projects include:

1) Asphalt repair, seal coat, Trip Hazards – $170,000
2) Parking Space Additions - $100,000
3) Gutter Cleaning - $10,000
4) Landscape Upgrades & Tree Trimming - $40,000
5) Lighting Additions - $78,000

Capital Reserve Fund

Adoption of the proposed budget will result in a contribution of $2,811 per unit during this fiscal year. Please note the replacement reserve only conceptualizes typical replacements. It does not contemplate or allow for unknown expenses which are typical, particularly as a building continues to age.

In reviewing the physical needs of the property, and in conjunction with recommendations from the City of Marina Building Department, Greystar recommends the maximum reserve withholding per unit per year going forward. This withholding would ensure that the asset holds adequate reserves to perform necessary replacements and repairs to protect the useful life of the buildings **(Attachment F)**.

We will continue to look for new ways to improve our services over the coming year and remain committed to meeting the objectives set by the City of Marina. Please feel free to contact me at (831) 384-0119 should you have additional questions or concerns.

Regards,
Victor Vo-Khuong
Community Manager

Cc: Sumer Perkins, Director of Real Estate Greystar

Attachments:

- A. FY 2022/23 Budget Revenue Summary
- C. BMR Rent Calculation Documentation
- D. FY 2021/22 Budget Highlights of Operating Expenses
- F. Capital Improvement Plan/Reserve Withholding

Abrams Park Budget Memo Attachment A - Revenue Summary

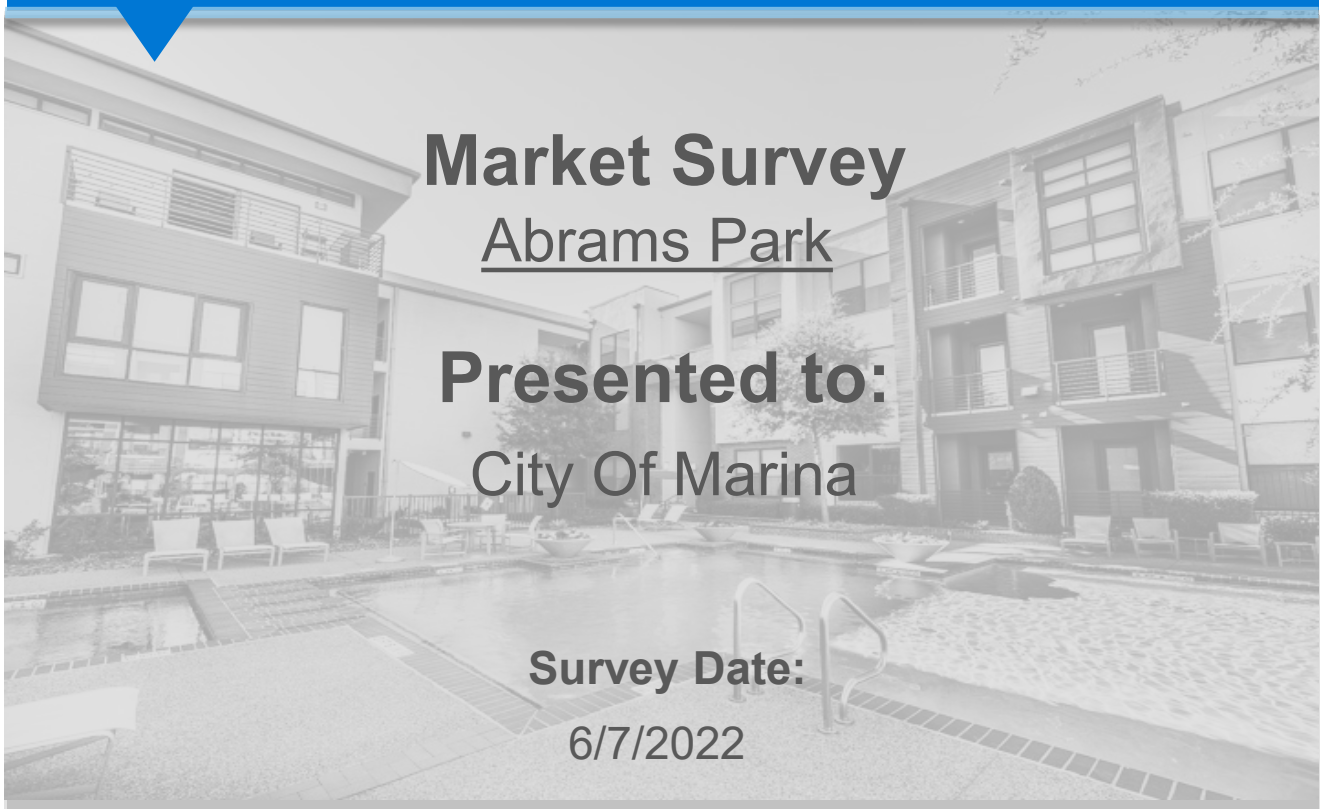
2022/2023 Budget – Targeted Increase

Revenue	Approved Budget FY 2021/2022	Estimated Actuals FY 2021/2022	Proposed FY 2022/2023		Variance of Approved Budget From 2021/2022 Estimated Actuals	%	Comments		Variance of Proposed Budget from FY 2021/2022 Estimated Actuals	%	Comments		2021/2022 Proposed Budget vs. 2021/2022 Approved Budget	%
GROSS MARKET POTENTIAL	$3,767,298	$3,688,811	$3,769,114	D	($78,487)	-2.1%	Decrease in Estimated Actual versus Approved Budget due to assuming increase in market rent in January 2022 that did not occur.	I	$80,303	2.2%	Increase in Proposed Budget to Estimated Actual due to proposed budget assuming Market Rent increase upon turnover and renwal at 1-3%.	I	$1,816	0.0%
TOTAL RENTAL INCOME (Gross Potential Rent minus vacancy, non-rev units, bad debt)	$3,658,850	$3,654,039	$3,704,163	D	($4,811)	-0.1%	Decrease in Estimated Actual versus Approved Budget due to assuming increase in market rent in January 2022 that did not occur ; Offset by significant savings in vacancy loss and non-revenue units.	I	$50,124	1.4%	Increase in Proposed Budget to Estimated Actual due to proposed budget assuming above increase in Market Rent offset by assumption of 98% vacancy at higher market rate versus forecast of 99% at current market rates; assumes increase in bad debt write-offs.	D	$45,313	1.2%
MISCELLANEOUS INCOME	$24,380	$25,991	$23,595	I	$1,611	6.6%	Decrease in Estimated Actual versus Approved Budget due to increase in late fees after COVID.	D	($2,396)	-9.2%	Decrease in Proposed Budget versus Estimated Actual due to interest income and one-time vendor rebate from 2021/2022.	D	($785)	-3.2%
TOTAL INCOME	**$3,683,230**	**$3,680,031**	**$3,727,758**	**D**	**($3,200)**	-0.1%	**Decrease due to not achieving Market Rents increase assumptions upon turnover.**	**I**	**$47,728**	1.3%	**Increase due to achieving Market Rents upon turnover and projected in place target rental increases of 1-3%.**	**I**	**$44,528**	**1.2%**
NET INCOME	**$2,445,740**	**$2,539,685**	**$2,506,499**	**I**	**$93,945**	3.8%	**Increase due to Total Income detailed above as well as Operating Expenses being 4.24% less than anticipated in FY 21/22.**	**D**	**($33,186)**	**-1.3%**	**Increase due achieving Market Rents upon turnover and projected in place target rental increases of 1-3%. Operating expenses offset NOI with a 7.1% increase in Operating Expenses detailed on Attachment D.**	**I**	**$60,759**	**2.5%**

I -- DESIGNATES INCREASE

D -- DESIGNATES DECREASE

GREYSTAR™



Market Survey

Abrams Park

Presented to:

City Of Marina

Survey Date:

6/7/2022

Properties Included in Survey:

Abrams Park
Shadow Market
Marina Square Apartments
Preston Park
Sunbay Suites
Marina Del Sol
Shoreline Apartments
7
8
9
10

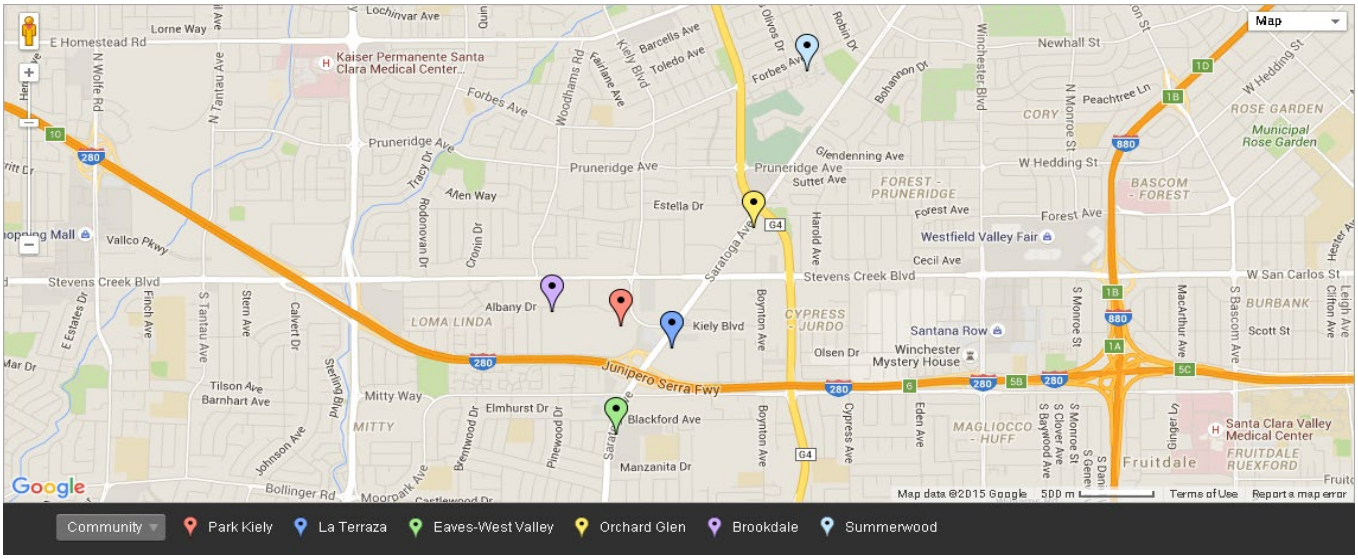
V2.2

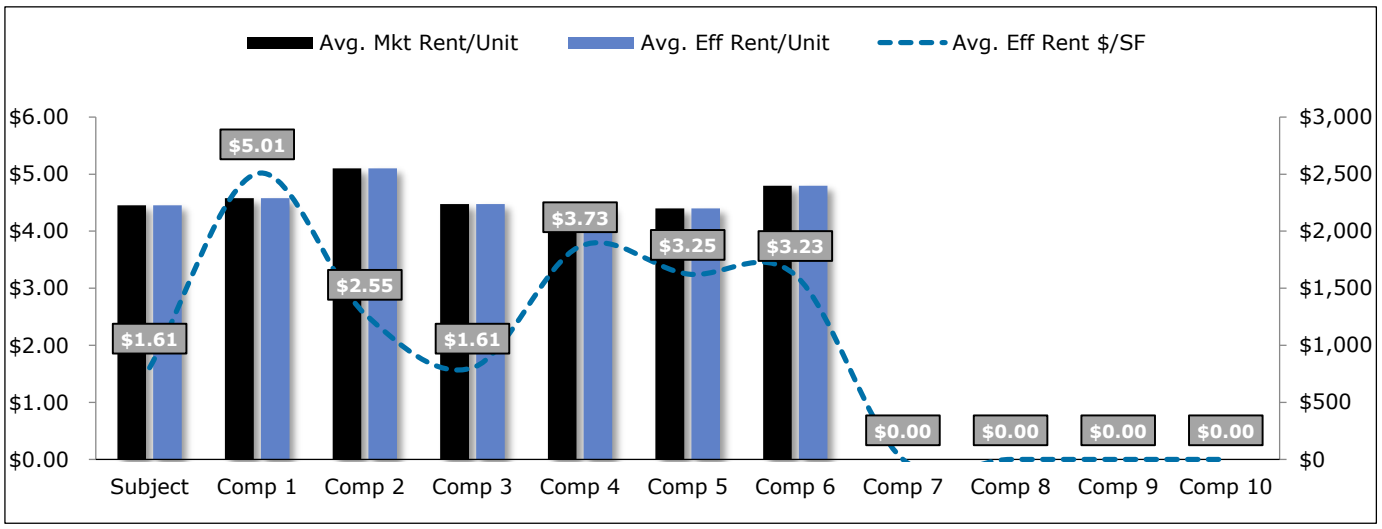
GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

	Property Name	Year Built	# of units	% Occupied	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Abrams Park**	**1978**	**194**	**9948%**	**1386**	**$2,227**	**$1.61**	**$2,227**	**$1.61**
Comp 1	Shadow Market	1973	16	100%	457	$2,289	$5.01	$2,289	$5.01
Comp 2	Marina Square Apartments	1978	48	100%	1000	$2,550	$2.55	$2,550	$2.55
Comp 3	Preston Park	1987	354	99%	1393	$2,237	$1.61	$2,237	$1.61
Comp 4	Sunbay Suites	1989	266	90%	593	$2,215	$3.73	$2,215	$3.73
Comp 5	Marina Del Sol	1977	108	100%	677	$2,200	$3.25	$2,200	$3.25
Comp 6	Shoreline Apartments	1973	84	98%	742	$2,397	$3.23	$2,397	$3.23
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)		***1070***	***1505%***	***1038***	***$2,254***	***$2.52***	***$2,254***	***$2.52***	
Total/Avg. (Market less Subject)		***876***	***98%***	***961***	***$2,260***	***$2.72***	***$2,260***	***$2.72***	

Marina I 0





ATTACHMENT B

GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Property	Abrams Park	Shadow Market	Marina Square Apartments	Preston Park	Sunbay Suites	Marina Del Sol	Shoreline Apartments	7	8	9	10
	Subject	1	2	3	4	5	6	7	8	9	10
PROPERTY INFORMATION											
Owner	City Of Marina	Variable	Greystar	City of Marina	Sunbay Resort Associates	Pioneer Properties	N/A				
Management Company	Greystar	variable	Greystar	Greystar	Sunbay Suites	Pioneer Properties	Greystar				
Total Number of Units	194	16	48	354	266	108	84				
Location (City)	Marina	Marina	Marina	Marina	Seaside	Marina	Marina				
Class	0	A	A	A	A	A	A				
Product Type	Townhome	Townhome	Townhome	Townhome	Townhome	Townhome	Townhome				
Year Built	1978	1973	1978	1987	1989	1977	1973				
DEPOSITS AND FEES											
Application Fee	$45	$0	$35	$45	$50	$35	$42	$0	$0	$0	$0
Deposit (Ref | Non-Ref)	rent I 1.5 rent	$0 I $0	$1 I $2400	$0 I $250	$250 I $250	$1000 I $0	$500 I $0	$0 I $0	$0 I $0	$0 I $0	$0 I $0
Admin or Redec Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pet Deposit | Pet Fee	no pets I $0	$0 I $0	$0 I $0	$250 I $0	$0 I $0	$500 I $0	$350 I $0	$0 I $0	$0 I $0	$0 I $0	$0 I $0
Pet Rent	no pets	$0	$0	$25	$0	$0	$0	$0	$0	$0	$0
UTILITIES											
Electric	Metered	N/A	Metered	Metered	Metered	Metered	Metered	N/A	N/A	N/A	N/A
Gas	Metered	N/A	Metered	Metered	Metered	Metered	Metered	N/A	N/A	N/A	N/A
Water & Sewer	Metered	N/A	Metered	Metered	Metered	Metered	Metered	N/A	N/A	N/A	N/A
Trash | Valet Trash	$0 I $0	$0 I $0	N/A I N/A	N/A I N/A	N/A I N/A	N/A I N/A	N/A I N/A	$0 I $0	$0 I $0	$0 I $0	$0 I $0
Pest Control	weekly	N/A	N/A	Weekly	weekly	Not billed back	N/A	N/A	N/A	N/A	N/A
Cable | Internet	na I na	$0 I $0	N/A I N/A	N/A I N/A	N/A I N/A	N/A I N/A	N/A I N/A	$0 I $0	$0 I $0	$0 I $0	$0 I $0
PARKING AND STORAGE	**(# I $)**										
Covered Parking	I $0	I $0	I $0	I $0	1 I $0	1 I $0	1 I $0				
Garages (Attached)	1 I $0	I $0	I $0	1 I $0	I $0	I $0	I $0				
Garages (Detached)	I $0	I $0	1 I $0	I $0	I $0	I $0	I $0				
Other Parking	1 I $0	I $0	I $0	I $0	1 I $0	1 I $0	1 I $0				
Storage Rent	I $0	I $0	1 I $0	I $0	1 I $0	1 I $0	1 I $0				
Surface Parking	I $0	I $0	I $0	I $0	I $0	I $0	I $0				
COMMUNITY AMENITIES											
Basketball Court											
Billiards Room											
Business Center											
Car Wash											
Coffee Bar/Internet Cafe											
Conference Room											
Dog Park											
Exterior Breezeways											
Fitness Center											
Jacuzzi/Spa											
Jogging/Walking Trails											
Laundry											
Media Room (Theatre)											
On-Site Retail or Restaurants											
Outdoor Fireplace											
Outdoor Kitchen											
Playground/Tot Lot											
Pool(s)											
Recycle Bins											
Roof Deck											
Tanning Bed											
Tennis Courts											
WiFi											
CONVENIENCE											
Concierge											
Dry Cleaner Drop Off											
Elevator(s)											
Maid Service											
Trash Chutes											
Valet Parking											
SECURITY											
Access Gates											
Audible/Monitored Alarms											
Controlled Building Access											
Guard House											
Patrol Service											
Security Cameras											
Security Officer											
Telegate											
APARTMENT FEATURES											
Accent Wall											
Built-In Desk											
Ceiling Fan(s)											
Ceilings - 9' or Greater											
Crown Molding											
Fireplace											
Flooring - Carpet											
Flooring - Ceramic Tile											
Flooring - Wood/Faux Wood											
French Doors											
Garden Tub(s)											
Outside /Extra Storage											
Private Patio/Balcony											
Recessed Lighting											
Separate Dining Room											
Sunroom /Solarium											
Utility Room											
Walk-in Closet(s)											
Washer Dryer Connection											
Washer Dryer Included											

Greystar Proprietary and Confidential Information – Not for distribution or use without prior written authorization.

ATTACHMENT B

GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Property	Abrams Park	Shadow Market	Marina Square Apartments	Preston Park	Sunbay Suites	Marina Del Sol	Shoreline Apartments	7	8	9	10
KITCHEN											
Appliances - Black											
Appliances - Stainless/SS Look											
Appliances - White											
Countertops - Granite/Marble											
Dishwasher											
Disposal											
Kitchen Island											
Pantry											

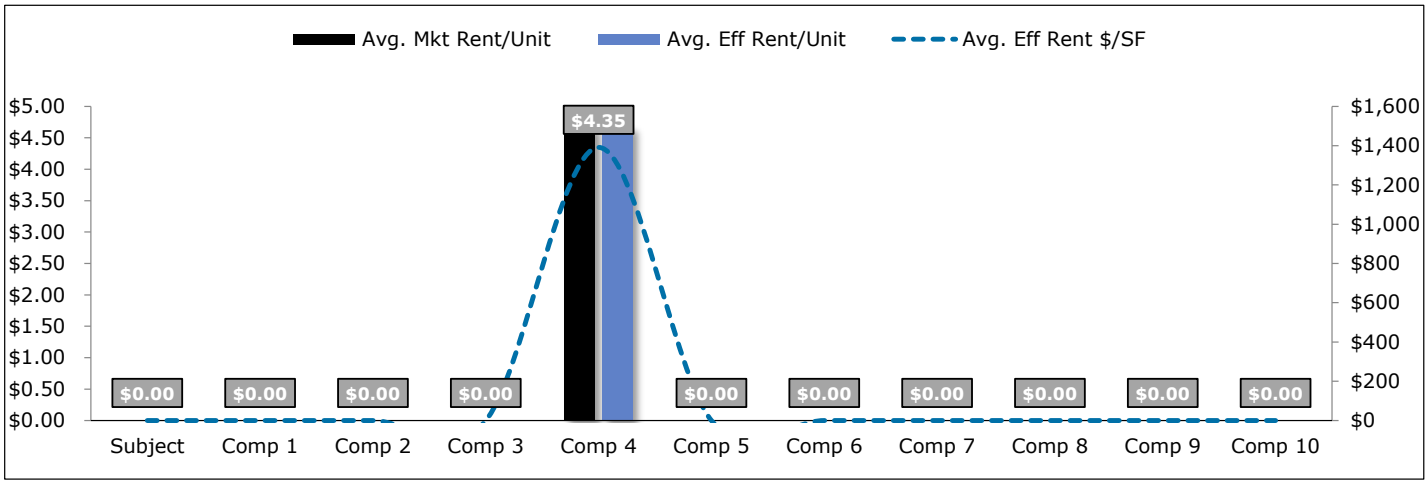
GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Standard Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Abrams Park**	**1978**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Preston Park	1987	0	0%	0	$0	$0.00	$0	$0.00
Comp 4	Sunbay Suites	1989	32	12%	345	$1,500	$4.35	$1,500	$4.35
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***32***	***12%***	***345***	***$1,500***	***$4.35***	***$1,500***	***$4.35***
Total/Avg. (Market less Subject)			***32***	***12%***	***345***	***$1,500***	***$4.35***	***$1,500***	***$4.35***

Studio Analysis | Standard



Renovated Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Abrams Park**	**1978**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Preston Park	1987	0	0%	0	$0	$0.00	$0	$0.00
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***0***	***0%***	***0***	***$0***	***$0.00***	***$0***	***$0.00***
Total/Avg. (Market less Subject)			***0***	***0%***	***0***	***$0***	***$0.00***	***$0***	***$0.00***

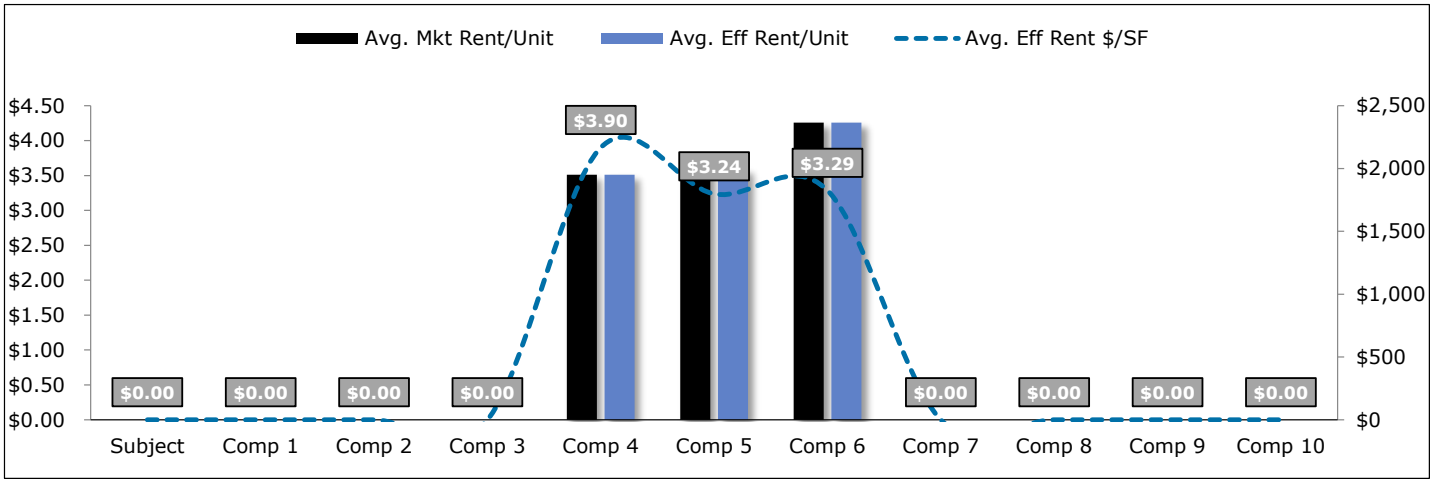
GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Standard Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Abrams Park**	**1978**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Preston Park	1987	0	0%	0	$0	$0.00	$0	$0.00
Comp 4	Sunbay Suites	1989	64	24%	500	$1,950	$3.90	$1,950	$3.90
Comp 5	Marina Del Sol	1977	54	50%	618	$2,000	$3.24	$2,000	$3.24
Comp 6	Shoreline Apartments	1973	72	86%	720	$2,366	$3.29	$2,366	$3.29
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***190***	***53%***	***617***	***$2,122***	***$3.48***	***$2,122***	***$3.48***
Total/Avg. (Market less Subject)			***190***	***53%***	***617***	***$2,122***	***$3.48***	***$2,122***	***$3.48***

One Bedroom Analysis | Standard



Renovated Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Abrams Park**	**1978**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Preston Park	1987	0	0%	0	$0	$0.00	$0	$0.00
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***0***	***0%***	***0***	***$0***	***$0.00***	***$0***	***$0.00***
Total/Avg. (Market less Subject)			***0***	***0%***	***0***	***$0***	***$0.00***	***$0***	***$0.00***

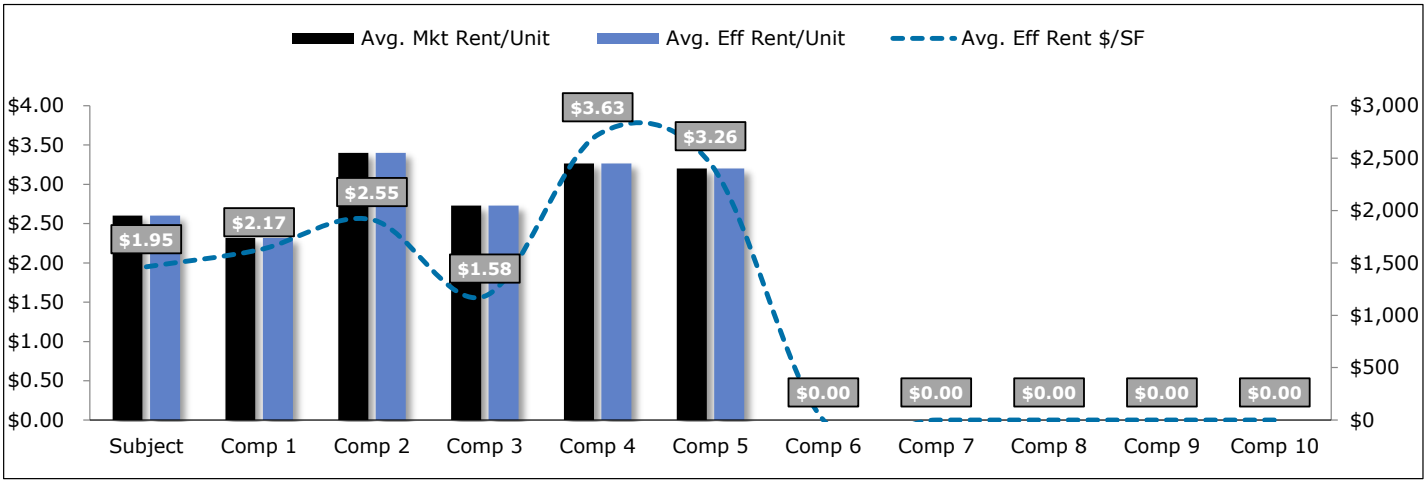
GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Standard Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Abrams Park**	**1978**	**4**	**2%**	**1000**	**$1,950**	**$1.95**	**$1,950**	**$1.95**
Comp 1	Shadow Market	1973	9	56%	807	$1,737	$2.17	$1,737	$2.17
Comp 2	Marina Square Apartments	1978	48	100%	1000	$2,550	$2.55	$2,550	$2.55
Comp 3	Preston Park	1987	210	59%	1298	$2,046	$1.58	$2,046	$1.58
Comp 4	Sunbay Suites	1989	170	64%	675	$2,450	$3.63	$2,450	$3.63
Comp 5	Marina Del Sol	1977	54	50%	736	$2,400	$3.26	$2,400	$3.26
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***495***	***55%***	***983***	***$2,266***	***$2.57***	***$2,266***	***$2.57***
Total/Avg. (Market less Subject)			***491***	***66%***	***983***	***$2,268***	***$2.58***	***$2,268***	***$2.58***

Two Bedroom Analysis | Standard



Renovated Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Abrams Park**	**1978**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Preston Park	1987	19	5%	1261	$2,283	$1.81	$2,283	$1.81
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	12	14%	875	$2,583	$2.95	$2,583	$2.95
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***31***	***10%***	***1111***	***$2,399***	***$2.25***	***$2,399***	***$2.25***
Total/Avg. (Market less Subject)			***31***	***10%***	***1111***	***$2,399***	***$2.25***	***$2,399***	***$2.25***

Greystar Proprietary and Confidential Information – Not for distribution or use without prior written authorization.

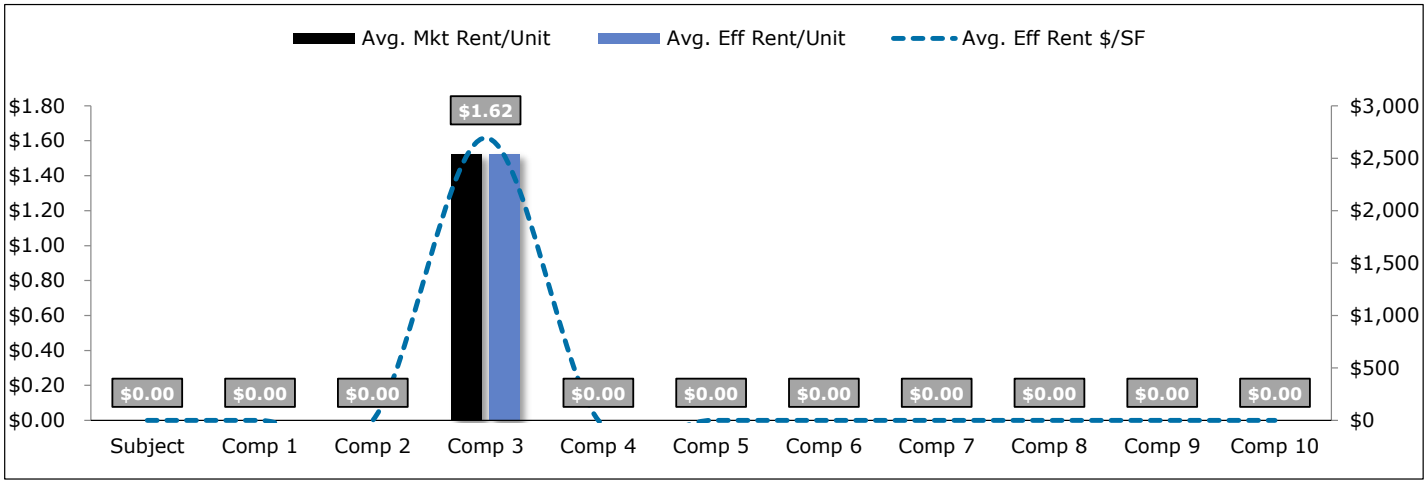
GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Standard Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Abrams Park**	**1978**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Preston Park	1987	120	34%	1572	$2,541	$1.62	$2,541	$1.62
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***120***	***34%***	***1572***	***$2,541***	***$1.62***	***$2,541***	***$1.62***
Total/Avg. (Market less Subject)			***120***	***34%***	***1572***	***$2,541***	***$1.62***	***$2,541***	***$1.62***

Three Bedroom Analysis | Standard



Renovated Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Abrams Park**	**1978**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Preston Park	1987	5	1%	1572	$2,836	$1.80	$2,836	$1.80
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***5***	***1%***	***1572***	***$2,836***	***$1.80***	***$2,836***	***$1.80***
Total/Avg. (Market less Subject)			***5***	***1%***	***1572***	***$2,836***	***$1.80***	***$2,836***	***$1.80***

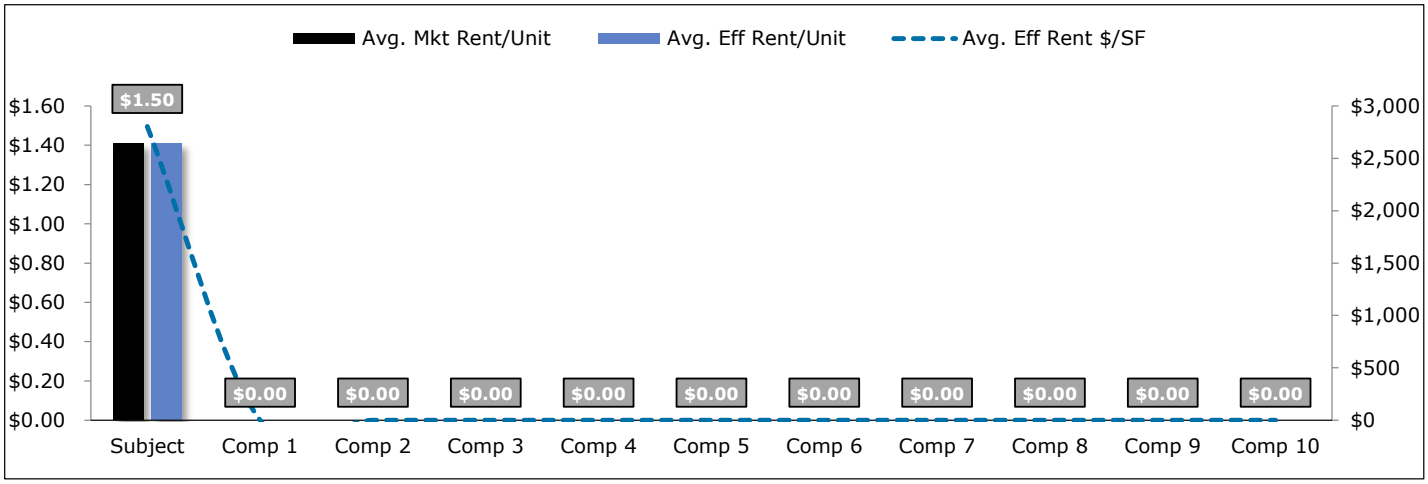
GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Standard Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Abrams Park**	**1978**	**88**	**45%**	**1765**	**$2,639**	**$1.50**	**$2,639**	**$1.50**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Preston Park	1987	0	0%	0	$0	$0.00	$0	$0.00
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***88***	***45%***	***1765***	***$2,639***	***$1.50***	***$2,639***	***$1.50***
Total/Avg. (Market less Subject)			***0***	***0%***	***0***	***$0***	***$0.00***	***$0***	***$0.00***

Four Bedroom Analysis I Standard



Renovated Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Abrams Park**	**1978**	**10**	**5%**	**1760**	**$2,644**	**$1.50**	**$2,644**	**$1.50**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Preston Park	1987	0	0%	0	$0	$0.00	$0	$0.00
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***10***	***5%***	***1760***	***$2,644***	***$1.50***	***$2,644***	***$1.50***
Total/Avg. (Market less Subject)			***0***	***0%***	***0***	***$0***	***$0.00***	***$0***	***$0.00***

Calculation of Affordable Units FY 22/3 Rent Levels

(A) **MAXIMUM HOUSEHOLD INCOME LIMITS (ANNUAL)**

HUD AMI Level	Number of Persons								
	1	2	3	4	5	6	7	8	9*
Very Low (50% AMI)	$ 35,600	$ 40,700	$ 45,800	**$ 50,850**	$ 54,950	$ 59,000	$ 63,100	$ 67,150	$ 71,190
Low/Lower (60% AMI)	$42,720	$48,840	$54,960	**$61,020**	$65,940	$70,800	$75,720	$80,580	$85,432
Low (80%) AMI	$56,950	$65,100	$73,250	**$81,350**	$87,900	$94,400	$100,900	$107,400	$113,890

Used for 2BD

Used for 3 BD (4.5 Persons)

Used for 4 BD

Source:HUD Median Income for Monterey County 2019 at https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn

**** 9-Person Income Limits are calculated as 140% of the 4 -person limits with rounding as per HUD Guidelines***

(B) **MAXIMUM MONTHLY HOUSING COST (Rent + Utility Allowance)**

HUD Area Median Income (AMI) Level	Number of Bedrooms		
	2BD[1]	4BD[2]	3BD[3]
Very Low (50% AMI)	$ 1,091	$ 1,406	$1,260
Low/Lower (60%) AMI	$ 1,310	$ 1,688	$1,512
Low (80%) AMI	$ 1,744	$ 2,248	$2,015

Notes:

[1] *Calculated as 2BD AMI @ 50%, 60% and 80% for 3 persons x 30% and then divided by 12 months*

[2] *Calculated as 4BD AMI @ 50%, 60% and 80% for 6 persons x 30% and then divided by 12 months*

[3] *Calculated as 3BD AMI @ 50%, 60% and 80% for 4.5 persons x 30% and then divided by 12 months* ***(Preston Park Only)***

(C) **AFFORDABLE UNITS RENT CALCULATION USING 50%/60%/80% BRACKET LESS HAMC (HCV Program) UTILITIES ALLOWANCE[5,6]**

	2BD		3BD (Preston Only)		4BD	
	21/22	20/21	21/22	20/21	21/22	20/21
Very Low (50% AMI)	$ 1,091	$ 1,091	$1,260	$ 1,260	$ 1,406	$ 1,406
Less Utilities	$ (202)	$ (202)	$ (264)	$ (264)	$ (328)	$ (328)
Monthly Rent Net of Utilities	***$ 889***	***$ 889***	***$996***	***$ 996***	***$ 1,078***	***$ 1,078***
Low/Lower (60% AMI)	$ 1,310	$ 1,310	$1,512	$ 1,512	$ 1,688	$ 1,688
Less Utilities	$ (202)	$ (202)	$ (264)	$ (264)	$ (328)	$ (328)
Monthly Rent Net of Utilities	***$ 1,108***	***$ 1,108***	***$1,248***	***$ 1,248***	***$ 1,360***	***$ 1,360***
Low/Lower (80% AMI)	$ 1,744	$ 1,744	$2,015	$ 2,015	$ 2,248	$ 2,248
Less Utilities	$ (202)	$ (202)	$ (264)	$ (264)	$ (328)	$ (328)
Monthly Rent Net of Utilities	***$ 1,542***	***$ 1,542***	***$1,751***	***$ 1,751***	***$ 1,920***	***$ 1,920***

[5] *Source for Utilities Deduction in the HAMC HVC Program Utilities Allowances for Apts & Townhouses 22-23*

[6] Utilities (UTA-Apts/Townhouses Allowances) used for calc are "HEATING (Natural Gas)", "COOKING (Natural Gas)", "OTHER ELECTRIC", WATER HEATING (Natural Gas), WATER , SEWER, and "TRASH COLLECTION"

Abrams Park Budget Memo Attachment D - Highlights of Operating Expenses

ATTACHMENT D

Operating Expenses	Approved Budget FY 2021/2022	Estimated Actuals FY FY 2021/2022	Proposed FY 2022/2023		Variance of Approved Budget From FY 2021/2022 Estimated Actuals	%	Comments		Variance of Proposed Budget from FY FY 2021/2022 Estimated Actuals	%	Comments		2022/2023 Proposed Budget vs. FY 2021/2022 Approved Budget	%
PAYROLL	$405,851	$382,587	$427,297	D	$23,264	5.7%	Decrease in Estimated Budget over Approved Budget due to open positions during FY.	I	($44,711)	-11.7%	Increase in Proposed Budget over Estimated Budget due to open positions in 2021/2022 FY; assumes annual merit increase of 3% and increase in tax and benefit costs.	I	($21,446)	-5.3%
CONTRACT SERVICES	$61,626	$51,835	$79,526	D	$9,791	15.9%	Decrease in Estimated Budget over Approved Budget due to savings in Landscape and General Maintenance Contract.	I	($27,691)	-53.4%	Increase in Proposed Budget over Estimated Budget due to addition of nightly courtesy patrol in new budget year, plus 10% increase in Pest Control and Landscape contracts.	I	($17,900)	-29.0%
UTILITIES	$154,404	$107,393	$118,944	D	$47,011	30.4%	Decrease based on actuals.	I	($11,551)	-10.8%	2022/2023 budget based upon 2021/2022 actuals with an a 10% increase in rates.	D	$35,460	23.0%
REDECORATING	$90,513	$84,026	$81,720	D	$6,487	7.2%	Decrease in Estimated Budget over Approved Budget due to reduced turnover.	D	$2,306	2.7%	Tracking YOY, budget assumes slight increase in turnover YOY.	D	$8,793	9.7%
MAINTENANCE	$74,532	$81,726	$89,650	I	($7,194)	-9.7%	Increase in Estimated Budget over Approved Budget due to increased in cleaning supplies, misc. repairs and supplies budgeted in Contracts under General Maintenance.	I	($7,924)	-9.7%	Increase in Proposed Budget over Estimated Budget due inflation.	I	($15,118)	-20.3%
MARKETING	$3,735	$4,191	$3,184	I	($456)	-12.2%	Tracking from Estimated Budget over Approved Budget	D	$1,007	24.0%	Tracking YOY with slight decrease.	D	$551	14.8%
ADMINISTRATIVE	$79,040	$71,524	$69,852	D	$7,516	9.5%	Tracking from Estimated Budget over Approved Budget	D	$1,672	2.3%	Decrease in Proposed Budget over Estimated Budget due to reducing costs in multiple GL's.	D	$9,188	11.6%
INSURANCE & TAXES	$275,709	$260,311	$257,892	D	$15,399	5.6%	Reflects higher rates than anticipated.	D	$2,419	0.9%	Increase due to anticipated tax increase and insurance premium.	D	$17,817	0.0%
NON-ROUTINE MAINTENANCE	$129,150	$108,909	$240,528	D	$20,241	15.7%		I	($131,619)	-120.9%	FY 22/23 budget includes trip hazard removal, gutter cleaning, annual inspection supplies, a roof preventive maintenance inspection, tree trimming, irrigation replacements and unforeseen maintenance events.	I	($111,378)	-86.2%
MANAGEMENT FEES	$92,081	$96,754	$93,194	I	($4,674)	-5.1%	Increase from Estimated Budget over Approved Budget due to increase in income.	D	$3,560	3.7%	Increase due to increase in Total Income.	I	($1,113)	-1.2%
TOTAL OPERATING EXPENSES	**$1,366,640**	**$1,249,255**	**$1,461,787**	**D**	**$117,385**	8.6%	**Decrease due to expense category increases detailed above.**	**I**	**($212,532)**	-17.0%	**Increase due to expense category increases detailed above.**	**I**	**($95,147)**	**-7.0%**

I -- DESIGNATES INCREASE
D -- DESIGNATES DECREASE

GREYSTAR FORESIGHT2020

aabrpar (Abrams Park) Summary Report

	Reforecast Year		Budget Year		
	Reforecast	Original Budget	Budget Year	Budget vs Reforecast Var $	Var %
Potential Rent	3,688,811	3,767,298	3,769,114	80,303	2.2%
Net Potential Rent	3,688,426	3,767,298	3,769,114	80,689	2.2%
Vacancy Loss	(19,377)	(66,372)	(38,857)	(19,480)	(100.5)%
Non Revenue Units	(12,878)	(35,826)	(19,842)	(6,964)	(54.1)%
Bad Debt	(2,131)	(6,250)	(6,252)	(4,121)	(193.4)%
Total Rental Income-Residential	**$ 3,654,039**	**$ 3,658,850**	**$ 3,704,163**	**$ 50,124**	**1.4%**
Other Income-Residential	25,991	24,380	23,595	(2,396)	(9.2)%
Total Income	**$ 3,680,031**	**$ 3,683,230**	**$ 3,727,758**	**$ 47,728**	**1.3%**
EXPENSES					
Payroll & Benefits	382,587	405,851	427,297	(44,711)	(11.7)%
Repairs & Maintenance	81,726	74,532	89,650	(7,924)	(9.7)%
Make-Ready / Redecorating	84,026	90,513	81,720	2,306	2.7%
Contract Services	51,835	61,626	79,526	(27,691)	(53.4)%
Advertising / Marketing / Promotions	4,191	3,735	3,184	1,007	24.0%
Office Expenses	38,038	36,734	35,230	2,807	7.4%
Other General & Administrative	33,486	42,306	34,622	(1,136)	(3.4)%
Utilities	107,393	154,404	118,944	(11,551)	(10.8)%
Controllable Expenses	**$ 783,280**	**$ 869,700**	**$ 870,173**	**$ (86,893)**	**(11.1)%**
Management Fees	96,754	92,081	93,194	3,560	3.7%
Taxes	50,927	56,592	50,928	(1)	(0.0)%
Insurance	209,384	219,117	206,964	2,420	1.2%
Non-Controllable Expenses	**$ 357,065**	**$ 367,790**	**$ 351,086**	**$ 5,979**	**1.7%**
Total Operating Expenses	**$ 1,140,345**	**$ 1,237,490**	**$ 1,221,259**	**$ (80,914)**	**(7.1)%**
Total Operating / Non Recoverable Expenses	**$ 1,140,345**	**$ 1,237,490**	**$ 1,221,259**	**$ (80,914)**	**(7.1)%**
Net Operating Income	**$ 2,539,685**	**$ 2,445,740**	**$ 2,506,499**	**$ (33,186)**	**(1.3)%**
Routine Replacement Expense	108,909	129,150	240,528	(131,619)	(120.9)%
Capital / Renovation Expense	243,047	-	431,680	(188,633)	(77.6)%
NOI After Replacements	**$ 2,187,729**	**$ 2,316,590**	**$ 1,834,291**	**$ (353,438)**	**(16.2)%**
Partnership / Owner Expenses	(737)	-	-	(737)	(100.0)%
Total Non-Operating Expense	**$ (737)**	**$ 0**	**$ 0**	**$ (737)**	**(100.0)%**
Net Income	**$ 2,188,467**	**$ 2,316,590**	**$ 1,834,291**	**$ (354,176)**	**(16.2)%**

	Attachment F						
CAPITAL EXPENDITURES - 2022/2023 Abrams Park Budget							
ABRAMS - REVISED PHYSICAL NEEDS ASSESSMENT (5 Year Look Forward - Greystar Recommendation)					**Updated: 7/19/2022**		
Project	**Detail**	**Committed/ Completed 2021 - 2022**	**2022 - 2023**	**2023 - 2024**	**2024 - 2025**	**2025 - 2026**	**2026 - 2027**
Projected Replacement Reserve Fund Balance		***$833,667***	***$1,027,051***	***$918,983***	***$296,511***	***$172,539***	***$376,867***
Projected Replacement Reserve Fund Contribution		***$545,340***	***$545,340***	***$545,340***	***$545,340***	***$545,340***	***$545,340***
Building & Structure	Repairs	$ 29,265					
Dry Rot Repairs	Dry Rot on Windows, Eaves, Siding			$ 50,000	$ -		
Windows / Sliding Glass Doors	*Replace Windows/Sliding Doors (estimated completion date in this FY 4/30/2021)						
Paving/Sidewalks	Asphalt repair, seal coat, Trip Hazards	$ 140,138	$ 170,000				
Duct Cleaning		$ -				$ 95,000	
Toilet/showerhead/aerator retrofit							
Parking	Add parking spaces	$ 1,100	$ 100,000	$ 425,000			
Lighting			$ 78,000				
Landscape and irrigation		$ 15,755	$ 40,000				
Fence repairs / slat replacement							
Roof	Repairs/Replacement/Gutter Cleaning	$ 13,183	$ 10,000				
Exterior Paint	Full Community Paint			$ 400,000	$ 400,000		
Playground Upgrades							
Mailbox Replacenent	Replacement	$ 17,649					
Maintenance Vehicle	Purchase New						
Computers	Purchase New				$ 5,000		
Exterior Unit Doors	Steel Front/Back Doors						
Construction Management Fee	6% Fee on Construction Projects (see * for applicable items)	$ 9,536	$ 14,880	$ 52,500	$ 24,000	$ 5,700	$ -
Dishwasher	Replacement (assume 10 year life). Represents 12 units	$ 5,919	$ 4,200	$ 4,200	$ 4,200	$ 4,200	$ 4,200
Refrigerators	Replacement (assume 15 year life). Represents 24 units	$ 9,510	$ 15,600	$ 15,600	$ 15,600	$ 15,600	$ 15,600
Stove/Rangehoods	Replacement (assume 15 year life). Represents 15 units	$ 21,753	$ 8,400	$ 8,400	$ 8,400	$ 8,400	$ 8,400
Garbage Disposal	Replacement (assume 10 year life). Represents 12 units	$ 1,553	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200
Hot Water Heaters	Replacement (assume 15 year life). Represents 16 units	$ 9,523	$ 11,196	$ 11,200	$ 11,200	$ 11,200	$ 11,200
Carpet	Replacement (assume 10 year life). Represents 32 units	$ 41,161	$ 88,752	$ 88,512	$ 88,512	$ 88,512	$ 88,512
Vinyl	Replacement (assume 10 year life). Represents 32 units	$ 29,930	$ 51,180	$ 51,200	$ 51,200	$ 51,200	$ 51,200
HVAC Furnace	Replacement (assume 15 year life). Represents 8 units @ $7,400ea.	$ 5,980	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000
Capital Expenses - uninflated (included as Capital Assets in the Standard Budget)		$ (351,956)	$ (653,408)	$ (1,167,812)	$ (669,312)	$ (341,012)	$ (240,312)
Ending Replacement Reserve Fund Balance - uninflated		***$1,027,051***	***$918,983***	***$296,511***	***$172,539***	***$376,867***	***$681,895***

July 29, 2022 Item No. **11c**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of August 3, 2022

Chair and Board Members of
Preston Park Sustainable Community Non-Profit Corporation

Corporation Board Meeting
of August 3, 2022

CITY COUNCIL AND PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION BOARD CONSIDER ADOPTING RESOLUTION NO. 2022-, AND 2022- (PPSC-NPC), APPROVING PRESTON PARK HOUSING AREA BUDGET FOR FY 2022-23 AND AUTHORIZING FINANCE DIRECTOR TO MAKE APPROPRIATE ACCOUNTING AND BUDGETARY ENTRIES

REQUEST:

It is requested that the City Council and Corporation Board consider:

1. Adopting Resolution No. 2022- and Resolution No. 2022- (PPSC-NPC), approving the Preston Park Sustainable Community Non-Profit Corporation Preston Park Housing Area Budget for FY 2022-23, and;
2. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

The City of Marina purchased the 354-apartment unit community of Preston Park in 2016. Greystar Residential has been retained to provide property management services.

City staff, Greystar staff, and Tenant's Association representatives have met to review and discuss the preparation of the Preston Park Sustainable Community Non-Profit Corporation Preston Park Housing Area Budget for FY 2022-23.

ANALYSIS:

The budget package provided for the City Council's consideration includes:

- Alliance Residential Preston Park FY 2022/2023 Proposed Budget Memo
- Attachment A Preston Park Income
- Attachment B Market Survey
- Attachment C BMR Rent Calculation Documentation
- Attachment D Preston Park Expenses
- Attachment E Preston Park Standard Budget
- Attachment F Preston Park Capital Budget Projections 2022-2023
- Attachment G Preston Park Cash Allocations

Information in each of the sections below is intended to highlight each of these pieces of the budget package. Please refer to the attachments themselves for greater details.

Alliance Residential Preston Park FY 2022/2023 Proposed Budget Memo

This document provides larger capital project accomplishments for the year, summary of revenue/rents, summary of expenses and capital budget spending.

Attachment A Preston Park Income
Summarizes the performance of the current year revenues and projects revenues for 2021/2022 budget year. Revenue for FY 2021-2022 revenue is projected to end 48,581 over budget. The additional revenue is a result of an increase in damage recovery upon move outs, interest income and one-time reimbursement of overpayment for utilities of utilities. Net revenue for FY 2021-2022 actual is estimated to close $75,601 over budget. FY 2022-2023 budget revenue totals $7,529,720. This is a $172,484 increase over FY 2021-2022 FY budget, primarily due to turnover of units to market rate.

In 2010, the City Council adopted a rent formula. In Place, market-rate residents (residents who are not on a Below Market Rate program), rent may increase by the lesser of CPI-U for SF/OAK/SJ for February over February annually or 3% but no more than the average of the Monterey County Housing Authority Payment Standard and the HUD Fair Market Rent (FMR) documentation schedule, reduced by an average household amount for Water/Meter, Sewer and Garbage costs in the former Fort Ord community as an equivalent rent. If an individual's current equivalent rent exceeds the averaged FMR, then no increase will be assessed. If an individual's equivalent rent is less than the averaged FMR but exceeds it after the allowable increase is added, then the alternative increase will only be sufficient to meet the averaged FMR.

Attachment B Market Survey
Current market survey for 5 similar apartment communities in Marina, plus a "shadow market" or non-apartment complex comparable units. This survey is used to determine the rents for new market rate move-in tenants. The survey is updated throughout the year to reflect the most recent market rents of the comparable apartment homes in Marina.

Attachment C BMR Rent Calculation Documentation
Current year BMR rent calculations included in the proposed Alliance budget memo for the current 19-Very Low-Income qualifying units and 31-Low Income qualifying units.

Attachment D Preston Park Expenses
Summary of all operating expenses. FY 2021-2022 is estimated to close with $33,909 in expenses less than budgeted. Proposed FY 2022-2023 operating expenses total $2,216,941. This is a $223,941 increase over FY 2021-2022 FY budget, primarily due to the addition of an evening security patrol, employee merit increases, 10% increase in landscaping and pest control contracts and increased in capital projects and maintenance expenses including trip hazard removal, gutter cleaning, annual inspection supplies, a roof preventive maintenance inspection, tree trimming, irrigation replacements and unforeseen maintenance events.

Attachment E Preston Park Standard Budget
This document contains a summary sheet supported by the detailed budget line items. The summary sheet combines the Revenue and Operating Expenses described in the Attachments above, and adds accounting for the debt service of $1,516,790, the City's distribution of $1,750,000 and the Replacement Reserve (capital project set-aside) of $890,664.

Attachment F Preston Park Capital Budget Projections
A five-year projection of capital projects. This sheet also provides accounting for the Capital Reserve. The beginning balance of the Capital Reserve set aside funds is $664,217. The capital expenditures for FY 2022-2023 equal $906,440 with the largest expenditure being a parking expansion project. Also included this year are additional heating unit replacement additional safety lighting throughout the community. Each year there is a $890,664 set-aside contribution (Replacement Reserve) in the budget. After the set-aside contribution and capital expenses the final

Capital Reserve set aside funds for FY 2022-2023 will equal $648,441.

Attachment G Preston Park Cash Allocations

This attachment is an accounting of all cash on hand and how it is allocated for the Preston Park bank accounts. Demonstrated are the actual bank balances for each of the three bank accounts that are maintained by Preston Park. The operating account is a checking account and used to pay ongoing operating expenses. The Security Deposit account is a trust account where security deposits are held. The final account is a savings account for the property's reserves. This account handles the reserves for capital expenses and reserves to debt retirement. Excess cash in the Operating account is annual swept into the debt retirement portion of the reserve account where they are dedicated towards buying down the debt. The reserve account is currently at $644,217 for capital expenses and $7,606,103 in debt retirement reserves. To fund the $1,383,440 in capital expenses this year, the

Capital Reserve receives an $890,644 contribution from the operating funds. This amount is based on a steady annual contribution that meets the long-term capital replacement needs within budgetary means. The ending balance for the capital reserves will be $171,441. The Loan Reserve is increasing to $7,606,103 which is well on target to reach $10 million by 2026. The table below demonstrates the account balances.

Preston Park Cash Balances, 6/30/22

Accounts	Actual Bank Balance	Proposed Beginning Budget Allocations (after Operating Sweep)	Estimated Year End Allocations	Estimated Beginning Allocation for 2023.24
Operating	$454,067	$200,000	$1,011,904	$200,000
Security Deposit	$568,686	$568,686	$568,686	$568,686
Bridgebank Reserve Total Balance	$8,016,253	$8,270,320	$8,270,320	$9,082,224
RESERVES ALLOCATIONS				
Capital Reserve				
Beginning Balance		*$664,217*	*$664,217*	$171,441
Revenues		*$890,664*	*$890,664*	*$890,664*
Expenditures		*$1,383,440*	*$1,383,440*	*$368,040*
Ending Balance		$171,441	$171,441	$694,065
Loan Reserves		$7,606,103	$7,606,103	$8,910,783
Total All Accounts	$9,039,006	$9,039,006	$9,850,910	$9,850,910

FISCAL IMPACT:

Should the City Council and Corporation Board elect to approve this request for the FY 2022-2023 Budget, the owner distribution as proposed will be $1,750,000. This owner distribution is does not need to pay the Preston Park's debt service as these expenses are paid form the property Budget.

CONCLUSION:
This request is submitted for City Council and PPSC-NPC Corporation Board consideration and possible action.

Respectfully submitted,

_____
Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2022-
RESOLUTION NO. 2022- (PPSC-NPC)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AND THE PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION APPROVING PRESTON PARK HOUSING AREA BUDGET FOR FY 2022-2023 AND AUTHORIZING FINANCE DIRECTOR TO MAKE APPROPRIATE ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, Alliance Residential Company ("Alliance"), now Greystar Real Estate Partners, as the management agent of Preston Park Sustainable Community Housing, has submitted a draft FY 2022-2023 budget; and

WHEREAS, City staff, Greystar staff, and the Tenant's Association representatives Paula Pelot and Denise Turley have met in preparation of this budget; and

WHEREAS, the staff of Greystar and the City of Marina have worked collectively on preparing a budget to be presented to the City Council and Board of Preston Park Sustainable Community Non-Profit Corporation; and

WHEREAS, Alliance submitted a budget letter describing highlights of the proposed Preston Park Housing Area FY 2022-2023 Budget and accompanied by updated proposed budgets; and

WHEREAS, the rental revenues are used to provide funds for debt service payments on the 2016 Preston Park property purchase; and

WHEREAS, in 2010, the City Council adopted a rent formula. The Council Policy has been further clarified for In Place, market-rate residents as follows: In Place, market-rate residents (residents who are not on a Below Market Rate program), rent may increase by the lesser of CPI-U for SF/OAK/SJ for February over February annually or 3% but no more than the average of the Monterey County Housing Authority Payment Standard and the HUD Fair Market Rent (FMR) documentation schedule, reduced by an average household amount for Water/Meter, Sewer and Garbage costs in the former Fort Ord community as an equivalent rent. If an individual's current equivalent rent exceeds the averaged FMR, then no increase will be assessed. If an individual's equivalent rent is less than the averaged FMR but exceeds it after the allowable increase is added, then the alternative increase will only be sufficient to meet the averaged FMR; and

WHEREAS, anticipated Owner revenues for Owner Distributions for FY 2022-2023 will be approximately $1,750,000. This funding is available for city staff support for Preston Park which includes assistance with the affordable housing program, developing a long-term capital improvement program, and help with developing ideas for potential development and expansion of the property; and

WHEREAS, City staff has reviewed the budget package for FY 2022-2023; and

WHEREAS, the City Council of Marina and the Board of the Preston Park Sustainable Community Non-Profit Corporation reviewed and considered the proposed budgets.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina and the
Corporation Board of the Preston Park Sustainable Community Non-Profit Corporation do hereby:

1. Approve the Preston Park Housing Area Budget for FY 2022-2023, and;
2. Authorize the Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED, by the City Council of the City of Marina and the Corporation Board of the Preston Park Sustainable Community Non-Profit Corporation at a regular meeting duly held on the 3rd day of August 2022, 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

GREYSTAR™

Preston/Abrams Park
682 Wahl Court
Marina, CA 93933
831-384-0119

July 28, 2022

Mr. Layne Long
City Manager
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Re: Preston Park FY 2022/2023 Proposed Budget

Dear Mr. Long,

It has been a pleasure to continue to work with residents and the City of Marina over the last year. With the combination of wonderful residents and effective staff, a number of positive changes have been seen at Preston Park:

1) **Building Maintenance:** Full property exterior paint and sealing of all building envelopes were completed. The gutters were cleaned and inspected throughout the property. A total of ten (10) HVAC systems were evaluated for proper performance as well. A planned preventative maintenance inspection of the roofs will be completed in June.
2) **Tree Trimming/Irrigation repairs:** The annual tree trimming, fire clearance and common area clearance projects will be completed by the end of June. Irrigation repairs were made routinely throughout the property as well. In addition, new plants will be installed throughout the property in June. Lastly, gopher abatement process is underway with a monthly service.
3) **Units of Long-Term Residents:** In a typical year, several long-term residents go through the process to refresh their flooring, paint and appliances. These services are extended to long-term residents upon notification or inspection indicating replacement is necessary based on age or condition.
4) **Green Initiatives:** In addition to the Marina Coast Water District's and other utility conservation programs, Greystar purchases and installs water or energy saving devices as replacement fixtures as needed. PG&E continues to work directly with income eligible residents to weatherize their homes at no cost to the resident or the community.

Greystar looks to continue to provide the residents at Preston Park a comfortable and quality living experience. Continued capital improvements throughout the community will allow this property to remain a desirable neighborhood for renters, as well as a continued source of affordable housing for the general populace of Marina.

Revenues

The primary source of revenue is rents, Section 8 voucher payments from the Housing Authority of the County of Monterey, and associated charges to residents such as late fees.

At a regular meeting on the 2nd of June, 2010, the City Council of the City of Marina adopted a rent formula stating that the annual increase in market rents for in-place residents shall be capped at the lesser of three percent (3%) or the Department of Labor's Consumer Price Index for San Francisco-Oakland-San Jose, All Items, for All Urban Consumers (referred to as CPI-U) Average percentage for the previous year (February to February) to be applied to the next fiscal year, provided that the increased rent for in-place tenants does not exceed the market rent charged to move-in residents.

Proposed Budget – Targeted Rental Increase applies the allowable 3% Rental Increase to in-place residents who are currently under the Fair Market Rental Rate as computed by averaging rates from the Monterey County Housing Authority and the HUD Fair Market Rent schedule and is adjusted for a determined amount for the Water, Sewer and Garbage that residents pay directly to the provider for those services. A reduced Rental Increase amount proportionate to their current rent would be applied to households that may not qualify for the standard Rental Increase.

Current Market Rent Conditions

The market rent for new move-ins is calculated by comparable market rent levels in the competitive market throughout the year. As shown in **Attachment A**, the proposed Budget results in an increase in Total Income of $152,892.36. Per the approved rent formula in 2010, the market rents for new move-ins are fluid throughout the year and change according to market conditions. Currently, market rents for incoming residents are as follows:

Unit Size	**Current Rent Range for Incoming Market Rate Residents**
Two Bedroom	$1,957 - $2,086
Upgraded/Remodeled – Two BR	$2,060 - $2,652*
Three Bedroom	$2,541 - $2,568
Upgraded/Remodeled – Three BR	$2,782 - $2,836*

* Note: Nineteen 2-Bedroom homes and five 3-Bedroom home have additional features that warrant higher than average rental rates.

The Averaged HUD Fair Market Rents (FMR) and the Monterey County Housing Authority Peninsula Payment Standard for January 1, 2021 are as follows:

Unit Bedroom Size	**Averaged HUD Fair Market & HA Peninsula Payment Standard Rent**	**Utility Allowance**	**Adjusted Rental Amount**
Two Bedroom	$2,056.00	$157.02	$1,898.98
Three Bedroom	$2,920.50	$157.02	$2,763.48

A number of in-place market renters in Preston Park homes are leasing below the Averaged HUD FMR and the MCHA Peninsula Payment Standard. The Averaged HUD FMR and HA Peninsula Payment Standard above include allowance for Utilities, which are currently paid directly by Preston Park residents in addition to their monthly rental amount. The two-bedroom average in-place market rent at Preston Park is $1,674 (effectively $1,831), while the average three-bedroom units at Preston Park rent at $2,147 (effectively $2,304).

Affordable Rents

Affordable rental rates are derived from median income schedules published by governmental agencies. Rental rates at Preston Park are based upon 50% and 60% and 80% of the median income for Monterey County. The U.S. Department of Housing and Urban Development calculates the maximum household income by family size in Monterey County, generally once a year. As of the date of this memo, the rental rates are based upon families at 50% and 60% and 80% of the Monterey County median income for 2022. A rental increase is proposed per calculations using published information from the County of Monterey and Housing Authority**.**

Maximum Household Income Limits for 2022 as published in April 2022 in the State Income Limits for 2022 Memorandum.

Income Category	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person	Nine Person
50%Very Low	$45,500	$51,200	$56,850	$61,400	$65,950	$70,500	$75,050	$79,590
60% Low/Lower	$54,600	$61,440	$68,220	$73,680	$79,140	$90,060	$90,060	$95,512
80% Low	$72,800	$81,900	$91,000	$98,300	$105,600	$112,850	$120,150	$127,400

Income

FY 22/23 budget assumes $7,419,749 in Total Income vs. FY 21/22 forecast of $7,291,083 resulting in a $128,666 positive variance.

Expenses

Expenses as outlined include Controllable Operating Expense projections and variances from the FY 22/23 budget. Operating expenses typically include expenditures for routine maintenance of the property, redecorating expenses as they apply to unit turns, and expenditures relating to the daily operations of the Leasing Office. Overall, total operating expenses proposed for FY 22/23 are 12.4% higher than the estimated actual expenses for FY 21/22 ($219,312). Greystar seeks to maximize cost savings, e.g. lower utilities expenses through installation of water/energy saving devices, while contending with cost increases.

Owner Distributions

The proposed budget reflects an Owner Distributions of $1,750,000.

Capital Expenses

Expenses categorized as Capital Expenses directly impact the long-term value of the community, including roof replacements, exterior painting, large-scale landscaping improvements, and interior upgrades including appliances and carpeting/vinyl. Note that amounts labeled for interior upgrades in future budget years are placeholders and are anticipated to change based on Annual Inspection findings.

Recommended capital projects include:

1) Parking Expansion/Additions to include design, cul-de-sac additions, parking area next to Community Center - $450,000
2) Lighting Additions $85,000

Capital Reserves Fund

Adoption of the proposed budget will result in a maximum contribution of $2,516 per unit during this fiscal year. Please note the replacement reserve only conceptualizes typical replacements. It does not contemplate or allow for unknown expenses which are typical, particularly as a building continues to age.

In reviewing the physical needs of the property, and in conjunction with recommendations from the City of Marina Building Department, Greystar recommends the maximum reserve withholding per unit per year going forward. This withholding would ensure that the asset holds adequate reserves to perform necessary replacements and repairs to protect the useful life of the buildings **(Attachment F)**.

We will continue to look for new ways to improve our services over the coming year and remain committed to meeting the objectives set by the City of Marina.

Please feel free to contact me at (831) 384-0119 should you have additional questions or concerns.

Regards,

Victor Vo-Khuong
Community Manager

Cc: Sumer Perkins, Director of Real Estate

Attachments:

- A. FY 2022/23 Budget Revenue Summary
- C. BMR Rent Calculation Documentation
- D. FY 2021/22 Budget Highlights of Operating Expenses
- F. Capital Improvement Plan/Reserve Withholding

Preston Park Budget Memo Attachment A - Revenue Summary

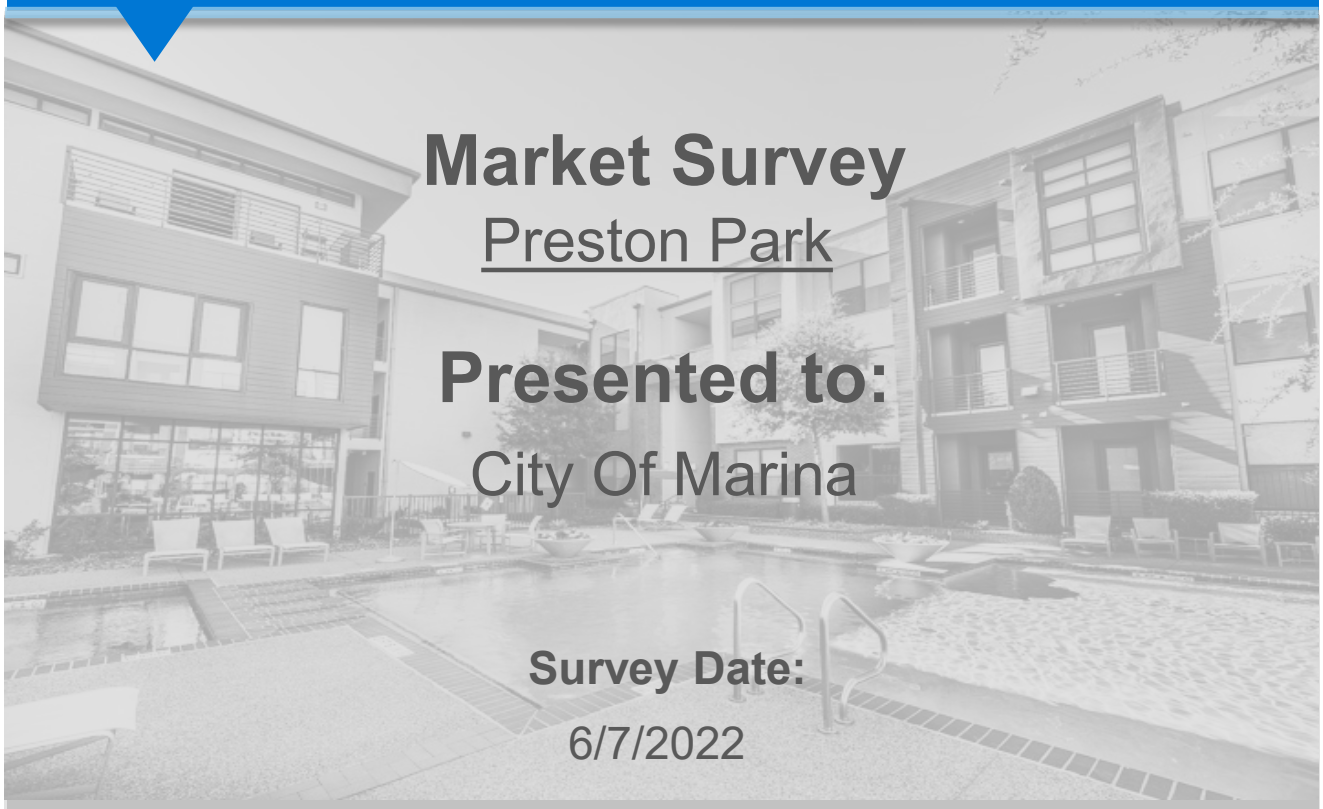
2022/2023 Budget

Revenue	Approved Budget FY 2021/2022	Estimated Actuals FY 2021/2022	Proposed FY 2022/2023		Variance of Approved Budget From 2021/2022 Estimated Actuals	%	Comments		Variance of Proposed Budget from FY 2021/2022 Estimated Actuals	%	Comments		2021/2022 Proposed Budget vs. 2022/2023 Approved Budget	%
GROSS MARKET POTENTIAL	$7,357,236	$7,324,727	$7,529,720	D	($32,509)	-0.4%	Decrease in Estimated Actual versus Approved Budget due to assuming increase in market rent in January 2022 that did not occur.	I	$204,993	2.8%	Increase in Proposed Budget to Estimated Actual due to proposed budget assuming Market Rent increase upon turnover and renwal at 1-3%.	I	$172,484	2.3%
TOTAL RENTAL INCOME (Gross Potential Rent minus vacancy, non-rev units, bad debt)	$7,158,093	$7,188,881	$7,346,433	I	$30,788	0.4%	Increase in Estimated Actual to Approved Budget due to 99% occupancy achieved versus budget of 98%.	I	$157,552	2.2%	Increase in Proposed Budget to Estimated Actual due to proposed budget assuming above increase in Market Rent offset by assumption of 98% vacancy at higher market rate versus forecast of 99% at current market rates; assumes increase in bad debt write-offs.	I	$188,340	2.6%
TOTAL OTHER INCOME	$53,620	$102,202	$73,316	I	$48,581	90.6%	Increase in Estimated Actual to Approved Budget due to increase in damages recovery upon move-out, late fees, interest income, and one-time reimbursement for overpayment of utility at $29k in Jan 2022.	D	($28,886)	-28.3%	Decrease in Proposed Budget to Estimated Actual due to prior year one-time reimbursement for overpayment of utility at $29k in Jan 2022.	I	$19,696	36.7%
TOTAL INCOME (Total Rental Income plus Total Other Income.	**$7,211,713**	**$7,291,083**	**$7,419,749**	**I**	**$79,370**	1.1%	**Increase in Estimated Actual to Approved Budget due to achieving high occupany, increase in Other Income.**	**I**	**$128,666**	1.8%	**Increase due to achieving Market Rents upon turnover and projected in place target rental increases of 1-3%.**	**I**	**$208,036**	**2.9%**
NET OPERATING INCOME	**$5,461,193**	**$5,536,794**	**$5,446,148**	**I**	**$75,601**	1.4%	**Increase in Estimated Actual to Approved Budget due to Total Income detailed above.2.**	**D**	**($90,646)**	-1.6%	**Decrease due to Operating Expenses detailed on Attachment D, offset by Market Rents upon turnover and projected in place target rental increases of 1-3%.**	**D**	**($15,045)**	**-0.3%**

I -- DESIGNATES INCREASE

D -- DESIGNATES DECREASE

GREYSTAR™



Market Survey

Preston Park

Presented to:

City Of Marina

Survey Date:

6/7/2022

Properties Included in Survey:

Preston Park
Shadow Market
Marina Square Apartments
Abrams Park
Sunbay Suites
Marina Del Sol
Shoreline Apartments
7
8
9
10

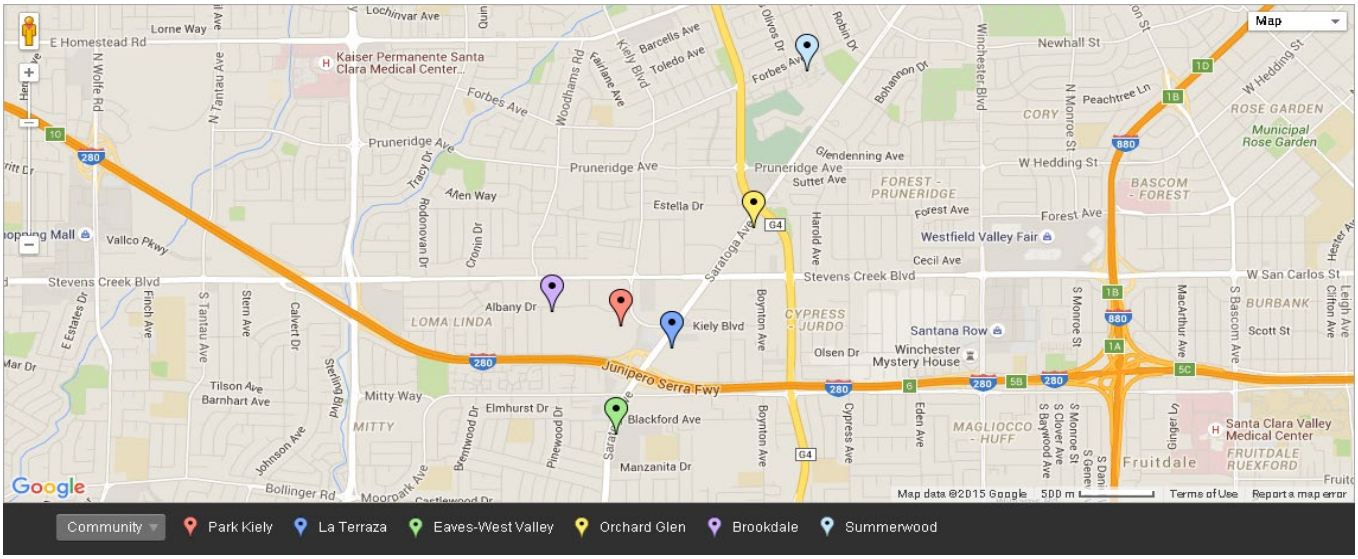
V2.2

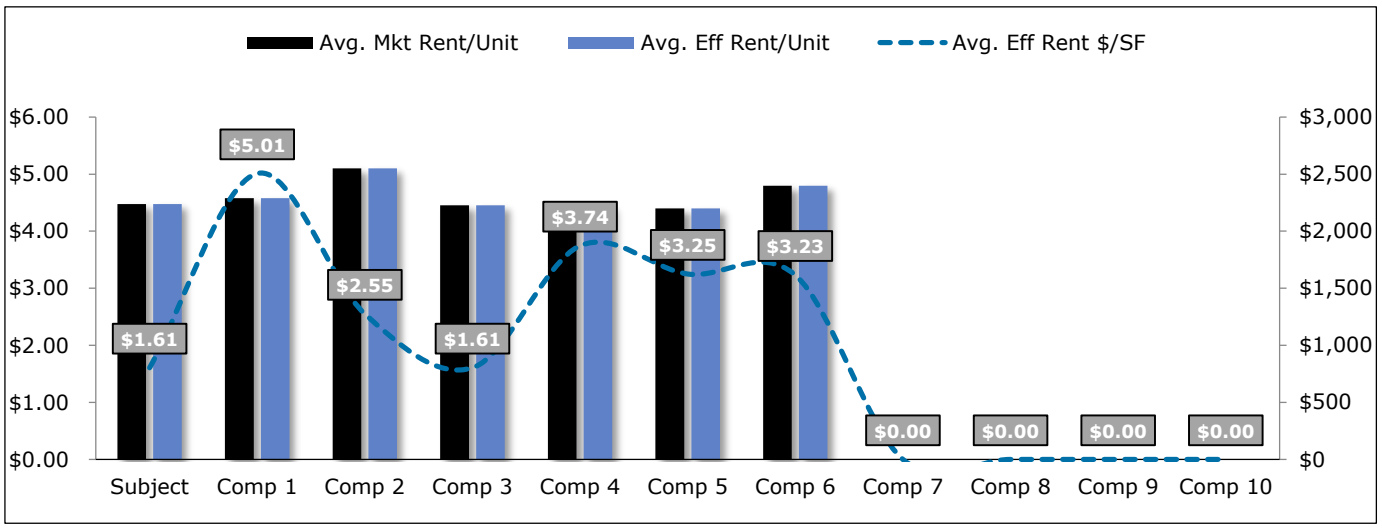
GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

	Property Name	Year Built	# of units	% Occupied	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Preston Park**	**1987**	**354**	**99%**	**1393**	**$2,237**	**$1.61**	**$2,237**	**$1.61**
Comp 1	Shadow Market	1973	16	100%	457	$2,289	$5.01	$2,289	$5.01
Comp 2	Marina Square Apartments	1978	48	100%	1000	$2,550	$2.55	$2,550	$2.55
Comp 3	Abrams Park	1978	194	99%	1386	$2,227	$1.61	$2,227	$1.61
Comp 4	Sunbay Suites	1989	266	90%	593	$2,221	$3.74	$2,221	$3.74
Comp 5	Marina Del Sol	1977	108	100%	677	$2,200	$3.25	$2,200	$3.25
Comp 6	Shoreline Apartments	1973	84	98%	742	$2,397	$3.23	$2,397	$3.23
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***1070***	***98%***	***1038***	***$2,255***	***$2.52***	***$2,255***	***$2.52***
Total/Avg. (Market less Subject)			***716***	***98%***	***862***	***$2,264***	***$2.98***	***$2,264***	***$2.98***

Marina I 0





ATTACHMENT B

GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Property	Preston Park	Shadow Market	Marina Square Apartments	Abrams Park	Sunbay Suites	Marina Del Sol	Shoreline Apartments	7	8	9	10
	Subject	1	2	3	4	5	6	7	8	9	10
PROPERTY INFORMATION											
Owner	City Of Marina	Variable	Greystar	City of Marina	Sunbay Resort Associates	Pioneer Properties	N/A				
Management Company	Greystar	variable	Greystar	Greystar	Sunbay Suites	Pioneer Properties	Greystar				
Total Number of Units	354	16	48	194	266	108	84				
Location (City)	Marina	Marina	Marina	Marina	Seaside	Marina	Marina				
Class	0	A	A	A	A	A	A				
Product Type	Townhome	Townhome	Townhome	Townhome	Townhome	Townhome	Townhome				
Year Built	1987	1973	1978	1978	1989	1977	1973				
DEPOSITS AND FEES											
Application Fee	$45	$0	$35	$45	$50	$35	$42	$0	$0	$0	$0
Deposit (Ref | Non-Ref)	rent I 1.5 rent	$0 I $0	$1 I $2400	$0 I $250	$250 I $250	$1000 I $0	$500 I $0	$0 I $0	$0 I $0	$0 I $0	$0 I $0
Admin or Redec Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pet Deposit | Pet Fee	no pets I $0	$0 I $0	$0 I $0	$250 I $0	$0 I $0	$500 I $0	$350 I $0	$0 I $0	$0 I $0	$0 I $0	$0 I $0
Pet Rent	no pets	$0	$0	$25	$0	$0	$0	$0	$0	$0	$0
UTILITIES											
Electric	Metered	N/A	Metered	Metered	Metered	Metered	Metered	N/A	N/A	N/A	N/A
Gas	Metered	N/A	Metered	Metered	Metered	Metered	Metered	N/A	N/A	N/A	N/A
Water & Sewer	Metered	N/A	Metered	Metered	Metered	Metered	Metered	N/A	N/A	N/A	N/A
Trash | Valet Trash	$0 I $0	$0 I $0	N/A I N/A	N/A I N/A	N/A I N/A	N/A I N/A	N/A I N/A	$0 I $0	$0 I $0	$0 I $0	$0 I $0
Pest Control	weekly	N/A	N/A	Weekly	weekly	Not billed back	N/A	N/A	N/A	N/A	N/A
Cable | Internet	na I na	$0 I $0	N/A I N/A	N/A I N/A	N/A I N/A	N/A I N/A	N/A I N/A	$0 I $0	$0 I $0	$0 I $0	$0 I $0
PARKING AND STORAGE	**(# I $)**										
Covered Parking	I $0	I $0	I $0	I $0	1 I $0	1 I $0	1 I $0				
Garages (Attached)	1 I $0	I $0	I $0	1 I $0	I $0	I $0	I $0				
Garages (Detached)	I $0	I $0	1 I $0	I $0	I $0	I $0	I $0				
Other Parking	1 I $0	I $0	I $0	I $0	1 I $0	1 I $0	1 I $0				
Storage Rent	I $0	I $0	1 I $0	I $0	1 I $0	1 I $0	1 I $0				
Surface Parking	I $0	I $0	I $0	I $0	I $0	I $0	I $0				
COMMUNITY AMENITIES											
Basketball Court											
Billiards Room											
Business Center											
Car Wash											
Coffee Bar/Internet Cafe											
Conference Room											
Dog Park											
Exterior Breezeways											
Fitness Center											
Jacuzzi/Spa											
Jogging/Walking Trails											
Laundry											
Media Room (Theatre)											
On-Site Retail or Restaurants											
Outdoor Fireplace											
Outdoor Kitchen											
Playground/Tot Lot											
Pool(s)											
Recycle Bins											
Roof Deck											
Tanning Bed											
Tennis Courts											
WiFi											
CONVENIENCE											
Concierge											
Dry Cleaner Drop Off											
Elevator(s)											
Maid Service											
Trash Chutes											
Valet Parking											
SECURITY											
Access Gates											
Audible/Monitored Alarms											
Controlled Building Access											
Guard House											
Patrol Service											
Security Cameras											
Security Officer											
Telegate											
APARTMENT FEATURES											
Accent Wall											
Built-In Desk											
Ceiling Fan(s)											
Ceilings - 9' or Greater											
Crown Molding											
Fireplace											
Flooring - Carpet											
Flooring - Ceramic Tile											
Flooring - Wood/Faux Wood											
French Doors											
Garden Tub(s)											
Outside /Extra Storage											
Private Patio/Balcony											
Recessed Lighting											
Separate Dining Room											
Sunroom /Solarium											
Utility Room											
Walk-in Closet(s)											
Washer Dryer Connection											
Washer Dryer Included											

GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Property	Preston Park	Shadow Market	Marina Square Apartments	Abrams Park	Sunbay Suites	Marina Del Sol	Shoreline Apartments	7	8	9	10
KITCHEN											
Appliances - Black											
Appliances - Stainless/SS Look											
Appliances - White											
Countertops - Granite/Marble											
Dishwasher											
Disposal											
Kitchen Island											
Pantry											

Greystar Proprietary and Confidential Information – Not for distribution or use without prior written authorization.

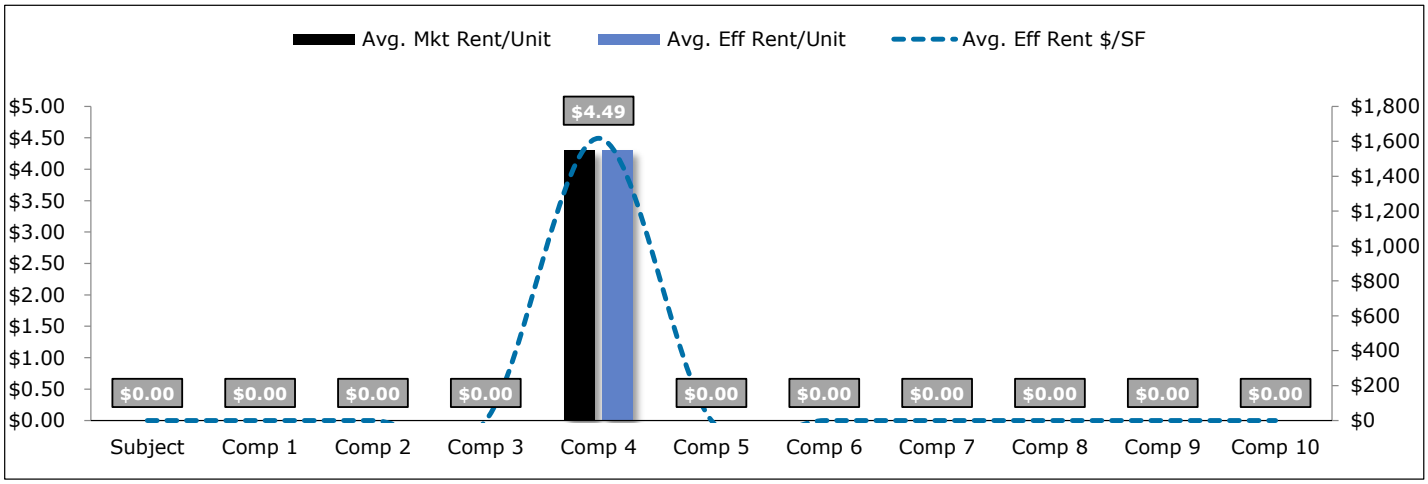
GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Standard Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Preston Park**	**1987**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Abrams Park	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 4	Sunbay Suites	1989	32	12%	345	$1,550	$4.49	$1,550	$4.49
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***32***	***12%***	***345***	***$1,550***	***$4.49***	***$1,550***	***$4.49***
Total/Avg. (Market less Subject)			***32***	***12%***	***345***	***$1,550***	***$4.49***	***$1,550***	***$4.49***

Studio Analysis | Standard



Renovated Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Preston Park**	**1987**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Abrams Park	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***0***	***0%***	***0***	***$0***	***$0.00***	***$0***	***$0.00***
Total/Avg. (Market less Subject)			***0***	***0%***	***0***	***$0***	***$0.00***	***$0***	***$0.00***

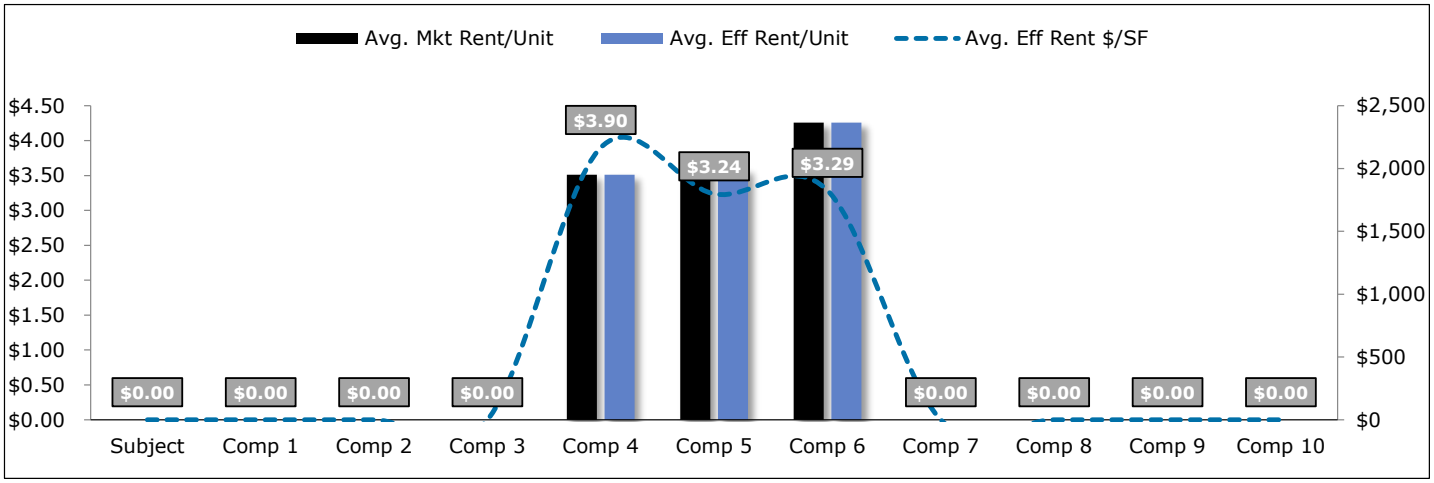
GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Standard Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Preston Park**	**1987**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Abrams Park	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 4	Sunbay Suites	1989	64	24%	500	$1,950	$3.90	$1,950	$3.90
Comp 5	Marina Del Sol	1977	54	50%	618	$2,000	$3.24	$2,000	$3.24
Comp 6	Shoreline Apartments	1973	72	86%	720	$2,366	$3.29	$2,366	$3.29
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***190***	***53%***	***617***	***$2,122***	***$3.48***	***$2,122***	***$3.48***
Total/Avg. (Market less Subject)			***190***	***53%***	***617***	***$2,122***	***$3.48***	***$2,122***	***$3.48***

One Bedroom Analysis | Standard



Renovated Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Preston Park**	**1987**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Abrams Park	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***0***	***0%***	***0***	***$0***	***$0.00***	***$0***	***$0.00***
Total/Avg. (Market less Subject)			***0***	***0%***	***0***	***$0***	***$0.00***	***$0***	***$0.00***

Greystar Proprietary and Confidential Information – Not for distribution or use without prior written authorization.

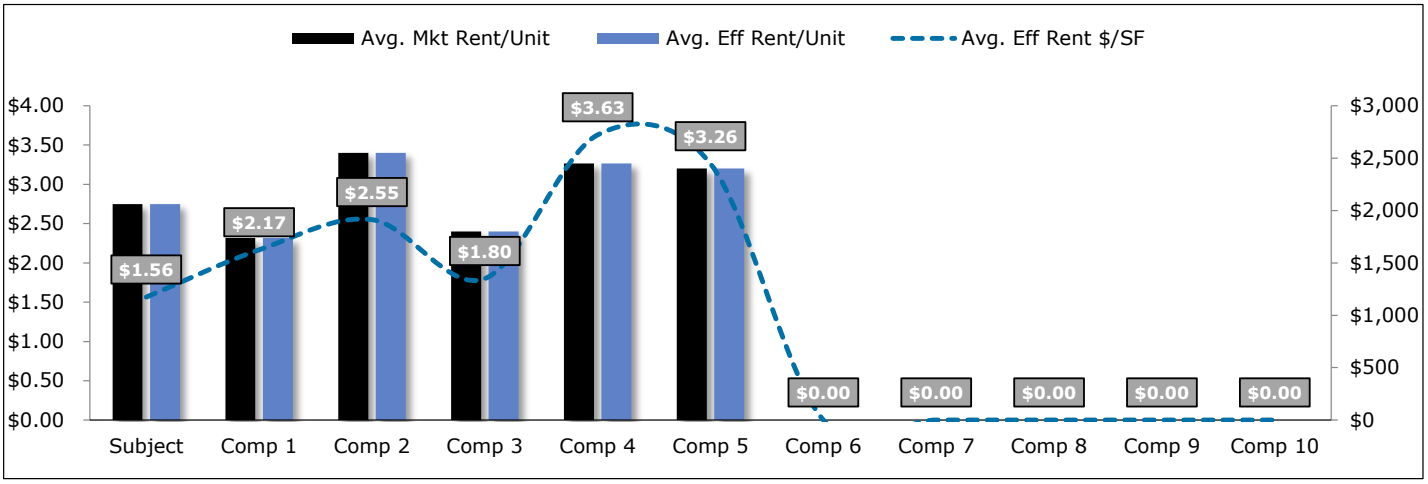
GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Standard Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Preston Park**	**1987**	**122**	**34%**	**1317**	**$2,060**	**$1.56**	**$2,060**	**$1.56**
Comp 1	Shadow Market	1973	9	56%	807	$1,737	$2.17	$1,737	$2.17
Comp 2	Marina Square Apartments	1978	48	100%	1000	$2,550	$2.55	$2,550	$2.55
Comp 3	Abrams Park	1978	92	47%	1000	$1,800	$1.80	$1,800	$1.80
Comp 4	Sunbay Suites	1989	170	64%	675	$2,450	$3.63	$2,450	$3.63
Comp 5	Marina Del Sol	1977	54	50%	736	$2,400	$3.26	$2,400	$3.26
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***495***	***59%***	***934***	***$2,224***	***$2.61***	***$2,224***	***$2.61***
Total/Avg. (Market less Subject)			***373***	***64%***	***809***	***$2,278***	***$2.95***	***$2,278***	***$2.95***

Two Bedroom Analysis | Standard



Renovated Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Preston Park**	**1987**	**15**	**4%**	**1290**	**$2,342**	**$1.82**	**$2,342**	**$1.82**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Abrams Park	1978	4	2%	1000	$1,950	$1.95	$1,950	$1.95
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	12	14%	875	$2,583	$2.95	$2,583	$2.95
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***31***	***7%***	***1092***	***$2,385***	***$2.27***	***$2,385***	***$2.27***
Total/Avg. (Market less Subject)			***16***	***8%***	***906***	***$2,425***	***$2.70***	***$2,425***	***$2.70***

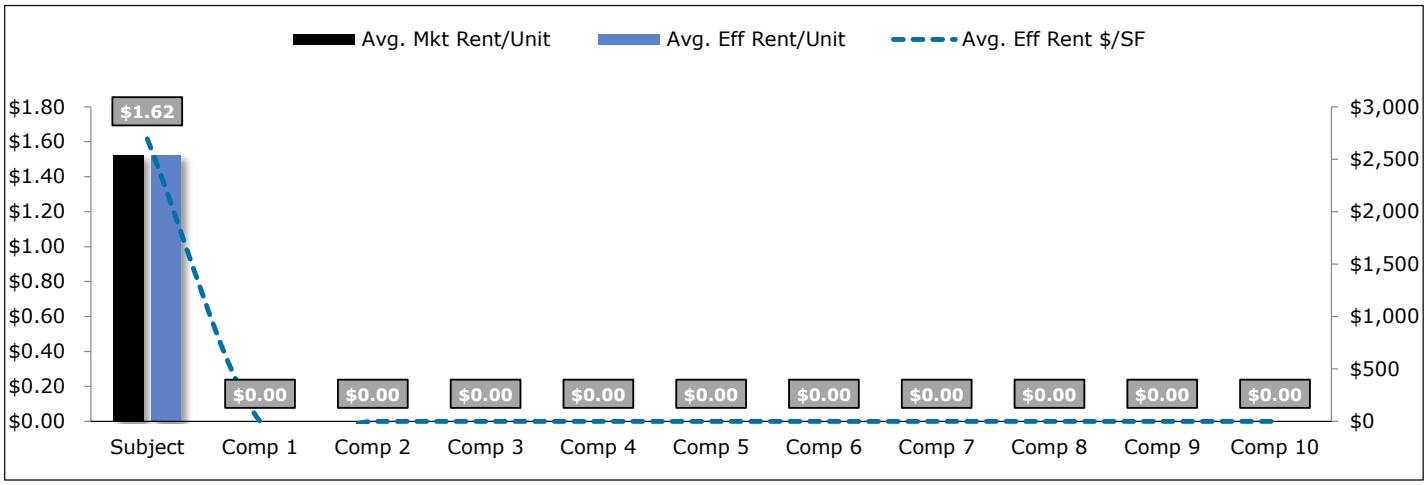
GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Standard Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Preston Park**	**1987**	**120**	**34%**	**1572**	**$2,541**	**$1.62**	**$2,541**	**$1.62**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Abrams Park	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***120***	***34%***	***1572***	***$2,541***	***$1.62***	***$2,541***	***$1.62***
Total/Avg. (Market less Subject)			***0***	***0%***	***0***	***$0***	***$0.00***	***$0***	***$0.00***

Three Bedroom Analysis | Standard



Renovated Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Preston Park**	**1987**	**5**	**1%**	**1572**	**$2,836**	**$1.80**	**$2,836**	**$1.80**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Abrams Park	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***5***	***1%***	***1572***	***$2,836***	***$1.80***	***$2,836***	***$1.80***
Total/Avg. (Market less Subject)			***0***	***0%***	***0***	***$0***	***$0.00***	***$0***	***$0.00***

Greystar Proprietary and Confidential Information – Not for distribution or use without prior written authorization.

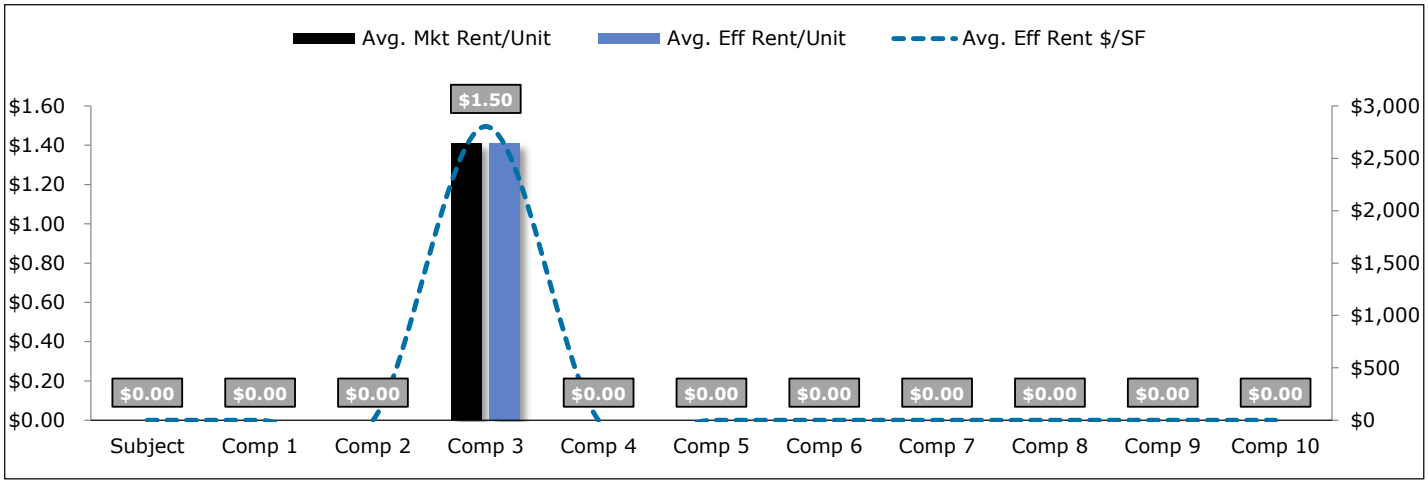
GREYSTAR™

GREYSTAR: THE GLOBAL LEADER IN RENTAL HOUSING™

Standard Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Preston Park**	**1987**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Abrams Park	1978	88	45%	1765	$2,639	$1.50	$2,639	$1.50
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***88***	***45%***	***1765***	***$2,639***	***$1.50***	***$2,639***	***$1.50***
Total/Avg. (Market less Subject)			***88***	***45%***	***1765***	***$2,639***	***$1.50***	***$2,639***	***$1.50***

Four Bedroom Analysis | Standard



Renovated Unit Types

	Property Name	Year Built	# of units	% of Property	Avg. Unit Size (SF)	Avg. Mkt Rent/Unit	Avg. Mkt Rent $/SF	Avg. Eff Rent/Unit	Avg. Eff Rent $/SF
Subject	**Preston Park**	**1987**	**0**	**0%**	**0**	**$0**	**$0.00**	**$0**	**$0.00**
Comp 1	Shadow Market	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 2	Marina Square Apartments	1978	0	0%	0	$0	$0.00	$0	$0.00
Comp 3	Abrams Park	1978	10	5%	1760	$2,644	$1.50	$2,644	$1.50
Comp 4	Sunbay Suites	1989	0	0%	0	$0	$0.00	$0	$0.00
Comp 5	Marina Del Sol	1977	0	0%	0	$0	$0.00	$0	$0.00
Comp 6	Shoreline Apartments	1973	0	0%	0	$0	$0.00	$0	$0.00
Comp 7	7	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 8	8	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 9	9	0	0	0%	0	$0	$0.00	$0	$0.00
Comp 10	10	0	0	0%	0	$0	$0.00	$0	$0.00
Total/Avg (Market)			***10***	***5%***	***1760***	***$2,644***	***$1.50***	***$2,644***	***$1.50***
Total/Avg. (Market less Subject)			***10***	***5%***	***1760***	***$2,644***	***$1.50***	***$2,644***	***$1.50***

Calculation of Affordable Units FY 22/23 Rent Levels

Used for 2BD

Used for 3 BD (4.5 Persons)

Used for 4 BD

(A) **MAXIMUM HOUSEHOLD INCOME LIMITS (ANNUAL)**

HUD AMI Level	Number of Persons								
	1	2	3	4	5	6	7	8	9*
Very Low (50% AMI)	$ 35,600	$ 40,700	$ 45,800	**$ 50,850**	$ 54,950	$ 59,000	$ 63,100	$ 67,150	$ 71,190
Low/Lower (60% AMI)	$42,720	$48,840	$54,960	**$61,020**	$65,940	$70,800	$75,720	$80,580	$85,432
Low (80%) AMI	$56,950	$65,100	$73,250	**$81,350**	$87,900	$94,400	$100,900	$107,400	$113,890

Source:HUD Median Income for Monterey County 2019 at https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn

**** 9-Person Income Limits are calculated as 140% of the 4 -person limits with rounding as per HUD Guidelines***

(B) **MAXIMUM MONTHLY HOUSING COST (Rent + Utility Allowance)**

HUD Area Median Income (AMI) Level	Number of Bedrooms 2BD[1]	4BD[2]	3BD[3]
Very Low (50% AMI)	$ 1,091	$ 1,406	$1,260
Low/Lower (60%) AMI	$ 1,310	$ 1,688	$1,512
Low (80%) AMI	$ 1,744	$ 2,248	$2,015

Notes:

[1] *Calculated as 2BD AMI @ 50%, 60% and 80% for 3 persons x 30% and then divided by 12 months*

[2] *Calculated as 4BD AMI @ 50%, 60% and 80% for 6 persons x 30% and then divided by 12 months*

[3] *Calculated as 3BD AMI @ 50%, 60% and 80% for 4.5 persons x 30% and then divided by 12 months* ***(Preston Park Only)***

(C) **AFFORDABLE UNITS RENT CALCULATION USING 50%/60%/80% BRACKET LESS HAMC (HCV Program) UTILITIES ALLOWANCE[5,6]**

	2BD		3BD (Preston Only)		4BD	
	21/22	20/21	21/22	20/21	21/22	20/21
Very Low (50% AMI)	$ 1,091	$ 1,091	$1,260	$ 1,260	$ 1,406	$ 1,406
Less Utilities	$ (202)	$ (202)	$ (264)	$ (264)	$ (328)	$ (328)
Monthly Rent Net of Utilities	***$ 889***	***$ 889***	***$996***	***$ 996***	***$ 1,078***	***$ 1,078***
Low/Lower (60% AMI)	$ 1,310	$ 1,310	$1,512	$ 1,512	$ 1,688	$ 1,688
Less Utilities	$ (202)	$ (202)	$ (264)	$ (264)	$ (328)	$ (328)
Monthly Rent Net of Utilities	***$ 1,108***	***$ 1,108***	***$1,248***	***$ 1,248***	***$ 1,360***	***$ 1,360***
Low/Lower (80% AMI)	$ 1,744	$ 1,744	$2,015	$ 2,015	$ 2,248	$ 2,248
Less Utilities	$ (202)	$ (202)	$ (264)	$ (264)	$ (328)	$ (328)
Monthly Rent Net of Utilities	***$ 1,542***	***$ 1,542***	***$1,751***	***$ 1,751***	***$ 1,920***	***$ 1,920***

[5] *Source for Utilities Deduction in the HAMC HVC Program Utilities Allowances for Apts & Townhouses 22-23*

[6] Utilities (UTA-Apts/Townhouses Allowances) used for calc are "HEATING (Natural Gas)", "COOKING (Natural Gas)", "OTHER ELECTRIC", WATER HEATING (Natural Gas), WATER , SEWER, and "TRASH COLLECTION"

Preston Park Budget Memo Attachment D - Highlights of Operating Expenses

Operating Expenses	Approved Budget FY 2021/2022	Estimated Actuals FY 2021/2022	Proposed FY 2022/2023		Variance of Approved Budget From 2021/2022 Estimated Actuals	%	Comments		Variance of Proposed Budget from FY 2021/2022 Estimated Actuals	%	Comments		2022/2023 Proposed Budget vs. 2021/2022 Approved Budget	%
PAYROLL	$618,841	$584,932	$640,610	D	$33,909	5.5%	Decrease in Estimated Budget over Approved Budget due to open positons during FY.	I	($55,678)	-9.5%	Increase in Proposed Budget over Estimated Budget due to open positions in 2021/2022 FY; assumes annual merit increase of 3% and increase in tax and benefit costs.	I	($21,769)	-3.5%
CONTRACT SERVICES	$76,148	$82,100	$109,064	I	($5,951)	-7.8%	Increase in Estimated Budget over Approved Budget due to increase in pest control, fire/life/safety repairs/inspections, and COVID janitorial cleaning.	I	($26,964)	-32.8%	Increase in Proposed Budget over Estimated Budget due to addition of nightly courtesy patrol in new budget year, plus 10% increase in Pest Control and Landscape contracts.	I	($32,916)	-43.2%
UTILITIES	$128,427	$129,012	$141,636	I	($585)	-0.5%	Tracking from Estimated Budget over Approved Budget	I	($12,624)	-9.8%	2022/2023 budget based upon 2021/2022 actuals with an a 10% increase in rates.	I	($13,209)	-10.3%
REDECORATING	$195,500	$180,502	$179,400	D	$14,998	7.7%	Decrease in Estimated Budget over Approved Budget due to reduced turnover.	D	$1,102	0.6%	Tracking YOY, budget assumes slight increase in turnover YOY.	D	$16,100	8.2%
MAINTENANCE	$99,328	$110,931	$115,740	I	($11,603)	-11.7%	Increase in Estimated Budget over Approved Budget due to increased in cleaning supplies, plumbing and misc. repairs and supplies.	I	($4,809)	-4.3%	Increase in Proposed Budget over Estimated Budget due inflation.	I	($16,412)	-16.5%
MARKETING	$4,784	$3,945	$2,738	D	$839	17.5%	Tracking from Estimated Budget over Approved Budget	D	$1,207	30.6%	Tracking YOY with slight decrease.	D	$2,046	42.8%
ADMINISTRATIVE	$94,199	$98,527	$96,012	I	($4,328)	-4.6%	Increase in Estimated Budget over Approved Budget due to bank fees, eviction fees, and computer/software expense.	D	$2,514	2.6%	Decrease in Proposed Budget over Estimated Budget due to reducing costs in multiple GL's.	I	($1,813)	-1.9%
INSURANCE & TAXES	$353,001	$383,810	$502,908	I	($30,809)	-8.7%	Reflects higher rates than anticipated.	I	($119,098)	-31.0%	Increase due to anticipated tax increase and insurance premium.	I	($149,907)	-42.5%
NON-ROUTINE MAINTENANCE	$242,480	$155,194	$243,340	D	$87,286	36.0%		D	($88,146)	-56.8%	FY 22/23 budget includes trip hazard removal, gutter cleaning, annual inspection supplies, a roof preventive maintenance inspection, tree trimming, irrigation replacements and unforeseen maintenance events.	I	($860)	-0.4%
MANAGEMENT FEES	$180,293	$180,531	$185,494	I	($239)	-0.1%	Tracking from Estimated Budget over Approved Budget.	I	($4,962)	-2.7%	Increase due to increase in Total Income.	I	($5,201)	-2.9%
TOTAL OPERATING EXPENSES	**$1,993,000**	**$1,909,483**	**$2,216,941**	**D**	**$83,518**	4.2%	**Increase due to Capital savings.**	**I**	**($307,459)**	-16.1%	**Increase due to expense category increases detailed above.**	**I**	**($223,941)**	**-11.2%**

I -- DESIGNATES INCREASE
D -- DESIGNATES DECREASE

GREYSTAR FORESIGHT2020

caprepar (Preston Park)
Summary Report

	Reforecast Year		Budget Year		
	Reforecast	Original	Budget Year	Budget vs Reforecast	
INCOME					
Potential Rent	7,324,727	7,357,236	7,529,720	204,993	2.8%
Net Potential Rent	7,324,727	7,357,236	7,529,720	204,993	2.8%
Vacancy Loss	(62,918)	(127,124)	(106,352)	(43,434)	(69.0)%
Non Revenue Units	(78,139)	(65,069)	(70,935)	7,204	9.2%
Delinquent Rent	160	-	-	(160)	(100.0)%
Bad Debt	4,800	(6,950)	(6,000)	(10,800)	(225.0)%
Other Misc Rental Income	252	-	-	(252)	(100.0)%
Total Rental Income-Residential	**$ 7,188,881**	**$ 7,158,093**	**$ 7,346,433**	**$ 157,552**	**2.2%**
Other Income-Residential	102,202	53,620	73,316	(28,886)	(28.3)%
Total Income	**$ 7,291,083**	**$ 7,211,713**	**$ 7,419,749**	**$ 128,666**	**1.8%**
EXPENSES					
Payroll & Benefits	584,932	618,841	640,610	(55,678)	(9.5)%
Repairs & Maintenance	110,931	99,328	115,740	(4,809)	(4.3)%
Make-Ready / Redecorating	180,502	195,500	179,400	1,102	0.6%
Contract Services	82,100	76,148	109,064	(26,964)	(32.8)%
Advertising / Marketing / Promotions	3,945	4,784	2,738	1,207	30.6%
Office Expenses	37,942	47,968	46,357	(8,415)	(22.2)%
Other General & Administrative	60,584	46,231	49,655	10,930	18.0%
Utilities	129,012	128,427	141,636	(12,624)	(9.8)%
Controllable Expenses	**$ 1,189,948**	**$ 1,217,227**	**$ 1,285,200**	**$ (95,252)**	**(8.0)%**
Management Fees	180,531	180,293	185,494	(4,962)	(2.7)%
Taxes	148,734	146,572	223,020	(74,286)	(49.9)%
Insurance	235,076	206,429	279,888	(44,812)	(19.1)%
Non-Controllable Expenses	**$ 564,341**	**$ 533,294**	**$ 688,402**	**$ (124,060)**	**(22.0)%**
Total Operating Expenses	**$ 1,754,289**	**$ 1,750,520**	**$ 1,973,601**	**$ (219,312)**	**(12.5)%**
Total Operating / Non Recoverable Expenses	**$ 1,754,289**	**$ 1,750,520**	**$ 1,973,601**	**$ (219,312)**	**(12.5)%**
Net Operating Income	**$ 5,536,794**	**$ 5,461,193**	**$ 5,446,148**	**$ (90,646)**	**(1.6)%**
Routine Replacement Expense	155,194	156,890	243,340	(88,146)	(56.8)%
Capital / Renovation Expense	1,313,175	-	1,169,100	144,075	11.0%
NOI After Replacements	**$ 4,068,425**	**$ 5,304,303**	**$ 4,033,708**	**$ (34,718)**	**(0.9)%**
Debt Service	1,512,646	1,516,790	1,512,644	2	0.0%
Total Non-Operating Expense	**$ 1,512,646**	**$ 1,516,790**	**$ 1,512,644**	**$ 2**	**0.0%**
Net Income	**$ 2,555,780**	**$ 3,787,513**	**$ 2,521,064**	**$ (34,716)**	**(1.4)%**

	Attachment F						
CAPITAL EXPENDITURES - 2022/2023 Preston Park Budget							
PRESTON PARK - REVISED PHYSICAL NEEDS ASSESSMENT (5 Year Look Forward - Greystar Recommendation)					**Updated: 5/30/2022**		
Project	**Detail**	**Committed/Completed 2021-2022**	**2022 - 2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**
Projected Replacement Reserve Fund Balance		***$ 1,241,921***	***$ 664,217***	***$ 648,441***	***$ 721,065***	***$ 1,392,389***	***$ 2,068,713***
Projected Replacement Reserve Fund Contribution		***$ 890,664***	***$ 890,664***	***$ 890,664***	***$ 890,664***	***$ 890,664***	***$ 890,664***
Roof	Repair/*Replacement	$ 3,705					
Exterior Paint	*Full Paint	$ 1,183,683					
Exterior Unit Doors	Replacement						
Building Exterior	Dry rot Repairs, Trip Hazards	$ 89,492	$ 50,000				
Lighting	Replacement and Additions		$ 85,000				
Resident Business Center	FF&E						
Landscape/ Irrigation	*Replacement / Upgrades	$ 21,470	$ 40,000				
Parking Expansion	Additional Parking Spaces		$ 450,000	$ 450,000			
Playgrounds	Replacement/Upgrades						
Duct Cleaning	Cleaning/Repairing Heater vents			$ 145,000			
Mailbox Replacement	Replacement	$ 5,400					
New Office Computers	Replace existing old computers				$ 5,000		
Maintenance Vehicles	Needed for hauling etc…						
Seal Coat Streets	* Seal Coat Streets (estimated completion date in this FY: 5/15/2021)						
FF&E	Resident Business Center Refresh		$ 25,000				
Gutter Cleaning		$ 7,100	$ 10,000				
Tub Surrounds	Replacement	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500
Applicable Construction Management Expenses	Miscellaneous (see * items)	$ 71,021	$ 32,100	$ 8,700			
Microwaves	Replacement (assume 5 year life). Represents 4 units	$ 853	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Dishwasher	Replacement (assume 10 year life). Represents 24 units	$ 9,650	$ 8,400	$ 8,400	$ 8,400	$ 8,400	$ 8,400
Refrigerators	Replacement (assume 15 year life). Represents 24 units	$ 10,155	$ 15,600	$ 15,600	$ 15,600	$ 15,600	$ 15,600
Stove/Range hood	Replacement (assume 15 year life). Represents 24 units	$ 14,181	$ 13,440	$ 13,440	$ 13,440	$ 13,440	$ 13,440
Garbage Disposal	Replacement (assume 10 year life). Represents 12 units	$ 1,586	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200
Hot Water Heaters	Replacement (assume 15 year life). Represents 24 units	$ 11,684	$ 16,800	$ 16,800	$ 16,800	$ 16,800	$ 16,800
Carpet	Replacement (assume 10 year life). Represents 36 units.	$ 17,102	$ 80,400	$ 80,400	$ 80,400	$ 80,400	$ 80,400
Vinyl	Replacement (assume 10 year life). Represents 36 units.	$ 12,402	$ 45,000	$ 45,000	$ 45,000	$ 45,000	$ 45,000
HVAC Furnace	Replacement (assume 15 year life). Represents 4 units.	$ 6,385	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
Capital Expenses - uninflated (included as Capital Assets in the Standard Budget)		$ (1,468,368)	$ (906,440)	$ (818,040)	$ (219,340)	$ (214,340)	$ (214,340)
Ending Replacement Reserve Fund Balance - uninflated		***$ 664,217***	***$ 648,441***	***$ 721,065***	***$ 1,392,389***	***$ 2,068,713***	***$ 2,745,037***

Attachment G Preston Park Cash Allocations

Preston Park Cash Balances, 6/30/22

Accounts	Actual Bank Balance	Proposed Beginning Budget Allocations (after Operating Sweep)	Estimated Year End Allocations	Estimated Beginning Allocation for 2023.24
Operating	$454,067	$200,000	$1,011,904	$200,000
Security Deposit	$568,686	$568,686	$568,686	$568,686
Bridgebank Reserve Total Balance	$8,016,253	$8,270,320	$8,270,320	$9,082,224
RESERVES ALLOCATIONS				
Capital Reserve				
Beginning Balance		*$664,217*	*$664,217*	$171,441
Revenues		*$890,664*	*$890,664*	*$890,664*
Expenditures		*$906,440*	*$1,383,440*	*$368,040*
Ending Balance		$648,441	$171,441	$694,065
Loan Reserves		$7,606,103	$7,606,103	$8,910,783
Total All Accounts	$9,039,006	$9,039,006	$9,850,910	$9,850,910