



## **AGENDA**

**Tuesday, August 15, 2023**

**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**

**THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).**

Council Chambers  
211 Hillcrest Avenue  
Marina, California

**AND**

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

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

### **PARTICIPATION**

You may participate in the City Council meeting in person or 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.

The most effective method of communication with the City Council is by sending an email to [marina@cityofmarina.org](mailto:marina@cityofmarina.org). 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](http://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](http://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)**

**LAND ACKNOWLEDGEMENT**

The City recognizes that it was founded and is built upon the traditional homelands and villages first inhabited by the Indigenous Peoples of this region - the Esselen and their ancestors and allies - and honors these members of the community, both past and present.

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)  
  
Liesbeth Visscher, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair  
Cristina Medina Dirksen, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENTS ON CLOSED SESSION:
4. CLOSED SESSION:
  - a. Conference with Legal Counsel – Existing Litigation (§ 54956.9): Frank Lambert vs. City of Marina, Monterey County Superior Court Case No. 22CV000665
  - b. Property: Los Animas Concrete, 499 9<sup>th</sup> Street, Marina, CA  
Negotiating Party: Paul J. Bruno  
Negotiator(s): City Manager  
Terms: Price and Terms
  - c. Property: Tarmac Area, 3200 Imjin Road, Marina, CA  
Negotiating Party: Joby Aero Inc  
Negotiator(s): City Manager  
Terms: Price and Terms

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

5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
6. SPECIAL PRESENTATIONS:
  - a. Recreation Announcements
7. COUNCIL AND STAFF ANNOUNCEMENTS:

8. **PUBLIC COMMENT:** *Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. 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. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.*
  
9. **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 and non-controversial. 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 City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*
  
10. **CONSENT AGENDA:** *These items are considered to be routine and non-controversial. All items under the Consent Agenda may be approved by one motion. Prior to such a motion being made, any member of City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, Council may remove the item from the Consent Agenda and it will be placed at the end of Other Action Items.*
  - a. **ACCOUNTS PAYABLE:** *(Not a Project under CEQA per Article 20, Section 15378)*
    - (1) Accounts Payable Check Numbers 102789- 102954, totaling \$2,589,614.41.
  
  - b. **MINUTES:** *(Not a Project under CEQA per Article 20, Section 15378)*
    - (1) July 18, 2023, Regular City Council Meeting
    - (2) July 25, 2023, Special City Council Meeting
  
  - c. **CLAIMS AGAINST THE CITY:**
    - (1) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Michael Castillo, C/o Christopher Goodroe, Wilshire Law Firm for a claim received on August 2, 2023.
  
    - (2) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Juanita Lozano Castillo, C/o Christopher Goodroe, Wilshire Law Firm for a claim received on August 2, 2023.
  
    - (3) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Israel A. Castillo, C/o Christopher Goodroe, Wilshire Law Firm for a claim received on August 3, 2023.
  
  - d. **AWARD OF BID:** None

e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS:

- (1) Adopting Resolution No. 2023-, authorizing staff to submit a non-competitive grant application to the California Coastal Commission in the amount of \$500,000.00 to comprehensively update the City's 1982 Local Coastal Program (LCP).
- (2) Adopting Resolution No. 2023-, authorizing change in signatories on the Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) capital reserve account.
- (3) Adopting Resolution No. 2023- and resolution SA 2023-, authorizing change in authorized signatories on City General Checking, City Payroll Checking and Successor Agency Checking accounts with Chase JPMorgan.
- (4) Adopting Resolution No. 2023- and resolution SA 2023-, authorizing change in signatories to open investment accounts and conduct investment activities as outlined by the City's Investment Policy.
- (5) Authorizing staff to prepare a letter of support for Senate Bill 244 (Eggman), Right to Repair Act.

g. APPROVAL OF AGREEMENTS:

- (1) Adopting Resolution No. 2023-, approving Amendment No. 3 to the agreement for Engineering and Building Consulting Services between the City of Marina and CSG Consultants, Inc. of Foster City, California, extending the current contract to June 30, 2025.
- (2) Adopting Resolution No. 2023-, approving a Lease Agreement between the City of Marina and Desert Star Systems, LLC for 3261 Imjin Road (Building 518) at the Marina Municipal Airport.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:

- (1) Adopting Resolution No. 2023-, accepting the completion of the City of Marina Annual Street Resurfacing 2021 Phase 2 Project.

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) Receiving Investments Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-profit Corporation (PPSC-NPC) for the quarter ended June 30, 2023.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

m. APPROVE APPOINTMENTS: None

11. **PUBLIC HEARINGS:** *In the Council's discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*
  - a. Open a public hearing and consider introducing and reading by title only and waiving further reading Ordinance 2023-, adopting a Comprehensive Tobacco Retailer License; and consider introducing and reading the title only and waiving the further reading of Ordinance 2023-, establishing a Smoke Free Public Place.
12. **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. Members of the public may be given up to three (3) minutes to speak.*
13. **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. Members of the public may be given up to three (3) minutes to speak.*

***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. Adopting Resolution No. 2023-, approving a Lease Agreement between the City of Marina and New Cingular Wireless PCS, LLC for construction and operation of a telecommunications facility on city owned property at the northwest corner of California and 3rd avenue.
14. **COUNCIL & STAFF INFORMATIONAL REPORTS:**
  - a. Monterey County Mayor's Association [Mayor Bruce Delgado]
  - b. Council reports on meetings and conferences attended (Gov't Code Section 53232).
15. **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, August 11, 2023.

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**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.cityofmarina.org](http://www.cityofmarina.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.

**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](mailto:marina@cityofmarina.org). Requests must be made at least **48 hours** in advance of the meeting.

Upcoming 2023 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

**\*Wednesday, September 6, 2023**

Tuesday, September 19, 2023

Tuesday, October 3, 2023

Tuesday, October 17, 2023

Tuesday, November 7, 2023

Tuesday, November 21, 2023

Tuesday, December 5, 2023

Tuesday, December 19, 2023

**\* Regular Meeting rescheduled due to Monday Holiday**

**\*\* Regular Meeting rescheduled due to National Night Out**

### **C I T Y   H A L L   2 0 2 3   H O L I D A Y S** (City Hall Closed)

Labor Day ----- Monday, September 4, 2023

Veterans Day (City Offices Closed)----- Friday, November 10, 2023

Thanksgiving Day-----Thursday, November 23, 2023

Thanksgiving Break----- Friday, November 24, 2023

Winter Break----- Monday, December 25, 2023-Friday, December 29, 2023

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### **2023 COMMISSION DATES**

|                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Upcoming 2023 Meetings of Design Review Board</b><br/><b>3<sup>rd</sup> Wednesday of every month.</b> Meetings are held at the Council Chambers at 6:30 P.M.<br/>** = Change in location due to conflict with Council meeting</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

August 17, 2023

September 21, 2023

November 16, 2023

October 19, 2023

December 21, 2023

**Upcoming 2023 Meetings of Planning Commission**  
**2<sup>nd</sup> and 4<sup>th</sup> Thursday of every month.** Meetings are held at the Council Chambers at 6:30 P.M.

August 24, 2023  
September 14, 2023  
September 28, 2023

October 12, 2023  
October 26, 2023

November 9, 2023  
November 23, 2023  
(Cancelled)  
December 14, 2023

**Upcoming 2023 Meetings of Public Works Commission**  
**3<sup>rd</sup> Thursday of every month.** Meetings are held at the Council Chambers at 6:30 P.M.

August 17, 2023

September 21, 2023  
October 19, 2023

November 16, 2023  
December 21, 2023

**Upcoming 2023 Meetings of Recreation &  
Cultural Services Commission**  
**1<sup>st</sup> Wednesday of every quarter month.** Meetings are held at the Council Chambers at 6:30 P.M.

September 1, 2023

December 1, 2023

**Upcoming 2023 Meetings of Marina Tree Committee**  
**2<sup>nd</sup> Wednesday of every quarter month as needed.** Meetings are held at the Council Chambers at 6:30 P.M.

July 13, 2023

October 12, 2023



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                                | Invoice No.   | Invoice Description                             | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-----------------------------------------------------------------------|---------------|-------------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| <b>Fund 100 - General Fund</b>                                        |               |                                                 |                        |             |              |            |                      |               |              |                |
| Department <b>110 - City Council</b>                                  |               |                                                 |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                         |               |                                                 |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                   |               |                                                 |                        |             |              |            |                      |               |              |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>                     |               |                                                 |                        |             |              |            |                      |               |              |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority             | 230701-07     | EAP/Worker's Comp/Prop/Liab. Premium Allocation | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023           |               | 07/21/2023   | 598.00         |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals              |               |                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$598.00       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                            |               |                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$598.00       |
| Division <b>000 - Non-Div</b> Totals                                  |               |                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$598.00       |
| Department <b>110 - City Council</b> Totals                           |               |                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$598.00       |
| Department <b>120 - City Mgr/HR/Risk</b>                              |               |                                                 |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                         |               |                                                 |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                   |               |                                                 |                        |             |              |            |                      |               |              |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>                     |               |                                                 |                        |             |              |            |                      |               |              |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority             | 230701-07     | EAP/Worker's Comp/Prop/Liab. Premium Allocation | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023           |               | 07/21/2023   | 2,395.00       |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals              |               |                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$2,395.00     |
| Account <b>6300.570 - Prof Svc Other</b>                              |               |                                                 |                        |             |              |            |                      |               |              |                |
| 11811 - Chaplin and Hill Investigative Services LLC                   | C&HIS 23-08_1 | Chaplin and Hill Investigative Services LLC     | Paid by Check # 102798 |             | 07/03/2023   | 07/11/2023 | 06/30/2023           |               | 07/21/2023   | 3,839.00       |
| Account <b>6300.570 - Prof Svc Other</b> Totals                       |               |                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$3,839.00     |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b>        |               |                                                 |                        |             |              |            |                      |               |              |                |
| 11874 - Just Ergonomics Inc                                           | 33045         | Office Supplies                                 | Paid by Check # 102805 |             | 06/29/2023   | 07/11/2023 | 06/30/2023           |               | 07/21/2023   | 983.64         |
| 10732 - Office Depot-General Account                                  | 317991817001  | Office Depot                                    | Paid by Check # 102819 |             | 06/16/2023   | 07/11/2023 | 06/30/2023           |               | 07/21/2023   | 75.37          |
| 10732 - Office Depot-General Account                                  | 317991816001  | Office Depot                                    | Paid by Check # 102819 |             | 06/16/2023   | 07/11/2023 | 06/30/2023           |               | 07/21/2023   | 97.22          |
| 10732 - Office Depot-General Account                                  | 317991810001  | Office Depot                                    | Paid by Check # 102819 |             | 06/16/2023   | 07/11/2023 | 06/30/2023           |               | 07/21/2023   | 177.05         |
| 10732 - Office Depot-General Account                                  | 321673369-1   | Office Depot                                    | Paid by Check # 102819 |             | 07/20/2023   | 07/20/2023 | 07/20/2023           |               | 07/21/2023   | 61.93          |
| 10897 - TechRx Technology Services                                    | 11015         | Office Supplies                                 | Paid by EFT # 3514     |             | 07/01/2023   | 07/11/2023 | 07/11/2023           |               | 07/21/2023   | 825.50         |
| 10897 - TechRx Technology Services                                    | 11005         | Office Supplies                                 | Paid by EFT # 3514     |             | 06/01/2023   | 07/11/2023 | 06/30/2023           |               | 07/21/2023   | 1,098.63       |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b> Totals |               |                                                 |                        |             |              |            | Invoice Transactions | 7             |              | \$3,319.34     |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                            |               |                                                 |                        |             |              |            | Invoice Transactions | 9             |              | \$9,553.34     |
| Division <b>000 - Non-Div</b> Totals                                  |               |                                                 |                        |             |              |            | Invoice Transactions | 9             |              | \$9,553.34     |
| Department <b>120 - City Mgr/HR/Risk</b> Totals                       |               |                                                 |                        |             |              |            | Invoice Transactions | 9             |              | \$9,553.34     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                                    | Invoice No. | Invoice Description                             | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date           | Invoice Amount |
|---------------------------------------------------------------------------|-------------|-------------------------------------------------|------------------------|-------------|--------------|------------|------------|---------------|------------------------|----------------|
| <b>Fund 100 - General Fund</b>                                            |             |                                                 |                        |             |              |            |            |               |                        |                |
| Department <b>130 - Finance</b>                                           |             |                                                 |                        |             |              |            |            |               |                        |                |
| Division <b>000 - Non-Div</b>                                             |             |                                                 |                        |             |              |            |            |               |                        |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                       |             |                                                 |                        |             |              |            |            |               |                        |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>                         |             |                                                 |                        |             |              |            |            |               |                        |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority                 | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023 |               | 07/21/2023             | 2,994.00       |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals                  |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$2,994.00     |
| Account <b>6300.216 - Prof Svc Fin - Accounting Services</b>              |             |                                                 |                        |             |              |            |            |               |                        |                |
| 10511 - Richard B. Standridge                                             | 23-14       | Service 6/30-7/31/2023                          | Paid by EFT # 3513     |             | 07/14/2023   | 07/13/2023 | 07/13/2023 |               | 07/21/2023             | 3,705.00       |
| Account <b>6300.216 - Prof Svc Fin - Accounting Services</b> Totals       |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$3,705.00     |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 2 | \$6,699.00     |
| Division <b>000 - Non-Div</b> Totals                                      |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 2 | \$6,699.00     |
| Department <b>130 - Finance</b> Totals                                    |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 2 | \$6,699.00     |
| Department <b>150 - City Attorney</b>                                     |             |                                                 |                        |             |              |            |            |               |                        |                |
| Division <b>000 - Non-Div</b>                                             |             |                                                 |                        |             |              |            |            |               |                        |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                       |             |                                                 |                        |             |              |            |            |               |                        |                |
| Account <b>6300.450 - Prof Svc Legal - City Attorney Other Svc</b>        |             |                                                 |                        |             |              |            |            |               |                        |                |
| 10257 - Goldfarb & Lipman                                                 | 465449      | The Dunes - June 2023                           | Paid by Check # 102827 |             | 07/12/2023   | 07/13/2023 | 06/30/2023 |               | 07/21/2023             | 352.00         |
| 10257 - Goldfarb & Lipman                                                 | 465447      | General File - June 2023                        | Paid by Check # 102827 |             | 07/12/2023   | 07/13/2023 | 06/30/2023 |               | 07/21/2023             | 1,600.00       |
| 10257 - Goldfarb & Lipman                                                 | 465448      | Marina Heights - June 2023                      | Paid by Check # 102827 |             | 07/12/2023   | 07/13/2023 | 06/30/2023 |               | 07/21/2023             | 96.00          |
| 10315 - Keyser Marston Associates                                         | 0037956     | Abrams Affordable Rent Limits - June 2023       | Paid by Check # 102806 |             | 07/18/2023   | 07/20/2023 | 06/30/2023 |               | 07/21/2023             | 860.00         |
| 10315 - Keyser Marston Associates                                         | 0037955     | Sea Haven Workforce Pricing - June 2023         | Paid by Check # 102806 |             | 07/18/2023   | 07/20/2023 | 06/30/2023 |               | 07/21/2023             | 1,915.00       |
| Account <b>6300.450 - Prof Svc Legal - City Attorney Other Svc</b> Totals |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 5 | \$4,823.00     |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 5 | \$4,823.00     |
| Division <b>000 - Non-Div</b> Totals                                      |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 5 | \$4,823.00     |
| Department <b>150 - City Attorney</b> Totals                              |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 5 | \$4,823.00     |
| Department <b>190 - Citywide Non-Dept</b>                                 |             |                                                 |                        |             |              |            |            |               |                        |                |
| Division <b>000 - Non-Div</b>                                             |             |                                                 |                        |             |              |            |            |               |                        |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                       |             |                                                 |                        |             |              |            |            |               |                        |                |
| Account <b>6160.100 - Other Progr EAP Progr</b>                           |             |                                                 |                        |             |              |            |            |               |                        |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority                 | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023 |               | 07/21/2023             | 9,030.60       |
| Account <b>6160.100 - Other Progr EAP Progr</b> Totals                    |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$9,030.60     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                                    | Invoice No.   | Invoice Description                             | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date           | Invoice Amount |
|---------------------------------------------------------------------------|---------------|-------------------------------------------------|------------------------|-------------|--------------|------------|------------|---------------|------------------------|----------------|
| <b>Fund 100 - General Fund</b>                                            |               |                                                 |                        |             |              |            |            |               |                        |                |
| Department <b>190 - Citywide Non-Dept</b>                                 |               |                                                 |                        |             |              |            |            |               |                        |                |
| Division <b>000 - Non-Div</b>                                             |               |                                                 |                        |             |              |            |            |               |                        |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                       |               |                                                 |                        |             |              |            |            |               |                        |                |
| Account <b>6170.400 - Other Benefits State Unempl Insur</b>               |               |                                                 |                        |             |              |            |            |               |                        |                |
| 10222 - Employment Development Department                                 | L1469169744   | Employment Development Department               | Paid by Check # 102801 |             | 06/23/2023   | 07/11/2023 | 06/30/2023 |               | 07/21/2023             | 5,466.76       |
| Account <b>6170.400 - Other Benefits State Unempl Insur</b> Totals        |               |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$5,466.76     |
| Account <b>6300.230 - Prof Svc Fin - Tax Reporting &amp; Audit</b>        |               |                                                 |                        |             |              |            |            |               |                        |                |
| 10274 - Hinderliter, de Llamas & Associates ( HDL )                       | SIN026910     | Transaction Tax (January-March 2023)            | Paid by EFT # 3511     |             | 03/31/2023   | 04/30/2023 | 06/30/2023 |               | 07/21/2023             | 300.00         |
| Account <b>6300.230 - Prof Svc Fin - Tax Reporting &amp; Audit</b> Totals |               |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$300.00       |
| Account <b>6300.570 - Prof Svc Other</b>                                  |               |                                                 |                        |             |              |            |            |               |                        |                |
| 11769 - STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS INC                | 0472264       | Odor Attribution Study                          | Paid by Check # 102823 |             | 06/30/2023   | 07/18/2023 | 06/30/2023 |               | 07/21/2023             | 2,090.00       |
| 10588 - United Site Services                                              | INV-01854708  | Beach Rd & De Forest Rd                         | Paid by Check # 102824 |             | 07/13/2023   | 07/13/2023 | 07/13/2023 |               | 07/21/2023             | 260.35         |
| Account <b>6300.570 - Prof Svc Other</b> Totals                           |               |                                                 |                        |             |              |            |            |               | Invoice Transactions 2 | \$2,350.35     |
| Account <b>6380.150 - Utilities Comm Phone System</b>                     |               |                                                 |                        |             |              |            |            |               |                        |                |
| 10758 - AT & T CALNET3                                                    | 20233985      | CALNET3-9391023436 (239-461-6578)               | Paid by Check # 102794 |             | 07/13/2023   | 07/20/2023 | 07/20/2023 |               | 07/21/2023             | 63.82          |
| Account <b>6380.150 - Utilities Comm Phone System</b> Totals              |               |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$63.82        |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b>                    |               |                                                 |                        |             |              |            |            |               |                        |                |
| 10463 - Pacific Gas & Electric                                            | July 23 562-0 | PG&E - 4758891562-0                             | Paid by Check # 102820 |             | 07/12/2023   | 07/20/2023 | 07/20/2023 |               | 07/21/2023             | 1,058.15       |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals             |               |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$1,058.15     |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                     |               |                                                 |                        |             |              |            |            |               |                        |                |
| 10349 - Marina Coast Water District                                       | 06-30-23      | Acct# 000056041 - 3260 Imjin Road               | Paid by Check # 102810 |             | 06/30/2023   | 07/17/2023 | 06/30/2023 |               | 07/21/2023             | 292.43         |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals              |               |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$292.43       |
| Account <b>6600.340 - Other Charges Insur - Liability</b>                 |               |                                                 |                        |             |              |            |            |               |                        |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority                 | 230701-07     | EAP/Worker's Comp/Prop/Liab. Premium Allocation | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023 |               | 07/21/2023             | 329,932.50     |
| Account <b>6600.340 - Other Charges Insur - Liability</b> Totals          |               |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$329,932.50   |
| Account <b>6600.350 - Other Charges Insur - Property</b>                  |               |                                                 |                        |             |              |            |            |               |                        |                |
| 10027 - Alliant Insurance Services - CSRMA                                | 2342551       | Physical Damage Program (23/24 Premium)         | Paid by EFT # 3508     |             | 06/27/2023   | 07/11/2023 | 07/11/2023 |               | 07/21/2023             | 35,570.00      |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority                 | 230701-07     | EAP/Worker's Comp/Prop/Liab. Premium Allocation | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023 |               | 07/21/2023             | 386,264.72     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                             | Invoice No. | Invoice Description                                             | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|--------------------------------------------------------------------|-------------|-----------------------------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| <b>Fund 100 - General Fund</b>                                     |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Department <b>190 - Citywide Non-Dept</b>                          |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                      |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Account <b>6600.350 - Other Charges Insur - Property</b>           |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10027 - Alliant Insurance Services - CSRMA                         | 2351845     | Alliant - Crime Insurance (23/24)                               | Paid by EFT # 3508     |             | 07/11/2023   | 07/11/2023 | 07/11/2023           |               | 07/21/2023   | 9,750.00       |
| Account <b>6600.350 - Other Charges Insur - Property</b> Totals    |             |                                                                 |                        |             |              |            | Invoice Transactions | 3             |              | \$431,584.72   |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                         |             |                                                                 |                        |             |              |            | Invoice Transactions | 12            |              | \$780,079.33   |
| Division <b>000 - Non-Div</b> Totals                               |             |                                                                 |                        |             |              |            | Invoice Transactions | 12            |              | \$780,079.33   |
| Department <b>190 - Citywide Non-Dept</b> Totals                   |             |                                                                 |                        |             |              |            | Invoice Transactions | 12            |              | \$780,079.33   |
| Department <b>210 - Police</b>                                     |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                      |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>                  |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority          | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation                 | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023           |               | 07/21/2023   | 39,521.00      |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals           |             |                                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$39,521.00    |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>        |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10493 - Pure H2O                                                   | 19923       | Water Cooler Service Police & Fire 07/01/23                     | Paid by Check # 102821 |             | 07/01/2023   | 07/14/2023 | 07/14/2023           |               | 07/21/2023   | 88.55          |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b> Totals |             |                                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$88.55        |
| Account <b>6370.010 - Shared Svc 911</b>                           |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10411 - Monterey County - Emergency Communications                 | 07-10-23    | Monterey County Emergency Communication Quarter 1 Invoice 23/24 | Paid by Check # 102813 |             | 07/10/2023   | 07/19/2023 | 07/19/2023           |               | 07/21/2023   | 114,288.73     |
| Account <b>6370.010 - Shared Svc 911</b> Totals                    |             |                                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$114,288.73   |
| Account <b>6370.530 - Shared Svc NGEN Infrastructure</b>           |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10411 - Monterey County - Emergency Communications                 | 07-10-23    | Monterey County Emergency Communication Quarter 1 Invoice 23/24 | Paid by Check # 102813 |             | 07/10/2023   | 07/19/2023 | 07/19/2023           |               | 07/21/2023   | 36,764.73      |
| Account <b>6370.530 - Shared Svc NGEN Infrastructure</b> Totals    |             |                                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$36,764.73    |
| Account <b>6370.535 - Shared Svc NGEN O &amp; M</b>                |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10411 - Monterey County - Emergency Communications                 | 07-10-23    | Monterey County Emergency Communication Quarter 1 Invoice 23/24 | Paid by Check # 102813 |             | 07/10/2023   | 07/19/2023 | 07/19/2023           |               | 07/21/2023   | 7,947.69       |
| Account <b>6370.535 - Shared Svc NGEN O &amp; M</b> Totals         |             |                                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$7,947.69     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                                 | Invoice No. | Invoice Description                                             | Status                    | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|------------------------------------------------------------------------|-------------|-----------------------------------------------------------------|---------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| <b>Fund 100 - General Fund</b>                                         |             |                                                                 |                           |             |              |            |                      |               |              |                |
| Department <b>210 - Police</b>                                         |             |                                                                 |                           |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                          |             |                                                                 |                           |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                    |             |                                                                 |                           |             |              |            |                      |               |              |                |
| Account <b>6600.455 - Other Charges Leased Parking</b>                 |             |                                                                 |                           |             |              |            |                      |               |              |                |
| 10253 - George T. Powell                                               | 07012023    | Parking Rental Fees                                             | Paid by Check<br># 102803 |             | 07/01/2023   | 07/13/2023 | 07/13/2023           |               | 07/21/2023   | 997.00         |
| Account <b>6600.455 - Other Charges Leased Parking</b> Totals          |             |                                                                 |                           |             |              |            | Invoice Transactions | 1             |              | \$997.00       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                             |             |                                                                 |                           |             |              |            | Invoice Transactions | 6             |              | \$199,607.70   |
| Division <b>000 - Non-Div</b> Totals                                   |             |                                                                 |                           |             |              |            | Invoice Transactions | 6             |              | \$199,607.70   |
| Department <b>210 - Police</b> Totals                                  |             |                                                                 |                           |             |              |            | Invoice Transactions | 6             |              | \$199,607.70   |
| Department <b>250 - Fire</b>                                           |             |                                                                 |                           |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                          |             |                                                                 |                           |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                    |             |                                                                 |                           |             |              |            |                      |               |              |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>                      |             |                                                                 |                           |             |              |            |                      |               |              |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority              | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation                 | Paid by Check<br># 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023           |               | 07/21/2023   | 26,946.00      |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals               |             |                                                                 |                           |             |              |            | Invoice Transactions | 1             |              | \$26,946.00    |
| Account <b>6300.570 - Prof Svc Other</b>                               |             |                                                                 |                           |             |              |            |                      |               |              |                |
| 10171 - CSG Consultants                                                | 52029       | Plan Review James Diaz, Inspections, Eric Rodewald              | Paid by EFT #<br>3509     |             | 07/11/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 2,612.50       |
| Account <b>6300.570 - Prof Svc Other</b> Totals                        |             |                                                                 |                           |             |              |            | Invoice Transactions | 1             |              | \$2,612.50     |
| Account <b>6360.070 - Maint &amp; Repairs Bdg Public Safety</b>        |             |                                                                 |                           |             |              |            |                      |               |              |                |
| 10250 - Gavilan Pest Control                                           | 0154796     | Pest Control at Station 2                                       | Paid by Check<br># 102802 |             | 07/12/2023   | 07/17/2023 | 07/17/2023           |               | 07/21/2023   | 90.00          |
| Account <b>6360.070 - Maint &amp; Repairs Bdg Public Safety</b> Totals |             |                                                                 |                           |             |              |            | Invoice Transactions | 1             |              | \$90.00        |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>            |             |                                                                 |                           |             |              |            |                      |               |              |                |
| 10493 - Pure H2O                                                       | 19923       | Water Cooler Service Police & Fire 07/01/23                     | Paid by Check<br># 102821 |             | 07/01/2023   | 07/14/2023 | 07/14/2023           |               | 07/21/2023   | 113.53         |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b> Totals     |             |                                                                 |                           |             |              |            | Invoice Transactions | 1             |              | \$113.53       |
| Account <b>6360.680 - Maint &amp; Repairs Radio Equip</b>              |             |                                                                 |                           |             |              |            |                      |               |              |                |
| 10221 - Emergency Vehicle Specialists                                  | 15018       | Installed LED Square Face Plate on Unit 5400                    | Paid by EFT #<br>3510     |             | 07/14/2023   | 07/17/2023 | 07/17/2023           |               | 07/21/2023   | 170.76         |
| Account <b>6360.680 - Maint &amp; Repairs Radio Equip</b> Totals       |             |                                                                 |                           |             |              |            | Invoice Transactions | 1             |              | \$170.76       |
| Account <b>6370.010 - Shared Svc 911</b>                               |             |                                                                 |                           |             |              |            |                      |               |              |                |
| 10411 - Monterey County - Emergency Communications                     | 07-10-23    | Monterey County Emergency Communication Quarter 1 Invoice 23/24 | Paid by Check<br># 102813 |             | 07/10/2023   | 07/19/2023 | 07/19/2023           |               | 07/21/2023   | 12,698.75      |
| Account <b>6370.010 - Shared Svc 911</b> Totals                        |             |                                                                 |                           |             |              |            | Invoice Transactions | 1             |              | \$12,698.75    |



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| Vendor                                                                   | Invoice No. | Invoice Description                                             | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|--------------------------------------------------------------------------|-------------|-----------------------------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                           |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Department <b>250 - Fire</b>                                             |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                            |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                      |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Account <b>6370.530 - Shared Svc NGEN Infrastructure</b>                 |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10411 - Monterey County - Emergency Communications                       | 07-10-23    | Monterey County Emergency Communication Quarter 1 Invoice 23/24 | Paid by Check # 102813 |             | 07/10/2023   | 07/19/2023 | 07/19/2023           |               | 07/21/2023   | 4,084.97       |
| Account <b>6370.530 - Shared Svc NGEN Infrastructure</b> Totals          |             |                                                                 |                        |             |              |            | Invoice Transactions |               | 1            | \$4,084.97     |
| Account <b>6370.535 - Shared Svc NGEN O &amp; M</b>                      |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10411 - Monterey County - Emergency Communications                       | 07-10-23    | Monterey County Emergency Communication Quarter 1 Invoice 23/24 | Paid by Check # 102813 |             | 07/10/2023   | 07/19/2023 | 07/19/2023           |               | 07/21/2023   | 2,960.90       |
| Account <b>6370.535 - Shared Svc NGEN O &amp; M</b> Totals               |             |                                                                 |                        |             |              |            | Invoice Transactions |               | 1            | \$2,960.90     |
| Account <b>6400.100 - Material &amp; Suppl CSA 74 Funded</b>             |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10077 - Bound Tree Medical                                               | 84851812    | Medical Supplies                                                | Paid by Check # 102796 |             | 02/07/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 6,282.40       |
| 10077 - Bound Tree Medical                                               | 84853532    | Digital BP Monitor, Cuff, Gloves & other Supplies               | Paid by Check # 102796 |             | 02/08/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 1,077.20       |
| 10077 - Bound Tree Medical                                               | 84917507    | Triage Tarps in various colors & Triage Kit                     | Paid by Check # 102796 |             | 04/07/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 1,336.17       |
| 10077 - Bound Tree Medical                                               | 84945249    | Triage Kit                                                      | Paid by Check # 102796 |             | 05/03/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 536.40         |
| 10077 - Bound Tree Medical                                               | 84960360    | Triage Kits                                                     | Paid by Check # 102796 |             | 05/17/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 1,072.81       |
| 10077 - Bound Tree Medical                                               | 70339021    | CREDIT - Curaplex Hot Pack Large                                | Paid by Check # 102796 |             | 06/26/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | (48.62)        |
| Account <b>6400.100 - Material &amp; Suppl CSA 74 Funded</b> Totals      |             |                                                                 |                        |             |              |            | Invoice Transactions |               | 6            | \$10,256.36    |
| Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b>        |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10927 - Ace Hardware - Fire Dept.                                        | 085875      | Fasteners, Epoxy Syringe & other supplies                       | Paid by Check # 102790 |             | 07/16/2023   | 07/17/2023 | 07/17/2023           |               | 07/21/2023   | 43.63          |
| 11393 - Carmel Roasters, Inc.                                            | 67177       | FD Coffee - 3 boxes                                             | Paid by Check # 102797 |             | 07/12/2023   | 07/13/2023 | 07/13/2023           |               | 07/21/2023   | 262.20         |
| Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b> Totals |             |                                                                 |                        |             |              |            | Invoice Transactions |               | 2            | \$305.83       |
| Account <b>6600.455 - Other Charges Leased Parking</b>                   |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10253 - George T. Powell                                                 | 07012023    | Parking Rental Fees                                             | Paid by Check # 102803 |             | 07/01/2023   | 07/13/2023 | 07/13/2023           |               | 07/21/2023   | 303.00         |
| Account <b>6600.455 - Other Charges Leased Parking</b> Totals            |             |                                                                 |                        |             |              |            | Invoice Transactions |               | 1            | \$303.00       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                               |             |                                                                 |                        |             |              |            | Invoice Transactions |               | 17           | \$60,542.60    |
| Division <b>000 - Non-Div</b> Totals                                     |             |                                                                 |                        |             |              |            | Invoice Transactions |               | 17           | \$60,542.60    |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                            | Invoice No. | Invoice Description                                             | Status                 | Held Reason | Invoice Date                                                             | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-------------------------------------------------------------------|-------------|-----------------------------------------------------------------|------------------------|-------------|--------------------------------------------------------------------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                    |             |                                                                 |                        |             |                                                                          |            |                      |               |              |                |
|                                                                   |             |                                                                 |                        |             | Department <b>250 - Fire</b> Totals                                      |            | Invoice Transactions |               | 17           | \$60,542.60    |
| Department <b>310 - Public Works</b>                              |             |                                                                 |                        |             |                                                                          |            |                      |               |              |                |
| Division <b>311 - Buildings &amp; Grounds</b>                     |             |                                                                 |                        |             |                                                                          |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                               |             |                                                                 |                        |             |                                                                          |            |                      |               |              |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>                 |             |                                                                 |                        |             |                                                                          |            |                      |               |              |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority         | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation                 | Paid by Check # 102812 |             | 07/01/2023                                                               | 07/11/2023 | 07/11/2023           |               | 07/21/2023   | 13,174.00      |
|                                                                   |             |                                                                 |                        |             | Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals                 |            | Invoice Transactions |               | 1            | \$13,174.00    |
| Account <b>6360.040 - Maint &amp; Repairs Backflow Preventers</b> |             |                                                                 |                        |             |                                                                          |            |                      |               |              |                |
| 10183 - Marina Backflow Co.                                       | 2726        | Second & 6th Ave                                                | Paid by Check # 102809 |             | 06/14/2023                                                               | 07/19/2023 | 06/30/2023           |               | 07/21/2023   | 65.00          |
|                                                                   |             |                                                                 |                        |             | Account <b>6360.040 - Maint &amp; Repairs Backflow Preventers</b> Totals |            | Invoice Transactions |               | 1            | \$65.00        |
| Account <b>6360.065 - Maint &amp; Repairs Bdg NonFlagship</b>     |             |                                                                 |                        |             |                                                                          |            |                      |               |              |                |
| 10728 - Ace Hardware-Public Works                                 | 085853      | Stables                                                         | Paid by Check # 102791 |             | 07/13/2023                                                               | 07/14/2023 | 07/14/2023           |               | 07/21/2023   | 128.47         |
| 10728 - Ace Hardware-Public Works                                 | 085854      | Stables                                                         | Paid by Check # 102791 |             | 07/13/2023                                                               | 07/14/2023 | 07/14/2023           |               | 07/21/2023   | 7.64           |
| 10728 - Ace Hardware-Public Works                                 | 085860      | Stables                                                         | Paid by Check # 102791 |             | 07/14/2023                                                               | 07/17/2023 | 07/17/2023           |               | 07/21/2023   | 30.57          |
| 10599 - Valley Saw & Garden Equipment                             | 343180      | Shop Equipment                                                  | Paid by Check # 102825 |             | 07/13/2023                                                               | 07/14/2023 | 07/14/2023           |               | 07/21/2023   | 622.97         |
|                                                                   |             |                                                                 |                        |             | Account <b>6360.065 - Maint &amp; Repairs Bdg NonFlagship</b> Totals     |            | Invoice Transactions |               | 4            | \$789.65       |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>   |             |                                                                 |                        |             |                                                                          |            |                      |               |              |                |
| 10728 - Ace Hardware-Public Works                                 | 085839      | Stakes/Screws                                                   | Paid by Check # 102791 |             | 07/13/2023                                                               | 07/13/2023 | 07/13/2023           |               | 07/21/2023   | 72.04          |
| 10728 - Ace Hardware-Public Works                                 | 085832      | VD Park                                                         | Paid by Check # 102791 |             | 07/12/2023                                                               | 07/13/2023 | 07/13/2023           |               | 07/21/2023   | 21.83          |
| 10236 - La Sirenita Tree Service                                  | 07-13-23    | Locke Paddon Park                                               | Paid by Check # 102808 |             | 07/13/2023                                                               | 07/14/2023 | 07/14/2023           |               | 07/21/2023   | 4,950.00       |
|                                                                   |             |                                                                 |                        |             | Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals   |            | Invoice Transactions |               | 3            | \$5,043.87     |
| Account <b>6370.535 - Shared Svc NGEN O &amp; M</b>               |             |                                                                 |                        |             |                                                                          |            |                      |               |              |                |
| 10411 - Monterey County - Emergency Communications                | 07-10-23    | Monterey County Emergency Communication Quarter 1 Invoice 23/24 | Paid by Check # 102813 |             | 07/10/2023                                                               | 07/19/2023 | 07/19/2023           |               | 07/21/2023   | 3,258.41       |
|                                                                   |             |                                                                 |                        |             | Account <b>6370.535 - Shared Svc NGEN O &amp; M</b> Totals               |            | Invoice Transactions |               | 1            | \$3,258.41     |
| Account <b>6400.155 - Material &amp; Suppl Dump Fees</b>          |             |                                                                 |                        |             |                                                                          |            |                      |               |              |                |
| 10043 - Aramark Uniform Service                                   | 5110261317  | PW Uniforms                                                     | Paid by Check # 102792 |             | 07/12/2023                                                               | 07/13/2023 | 07/13/2023           |               | 07/21/2023   | 138.07         |
|                                                                   |             |                                                                 |                        |             | Account <b>6400.155 - Material &amp; Suppl Dump Fees</b> Totals          |            | Invoice Transactions |               | 1            | \$138.07       |
|                                                                   |             |                                                                 |                        |             | Sub-Division <b>00 - Non-Subdiv</b> Totals                               |            | Invoice Transactions |               | 11           | \$22,469.00    |
|                                                                   |             |                                                                 |                        |             | Division <b>311 - Buildings &amp; Grounds</b> Totals                     |            | Invoice Transactions |               | 11           | \$22,469.00    |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                        | Invoice No. | Invoice Description                                | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date            | Invoice Amount |
|---------------------------------------------------------------|-------------|----------------------------------------------------|------------------------|-------------|--------------|------------|------------|---------------|-------------------------|----------------|
| <b>Fund 100 - General Fund</b>                                |             |                                                    |                        |             |              |            |            |               |                         |                |
| Department <b>310 - Public Works</b>                          |             |                                                    |                        |             |              |            |            |               |                         |                |
| Division <b>313 - Vehicle Maint</b>                           |             |                                                    |                        |             |              |            |            |               |                         |                |
| Sub-Division <b>00 - Non-Subdiv</b>                           |             |                                                    |                        |             |              |            |            |               |                         |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>             |             |                                                    |                        |             |              |            |            |               |                         |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority     | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation    | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023 |               | 07/21/2023              | 2,395.00       |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals      |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 1  | \$2,395.00     |
| Account <b>6360.690 - Maint &amp; Repairs Supplies</b>        |             |                                                    |                        |             |              |            |            |               |                         |                |
| 10169 - CSC of Salinas                                        | 000949512   | Pump Track                                         | Paid by Check # 102800 |             | 07/11/2023   | 07/13/2023 | 07/13/2023 |               | 07/21/2023              | 37.91          |
| 10403 - NAPA Auto Parts - former Monterey Auto Supply         | 4006-994737 | PW Unit                                            | Paid by Check # 102816 |             | 07/13/2023   | 07/14/2023 | 07/14/2023 |               | 07/21/2023              | 17.33          |
| Account <b>6360.690 - Maint &amp; Repairs Supplies</b> Totals |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 2  | \$55.24        |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                    |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 3  | \$2,450.24     |
| Division <b>313 - Vehicle Maint</b> Totals                    |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 3  | \$2,450.24     |
| Department <b>310 - Public Works</b> Totals                   |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 14 | \$24,919.24    |
| Department <b>410 - Planning</b>                              |             |                                                    |                        |             |              |            |            |               |                         |                |
| Division <b>000 - Non-Div</b>                                 |             |                                                    |                        |             |              |            |            |               |                         |                |
| Sub-Division <b>00 - Non-Subdiv</b>                           |             |                                                    |                        |             |              |            |            |               |                         |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>             |             |                                                    |                        |             |              |            |            |               |                         |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority     | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation    | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023 |               | 07/21/2023              | 2,395.00       |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals      |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 1  | \$2,395.00     |
| Account <b>6330.100 - Fee Agr Costs - Planning</b>            |             |                                                    |                        |             |              |            |            |               |                         |                |
| 10171 - CSG Consultants                                       | 52136       | Marina Station                                     | Paid by EFT # 3509     |             | 07/11/2023   | 07/17/2023 | 06/30/2023 |               | 07/21/2023              | 10,674.00      |
| 10508 - Regional Government Services                          | 15173       | Contract Services for Marina Dunes Misc - May 2023 | Paid by EFT # 3512     |             | 05/31/2023   | 07/13/2023 | 06/30/2023 |               | 07/21/2023              | 16,174.08      |
| Account <b>6330.100 - Fee Agr Costs - Planning</b> Totals     |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 2  | \$26,848.08    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                    |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 3  | \$29,243.08    |
| Division <b>000 - Non-Div</b> Totals                          |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 3  | \$29,243.08    |
| Department <b>410 - Planning</b> Totals                       |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 3  | \$29,243.08    |
| Department <b>420 - Engineering</b>                           |             |                                                    |                        |             |              |            |            |               |                         |                |
| Division <b>000 - Non-Div</b>                                 |             |                                                    |                        |             |              |            |            |               |                         |                |
| Sub-Division <b>00 - Non-Subdiv</b>                           |             |                                                    |                        |             |              |            |            |               |                         |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>             |             |                                                    |                        |             |              |            |            |               |                         |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority     | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation    | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023 |               | 07/21/2023              | 1,198.00       |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals      |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 1  | \$1,198.00     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                                   | Invoice No. | Invoice Description     | Status        | Held Reason | Invoice Date | Due Date   | G/L Date               | Received Date | Payment Date | Invoice Amount     |
|--------------------------------------------------------------------------|-------------|-------------------------|---------------|-------------|--------------|------------|------------------------|---------------|--------------|--------------------|
| Fund <b>100 - General Fund</b>                                           |             |                         |               |             |              |            |                        |               |              |                    |
| Department <b>420 - Engineering</b>                                      |             |                         |               |             |              |            |                        |               |              |                    |
| Division <b>000 - Non-Div</b>                                            |             |                         |               |             |              |            |                        |               |              |                    |
| Sub-Division <b>00 - Non-Subdiv</b>                                      |             |                         |               |             |              |            |                        |               |              |                    |
| Account <b>6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check</b>        |             |                         |               |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52135       | Sea Haven Phase 3A      | Paid by EFT # |             | 07/11/2023   | 07/14/2023 | 06/30/2023             |               | 07/21/2023   | 2,904.00           |
|                                                                          |             | Inspection              | 3509          |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52140       | Sea Haven Inspection    | Paid by EFT # |             | 07/11/2023   | 07/14/2023 | 06/30/2023             |               | 07/21/2023   | 5,386.00           |
|                                                                          |             | Phase 3B                | 3509          |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52151       | Sea Haven Inspections   | Paid by EFT # |             | 07/11/2023   | 07/17/2023 | 06/30/2023             |               | 07/21/2023   | 6,600.00           |
|                                                                          |             | Phase 4                 | 3509          |             |              |            |                        |               |              |                    |
| Account <b>6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check</b> Totals |             |                         |               |             |              |            | Invoice Transactions 3 |               |              | <u>\$14,890.00</u> |
| Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b>        |             |                         |               |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52128       | Permits/Development     | Paid by EFT # |             | 07/11/2023   | 07/17/2023 | 06/30/2023             |               | 07/21/2023   | 17,050.00          |
|                                                                          |             |                         | 3509          |             |              |            |                        |               |              |                    |
| Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b> Totals |             |                         |               |             |              |            | Invoice Transactions 1 |               |              | <u>\$17,050.00</u> |
| Account <b>6300.185 - Prof Svc Engineering Svs-Staff Augment</b>         |             |                         |               |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52129       | Staff Augmentation      | Paid by EFT # |             | 07/11/2023   | 07/14/2023 | 06/30/2023             |               | 07/21/2023   | 3,202.50           |
|                                                                          |             |                         | 3509          |             |              |            |                        |               |              |                    |
| Account <b>6300.185 - Prof Svc Engineering Svs-Staff Augment</b> Totals  |             |                         |               |             |              |            | Invoice Transactions 1 |               |              | <u>\$3,202.50</u>  |
| Account <b>6300.190 - Prof Svc Engineering Svc Interagency</b>           |             |                         |               |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52130       | RWQCB                   | Paid by EFT # |             | 07/11/2023   | 07/14/2023 | 06/30/2023             |               | 07/21/2023   | 169.00             |
|                                                                          |             |                         | 3509          |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52131       | MCWD                    | Paid by EFT # |             | 07/11/2023   | 07/14/2023 | 06/30/2023             |               | 07/21/2023   | 1,521.00           |
|                                                                          |             |                         | 3509          |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 53132       | TAMC                    | Paid by EFT # |             | 07/11/2023   | 07/14/2023 | 06/30/2023             |               | 07/21/2023   | 360.00             |
|                                                                          |             |                         | 3509          |             |              |            |                        |               |              |                    |
| Account <b>6300.190 - Prof Svc Engineering Svc Interagency</b> Totals    |             |                         |               |             |              |            | Invoice Transactions 3 |               |              | <u>\$2,050.00</u>  |
| Account <b>6330.200 - Fee Agr Costs - Engineering</b>                    |             |                         |               |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52137       | Dunes Phase 2 East      | Paid by EFT # |             | 07/11/2023   | 07/14/2023 | 06/30/2023             |               | 07/21/2023   | 528.00             |
|                                                                          |             |                         | 3509          |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52138       | Dunes Phase 2 West      | Paid by EFT # |             | 07/11/2023   | 07/14/2023 | 06/30/2023             |               | 07/21/2023   | 6,413.50           |
|                                                                          |             |                         | 3509          |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52139       | Dunes Op Site 1A        | Paid by EFT # |             | 07/11/2023   | 07/14/2023 | 07/14/2023             |               | 07/21/2023   | 1,183.00           |
|                                                                          |             |                         | 3509          |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52142       | Seacrest Apartments     | Paid by EFT # |             | 07/11/2023   | 07/17/2023 | 06/30/2023             |               | 07/21/2023   | 264.00             |
|                                                                          |             | 3108 Seacrest Ave       | 3509          |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52143       | Dunes Phase 1B          | Paid by EFT # |             | 07/11/2023   | 07/17/2023 | 06/30/2023             |               | 07/21/2023   | 3,295.50           |
|                                                                          |             | Promenade               | 3509          |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52144       | Via Del Mar Subdivision | Paid by EFT # |             | 07/11/2023   | 07/17/2023 | 06/30/2023             |               | 07/21/2023   | 3,168.00           |
|                                                                          |             | (3220 Abdy Way)         | 3509          |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52145       | Sea Haven Phase 4       | Paid by EFT # |             | 07/11/2023   | 07/17/2023 | 06/30/2023             |               | 07/21/2023   | 1,146.00           |
|                                                                          |             | Rough Grading           | 3509          |             |              |            |                        |               |              |                    |
| 10171 - CSG Consultants                                                  | 52146       | Home2Suites by Hilton   | Paid by EFT # |             | 07/11/2023   | 07/17/2023 | 06/30/2023             |               | 07/21/2023   | 924.00             |
|                                                                          |             |                         | 3509          |             |              |            |                        |               |              |                    |



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Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                                         | Invoice No. | Invoice Description                             | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|--------------------------------------------------------------------------------|-------------|-------------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| <b>Fund 100 - General Fund</b>                                                 |             |                                                 |                        |             |              |            |                      |               |              |                |
| Department <b>420 - Engineering</b>                                            |             |                                                 |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                                  |             |                                                 |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                            |             |                                                 |                        |             |              |            |                      |               |              |                |
| Account <b>6330.200 - Fee Agr Costs - Engineering</b>                          |             |                                                 |                        |             |              |            |                      |               |              |                |
| 10171 - CSG Consultants                                                        | 52147       | Dunes Promenade (1B) Inspections                | Paid by EFT # 3509     |             | 07/11/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 2,640.00       |
| 10171 - CSG Consultants                                                        | 52148       | Dunes Phase 2 West Inspections                  | Paid by EFT # 3509     |             | 07/11/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 792.00         |
| 10171 - CSG Consultants                                                        | 52149       | Dunes Phase 2 East Inspections                  | Paid by EFT # 3509     |             | 07/11/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 2,149.00       |
| 10171 - CSG Consultants                                                        | 52150       | 200 Reservation Rd (Starbucks)                  | Paid by EFT # 3509     |             | 07/11/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 4,884.00       |
| Account <b>6330.200 - Fee Agr Costs - Engineering</b> Totals                   |             |                                                 |                        |             |              |            | Invoice Transactions | 12            |              | \$27,387.00    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                     |             |                                                 |                        |             |              |            | Invoice Transactions | 21            |              | \$65,777.50    |
| Division <b>000 - Non-Div</b> Totals                                           |             |                                                 |                        |             |              |            | Invoice Transactions | 21            |              | \$65,777.50    |
| Department <b>420 - Engineering</b> Totals                                     |             |                                                 |                        |             |              |            | Invoice Transactions | 21            |              | \$65,777.50    |
| Department <b>430 - Building Inspection</b>                                    |             |                                                 |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                                  |             |                                                 |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                            |             |                                                 |                        |             |              |            |                      |               |              |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>                              |             |                                                 |                        |             |              |            |                      |               |              |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority                      | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023           |               | 07/21/2023   | 2,395.00       |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals                       |             |                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$2,395.00     |
| Account <b>6300.070 - Prof Svc Building Plan Check &amp; Inspection</b>        |             |                                                 |                        |             |              |            |                      |               |              |                |
| 10171 - CSG Consultants                                                        | 52141       | Sea Haven Phase 4 Map/Plan Review               | Paid by EFT # 3509     |             | 07/11/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 433.50         |
| Account <b>6300.070 - Prof Svc Building Plan Check &amp; Inspection</b> Totals |             |                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$433.50       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                     |             |                                                 |                        |             |              |            | Invoice Transactions | 2             |              | \$2,828.50     |
| Division <b>000 - Non-Div</b> Totals                                           |             |                                                 |                        |             |              |            | Invoice Transactions | 2             |              | \$2,828.50     |
| Department <b>430 - Building Inspection</b> Totals                             |             |                                                 |                        |             |              |            | Invoice Transactions | 2             |              | \$2,828.50     |
| Department <b>440 - Economic Dev</b>                                           |             |                                                 |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                                  |             |                                                 |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                            |             |                                                 |                        |             |              |            |                      |               |              |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>                              |             |                                                 |                        |             |              |            |                      |               |              |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority                      | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023           |               | 07/21/2023   | 599.00         |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals                       |             |                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$599.00       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                     |             |                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$599.00       |
| Division <b>000 - Non-Div</b> Totals                                           |             |                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$599.00       |
| Department <b>440 - Economic Dev</b> Totals                                    |             |                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$599.00       |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                                              | Invoice No. | Invoice Description                             | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date           | Invoice Amount |
|-------------------------------------------------------------------------------------|-------------|-------------------------------------------------|------------------------|-------------|--------------|------------|------------|---------------|------------------------|----------------|
| <b>Fund 100 - General Fund</b>                                                      |             |                                                 |                        |             |              |            |            |               |                        |                |
| Department <b>510 - Recreation &amp; Culture</b>                                    |             |                                                 |                        |             |              |            |            |               |                        |                |
| Division <b>100 - Admin</b>                                                         |             |                                                 |                        |             |              |            |            |               |                        |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                                 |             |                                                 |                        |             |              |            |            |               |                        |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>                                   |             |                                                 |                        |             |              |            |            |               |                        |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority                           | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023 |               | 07/21/2023             | 4,192.00       |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals                            |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$4,192.00     |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b>                      |             |                                                 |                        |             |              |            |            |               |                        |                |
| 11790 - Quality Print & Copy                                                        | 23545       | business cards - A Willer                       | Paid by Check # 102822 |             | 07/07/2023   | 07/17/2023 | 07/17/2023 |               | 07/21/2023             | 117.79         |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b> Totals               |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$117.79       |
| Account <b>6400.650 - Material &amp; Suppl Recr Donation - Gen Recr Prog</b>        |             |                                                 |                        |             |              |            |            |               |                        |                |
| 10008 - Monterey County Department of Health - EHB                                  | 1185893     | Health Permit Fees                              | Paid by Check # 102814 |             | 06/26/2023   | 07/17/2023 | 07/17/2023 |               | 07/21/2023             | 1,191.00       |
| 10008 - Monterey County Department of Health - EHB                                  | 1186732     | Health Permit Fees                              | Paid by Check # 102814 |             | 06/26/2023   | 07/17/2023 | 07/17/2023 |               | 07/21/2023             | 1,191.00       |
| Account <b>6400.650 - Material &amp; Suppl Recr Donation - Gen Recr Prog</b> Totals |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 2 | \$2,382.00     |
| Account <b>6600.490 - Other Charges Membership Prof Orgs</b>                        |             |                                                 |                        |             |              |            |            |               |                        |                |
| 10441 - National Recreation & Park Association                                      | 08-31-23    | Member ID 195552                                | Paid by Check # 102818 |             | 07/17/2023   | 07/17/2023 | 07/17/2023 |               | 07/21/2023             | 700.00         |
| Account <b>6600.490 - Other Charges Membership Prof Orgs</b> Totals                 |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$700.00       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                          |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 5 | \$7,391.79     |
| Division <b>100 - Admin</b> Totals                                                  |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 5 | \$7,391.79     |
| Division <b>513 - Senior</b>                                                        |             |                                                 |                        |             |              |            |            |               |                        |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                                 |             |                                                 |                        |             |              |            |            |               |                        |                |
| Account <b>6400.653 - Material &amp; Suppl Recr Senior Prog</b>                     |             |                                                 |                        |             |              |            |            |               |                        |                |
| 10352 - Marina Grocery Outlet                                                       | 06-05-23 sc | purchases for senior center                     | Paid by Check # 102811 |             | 06/05/2023   | 07/17/2023 | 06/30/2023 |               | 07/21/2023             | 54.14          |
| 10352 - Marina Grocery Outlet                                                       | 05-17-23 sc | purchases for senior center                     | Paid by Check # 102811 |             | 05/17/2023   | 07/17/2023 | 06/30/2023 |               | 07/21/2023             | 91.93          |
| Account <b>6400.653 - Material &amp; Suppl Recr Senior Prog</b> Totals              |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 2 | \$146.07       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                          |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 2 | \$146.07       |
| Division <b>513 - Senior</b> Totals                                                 |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 2 | \$146.07       |
| Division <b>514 - Sports</b>                                                        |             |                                                 |                        |             |              |            |            |               |                        |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                                 |             |                                                 |                        |             |              |            |            |               |                        |                |
| Account <b>6400.656 - Material &amp; Suppl Recr Sports Prog</b>                     |             |                                                 |                        |             |              |            |            |               |                        |                |
| 10352 - Marina Grocery Outlet                                                       | 05-22-23 sp | purchases for sports                            | Paid by Check # 102811 |             | 05/22/2023   | 07/17/2023 | 06/30/2023 |               | 07/21/2023             | 26.32          |
| Account <b>6400.656 - Material &amp; Suppl Recr Sports Prog</b> Totals              |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$26.32        |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                          |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$26.32        |
| Division <b>514 - Sports</b> Totals                                                 |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 1 | \$26.32        |
| Department <b>510 - Recreation &amp; Culture</b> Totals                             |             |                                                 |                        |             |              |            |            |               | Invoice Transactions 8 | \$7,564.18     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                | Invoice No. | Invoice Description | Status | Held Reason | Invoice Date         | Due Date | G/L Date | Received Date | Payment Date | Invoice Amount |
|---------------------------------------|-------------|---------------------|--------|-------------|----------------------|----------|----------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b> Totals |             |                     |        |             | Invoice Transactions |          |          | 101           |              | \$1,192,834.47 |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                              | Invoice No. | Invoice Description | Status        | Held Reason               | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-----------------------------------------------------|-------------|---------------------|---------------|---------------------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>210 - Public Educ Govt PEG</b>              |             |                     |               |                           |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                    |             |                     |               |                           |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                       |             |                     |               |                           |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                 |             |                     |               |                           |              |            |                      |               |              |                |
| Account <b>6370.610 - Shared Svc PEG Svc</b>        |             |                     |               |                           |              |            |                      |               |              |                |
| 10012 - Access Monterey Peninsula - AMP             |             | Q3 and Q4 PEG       | Q3 and Q4 PEG | Paid by Check<br># 102789 | 06/30/2023   | 07/12/2023 | 06/30/2023           |               | 07/21/2023   | 55,045.86      |
| Account <b>6370.610 - Shared Svc PEG Svc</b> Totals |             |                     |               |                           |              |            | Invoice Transactions |               | 1            | \$55,045.86    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals          |             |                     |               |                           |              |            | Invoice Transactions |               | 1            | \$55,045.86    |
| Division <b>000 - Non-Div</b> Totals                |             |                     |               |                           |              |            | Invoice Transactions |               | 1            | \$55,045.86    |
| Department <b>000 - Non-Dept</b> Totals             |             |                     |               |                           |              |            | Invoice Transactions |               | 1            | \$55,045.86    |
| Fund <b>210 - Public Educ Govt PEG</b> Totals       |             |                     |               |                           |              |            | Invoice Transactions |               | 1            | \$55,045.86    |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                          | Invoice No.         | Invoice Description                        | Status                    | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date           | Invoice Amount |
|-----------------------------------------------------------------|---------------------|--------------------------------------------|---------------------------|-------------|--------------|------------|------------|---------------|------------------------|----------------|
| <b>Fund 220 - Gas Tax</b>                                       |                     |                                            |                           |             |              |            |            |               |                        |                |
| Department <b>000 - Non-Dept</b>                                |                     |                                            |                           |             |              |            |            |               |                        |                |
| Division <b>000 - Non-Div</b>                                   |                     |                                            |                           |             |              |            |            |               |                        |                |
| Sub-Division <b>00 - Non-Subdiv</b>                             |                     |                                            |                           |             |              |            |            |               |                        |                |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b>          |                     |                                            |                           |             |              |            |            |               |                        |                |
| 10463 - Pacific Gas & Electric                                  | July 23 148-6       | PG&E - 5593414148-6                        | Paid by Check<br># 102820 |             | 07/11/2023   | 07/18/2023 | 07/18/2023 |               | 07/21/2023             | 206.86         |
| 10463 - Pacific Gas & Electric                                  | July 23 943-2       | PG&E - 6150212943-2                        | Paid by Check<br># 102820 |             | 07/11/2023   | 07/18/2023 | 07/18/2023 |               | 07/21/2023             | 84.15          |
| 10463 - Pacific Gas & Electric                                  | July 23 582-7       | PG&E - 8161432582-7                        | Paid by Check<br># 102820 |             | 07/11/2023   | 07/18/2023 | 07/18/2023 |               | 07/21/2023             | 146.39         |
| 10463 - Pacific Gas & Electric                                  | July 23 353-7       | PG&E - 9930567353-7                        | Paid by Check<br># 102820 |             | 07/11/2023   | 07/18/2023 | 07/18/2023 |               | 07/21/2023             | 64.75          |
| 10463 - Pacific Gas & Electric                                  | July 23 720-0       | PG&E - 0167505720-0                        | Paid by Check<br># 102820 |             | 07/12/2023   | 07/20/2023 | 07/20/2023 |               | 07/21/2023             | 814.01         |
| 10463 - Pacific Gas & Electric                                  | July 23 085-2       | PG&E - 5434906085-2                        | Paid by Check<br># 102820 |             | 07/12/2023   | 07/20/2023 | 07/20/2023 |               | 07/21/2023             | 102.68         |
| 10463 - Pacific Gas & Electric                                  | July 23 202-3       | PG&E - 6594070202-3                        | Paid by Check<br># 102820 |             | 07/12/2023   | 07/20/2023 | 07/20/2023 |               | 07/21/2023             | 112.49         |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals   |                     |                                            |                           |             |              |            |            |               | Invoice Transactions 7 | \$1,531.33     |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>           |                     |                                            |                           |             |              |            |            |               |                        |                |
| 10349 - Marina Coast Water District                             | 000054049<br>063023 | Imjin Rd<br>(Irrigation/Backflow<br>Accts) | Paid by Check<br># 102810 |             | 06/30/2023   | 07/13/2023 | 06/30/2023 |               | 07/21/2023             | 207.14         |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals    |                     |                                            |                           |             |              |            |            |               | Invoice Transactions 1 | \$207.14       |
| Account <b>6400.155 - Material &amp; Suppl Dump Fees</b>        |                     |                                            |                           |             |              |            |            |               |                        |                |
| 10043 - Aramark Uniform Service                                 | 5110261318          | PW Shop Supplies                           | Paid by Check<br># 102792 |             | 07/12/2023   | 07/13/2023 | 07/13/2023 |               | 07/21/2023             | 77.11          |
| Account <b>6400.155 - Material &amp; Suppl Dump Fees</b> Totals |                     |                                            |                           |             |              |            |            |               | Invoice Transactions 1 | \$77.11        |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                      |                     |                                            |                           |             |              |            |            |               | Invoice Transactions 9 | \$1,815.58     |
| Division <b>000 - Non-Div</b> Totals                            |                     |                                            |                           |             |              |            |            |               | Invoice Transactions 9 | \$1,815.58     |
| Department <b>000 - Non-Dept</b> Totals                         |                     |                                            |                           |             |              |            |            |               | Invoice Transactions 9 | \$1,815.58     |
| Fund <b>220 - Gas Tax</b> Totals                                |                     |                                            |                           |             |              |            |            |               | Invoice Transactions 9 | \$1,815.58     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                                   | Invoice No. | Invoice Description | Status                | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount  |
|--------------------------------------------------------------------------|-------------|---------------------|-----------------------|-------------|--------------|------------|----------------------|---------------|--------------|-----------------|
| Fund <b>232 - Seabreeze AD</b>                                           |             |                     |                       |             |              |            |                      |               |              |                 |
| Department <b>000 - Non-Dept</b>                                         |             |                     |                       |             |              |            |                      |               |              |                 |
| Division <b>000 - Non-Div</b>                                            |             |                     |                       |             |              |            |                      |               |              |                 |
| Sub-Division <b>00 - Non-Subdiv</b>                                      |             |                     |                       |             |              |            |                      |               |              |                 |
| Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b>        |             |                     |                       |             |              |            |                      |               |              |                 |
| 10171 - CSG Consultants                                                  | 52118       | Seabreeze           | Paid by EFT #<br>3509 |             | 07/11/2023   | 07/13/2023 | 06/30/2023           |               | 07/21/2023   | 169.00          |
| Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b> Totals |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | <u>\$169.00</u> |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                               |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | <u>\$169.00</u> |
| Division <b>000 - Non-Div</b> Totals                                     |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | <u>\$169.00</u> |
| Department <b>000 - Non-Dept</b> Totals                                  |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | <u>\$169.00</u> |
| Fund <b>232 - Seabreeze AD</b> Totals                                    |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | <u>\$169.00</u> |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                                   | Invoice No. | Invoice Description  | Status                | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount  |
|--------------------------------------------------------------------------|-------------|----------------------|-----------------------|-------------|--------------|------------|----------------------|---------------|--------------|-----------------|
| Fund <b>233 - Monterey Bay Estates AD</b>                                |             |                      |                       |             |              |            |                      |               |              |                 |
| Department <b>000 - Non-Dept</b>                                         |             |                      |                       |             |              |            |                      |               |              |                 |
| Division <b>000 - Non-Div</b>                                            |             |                      |                       |             |              |            |                      |               |              |                 |
| Sub-Division <b>00 - Non-Subdiv</b>                                      |             |                      |                       |             |              |            |                      |               |              |                 |
| Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b>        |             |                      |                       |             |              |            |                      |               |              |                 |
| 10171 - CSG Consultants                                                  | 52120       | Monterey Bay Estates | Paid by EFT #<br>3509 |             | 07/11/2023   | 07/13/2023 | 06/30/2023           |               | 07/21/2023   | 169.00          |
| Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b> Totals |             |                      |                       |             |              |            | Invoice Transactions | 1             |              | <u>\$169.00</u> |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                               |             |                      |                       |             |              |            | Invoice Transactions | 1             |              | <u>\$169.00</u> |
| Division <b>000 - Non-Div</b> Totals                                     |             |                      |                       |             |              |            | Invoice Transactions | 1             |              | <u>\$169.00</u> |
| Department <b>000 - Non-Dept</b> Totals                                  |             |                      |                       |             |              |            | Invoice Transactions | 1             |              | <u>\$169.00</u> |
| Fund <b>233 - Monterey Bay Estates AD</b> Totals                         |             |                      |                       |             |              |            | Invoice Transactions | 1             |              | <u>\$169.00</u> |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                                   | Invoice No. | Invoice Description | Status                | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|--------------------------------------------------------------------------|-------------|---------------------|-----------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>235 - Cypress Cove II AD</b>                                     |             |                     |                       |             |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                                         |             |                     |                       |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                            |             |                     |                       |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                      |             |                     |                       |             |              |            |                      |               |              |                |
| Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b>        |             |                     |                       |             |              |            |                      |               |              |                |
| 10171 - CSG Consultants                                                  | 52121       | Cypress Coves II    | Paid by EFT #<br>3509 |             | 07/11/2023   | 07/13/2023 | 06/30/2023           |               | 07/21/2023   | 338.00         |
| Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b> Totals |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | \$338.00       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                               |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | \$338.00       |
| Division <b>000 - Non-Div</b> Totals                                     |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | \$338.00       |
| Department <b>000 - Non-Dept</b> Totals                                  |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | \$338.00       |
| Fund <b>235 - Cypress Cove II AD</b> Totals                              |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | \$338.00       |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                                   | Invoice No. | Invoice Description | Status                | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount  |
|--------------------------------------------------------------------------|-------------|---------------------|-----------------------|-------------|--------------|------------|----------------------|---------------|--------------|-----------------|
| Fund <b>252 - CFD - Dunes No. 2015-1</b>                                 |             |                     |                       |             |              |            |                      |               |              |                 |
| Department <b>000 - Non-Dept</b>                                         |             |                     |                       |             |              |            |                      |               |              |                 |
| Division <b>000 - Non-Div</b>                                            |             |                     |                       |             |              |            |                      |               |              |                 |
| Sub-Division <b>00 - Non-Subdiv</b>                                      |             |                     |                       |             |              |            |                      |               |              |                 |
| Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b>        |             |                     |                       |             |              |            |                      |               |              |                 |
| 10171 - CSG Consultants                                                  | 52119       | Locke Paddon CFD    | Paid by EFT #<br>3509 |             | 07/11/2023   | 07/13/2023 | 06/30/2023           |               | 07/21/2023   | 338.00          |
| 10171 - CSG Consultants                                                  | 52122       | Phase 1C CFD        | Paid by EFT #<br>3509 |             | 07/11/2023   | 07/13/2023 | 07/13/2023           |               | 07/21/2023   | 338.00          |
| Account <b>6300.180 - Prof Svc Eng Svc- Rev Funded Inspection</b> Totals |             |                     |                       |             |              |            | Invoice Transactions | 2             |              | <u>\$676.00</u> |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                               |             |                     |                       |             |              |            | Invoice Transactions | 2             |              | <u>\$676.00</u> |
| Division <b>000 - Non-Div</b> Totals                                     |             |                     |                       |             |              |            | Invoice Transactions | 2             |              | <u>\$676.00</u> |
| Department <b>000 - Non-Dept</b> Totals                                  |             |                     |                       |             |              |            | Invoice Transactions | 2             |              | <u>\$676.00</u> |
| Fund <b>252 - CFD - Dunes No. 2015-1</b> Totals                          |             |                     |                       |             |              |            | Invoice Transactions | 2             |              | <u>\$676.00</u> |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                | Invoice No. | Invoice Description       | Status             | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-------------------------------------------------------|-------------|---------------------------|--------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>422 - Capital Projects - Measure X</b>        |             |                           |                    |             |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                      |             |                           |                    |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                         |             |                           |                    |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                   |             |                           |                    |             |              |            |                      |               |              |                |
| Account <b>6300.570 - Prof Svc Other</b>              |             |                           |                    |             |              |            |                      |               |              |                |
| 10171 - CSG Consultants                               | 52123       | Annual Street Resurfacing | Paid by EFT # 3509 |             | 07/11/2023   | 07/13/2023 | 06/30/2023           |               | 07/21/2023   | 3,850.00       |
| Account <b>6300.570 - Prof Svc Other</b> Totals       |             |                           |                    |             |              |            | Invoice Transactions | 1             |              | \$3,850.00     |
| Sub-Division <b>00 - Non-Subdiv</b> Totals            |             |                           |                    |             |              |            | Invoice Transactions | 1             |              | \$3,850.00     |
| Division <b>000 - Non-Div</b> Totals                  |             |                           |                    |             |              |            | Invoice Transactions | 1             |              | \$3,850.00     |
| Department <b>000 - Non-Dept</b> Totals               |             |                           |                    |             |              |            | Invoice Transactions | 1             |              | \$3,850.00     |
| Fund <b>422 - Capital Projects - Measure X</b> Totals |             |                           |                    |             |              |            | Invoice Transactions | 1             |              | \$3,850.00     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                          | Invoice No.    | Invoice Description                         | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-------------------------------------------------|----------------|---------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| <b>Fund 462 - City Capital Projects</b>         |                |                                             |                        |             |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                |                |                                             |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                   |                |                                             |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>             |                |                                             |                        |             |              |            |                      |               |              |                |
| Account <b>6300.570 - Prof Svc Other</b>        |                |                                             |                        |             |              |            |                      |               |              |                |
| 10171 - CSG Consultants                         | 52125          | Imjin Widening                              | Paid by EFT # 3509     |             | 07/11/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 13,292.00      |
| 10268 - Harris & Associates                     | 57665-2        | Imjin Parkway Improvement Plan              | Paid by Check # 102804 |             | 05/24/2023   | 07/11/2023 | 06/30/2023           |               | 07/21/2023   | 18,559.60      |
| 10268 - Harris & Associates                     | 57837-3        | Imjin Parkway Improvement Plan              | Paid by Check # 102804 |             | 06/02/2023   | 07/11/2023 | 06/30/2023           |               | 07/21/2023   | 30,614.17      |
| 10316 - Kimley-Horn & Associates                | 097789008-0523 | Imjin Parkway PS&E                          | Paid by Check # 102807 |             | 05/31/2023   | 07/11/2023 | 06/30/2023           |               | 07/21/2023   | 15,831.00      |
| 10425 - Monterey Peninsula Engineering          | 23-06-14       | FY 22/23 California Ave Pedestrian Crossing | Paid by Check # 102815 |             | 06/29/2023   | 07/13/2023 | 06/30/2023           |               | 07/21/2023   | 24,709.50      |
| 10425 - Monterey Peninsula Engineering          | 23-06-18       | Dr Martin Luther King Jr Sculpture Garden   | Paid by Check # 102815 |             | 07/11/2023   | 07/17/2023 | 07/17/2023           |               | 07/21/2023   | 191,381.30     |
| 11802 - Baker Tilly US, LLP                     | BT2481183      | Analysis of Equestrian Boarding 2023        | Paid by Check # 102795 |             | 07/12/2023   | 07/13/2023 | 07/13/2023           |               | 07/21/2023   | 247.50         |
| 11884 - National Construction Rentals, Inc.     | 1630337        | 2nd Ave & 8th Street                        | Paid by Check # 102817 |             | 06/20/2023   | 07/13/2023 | 06/30/2023           |               | 07/21/2023   | 1,995.12       |
| 11266 - Verde Design, Inc.                      | 21-2012501     | FY 22/23 Gloria Jean Tate Park              | Paid by Check # 102826 |             | 12/05/2022   | 07/13/2023 | 06/30/2023           |               | 07/21/2023   | 6,072.42       |
| 11266 - Verde Design, Inc.                      | 22-2012501     | FY 22/23 Gloria Jean Tate Park              | Paid by Check # 102826 |             | 02/06/2023   | 07/13/2023 | 06/30/2023           |               | 07/21/2023   | 2,286.25       |
| 11266 - Verde Design, Inc.                      | 23-2012501     | FY 22/23 Gloria Jean Tate Park              | Paid by Check # 102826 |             | 03/03/2023   | 07/13/2023 | 06/30/2023           |               | 07/21/2023   | 1,117.50       |
| Account <b>6300.570 - Prof Svc Other</b> Totals |                |                                             |                        |             |              |            | Invoice Transactions | 11            |              | \$306,106.36   |
| Sub-Division <b>00 - Non-Subdiv</b> Totals      |                |                                             |                        |             |              |            | Invoice Transactions | 11            |              | \$306,106.36   |
| Division <b>000 - Non-Div</b> Totals            |                |                                             |                        |             |              |            | Invoice Transactions | 11            |              | \$306,106.36   |
| Department <b>000 - Non-Dept</b> Totals         |                |                                             |                        |             |              |            | Invoice Transactions | 11            |              | \$306,106.36   |
| Fund <b>462 - City Capital Projects</b> Totals  |                |                                             |                        |             |              |            | Invoice Transactions | 11            |              | \$306,106.36   |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                                                                   | Invoice No. | Invoice Description                                    | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|--------------------------------------------------------------------------|-------------|--------------------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>555 - Marina Airport</b>                                         |             |                                                        |                        |             |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                                         |             |                                                        |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                            |             |                                                        |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                      |             |                                                        |                        |             |              |            |                      |               |              |                |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b>                        |             |                                                        |                        |             |              |            |                      |               |              |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority                | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation        | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023           |               | 07/21/2023   | 1,198.00       |
| Account <b>6120.100 - Workers Comp Ins WC Ins</b> Totals                 |             |                                                        |                        |             |              |            | Invoice Transactions |               | 1            | \$1,198.00     |
| Account <b>6300.570 - Prof Svc Other</b>                                 |             |                                                        |                        |             |              |            |                      |               |              |                |
| 10008 - Monterey County Department of Health - EHB                       | FA0820583   | FY 22-23 AST Petroleum; surcharge; surcharge oversight | Paid by Check # 102814 |             | 07/14/2023   | 07/14/2023 | 06/30/2023           |               | 07/21/2023   | 1,501.00       |
| Account <b>6300.570 - Prof Svc Other</b> Totals                          |             |                                                        |                        |             |              |            | Invoice Transactions |               | 1            | \$1,501.00     |
| Account <b>6360.450 - Maint &amp; Repairs Maint &amp; Repairs</b>        |             |                                                        |                        |             |              |            |                      |               |              |                |
| 10728 - Ace Hardware-Public Works                                        | 85807       | Airport Supplies                                       | Paid by Check # 102791 |             | 07/10/2023   | 07/13/2023 | 07/13/2023           |               | 07/21/2023   | 34.94          |
| Account <b>6360.450 - Maint &amp; Repairs Maint &amp; Repairs</b> Totals |             |                                                        |                        |             |              |            | Invoice Transactions |               | 1            | \$34.94        |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                    |             |                                                        |                        |             |              |            |                      |               |              |                |
| 10349 - Marina Coast Water District                                      | June 56 043 | FY 22/23 761 Neeson Rd                                 | Paid by Check # 102810 |             | 07/17/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 210.79         |
| 10349 - Marina Coast Water District                                      | June 56 044 | FY 22/23 781 Neeson Rd                                 | Paid by Check # 102810 |             | 07/17/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 176.98         |
| 10349 - Marina Coast Water District                                      | June 56 051 | FY 22/23 721 Neeson Rd                                 | Paid by Check # 102810 |             | 07/17/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 205.44         |
| 10349 - Marina Coast Water District                                      | June 56 092 | FY 22/23 741 Neeson Rd                                 | Paid by Check # 102810 |             | 07/17/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 1,391.74       |
| 10349 - Marina Coast Water District                                      | June 56 096 | FY 22/23 3271 Imjin Rd                                 | Paid by Check # 102810 |             | 07/17/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 131.90         |
| 10349 - Marina Coast Water District                                      | June 56 097 | FY 22/23 3200 Imjin Rd                                 | Paid by Check # 102810 |             | 07/17/2023   | 07/17/2023 | 06/30/2023           |               | 07/21/2023   | 533.03         |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals             |             |                                                        |                        |             |              |            | Invoice Transactions |               | 6            | \$2,649.88     |
| Account <b>6600.350 - Other Charges Insur - Property</b>                 |             |                                                        |                        |             |              |            |                      |               |              |                |
| 10375 - MBASIA-Monterey Bay Area Self Insurance Authority                | 230701-07   | EAP/Worker's Comp/Prop/Liab. Premium Allocation        | Paid by Check # 102812 |             | 07/01/2023   | 07/11/2023 | 07/11/2023           |               | 07/21/2023   | 108,122.15     |
| Account <b>6600.350 - Other Charges Insur - Property</b> Totals          |             |                                                        |                        |             |              |            | Invoice Transactions |               | 1            | \$108,122.15   |
| Account <b>6600.490 - Other Charges Membership Prof Orgs</b>             |             |                                                        |                        |             |              |            |                      |               |              |                |
| 10051 - Association of California Airports                               | ACA0715     | Membership Fee for FY 23-24                            | Paid by Check # 102793 |             | 07/14/2023   | 07/14/2023 | 07/14/2023           |               | 07/21/2023   | 75.00          |
| Account <b>6600.490 - Other Charges Membership Prof Orgs</b> Totals      |             |                                                        |                        |             |              |            | Invoice Transactions |               | 1            | \$75.00        |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                               |             |                                                        |                        |             |              |            | Invoice Transactions |               | 11           | \$113,580.97   |
| Division <b>000 - Non-Div</b> Totals                                     |             |                                                        |                        |             |              |            | Invoice Transactions |               | 11           | \$113,580.97   |
| Department <b>000 - Non-Dept</b> Totals                                  |             |                                                        |                        |             |              |            | Invoice Transactions |               | 11           | \$113,580.97   |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/21/23 - 07/21/23

| Vendor                           | Invoice No. | Invoice Description | Status | Held Reason | Invoice Date | Due Date | G/L Date | Received Date        | Payment Date | Invoice Amount |
|----------------------------------|-------------|---------------------|--------|-------------|--------------|----------|----------|----------------------|--------------|----------------|
| Fund 555 - Marina Airport Totals |             |                     |        |             |              |          |          | Invoice Transactions | 11           | \$113,580.97   |
| Grand Totals                     |             |                     |        |             |              |          |          | Invoice Transactions | 139          | \$1,674,585.24 |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                                     | Invoice No.  | Invoice Description                      | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date        | Payment Date | Invoice Amount |
|----------------------------------------------------------------------------|--------------|------------------------------------------|------------------------|-------------|--------------|------------|------------|----------------------|--------------|----------------|
| <b>Fund 100 - General Fund</b>                                             |              |                                          |                        |             |              |            |            |                      |              |                |
| Department <b>120 - City Mgr/HR/Risk</b>                                   |              |                                          |                        |             |              |            |            |                      |              |                |
| Division <b>000 - Non-Div</b>                                              |              |                                          |                        |             |              |            |            |                      |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                        |              |                                          |                        |             |              |            |            |                      |              |                |
| Account <b>6300.305 - Prof Svc HR - Citywide Recruit/Background</b>        |              |                                          |                        |             |              |            |            |                      |              |                |
| 11869 - Agile Occupational Medicine PC                                     | 463680       | Agile Occupational Medicine - Pre Emp Px | Paid by EFT # 3537     |             | 07/20/2023   | 07/20/2023 | 07/20/2023 |                      | 07/28/2023   | 202.00         |
| Account <b>6300.305 - Prof Svc HR - Citywide Recruit/Background</b> Totals |              |                                          |                        |             |              |            |            | Invoice Transactions | 1            | \$202.00       |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b>             |              |                                          |                        |             |              |            |            |                      |              |                |
| 10732 - Office Depot-General Account                                       | 921069738001 | Acc# 29838421                            | Paid by Check # 102855 |             | 07/06/2023   | 07/12/2023 | 07/12/2023 |                      | 07/28/2023   | 1,249.98       |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b> Totals      |              |                                          |                        |             |              |            |            | Invoice Transactions | 1            | \$1,249.98     |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                 |              |                                          |                        |             |              |            |            | Invoice Transactions | 2            | \$1,451.98     |
| Division <b>000 - Non-Div</b> Totals                                       |              |                                          |                        |             |              |            |            | Invoice Transactions | 2            | \$1,451.98     |
| Department <b>120 - City Mgr/HR/Risk</b> Totals                            |              |                                          |                        |             |              |            |            | Invoice Transactions | 2            | \$1,451.98     |
| Department <b>130 - Finance</b>                                            |              |                                          |                        |             |              |            |            |                      |              |                |
| Division <b>000 - Non-Div</b>                                              |              |                                          |                        |             |              |            |            |                      |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                        |              |                                          |                        |             |              |            |            |                      |              |                |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b>             |              |                                          |                        |             |              |            |            |                      |              |                |
| 10732 - Office Depot-General Account                                       | 321070891001 | Acc# 29838421                            | Paid by Check # 102855 |             | 07/05/2023   | 07/12/2023 | 07/12/2023 |                      | 07/28/2023   | 384.98         |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b> Totals      |              |                                          |                        |             |              |            |            | Invoice Transactions | 1            | \$384.98       |
| Account <b>6600.625 - Other Charges Printing Svc</b>                       |              |                                          |                        |             |              |            |            |                      |              |                |
| 11790 - Quality Print & Copy                                               | 23568        | BC Mary M.                               | Paid by Check # 102859 |             | 07/20/2023   | 07/21/2023 | 07/21/2023 |                      | 07/28/2023   | 103.79         |
| Account <b>6600.625 - Other Charges Printing Svc</b> Totals                |              |                                          |                        |             |              |            |            | Invoice Transactions | 1            | \$103.79       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                 |              |                                          |                        |             |              |            |            | Invoice Transactions | 2            | \$488.77       |
| Division <b>000 - Non-Div</b> Totals                                       |              |                                          |                        |             |              |            |            | Invoice Transactions | 2            | \$488.77       |
| Department <b>130 - Finance</b> Totals                                     |              |                                          |                        |             |              |            |            | Invoice Transactions | 2            | \$488.77       |
| Department <b>190 - Citywide Non-Dept</b>                                  |              |                                          |                        |             |              |            |            |                      |              |                |
| Division <b>000 - Non-Div</b>                                              |              |                                          |                        |             |              |            |            |                      |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                        |              |                                          |                        |             |              |            |            |                      |              |                |
| Account <b>6150.500 - Medical Vision</b>                                   |              |                                          |                        |             |              |            |            |                      |              |                |
| 10607 - Vision Service Plan                                                | 08-01-.23    | VSP Adjustment (08/2023)                 | Paid by Check # 102878 |             | 08/01/2023   | 08/01/2023 | 08/01/2023 |                      | 07/28/2023   | 49.02          |
| Account <b>6150.500 - Medical Vision</b> Totals                            |              |                                          |                        |             |              |            |            | Invoice Transactions | 1            | \$49.02        |
| Account <b>6300.570 - Prof Svc Other</b>                                   |              |                                          |                        |             |              |            |            |                      |              |                |
| 11425 - Formation Environmental, LLC                                       | 7865         | Groundwater Sustainability Plan          | Paid by Check # 102843 |             | 07/14/2023   | 07/17/2023 | 07/17/2023 |                      | 07/28/2023   | 5,043.75       |
| Account <b>6300.570 - Prof Svc Other</b> Totals                            |              |                                          |                        |             |              |            |            | Invoice Transactions | 1            | \$5,043.75     |
| Account <b>6380.150 - Utilities Comm Phone System</b>                      |              |                                          |                        |             |              |            |            |                      |              |                |
| 10758 - AT & T CALNET3                                                     | 20246353     | CALNET3-9391023482 (884-0985)            | Paid by Check # 102835 |             | 07/15/2023   | 07/21/2023 | 07/21/2023 |                      | 07/28/2023   | 26.86          |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                        | Invoice No.      | Invoice Description                     | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date           | Payment Date | Invoice Amount |
|---------------------------------------------------------------|------------------|-----------------------------------------|------------------------|-------------|--------------|------------|------------|-------------------------|--------------|----------------|
| <b>Fund 100 - General Fund</b>                                |                  |                                         |                        |             |              |            |            |                         |              |                |
| Department <b>190 - Citywide Non-Dept</b>                     |                  |                                         |                        |             |              |            |            |                         |              |                |
| Division <b>000 - Non-Div</b>                                 |                  |                                         |                        |             |              |            |            |                         |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                           |                  |                                         |                        |             |              |            |            |                         |              |                |
| Account <b>6380.150 - Utilities Comm Phone System</b>         |                  |                                         |                        |             |              |            |            |                         |              |                |
| 10758 - AT & T CALNET3                                        | 20246355         | CALNET3-9391023485 (884-2573)           | Paid by Check # 102835 |             | 07/15/2023   | 07/21/2023 | 07/21/2023 |                         | 07/28/2023   | 27.90          |
| 10758 - AT & T CALNET3                                        | 20246360         | CALNET3-9391023490 (884-9568)           | Paid by Check # 102835 |             | 07/15/2023   | 07/21/2023 | 07/21/2023 |                         | 07/28/2023   | 50.63          |
| 10758 - AT & T CALNET3                                        | 20246361         | CALNET3-9391023491 (884-9654)           | Paid by Check # 102835 |             | 07/15/2023   | 07/21/2023 | 07/21/2023 |                         | 07/28/2023   | 87.86          |
| Account <b>6380.150 - Utilities Comm Phone System</b> Totals  |                  |                                         |                        |             |              |            |            | Invoice Transactions 4  |              | \$193.25       |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b>        |                  |                                         |                        |             |              |            |            |                         |              |                |
| 10463 - Pacific Gas & Electric                                | July 23- 795-7   | PG&E - 4467294795-7                     | Paid by Check # 102856 |             | 07/21/2023   | 07/12/2023 | 07/12/2023 |                         | 07/28/2023   | 374.19         |
| 10463 - Pacific Gas & Electric                                | July 23- 172-2   | PG&E - 5618207172-2                     | Paid by Check # 102856 |             | 07/20/2023   | 07/12/2023 | 07/12/2023 |                         | 07/28/2023   | 930.63         |
| 10463 - Pacific Gas & Electric                                | July 23 - 683-2  | PG&E 6217294683-2                       | Paid by Check # 102856 |             | 07/20/2023   | 07/12/2023 | 07/12/2023 |                         | 07/28/2023   | 587.18         |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals |                  |                                         |                        |             |              |            |            | Invoice Transactions 3  |              | \$1,892.00     |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>         |                  |                                         |                        |             |              |            |            |                         |              |                |
| 10349 - Marina Coast Water District                           | 000056025 071423 | 327 Reindollar Ave                      | Paid by Check # 102851 |             | 07/14/2023   | 07/24/2023 | 07/24/2023 |                         | 07/28/2023   | 71.92          |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals  |                  |                                         |                        |             |              |            |            | Invoice Transactions 1  |              | \$71.92        |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                    |                  |                                         |                        |             |              |            |            | Invoice Transactions 10 |              | \$7,249.94     |
| Division <b>000 - Non-Div</b> Totals                          |                  |                                         |                        |             |              |            |            | Invoice Transactions 10 |              | \$7,249.94     |
| Department <b>190 - Citywide Non-Dept</b> Totals              |                  |                                         |                        |             |              |            |            | Invoice Transactions 10 |              | \$7,249.94     |
| Department <b>210 - Police</b>                                |                  |                                         |                        |             |              |            |            |                         |              |                |
| Division <b>000 - Non-Div</b>                                 |                  |                                         |                        |             |              |            |            |                         |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                           |                  |                                         |                        |             |              |            |            |                         |              |                |
| Account <b>6300.570 - Prof Svc Other</b>                      |                  |                                         |                        |             |              |            |            |                         |              |                |
| 10326 - Language Line, LLC                                    | 11011763         | Acct #9020101064                        | Paid by Check # 102847 |             | 05/31/2023   | 07/19/2023 | 06/30/2023 |                         | 07/28/2023   | 45.12          |
| 10326 - Language Line, LLC                                    | 11035559         | Acct #9020101064                        | Paid by Check # 102847 |             | 06/30/2023   | 07/19/2023 | 06/30/2023 |                         | 07/28/2023   | 129.72         |
| Account <b>6300.570 - Prof Svc Other</b> Totals               |                  |                                         |                        |             |              |            |            | Invoice Transactions 2  |              | \$174.84       |
| Account <b>6360.050 - Maint &amp; Repairs Building</b>        |                  |                                         |                        |             |              |            |            |                         |              |                |
| 10239 - First Alarm                                           | 761512           | Cust #9537 - Marina Public Safety Dept. | Paid by EFT # 3541     |             | 06/28/2023   | 07/19/2023 | 06/30/2023 |                         | 07/28/2023   | 206.25         |
| Account <b>6360.050 - Maint &amp; Repairs Building</b> Totals |                  |                                         |                        |             |              |            |            | Invoice Transactions 1  |              | \$206.25       |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>   |                  |                                         |                        |             |              |            |            |                         |              |                |
| 10129 - Cintas Corporation                                    | 4156784569       | Mat Service - Police/Fire 05/26/23      | Paid by Check # 102840 |             | 05/26/2023   | 07/21/2023 | 07/21/2023 |                         | 07/28/2023   | 37.59          |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                             | Invoice No.  | Invoice Description               | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date | Invoice Amount         |
|--------------------------------------------------------------------|--------------|-----------------------------------|------------------------|-------------|--------------|------------|------------|---------------|--------------|------------------------|
| <b>Fund 100 - General Fund</b>                                     |              |                                   |                        |             |              |            |            |               |              |                        |
| Department <b>210 - Police</b>                                     |              |                                   |                        |             |              |            |            |               |              |                        |
| Division <b>000 - Non-Div</b>                                      |              |                                   |                        |             |              |            |            |               |              |                        |
| Sub-Division <b>00 - Non-Subdiv</b>                                |              |                                   |                        |             |              |            |            |               |              |                        |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>        |              |                                   |                        |             |              |            |            |               |              |                        |
| 10981 - Sentry Alarm Systems of America, Inc.                      | 2216328      | Cust #1840                        | Paid by Check # 102862 |             | 04/15/2023   | 07/25/2023 | 07/25/2023 |               | 07/28/2023   | 540.90                 |
| 10981 - Sentry Alarm Systems of America, Inc.                      | 2216329      | Cust #1840                        | Paid by Check # 102862 |             | 04/15/2023   | 07/25/2023 | 07/25/2023 |               | 07/28/2023   | 150.00                 |
| 10981 - Sentry Alarm Systems of America, Inc.                      | 2224238      | Cust #1840                        | Paid by Check # 102862 |             | 07/15/2023   | 07/25/2023 | 07/25/2023 |               | 07/28/2023   | 540.90                 |
| 10981 - Sentry Alarm Systems of America, Inc.                      | 2224239      | Cust #1840                        | Paid by Check # 102862 |             | 07/15/2023   | 07/25/2023 | 07/25/2023 |               | 07/28/2023   | 150.00                 |
| 10592 - U.S. Bank Equipment Finance-USbancorp                      | 502460447    | Customer Credit Acct #598296      | Paid by Check # 102865 |             | 05/27/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 1,400.13               |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b> Totals |              |                                   |                        |             |              |            |            |               |              | Invoice Transactions 6 |
|                                                                    |              |                                   |                        |             |              |            |            |               |              | \$2,819.52             |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b>        |              |                                   |                        |             |              |            |            |               |              |                        |
| 10603 - Verizon Wireless                                           | 9935163969   | Acct #272493672-00001             | Paid by EFT # 3547     |             | 05/18/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 1,751.42               |
| 10603 - Verizon Wireless                                           | 9937527352   | Acct #272493672-00001             | Paid by EFT # 3547     |             | 06/18/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 1,828.24               |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b> Totals |              |                                   |                        |             |              |            |            |               |              | Invoice Transactions 2 |
|                                                                    |              |                                   |                        |             |              |            |            |               |              | \$3,579.66             |
| Account <b>6380.150 - Utilities Comm Phone System</b>              |              |                                   |                        |             |              |            |            |               |              |                        |
| 10758 - AT & T CALNET3                                             | 20246384     | CALNET3-9391023435 (237-267-6922) | Paid by Check # 102835 |             | 07/15/2023   | 07/21/2023 | 07/21/2023 |               | 07/28/2023   | 170.73                 |
| 10053 - AT & T                                                     | 06-21-23     | Acct #051 935-4017 001            | Paid by Check # 102834 |             | 06/21/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 44.79                  |
| 10053 - AT & T                                                     | 07-01-2023   | Acct #248 134-7275 428 0          | Paid by Check # 102834 |             | 07/01/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 17.13                  |
| 10053 - AT & T                                                     | 05-21-23     | Acct #051 935-4017 001            | Paid by Check # 102834 |             | 05/21/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 44.79                  |
| 10053 - AT & T                                                     | 06-01-23     | Acct #248 134-7275 428 0          | Paid by Check # 102834 |             | 06/01/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 17.13                  |
| 10758 - AT & T CALNET3                                             | 000020246349 | BAN #9391023478                   | Paid by Check # 102835 |             | 07/15/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 52.18                  |
| Account <b>6380.150 - Utilities Comm Phone System</b> Totals       |              |                                   |                        |             |              |            |            |               |              | Invoice Transactions 6 |
|                                                                    |              |                                   |                        |             |              |            |            |               |              | \$346.75               |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>              |              |                                   |                        |             |              |            |            |               |              |                        |
| 10349 - Marina Coast Water District                                | 06-30-23 A   | Acct #000056 091                  | Paid by Check # 102851 |             | 06/30/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 176.98                 |
| 10349 - Marina Coast Water District                                | 06-30-23 B   | Acct #014874 000                  | Paid by Check # 102851 |             | 06/30/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 141.82                 |
| 10349 - Marina Coast Water District                                | 04-27-23 A   | Acct #000056 091                  | Paid by Check # 102851 |             | 04/27/2023   | 07/25/2023 | 06/30/2023 |               | 07/28/2023   | 178.72                 |



# Accounts Payable by G/L Distribution Report

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| Vendor                                                                      | Invoice No. | Invoice Description                 | Status                    | Held Reason | Invoice Date | Due Date   | G/L Date               | Received Date | Payment Date | Invoice Amount |
|-----------------------------------------------------------------------------|-------------|-------------------------------------|---------------------------|-------------|--------------|------------|------------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                              |             |                                     |                           |             |              |            |                        |               |              |                |
| Department <b>210 - Police</b>                                              |             |                                     |                           |             |              |            |                        |               |              |                |
| Division <b>000 - Non-Div</b>                                               |             |                                     |                           |             |              |            |                        |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                         |             |                                     |                           |             |              |            |                        |               |              |                |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                       |             |                                     |                           |             |              |            |                        |               |              |                |
| 10349 - Marina Coast Water District                                         | 05-31-23 A  | Acct #000056 091                    | Paid by Check<br># 102851 |             | 07/25/2023   | 07/25/2023 | 06/30/2023             |               | 07/28/2023   | 156.44         |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals                |             |                                     |                           |             |              |            | Invoice Transactions 4 |               |              | \$653.96       |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>        |             |                                     |                           |             |              |            |                        |               |              |                |
| 11324 - Wex Bank (former Chevron Fuel Cards)                                | 89934885    | Acct #0496-00-52150-7               | Paid by EFT #<br>3548     |             | 07/23/2023   | 07/19/2023 | 06/30/2023             |               | 07/28/2023   | 572.31         |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals |             |                                     |                           |             |              |            | Invoice Transactions 1 |               |              | \$572.31       |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b>              |             |                                     |                           |             |              |            |                        |               |              |                |
| 10498 - Quill Corporation                                                   | 32379221    | Acct # 7474999                      | Paid by Check<br># 102860 |             | 05/08/2023   | 07/19/2023 | 06/30/2023             |               | 07/28/2023   | 599.54         |
| 10498 - Quill Corporation                                                   | 32796954    | Acct # 7474999                      | Paid by Check<br># 102860 |             | 06/01/2023   | 07/19/2023 | 06/30/2023             |               | 07/28/2023   | 212.97         |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b> Totals       |             |                                     |                           |             |              |            | Invoice Transactions 2 |               |              | \$812.51       |
| Account <b>6400.720 - Material &amp; Suppl Safety Equip</b>                 |             |                                     |                           |             |              |            |                        |               |              |                |
| 10490 - Proforce                                                            | 518996      | Cust #002247                        | Paid by Check<br># 102858 |             | 05/15/2023   | 07/19/2023 | 06/30/2023             |               | 07/28/2023   | 1,048.80       |
| Account <b>6400.720 - Material &amp; Suppl Safety Equip</b> Totals          |             |                                     |                           |             |              |            | Invoice Transactions 1 |               |              | \$1,048.80     |
| Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b>           |             |                                     |                           |             |              |            |                        |               |              |                |
| 10594 - V&V Manufacturing                                                   | 57017       | Marina PD                           | Paid by Check<br># 102868 |             | 05/04/2023   | 07/19/2023 | 06/30/2023             |               | 07/28/2023   | 223.84         |
| 10594 - V&V Manufacturing                                                   | 57470       | Marina PD                           | Paid by Check<br># 102868 |             | 07/19/2023   | 07/19/2023 | 06/30/2023             |               | 07/28/2023   | 117.92         |
| Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b> Totals    |             |                                     |                           |             |              |            | Invoice Transactions 2 |               |              | \$341.76       |
| Account <b>6400.800 - Material &amp; Suppl Uniform</b>                      |             |                                     |                           |             |              |            |                        |               |              |                |
| 10309 - Salinas Valley Pro Squad                                            | 321158      | Sxochil                             | Paid by Check<br># 102861 |             | 04/01/2023   | 07/19/2023 | 06/30/2023             |               | 07/28/2023   | 317.88         |
| 10309 - Salinas Valley Pro Squad                                            | 321159      | Barnet                              | Paid by Check<br># 102861 |             | 04/12/2023   | 07/19/2023 | 06/30/2023             |               | 07/28/2023   | 317.88         |
| 10309 - Salinas Valley Pro Squad                                            | 321163      | Dhillon                             | Paid by Check<br># 102861 |             | 05/22/2023   | 07/19/2023 | 06/30/2023             |               | 07/28/2023   | 349.56         |
| 10309 - Salinas Valley Pro Squad                                            | 321235      | Barnet                              | Paid by Check<br># 102861 |             | 05/24/2023   | 07/19/2023 | 06/30/2023             |               | 07/28/2023   | 174.78         |
| Account <b>6400.800 - Material &amp; Suppl Uniform</b> Totals               |             |                                     |                           |             |              |            | Invoice Transactions 4 |               |              | \$1,160.10     |
| Account <b>6500.620 - Training &amp; Travel POST</b>                        |             |                                     |                           |             |              |            |                        |               |              |                |
| 10641 - Carr, Jeffery                                                       | 06-11-2023  | DO NOT MAIL - Per Diem for J. Carr  | Paid by Check<br># 102872 |             | 06/11/2023   | 07/21/2023 | 06/30/2023             |               | 07/28/2023   | 220.00         |
| 10692 - Russo, Steven                                                       | 06-05-2023  | DO NOT MAIL - Per Diem for S. Russo | Paid by Check<br># 102876 |             | 06/05/2023   | 07/21/2023 | 06/30/2023             |               | 07/28/2023   | 40.00          |



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| Vendor                                                                            | Invoice No. | Invoice Description                                 | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date | Invoice Amount          |
|-----------------------------------------------------------------------------------|-------------|-----------------------------------------------------|------------------------|-------------|--------------|------------|------------|---------------|--------------|-------------------------|
| <b>Fund 100 - General Fund</b>                                                    |             |                                                     |                        |             |              |            |            |               |              |                         |
| Department <b>210 - Police</b>                                                    |             |                                                     |                        |             |              |            |            |               |              |                         |
| Division <b>000 - Non-Div</b>                                                     |             |                                                     |                        |             |              |            |            |               |              |                         |
| Sub-Division <b>00 - Non-Subdiv</b>                                               |             |                                                     |                        |             |              |            |            |               |              |                         |
| Account <b>6500.620 - Training &amp; Travel POST</b>                              |             |                                                     |                        |             |              |            |            |               |              |                         |
| 11604 - Ryan Parra                                                                | 06-04-2023  | DO NOT MAIL - Per Diem for R .Parra                 | Paid by Check # 102877 |             | 06/04/2023   | 07/21/2023 | 06/30/2023 |               | 07/28/2023   | 506.00                  |
| Account <b>6500.620 - Training &amp; Travel POST</b> Totals                       |             |                                                     |                        |             |              |            |            |               |              | Invoice Transactions 3  |
|                                                                                   |             |                                                     |                        |             |              |            |            |               |              | \$766.00                |
| Account <b>6500.700 - Training &amp; Travel Training &amp; Travel</b>             |             |                                                     |                        |             |              |            |            |               |              |                         |
| 10095 - California Police Chiefs Association                                      | 2545        | WLLE - Fernando, Barnet, Ruelas, Shimabukuro        | Paid by Check # 102837 |             | 05/25/2023   | 07/25/2023 | 07/25/2023 |               | 07/28/2023   | 1,800.00                |
| 11892 - Lizette Rocha-Alvarez - Emp                                               | 06-18-2023  | Per Diem - L. Rocha                                 | Paid by Check # 102849 |             | 06/18/2023   | 07/25/2023 | 06/30/2023 |               | 07/28/2023   | 266.00                  |
| Account <b>6500.700 - Training &amp; Travel Training &amp; Travel</b> Totals      |             |                                                     |                        |             |              |            |            |               |              | Invoice Transactions 2  |
|                                                                                   |             |                                                     |                        |             |              |            |            |               |              | \$2,066.00              |
| Account <b>6600.485 - Other Charges Medical Svc - Investigations</b>              |             |                                                     |                        |             |              |            |            |               |              |                         |
| 11726 - Uretsky Security                                                          | 9386        | Rhodes, Justin                                      | Paid by Check # 102867 |             | 04/10/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 1,521.45                |
| 11726 - Uretsky Security                                                          | 9397        | Villacana, Nancy                                    | Paid by Check # 102867 |             | 04/10/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 450.00                  |
| 11726 - Uretsky Security                                                          | 9374        | Maciel Garcia, Miriam                               | Paid by Check # 102867 |             | 04/10/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 1,326.86                |
| Account <b>6600.485 - Other Charges Medical Svc - Investigations</b> Totals       |             |                                                     |                        |             |              |            |            |               |              | Invoice Transactions 3  |
|                                                                                   |             |                                                     |                        |             |              |            |            |               |              | \$3,298.31              |
| Account <b>6600.780 - Other Charges Transcription Svc</b>                         |             |                                                     |                        |             |              |            |            |               |              |                         |
| 10544 - SpeakWrite                                                                | b18a8fo8    | City of Marina CA Police Dept Billing Acct          | Paid by Check # 102864 |             | 05/01/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 1,356.61                |
| 10544 - SpeakWrite                                                                | f2e67a9f    | City of Marina CA Police Dept Billing Acct          | Paid by Check # 102864 |             | 07/01/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 1,128.97                |
| Account <b>6600.780 - Other Charges Transcription Svc</b> Totals                  |             |                                                     |                        |             |              |            |            |               |              | Invoice Transactions 2  |
|                                                                                   |             |                                                     |                        |             |              |            |            |               |              | \$2,485.58              |
| Account <b>6600.850 - Other Charges K9 / Animal Supplies &amp; Vet Svc</b>        |             |                                                     |                        |             |              |            |            |               |              |                         |
| 10037 - Andon Laundrymat Service                                                  | 1-A         | Ticket #6685 - 06-12-23                             | Paid by Check # 102831 |             | 07/01/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 51.00                   |
| 11791 - Carey Harold Lindgre Lindgren's Canine Consultation Services              | 06-12-23    | Monthly Maintenance K-9 Training - June 5, 12, 2023 | Paid by Check # 102848 |             | 06/12/2023   | 07/19/2023 | 06/30/2023 |               | 07/28/2023   | 125.00                  |
| Account <b>6600.850 - Other Charges K9 / Animal Supplies &amp; Vet Svc</b> Totals |             |                                                     |                        |             |              |            |            |               |              | Invoice Transactions 2  |
|                                                                                   |             |                                                     |                        |             |              |            |            |               |              | \$176.00                |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                        |             |                                                     |                        |             |              |            |            |               |              | Invoice Transactions 43 |
|                                                                                   |             |                                                     |                        |             |              |            |            |               |              | \$20,508.35             |
| Division <b>000 - Non-Div</b> Totals                                              |             |                                                     |                        |             |              |            |            |               |              | Invoice Transactions 43 |
|                                                                                   |             |                                                     |                        |             |              |            |            |               |              | \$20,508.35             |
| Department <b>210 - Police</b> Totals                                             |             |                                                     |                        |             |              |            |            |               |              | Invoice Transactions 43 |
|                                                                                   |             |                                                     |                        |             |              |            |            |               |              | \$20,508.35             |



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| Vendor                                                                 | Invoice No. | Invoice Description                                           | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date               | Received Date | Payment Date | Invoice Amount |
|------------------------------------------------------------------------|-------------|---------------------------------------------------------------|------------------------|-------------|--------------|------------|------------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                         |             |                                                               |                        |             |              |            |                        |               |              |                |
| Department <b>250 - Fire</b>                                           |             |                                                               |                        |             |              |            |                        |               |              |                |
| Division <b>000 - Non-Div</b>                                          |             |                                                               |                        |             |              |            |                        |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                    |             |                                                               |                        |             |              |            |                        |               |              |                |
| Account <b>6300.570 - Prof Svc Other</b>                               |             |                                                               |                        |             |              |            |                        |               |              |                |
| 10841 - Carmel Fire Protection Associates - Art Black                  | 123287      | Plan review and inspection Lightfighter Village 229-243 Hayes | Paid by Check # 102839 |             | 07/19/2023   | 07/21/2023 | 07/21/2023             |               | 07/28/2023   | 230.00         |
| 10841 - Carmel Fire Protection Associates - Art Black                  | 123276      | Plan review and inspection Dunes Promenade Bldg 1, 10th St.   | Paid by Check # 102839 |             | 07/08/2023   | 07/21/2023 | 07/21/2023             |               | 07/28/2023   | 200.00         |
| 10841 - Carmel Fire Protection Associates - Art Black                  | 123275      | Plan review and inspection Dunes Promenade Bldg 2, 10th St.   | Paid by Check # 102839 |             | 07/08/2023   | 07/21/2023 | 07/21/2023             |               | 07/28/2023   | 200.00         |
| 10841 - Carmel Fire Protection Associates - Art Black                  | 123274      | Plan review and inspection Dunes Promenade Bldg 3, 10th St.   | Paid by Check # 102839 |             | 07/08/2023   | 07/21/2023 | 07/21/2023             |               | 07/28/2023   | 200.00         |
| 10841 - Carmel Fire Protection Associates - Art Black                  | 123273      | Plan review and inspection Dunes Promenade Bldg 4, 10th St.   | Paid by Check # 102839 |             | 07/08/2023   | 07/21/2023 | 07/21/2023             |               | 07/28/2023   | 200.00         |
| 10841 - Carmel Fire Protection Associates - Art Black                  | 123272      | Plan review and inspection Dunes Promenade Bldg 5, 10th St.   | Paid by Check # 102839 |             | 07/08/2023   | 07/21/2023 | 07/21/2023             |               | 07/28/2023   | 200.00         |
| 10841 - Carmel Fire Protection Associates - Art Black                  | 123271      | Plan review and inspection Dunes Promenade Bldg 6, 10th St.   | Paid by Check # 102839 |             | 07/08/2023   | 07/21/2023 | 07/21/2023             |               | 07/28/2023   | 200.00         |
| 10841 - Carmel Fire Protection Associates - Art Black                  | 123270      | Plan review and inspection Dunes Promenade Bldg 10, 10th St.  | Paid by Check # 102839 |             | 07/08/2023   | 07/21/2023 | 07/21/2023             |               | 07/28/2023   | 200.00         |
| Account <b>6300.570 - Prof Svc Other</b> Totals                        |             |                                                               |                        |             |              |            | Invoice Transactions 8 |               |              | \$1,630.00     |
| Account <b>6360.070 - Maint &amp; Repairs Bdg Public Safety</b>        |             |                                                               |                        |             |              |            |                        |               |              |                |
| 11848 - McDonald Refrigeration Inc                                     | 75644       | PD                                                            | Paid by Check # 102852 |             | 07/12/2023   | 07/17/2023 | 07/17/2023             |               | 07/28/2023   | 1,387.80       |
| Account <b>6360.070 - Maint &amp; Repairs Bdg Public Safety</b> Totals |             |                                                               |                        |             |              |            | Invoice Transactions 1 |               |              | \$1,387.80     |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>            |             |                                                               |                        |             |              |            |                        |               |              |                |
| 10129 - Cintas Corporation                                             | 4156784569  | Mat Service - Police/Fire 05/26/23                            | Paid by Check # 102840 |             | 05/26/2023   | 07/21/2023 | 07/21/2023             |               | 07/28/2023   | 117.48         |



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| Vendor                                                                   | Invoice No.      | Invoice Description                            | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|--------------------------------------------------------------------------|------------------|------------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                           |                  |                                                |                        |             |              |            |                      |               |              |                |
| Department <b>250 - Fire</b>                                             |                  |                                                |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                            |                  |                                                |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                      |                  |                                                |                        |             |              |            |                      |               |              |                |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>              |                  |                                                |                        |             |              |            |                      |               |              |                |
| 10627 - Zoom Imaging Solutions                                           | IN3569008        | Maintenance Contract - 04/17/23 to 07/16/23    | Paid by Check # 102871 |             | 07/13/2023   | 07/21/2023 | 07/21/2023           |               | 07/28/2023   | 39.96          |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b> Totals       |                  |                                                |                        |             |              |            | Invoice Transactions | 2             |              | \$157.44       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                               |                  |                                                |                        |             |              |            | Invoice Transactions | 11            |              | \$3,175.24     |
| Division <b>000 - Non-Div</b> Totals                                     |                  |                                                |                        |             |              |            | Invoice Transactions | 11            |              | \$3,175.24     |
| Department <b>250 - Fire</b> Totals                                      |                  |                                                |                        |             |              |            | Invoice Transactions | 11            |              | \$3,175.24     |
| Department <b>310 - Public Works</b>                                     |                  |                                                |                        |             |              |            |                      |               |              |                |
| Division <b>311 - Buildings &amp; Grounds</b>                            |                  |                                                |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                      |                  |                                                |                        |             |              |            |                      |               |              |                |
| Account <b>6360.040 - Maint &amp; Repairs Backflow Preventers</b>        |                  |                                                |                        |             |              |            |                      |               |              |                |
| 10183 - Marina Backflow Co.                                              | 2786             | 5 locations Neeson, Reservation, Palm          | Paid by Check # 102850 |             | 07/18/2023   | 07/17/2023 | 07/17/2023           |               | 07/28/2023   | 325.00         |
| Account <b>6360.040 - Maint &amp; Repairs Backflow Preventers</b> Totals |                  |                                                |                        |             |              |            | Invoice Transactions | 1             |              | \$325.00       |
| Account <b>6360.065 - Maint &amp; Repairs Bdg NonFlagship</b>            |                  |                                                |                        |             |              |            |                      |               |              |                |
| 10728 - Ace Hardware-Public Works                                        | 085879           | Photo Cells                                    | Paid by Check # 102829 |             | 07/17/2023   | 07/17/2023 | 07/17/2023           |               | 07/28/2023   | 18.56          |
| 10728 - Ace Hardware-Public Works                                        | 085932           | Shop                                           | Paid by Check # 102829 |             | 07/21/2023   | 07/20/2023 | 07/20/2023           |               | 07/28/2023   | 18.52          |
| 10181 - Dave's Repair Service                                            | 35436            | Vapor Tests                                    | Paid by Check # 102841 |             | 07/13/2023   | 07/24/2023 | 07/24/2023           |               | 07/28/2023   | 3,430.69       |
| 10181 - Dave's Repair Service                                            | 35467DG          | Download CM Build Reports                      | Paid by Check # 102841 |             | 07/21/2023   | 07/24/2023 | 07/24/2023           |               | 07/28/2023   | 180.00         |
| 10275 - Home Depot Credit Service                                        | 07-13-23         | 6035322503959813 PW Home Depot                 | Paid by Check # 102845 |             | 07/13/2023   | 07/20/2023 | 07/20/2023           |               | 07/28/2023   | 371.81         |
| 10583 - Underground Service Alert - USA North 811                        | 2023120045       | Vince Dimaggio Memorial Park                   | Paid by Check # 102866 |             | 07/20/2023   | 07/19/2023 | 07/19/2023           |               | 07/28/2023   | 1,477.89       |
| 10583 - Underground Service Alert - USA North 811                        | 23USB120045      | California State Fee for Regulator Costs 23-24 | Paid by Check # 102866 |             | 07/24/2023   | 07/20/2023 | 07/20/2023           |               | 07/28/2023   | 516.06         |
| Account <b>6360.065 - Maint &amp; Repairs Bdg NonFlagship</b> Totals     |                  |                                                |                        |             |              |            | Invoice Transactions | 7             |              | \$6,013.53     |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>          |                  |                                                |                        |             |              |            |                      |               |              |                |
| 10728 - Ace Hardware-Public Works                                        | 085897           | Shop                                           | Paid by Check # 102829 |             | 07/18/2023   | 07/17/2023 | 07/17/2023           |               | 07/28/2023   | 50.23          |
| 10728 - Ace Hardware-Public Works                                        | 085915           | VD Park                                        | Paid by Check # 102829 |             | 07/20/2023   | 07/20/2023 | 07/20/2023           |               | 07/28/2023   | 93.94          |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals   |                  |                                                |                        |             |              |            | Invoice Transactions | 2             |              | \$144.17       |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                    |                  |                                                |                        |             |              |            |                      |               |              |                |
| 10349 - Marina Coast Water District                                      | 000056098 070623 | 3254 Abdy Way (Tate Park-Building)             | Paid by Check # 102851 |             | 07/06/2023   | 07/19/2023 | 07/19/2023           |               | 07/28/2023   | 52.60          |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                          | Invoice No.     | Invoice Description                  | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date                | Received Date | Payment Date | Invoice Amount |
|-----------------------------------------------------------------|-----------------|--------------------------------------|------------------------|-------------|--------------|------------|-------------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                  |                 |                                      |                        |             |              |            |                         |               |              |                |
| Department <b>310 - Public Works</b>                            |                 |                                      |                        |             |              |            |                         |               |              |                |
| Division <b>311 - Buildings &amp; Grounds</b>                   |                 |                                      |                        |             |              |            |                         |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                             |                 |                                      |                        |             |              |            |                         |               |              |                |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>           |                 |                                      |                        |             |              |            |                         |               |              |                |
| 10349 - Marina Coast Water District                             | 000056011070623 | 3254 Abdy Way (Tate-Park Irrigation) | Paid by Check # 102851 |             | 07/06/2023   | 07/19/2023 | 07/19/2023              |               | 07/28/2023   | 2,157.05       |
| 10349 - Marina Coast Water District                             | 000056034070623 | 3240 De Forest Road                  | Paid by Check # 102851 |             | 07/06/2023   | 07/19/2023 | 07/19/2023              |               | 07/28/2023   | 361.46         |
| 10349 - Marina Coast Water District                             | 000056014070623 | 3200 Del Monte Blvd                  | Paid by Check # 102851 |             | 07/06/2023   | 07/19/2023 | 07/19/2023              |               | 07/28/2023   | 2,273.46       |
| 10349 - Marina Coast Water District                             | 000056001071423 | 209-13 Cypress Ave                   | Paid by Check # 102851 |             | 07/14/2023   | 07/24/2023 | 07/24/2023              |               | 07/28/2023   | 86.74          |
| 10349 - Marina Coast Water District                             | 000056019071423 | 211 Hillcrest Ave                    | Paid by Check # 102851 |             | 07/14/2023   | 07/24/2023 | 07/24/2023              |               | 07/28/2023   | 1,067.60       |
| Account <b>6380.500 - Utilities Water &amp; Sewer Totals</b>    |                 |                                      |                        |             |              |            | Invoice Transactions 6  |               |              | \$5,998.91     |
| Account <b>6400.155 - Material &amp; Suppl Dump Fees</b>        |                 |                                      |                        |             |              |            |                         |               |              |                |
| 10043 - Aramark Uniform Service                                 | 5110266134      | PW Uniforms                          | Paid by Check # 102832 |             | 07/19/2023   | 07/20/2023 | 07/20/2023              |               | 07/28/2023   | 77.11          |
| 10043 - Aramark Uniform Service                                 | 5110266133      | PW Uniforms                          | Paid by Check # 102832 |             | 07/19/2023   | 07/20/2023 | 07/20/2023              |               | 07/28/2023   | 159.07         |
| Account <b>6400.155 - Material &amp; Suppl Dump Fees Totals</b> |                 |                                      |                        |             |              |            | Invoice Transactions 2  |               |              | \$236.18       |
| Sub-Division <b>00 - Non-Subdiv Totals</b>                      |                 |                                      |                        |             |              |            | Invoice Transactions 18 |               |              | \$12,717.79    |
| Division <b>311 - Buildings &amp; Grounds Totals</b>            |                 |                                      |                        |             |              |            | Invoice Transactions 18 |               |              | \$12,717.79    |
| Division <b>313 - Vehicle Maint</b>                             |                 |                                      |                        |             |              |            |                         |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                             |                 |                                      |                        |             |              |            |                         |               |              |                |
| Account <b>6360.690 - Maint &amp; Repairs Supplies</b>          |                 |                                      |                        |             |              |            |                         |               |              |                |
| 10264 - Green Rubber-Kennedy AG                                 | S-754097        | Shop Supply                          | Paid by Check # 102844 |             | 07/17/2023   | 07/17/2023 | 07/17/2023              |               | 07/28/2023   | 2.45           |
| 10403 - NAPA Auto Parts - former Monterey Auto Supply           | 4006-995493     | Shop                                 | Paid by Check # 102854 |             | 07/17/2023   | 07/17/2023 | 07/17/2023              |               | 07/28/2023   | 70.37          |
| 10403 - NAPA Auto Parts - former Monterey Auto Supply           | 995342          | Fire                                 | Paid by Check # 102854 |             | 07/17/2023   | 07/17/2023 | 07/17/2023              |               | 07/28/2023   | 55.11          |
| 10403 - NAPA Auto Parts - former Monterey Auto Supply           | 4006-993357     | Mechanic                             | Paid by Check # 102854 |             | 07/07/2023   | 07/17/2023 | 07/17/2023              |               | 07/28/2023   | 12.94          |
| 10403 - NAPA Auto Parts - former Monterey Auto Supply           | 4006-993021     | Airport                              | Paid by Check # 102854 |             | 07/06/2023   | 07/17/2023 | 07/17/2023              |               | 07/28/2023   | 70.21          |
| 10403 - NAPA Auto Parts - former Monterey Auto Supply           | 4006-993023     | PD                                   | Paid by Check # 102854 |             | 07/17/2023   | 07/17/2023 | 07/17/2023              |               | 07/28/2023   | 32.58          |
| 10403 - NAPA Auto Parts - former Monterey Auto Supply           | 4006-993300     | PD Unit                              | Paid by Check # 102854 |             | 07/07/2023   | 07/20/2023 | 07/20/2023              |               | 07/28/2023   | 136.15         |
| 10403 - NAPA Auto Parts - former Monterey Auto Supply           | 4006-992824     | PD Unit                              | Paid by Check # 102854 |             | 07/05/2023   | 07/20/2023 | 07/20/2023              |               | 07/28/2023   | 337.65         |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                          | Invoice No. | Invoice Description                                    | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date            | Invoice Amount |
|-----------------------------------------------------------------|-------------|--------------------------------------------------------|------------------------|-------------|--------------|------------|------------|---------------|-------------------------|----------------|
| <b>Fund 100 - General Fund</b>                                  |             |                                                        |                        |             |              |            |            |               |                         |                |
| Department <b>310 - Public Works</b>                            |             |                                                        |                        |             |              |            |            |               |                         |                |
| Division <b>313 - Vehicle Maint</b>                             |             |                                                        |                        |             |              |            |            |               |                         |                |
| Sub-Division <b>00 - Non-Subdiv</b>                             |             |                                                        |                        |             |              |            |            |               |                         |                |
| Account <b>6360.690 - Maint &amp; Repairs Supplies</b>          |             |                                                        |                        |             |              |            |            |               |                         |                |
| 10599 - Valley Saw & Garden Equipment                           | 343491      | Shop Supply                                            | Paid by Check # 102869 |             | 07/17/2023   | 07/17/2023 | 07/17/2023 |               | 07/28/2023              | 647.36         |
| Account <b>6360.690 - Maint &amp; Repairs Supplies</b> Totals   |             |                                                        |                        |             |              |            |            |               | Invoice Transactions 9  | \$1,364.82     |
| Account <b>6360.850 - Maint &amp; Repairs Vehicle</b>           |             |                                                        |                        |             |              |            |            |               |                         |                |
| 10221 - Emergency Vehicle Specialists                           | 15029       | Upfitting of Fleet Shelen Lightbar 2022 F150           | Paid by EFT # 3540     |             | 07/21/2023   | 07/20/2023 | 07/20/2023 |               | 07/28/2023              | 2,500.00       |
| 10437 - My Chevrolet                                            | 148772CVR   | PD Unit                                                | Paid by Check # 102853 |             | 07/12/2023   | 07/20/2023 | 07/20/2023 |               | 07/28/2023              | 389.35         |
| Account <b>6360.850 - Maint &amp; Repairs Vehicle</b> Totals    |             |                                                        |                        |             |              |            |            |               | Invoice Transactions 2  | \$2,889.35     |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                      |             |                                                        |                        |             |              |            |            |               | Invoice Transactions 11 | \$4,254.17     |
| Division <b>313 - Vehicle Maint</b> Totals                      |             |                                                        |                        |             |              |            |            |               | Invoice Transactions 11 | \$4,254.17     |
| Department <b>310 - Public Works</b> Totals                     |             |                                                        |                        |             |              |            |            |               | Invoice Transactions 29 | \$16,971.96    |
| Department <b>410 - Planning</b>                                |             |                                                        |                        |             |              |            |            |               |                         |                |
| Division <b>000 - Non-Div</b>                                   |             |                                                        |                        |             |              |            |            |               |                         |                |
| Sub-Division <b>00 - Non-Subdiv</b>                             |             |                                                        |                        |             |              |            |            |               |                         |                |
| Account <b>6300.610 - Prof Svc Planning - Consultant</b>        |             |                                                        |                        |             |              |            |            |               |                         |                |
| 10508 - Regional Government Services                            | 15340       | Contract Services for Planning - June 2023             | Paid by EFT # 3544     |             | 06/30/2023   | 07/26/2023 | 06/30/2023 |               | 07/28/2023              | 388.37         |
| 10508 - Regional Government Services                            | 15342       | Contract Services for Planning - Brass Taps- June 2023 | Paid by EFT # 3544     |             | 06/30/2023   | 07/26/2023 | 06/30/2023 |               | 07/28/2023              | 318.18         |
| Account <b>6300.610 - Prof Svc Planning - Consultant</b> Totals |             |                                                        |                        |             |              |            |            |               | Invoice Transactions 2  | \$706.55       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                      |             |                                                        |                        |             |              |            |            |               | Invoice Transactions 2  | \$706.55       |
| Division <b>000 - Non-Div</b> Totals                            |             |                                                        |                        |             |              |            |            |               | Invoice Transactions 2  | \$706.55       |
| Department <b>410 - Planning</b> Totals                         |             |                                                        |                        |             |              |            |            |               | Invoice Transactions 2  | \$706.55       |
| Department <b>420 - Engineering</b>                             |             |                                                        |                        |             |              |            |            |               |                         |                |
| Division <b>000 - Non-Div</b>                                   |             |                                                        |                        |             |              |            |            |               |                         |                |
| Sub-Division <b>00 - Non-Subdiv</b>                             |             |                                                        |                        |             |              |            |            |               |                         |                |
| Account <b>6300.570 - Prof Svc Other</b>                        |             |                                                        |                        |             |              |            |            |               |                         |                |
| 10508 - Regional Government Services                            | 15269       | Marina Recruitment Engineer                            | Paid by EFT # 3544     |             | 06/30/2023   | 07/21/2023 | 06/30/2023 |               | 07/28/2023              | 93.75          |
| 10508 - Regional Government Services                            | 15270       | Services for June Recruitment Engineer                 | Paid by EFT # 3544     |             | 06/30/2023   | 07/21/2023 | 06/30/2023 |               | 07/28/2023              | 4,405.00       |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                                         | Invoice No. | Invoice Description                     | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|--------------------------------------------------------------------------------|-------------|-----------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| <b>Fund 100 - General Fund</b>                                                 |             |                                         |                        |             |              |            |                      |               |              |                |
| Department <b>420 - Engineering</b>                                            |             |                                         |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                                  |             |                                         |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                            |             |                                         |                        |             |              |            |                      |               |              |                |
| Account <b>6300.570 - Prof Svc Other</b>                                       |             |                                         |                        |             |              |            |                      |               |              |                |
| 10508 - Regional Government Services                                           | 15353       | Reimbursement for Recruitment           | Paid by EFT # 3544     |             | 06/30/2023   | 07/21/2023 | 06/30/2023           |               | 07/28/2023   | 3,855.00       |
| Account <b>6300.570 - Prof Svc Other</b> Totals                                |             |                                         |                        |             |              |            | Invoice Transactions | 3             |              | \$8,353.75     |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                     |             |                                         |                        |             |              |            | Invoice Transactions | 3             |              | \$8,353.75     |
| Division <b>000 - Non-Div</b> Totals                                           |             |                                         |                        |             |              |            | Invoice Transactions | 3             |              | \$8,353.75     |
| Department <b>420 - Engineering</b> Totals                                     |             |                                         |                        |             |              |            | Invoice Transactions | 3             |              | \$8,353.75     |
| Department <b>430 - Building Inspection</b>                                    |             |                                         |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                                  |             |                                         |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                            |             |                                         |                        |             |              |            |                      |               |              |                |
| Account <b>6300.070 - Prof Svc Building Plan Check &amp; Inspection</b>        |             |                                         |                        |             |              |            |                      |               |              |                |
| 10171 - CSG Consultants                                                        | B231000     | Building Plan Review Services-June 2023 | Paid by EFT # 3539     |             | 07/02/2023   | 07/13/2023 | 06/30/2023           |               | 07/28/2023   | 24,766.82      |
| Account <b>6300.070 - Prof Svc Building Plan Check &amp; Inspection</b> Totals |             |                                         |                        |             |              |            | Invoice Transactions | 1             |              | \$24,766.82    |
| Account <b>6300.100 - Prof Svc Code Enforcement</b>                            |             |                                         |                        |             |              |            |                      |               |              |                |
| 11477 - Cheryl Kent - DBA Fastrac                                              | 2023-60     | Code Enforcement Investigations         | Paid by Check # 102873 |             | 07/20/2023   | 07/20/2023 | 07/20/2023           |               | 07/28/2023   | 1,540.00       |
| Account <b>6300.100 - Prof Svc Code Enforcement</b> Totals                     |             |                                         |                        |             |              |            | Invoice Transactions | 1             |              | \$1,540.00     |
| Account <b>6300.570 - Prof Svc Other</b>                                       |             |                                         |                        |             |              |            |                      |               |              |                |
| 11762 - Raimi + Associates, Inc                                                | 23-5889     | MARINA ODS-June 2023                    | Paid by EFT # 3543     |             | 07/25/2023   | 07/25/2023 | 06/30/2023           |               | 07/28/2023   | 1,399.95       |
| Account <b>6300.570 - Prof Svc Other</b> Totals                                |             |                                         |                        |             |              |            | Invoice Transactions | 1             |              | \$1,399.95     |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                     |             |                                         |                        |             |              |            | Invoice Transactions | 3             |              | \$27,706.77    |
| Division <b>000 - Non-Div</b> Totals                                           |             |                                         |                        |             |              |            | Invoice Transactions | 3             |              | \$27,706.77    |
| Department <b>430 - Building Inspection</b> Totals                             |             |                                         |                        |             |              |            | Invoice Transactions | 3             |              | \$27,706.77    |
| Department <b>510 - Recreation &amp; Culture</b>                               |             |                                         |                        |             |              |            |                      |               |              |                |
| Division <b>100 - Admin</b>                                                    |             |                                         |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                            |             |                                         |                        |             |              |            |                      |               |              |                |
| Account <b>6360.690 - Maint &amp; Repairs Supplies</b>                         |             |                                         |                        |             |              |            |                      |               |              |                |
| 10487 - Potter's Electronics                                                   | 34608       | Youth Center Video Equipment            | Paid by Check # 102857 |             | 06/30/2023   | 07/20/2023 | 06/30/2023           |               | 07/28/2023   | 438.34         |
| Account <b>6360.690 - Maint &amp; Repairs Supplies</b> Totals                  |             |                                         |                        |             |              |            | Invoice Transactions | 1             |              | \$438.34       |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                          | Invoice No.   | Invoice Description     | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-----------------------------------------------------------------|---------------|-------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| <b>Fund 100 - General Fund</b>                                  |               |                         |                        |             |              |            |                      |               |              |                |
| Department <b>510 - Recreation &amp; Culture</b>                |               |                         |                        |             |              |            |                      |               |              |                |
| Division <b>100 - Admin</b>                                     |               |                         |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                             |               |                         |                        |             |              |            |                      |               |              |                |
| Account <b>6380.150 - Utilities Comm Phone System</b>           |               |                         |                        |             |              |            |                      |               |              |                |
| 10053 - AT & T                                                  | July 23 520 5 | AT&T 831-582-9957 520 5 | Paid by Check # 102834 |             | 07/13/2023   | 07/21/2023 | 07/21/2023           |               | 07/28/2023   | 357.30         |
| Account <b>6380.150 - Utilities Comm Phone System</b> Totals    |               |                         |                        |             |              |            | Invoice Transactions | 1             |              | \$357.30       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                      |               |                         |                        |             |              |            | Invoice Transactions | 2             |              | \$795.64       |
| Division <b>100 - Admin</b> Totals                              |               |                         |                        |             |              |            | Invoice Transactions | 2             |              | \$795.64       |
| Division <b>511 - Youth</b>                                     |               |                         |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                             |               |                         |                        |             |              |            |                      |               |              |                |
| Account <b>6600.145 - Other Charges Equipment Rental</b>        |               |                         |                        |             |              |            |                      |               |              |                |
| 11885 - A to Z Rentals, Inc                                     | 1017213       | staging                 | Paid by Check # 102828 |             | 06/23/2023   | 07/20/2023 | 06/30/2023           |               | 07/28/2023   | 1,769.85       |
| Account <b>6600.145 - Other Charges Equipment Rental</b> Totals |               |                         |                        |             |              |            | Invoice Transactions | 1             |              | \$1,769.85     |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                      |               |                         |                        |             |              |            | Invoice Transactions | 1             |              | \$1,769.85     |
| Division <b>511 - Youth</b> Totals                              |               |                         |                        |             |              |            | Invoice Transactions | 1             |              | \$1,769.85     |
| Department <b>510 - Recreation &amp; Culture</b> Totals         |               |                         |                        |             |              |            | Invoice Transactions | 3             |              | \$2,565.49     |
| Fund <b>100 - General Fund</b> Totals                           |               |                         |                        |             |              |            | Invoice Transactions | 108           |              | \$89,178.80    |



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|--------------------------------------------------------------------------|---------------------|-------------------------------------------|---------------------------|-------------|--------------|------------|------------|-------------------------|--------------|----------------|
| Fund <b>220 - Gas Tax</b>                                                |                     |                                           |                           |             |              |            |            |                         |              |                |
| Department <b>000 - Non-Dept</b>                                         |                     |                                           |                           |             |              |            |            |                         |              |                |
| Division <b>000 - Non-Div</b>                                            |                     |                                           |                           |             |              |            |            |                         |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                      |                     |                                           |                           |             |              |            |            |                         |              |                |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b>                   |                     |                                           |                           |             |              |            |            |                         |              |                |
| 10463 - Pacific Gas & Electric                                           | July 23 - 533-8     | PG&E - 2253666533-8                       | Paid by Check<br># 102856 |             | 07/19/2023   | 07/12/2023 | 07/12/2023 |                         | 07/28/2023   | 117.55         |
| 10463 - Pacific Gas & Electric                                           | July 23 - 362-9     | PG&E - 5996678362-9                       | Paid by Check<br># 102856 |             | 07/20/2023   | 07/12/2023 | 07/12/2023 |                         | 07/28/2023   | 129.89         |
| 10463 - Pacific Gas & Electric                                           | July 23 - 683-2     | PG&E 6217294683-2                         | Paid by Check<br># 102856 |             | 07/20/2023   | 07/12/2023 | 07/12/2023 |                         | 07/28/2023   | 516.80         |
| 10463 - Pacific Gas & Electric                                           | July 23 827-8       | PG&E - 0423929827-8                       | Paid by Check<br># 102856 |             | 07/14/2023   | 07/21/2023 | 07/21/2023 |                         | 07/28/2023   | 128.42         |
| 10463 - Pacific Gas & Electric                                           | July 23 851-0       | PG&E - 3440977851-0                       | Paid by Check<br># 102856 |             | 07/17/2023   | 07/21/2023 | 07/21/2023 |                         | 07/28/2023   | 180.04         |
| 10463 - Pacific Gas & Electric                                           | July 23 535-3       | PG&E - 6161832535-3                       | Paid by Check<br># 102856 |             | 07/14/2023   | 07/21/2023 | 07/21/2023 |                         | 07/28/2023   | 225.37         |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals            |                     |                                           |                           |             |              |            |            | Invoice Transactions 6  |              | \$1,298.07     |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                    |                     |                                           |                           |             |              |            |            |                         |              |                |
| 10349 - Marina Coast Water District                                      | 000056084<br>070623 | Crescent/Shuler/Irrigati<br>on            | Paid by Check<br># 102851 |             | 07/06/2023   | 07/19/2023 | 07/19/2023 |                         | 07/28/2023   | 28.34          |
| 10349 - Marina Coast Water District                                      | 000056087<br>070623 | Crescent Ave/Costa Del<br>Mar Irrigation  | Paid by Check<br># 102851 |             | 07/06/2023   | 07/19/2023 | 07/19/2023 |                         | 07/28/2023   | 28.34          |
| 10349 - Marina Coast Water District                                      | 000056030<br>070623 | Crescent Ave/Reser<br>Rd/Ramada Inn       | Paid by Check<br># 102851 |             | 07/06/2023   | 07/19/2023 | 07/19/2023 |                         | 07/28/2023   | 38.22          |
| 10349 - Marina Coast Water District                                      | 000056086<br>070623 | Crescent Ave/Sirena<br>Del Mar Irrigation | Paid by Check<br># 102851 |             | 07/06/2023   | 07/19/2023 | 07/19/2023 |                         | 07/28/2023   | 28.34          |
| 10349 - Marina Coast Water District                                      | 000056032<br>070623 | Crescent Ave/Costa Del<br>Mar East Side   | Paid by Check<br># 102851 |             | 07/06/2023   | 07/19/2023 | 07/19/2023 |                         | 07/28/2023   | 62.91          |
| 10349 - Marina Coast Water District                                      | 000056008<br>070623 | Reservation & Del<br>Monte                | Paid by Check<br># 102851 |             | 07/06/2023   | 07/19/2023 | 07/19/2023 |                         | 07/28/2023   | 28.34          |
| 10349 - Marina Coast Water District                                      | 000056085<br>070623 | Crescent/Whitney<br>Irrigation            | Paid by Check<br># 102851 |             | 07/06/2023   | 07/19/2023 | 07/19/2023 |                         | 07/28/2023   | 28.34          |
| 10349 - Marina Coast Water District                                      | 000056027<br>071423 | Calif Ave at Reindollar                   | Paid by Check<br># 102851 |             | 07/14/2023   | 07/24/2023 | 07/24/2023 |                         | 07/28/2023   | 38.22          |
| 10349 - Marina Coast Water District                                      | 000056007<br>071423 | Calif Ave/North of 3rd                    | Paid by Check<br># 102851 |             | 07/14/2023   | 07/24/2023 | 07/24/2023 |                         | 07/28/2023   | 92.55          |
| 10349 - Marina Coast Water District                                      | 000056022<br>071423 | Reser/Marina Auto<br>Stereo/Irrigation    | Paid by Check<br># 102851 |             | 07/14/2023   | 07/24/2023 | 07/24/2023 |                         | 07/28/2023   | 36.77          |
| 10349 - Marina Coast Water District                                      | 000056024<br>071423 | Del Monte/Palm                            | Paid by Check<br># 102851 |             | 07/14/2023   | 07/24/2023 | 07/24/2023 |                         | 07/28/2023   | 92.55          |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals             |                     |                                           |                           |             |              |            |            | Invoice Transactions 11 |              | \$502.92       |
| Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b>        |                     |                                           |                           |             |              |            |            |                         |              |                |
| 10540 - Sierra Springs & Alhambra                                        | 14225799<br>071323  | 209 Cypress Ave                           | Paid by Check<br># 102863 |             | 07/13/2023   | 07/17/2023 | 07/17/2023 |                         | 07/28/2023   | 89.42          |
| Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b> Totals |                     |                                           |                           |             |              |            |            | Invoice Transactions 1  |              | \$89.42        |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                               | Invoice No. | Invoice Description                                      | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|----------------------------------------------------------------------|-------------|----------------------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>220 - Gas Tax</b>                                            |             |                                                          |                        |             |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                                     |             |                                                          |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                        |             |                                                          |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                  |             |                                                          |                        |             |              |            |                      |               |              |                |
| Account <b>6400.780 - Material &amp; Suppl Traffic Signal</b>        |             |                                                          |                        |             |              |            |                      |               |              |                |
| 10101 - California Department of Transportation                      | SL231136    | FY 22/23 Signals & Lighting Billing April 2023-June 2023 | Paid by Check # 102836 |             | 07/15/2023   | 07/21/2023 | 06/30/2023           |               | 07/28/2023   | 4,269.14       |
| Account <b>6400.780 - Material &amp; Suppl Traffic Signal</b> Totals |             |                                                          |                        |             |              |            | Invoice Transactions | 1             |              | \$4,269.14     |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                           |             |                                                          |                        |             |              |            | Invoice Transactions | 19            |              | \$6,159.55     |
| Division <b>000 - Non-Div</b> Totals                                 |             |                                                          |                        |             |              |            | Invoice Transactions | 19            |              | \$6,159.55     |
| Department <b>000 - Non-Dept</b> Totals                              |             |                                                          |                        |             |              |            | Invoice Transactions | 19            |              | \$6,159.55     |
| Fund <b>220 - Gas Tax</b> Totals                                     |             |                                                          |                        |             |              |            | Invoice Transactions | 19            |              | \$6,159.55     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                          | Invoice No. | Invoice Description | Status                | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-------------------------------------------------|-------------|---------------------|-----------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>223 - FORA Dissolution</b>              |             |                     |                       |             |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                |             |                     |                       |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                   |             |                     |                       |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>             |             |                     |                       |             |              |            |                      |               |              |                |
| Account <b>6300.570 - Prof Svc Other</b>        |             |                     |                       |             |              |            |                      |               |              |                |
| 11755 - Unlimited Environmental, Inc.           | 22-071-10 D | Dunes               | Paid by EFT #<br>3546 |             | 06/30/2023   | 07/18/2023 | 06/30/2023           |               | 07/28/2023   | 80,267.44      |
| Account <b>6300.570 - Prof Svc Other</b> Totals |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | \$80,267.44    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals      |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | \$80,267.44    |
| Division <b>000 - Non-Div</b> Totals            |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | \$80,267.44    |
| Department <b>000 - Non-Dept</b> Totals         |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | \$80,267.44    |
| Fund <b>223 - FORA Dissolution</b> Totals       |             |                     |                       |             |              |            | Invoice Transactions | 1             |              | \$80,267.44    |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                       | Invoice No.         | Invoice Description                   | Status                    | Held Reason | Invoice Date | Due Date   | G/L Date               | Received Date | Payment Date | Invoice Amount |
|--------------------------------------------------------------|---------------------|---------------------------------------|---------------------------|-------------|--------------|------------|------------------------|---------------|--------------|----------------|
| Fund <b>235 - Cypress Cove II AD</b>                         |                     |                                       |                           |             |              |            |                        |               |              |                |
| Department <b>000 - Non-Dept</b>                             |                     |                                       |                           |             |              |            |                        |               |              |                |
| Division <b>000 - Non-Div</b>                                |                     |                                       |                           |             |              |            |                        |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                          |                     |                                       |                           |             |              |            |                        |               |              |                |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>        |                     |                                       |                           |             |              |            |                        |               |              |                |
| 10349 - Marina Coast Water District                          | 000056015<br>070623 | Corner of Cardoza &<br>Dolphin Circle | Paid by Check<br># 102851 |             | 07/06/2023   | 07/19/2023 | 07/19/2023             |               | 07/28/2023   | 62.91          |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals |                     |                                       |                           |             |              |            | Invoice Transactions 1 |               |              | \$62.91        |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                   |                     |                                       |                           |             |              |            | Invoice Transactions 1 |               |              | \$62.91        |
| Division <b>000 - Non-Div</b> Totals                         |                     |                                       |                           |             |              |            | Invoice Transactions 1 |               |              | \$62.91        |
| Department <b>000 - Non-Dept</b> Totals                      |                     |                                       |                           |             |              |            | Invoice Transactions 1 |               |              | \$62.91        |
| Fund <b>235 - Cypress Cove II AD</b> Totals                  |                     |                                       |                           |             |              |            | Invoice Transactions 1 |               |              | \$62.91        |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                        | Invoice No.     | Invoice Description | Status                    | Held Reason | Invoice Date | Due Date   | G/L Date               | Received Date | Payment Date | Invoice Amount |
|---------------------------------------------------------------|-----------------|---------------------|---------------------------|-------------|--------------|------------|------------------------|---------------|--------------|----------------|
| Fund <b>251 - CFD - Locke Paddon</b>                          |                 |                     |                           |             |              |            |                        |               |              |                |
| Department <b>000 - Non-Dept</b>                              |                 |                     |                           |             |              |            |                        |               |              |                |
| Division <b>000 - Non-Div</b>                                 |                 |                     |                           |             |              |            |                        |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                           |                 |                     |                           |             |              |            |                        |               |              |                |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b>        |                 |                     |                           |             |              |            |                        |               |              |                |
| 10463 - Pacific Gas & Electric                                | July 23 - 272-1 | PG&E - 2862559272-1 | Paid by Check<br># 102856 |             | 07/19/2023   | 07/12/2023 | 07/12/2023             |               | 07/28/2023   | 40.60          |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals |                 |                     |                           |             |              |            | Invoice Transactions 1 |               |              | \$40.60        |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                    |                 |                     |                           |             |              |            | Invoice Transactions 1 |               |              | \$40.60        |
| Division <b>000 - Non-Div</b> Totals                          |                 |                     |                           |             |              |            | Invoice Transactions 1 |               |              | \$40.60        |
| Department <b>000 - Non-Dept</b> Totals                       |                 |                     |                           |             |              |            | Invoice Transactions 1 |               |              | \$40.60        |
| Fund <b>251 - CFD - Locke Paddon</b> Totals                   |                 |                     |                           |             |              |            | Invoice Transactions 1 |               |              | \$40.60        |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                      | Invoice No. | Invoice Description                                      | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-------------------------------------------------------------|-------------|----------------------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>462 - City Capital Projects</b>                     |             |                                                          |                        |             |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                            |             |                                                          |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                               |             |                                                          |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                         |             |                                                          |                        |             |              |            |                      |               |              |                |
| Account <b>6300.570 - Prof Svc Other</b>                    |             |                                                          |                        |             |              |            |                      |               |              |                |
| 11762 - Raimi + Associates, Inc                             | 23-5859     | MARINA GPU-May 2023                                      | Paid by EFT # 3543     |             | 07/14/2023   | 07/14/2023 | 06/30/2023           |               | 07/28/2023   | 59,651.58      |
| 10046 - ARC (Former San Jose Blue)                          | 12166119    | Imjin Parkway Signs                                      | Paid by Check # 102833 |             | 07/14/2023   | 07/20/2023 | 07/20/2023           |               | 07/28/2023   | 3,318.97       |
| 10108 - Capitol Barricade, Inc.                             | 155160      | Trail Entrance                                           | Paid by Check # 102838 |             | 07/18/2023   | 07/20/2023 | 07/20/2023           |               | 07/28/2023   | 1,315.06       |
| 11084 - EMC Planning Group                                  | 23-297      | Marina LCP Update-Jne 2023                               | Paid by Check # 102842 |             | 06/30/2023   | 07/20/2023 | 06/30/2023           |               | 07/28/2023   | 757.72         |
| 11784 - John Upshaw John Upshaw - DJ Monterey               | 07-02-23    | Kick off Event (Imjin Parkway Widening Project)          | Paid by Check # 102846 |             | 07/02/2023   | 07/17/2023 | 07/17/2023           |               | 07/28/2023   | 300.00         |
| 10515 - Rincon Consultants, Inc.                            | 49460       | Marina DVSP-June 2023                                    | Paid by EFT # 3545     |             | 07/17/2023   | 07/20/2023 | 06/30/2023           |               | 07/28/2023   | 8,303.50       |
| 11489 - Wallace Group, Inc.                                 | 59981       | Sea Haven City Park                                      | Paid by Check # 102870 |             | 07/21/2023   | 07/24/2023 | 07/24/2023           |               | 07/28/2023   | 589.03         |
| 11489 - Wallace Group, Inc.                                 | 59978       | California Ave Pedestrian Crossing Construction          | Paid by Check # 102870 |             | 07/21/2023   | 07/24/2023 | 07/24/2023           |               | 07/28/2023   | 3,362.08       |
| 11489 - Wallace Group, Inc.                                 | 59970       | MLK Sculpture CDs                                        | Paid by Check # 102870 |             | 07/21/2023   | 07/24/2023 | 07/24/2023           |               | 07/28/2023   | 511.25         |
| 11489 - Wallace Group, Inc.                                 | 59965       | Glorya Jean Tate Park Pump Track & Restroom Improvements | Paid by Check # 102870 |             | 07/21/2023   | 07/24/2023 | 07/24/2023           |               | 07/28/2023   | 5,479.50       |
| 11489 - Wallace Group, Inc.                                 | 60034       | Program Management                                       | Paid by Check # 102870 |             | 07/21/2023   | 07/24/2023 | 07/24/2023           |               | 07/28/2023   | 9,677.92       |
| Account <b>6300.570 - Prof Svc Other</b> Totals             |             |                                                          |                        |             |              |            | Invoice Transactions |               | 11           | \$93,266.61    |
| Account <b>6400.733 - Material &amp; Suppl Signs</b>        |             |                                                          |                        |             |              |            |                      |               |              |                |
| 10967 - Monterey Signs, Inc.                                | 55260       | Signs for Equestrian Center                              | Paid by EFT # 3542     |             | 07/14/2023   | 07/20/2023 | 07/20/2023           |               | 07/28/2023   | 1,681.90       |
| Account <b>6400.733 - Material &amp; Suppl Signs</b> Totals |             |                                                          |                        |             |              |            | Invoice Transactions |               | 1            | \$1,681.90     |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                  |             |                                                          |                        |             |              |            | Invoice Transactions |               | 12           | \$94,948.51    |
| Division <b>000 - Non-Div</b> Totals                        |             |                                                          |                        |             |              |            | Invoice Transactions |               | 12           | \$94,948.51    |
| Department <b>000 - Non-Dept</b> Totals                     |             |                                                          |                        |             |              |            | Invoice Transactions |               | 12           | \$94,948.51    |
| Fund <b>462 - City Capital Projects</b> Totals              |             |                                                          |                        |             |              |            | Invoice Transactions |               | 12           | \$94,948.51    |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                                                          | Invoice No.      | Invoice Description                                    | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date | Invoice Amount    |
|-------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------|------------------------|-------------|--------------|------------|------------|---------------|--------------|-------------------|
| <b>Fund 555 - Marina Airport</b>                                                                |                  |                                                        |                        |             |              |            |            |               |              |                   |
| Department <b>000 - Non-Dept</b>                                                                |                  |                                                        |                        |             |              |            |            |               |              |                   |
| Division <b>000 - Non-Div</b>                                                                   |                  |                                                        |                        |             |              |            |            |               |              |                   |
| Sub-Division <b>00 - Non-Subdiv</b>                                                             |                  |                                                        |                        |             |              |            |            |               |              |                   |
| Account <b>6300.570 - Prof Svc Other</b>                                                        |                  |                                                        |                        |             |              |            |            |               |              |                   |
| 11489 - Wallace Group, Inc.                                                                     | 60035            | Airport Project Management                             | Paid by Check # 102870 |             | 07/21/2023   | 07/20/2023 | 06/30/2023 |               | 07/28/2023   | 1,722.50          |
| Account <b>6300.570 - Prof Svc Other</b> Totals Invoice Transactions 1                          |                  |                                                        |                        |             |              |            |            |               |              | <u>\$1,722.50</u> |
| Account <b>6360.050 - Maint &amp; Repairs Building</b>                                          |                  |                                                        |                        |             |              |            |            |               |              |                   |
| 10035 - Andersen's Lock & Safe, Inc.                                                            | 43755            | FY 22/23 Troubleshoot front entrance done for Bldg 526 | Paid by Check # 102830 |             | 07/07/2023   | 07/07/2023 | 06/30/2023 |               | 07/28/2023   | 130.00            |
| 10183 - Marina Backflow Co.                                                                     | 2718             | FY 22/23 Backflow Repair @781 Neeson Rd                | Paid by Check # 102850 |             | 07/20/2023   | 07/20/2023 | 06/30/2023 |               | 07/28/2023   | 215.00            |
| Account <b>6360.050 - Maint &amp; Repairs Building</b> Totals Invoice Transactions 2            |                  |                                                        |                        |             |              |            |            |               |              | <u>\$345.00</u>   |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>                                 |                  |                                                        |                        |             |              |            |            |               |              |                   |
| 10154 - Commercial Environment Landscape                                                        | 2796-0723        | Weekly Landscape Services for July 2023                | Paid by EFT # 3538     |             | 07/25/2023   | 07/25/2023 | 07/25/2023 |               | 07/28/2023   | 2,900.00          |
| 10275 - Home Depot Credit Service                                                               | 07-13-23         | 6035322503959813 PW Home Depot                         | Paid by Check # 102845 |             | 07/13/2023   | 07/20/2023 | 07/20/2023 |               | 07/28/2023   | 791.36            |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals Invoice Transactions 2   |                  |                                                        |                        |             |              |            |            |               |              | <u>\$3,691.36</u> |
| Account <b>6360.450 - Maint &amp; Repairs Maint &amp; Repairs</b>                               |                  |                                                        |                        |             |              |            |            |               |              |                   |
| 10728 - Ace Hardware-Public Works                                                               | 85917            | Airport Supplies                                       | Paid by Check # 102829 |             | 07/21/2023   | 07/21/2023 | 07/21/2023 |               | 07/28/2023   | 99.36             |
| Account <b>6360.450 - Maint &amp; Repairs Maint &amp; Repairs</b> Totals Invoice Transactions 1 |                  |                                                        |                        |             |              |            |            |               |              | <u>\$99.36</u>    |
| Account <b>6360.566 - Maint &amp; Repairs Other Equipment</b>                                   |                  |                                                        |                        |             |              |            |            |               |              |                   |
| 10967 - Monterey Signs, Inc.                                                                    | 23167            | Transient parking QR Code signs and Hours decal        | Paid by EFT # 3542     |             | 07/24/2023   | 07/24/2023 | 07/24/2023 |               | 07/28/2023   | 568.10            |
| Account <b>6360.566 - Maint &amp; Repairs Other Equipment</b> Totals Invoice Transactions 1     |                  |                                                        |                        |             |              |            |            |               |              | <u>\$568.10</u>   |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>                                     |                  |                                                        |                        |             |              |            |            |               |              |                   |
| 10239 - First Alarm                                                                             | 765337           | 3240 Imjin Bldg 510 Fire Alarm system maintenance      | Paid by EFT # 3541     |             | 07/15/2023   | 07/21/2023 | 07/21/2023 |               | 07/28/2023   | 492.12            |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b> Totals Invoice Transactions 1       |                  |                                                        |                        |             |              |            |            |               |              | <u>\$492.12</u>   |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b>                                          |                  |                                                        |                        |             |              |            |            |               |              |                   |
| 10463 - Pacific Gas & Electric                                                                  | June-July 767-2  | 751 Neeson Rd Bldg 526                                 | Paid by Check # 102856 |             | 07/11/2023   | 07/21/2023 | 07/21/2023 |               | 07/28/2023   | 91.15             |
| 10463 - Pacific Gas & Electric                                                                  | June-July 288-5  | 781 Neeson Rd Bldg 520                                 | Paid by Check # 102856 |             | 07/11/2023   | 07/21/2023 | 07/21/2023 |               | 07/28/2023   | 386.56            |
| 10463 - Pacific Gas & Electric                                                                  | June- July 694-1 | 721 Neeson Rd Bldg 533                                 | Paid by Check # 102856 |             | 07/11/2023   | 07/21/2023 | 07/21/2023 |               | 07/28/2023   | 1,119.77          |
| 10463 - Pacific Gas & Electric                                                                  | June-July 451-7  | 3271 Imjin Rd                                          | Paid by Check # 102856 |             | 07/11/2023   | 07/21/2023 | 07/21/2023 |               | 07/28/2023   | 447.39            |



# Accounts Payable by G/L Distribution Report

Payment Date Range 07/28/23 - 07/28/23

| Vendor                                                        | Invoice No.      | Invoice Description     | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date                 | Received Date | Payment Date | Invoice Amount |
|---------------------------------------------------------------|------------------|-------------------------|------------------------|-------------|--------------|------------|--------------------------|---------------|--------------|----------------|
| Fund <b>555 - Marina Airport</b>                              |                  |                         |                        |             |              |            |                          |               |              |                |
| Department <b>000 - Non-Dept</b>                              |                  |                         |                        |             |              |            |                          |               |              |                |
| Division <b>000 - Non-Div</b>                                 |                  |                         |                        |             |              |            |                          |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                           |                  |                         |                        |             |              |            |                          |               |              |                |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b>        |                  |                         |                        |             |              |            |                          |               |              |                |
| 10463 - Pacific Gas & Electric                                | June- July 347-5 | 3263 Imjin Rd. Bldg 519 | Paid by Check # 102856 |             | 07/11/2023   | 07/21/2023 | 07/21/2023               |               | 07/28/2023   | 707.08         |
| 10463 - Pacific Gas & Electric                                | June- July 608-2 | 3260 Imjijn Rd Bldg 514 | Paid by Check # 102856 |             | 07/11/2023   | 07/21/2023 | 07/21/2023               |               | 07/28/2023   | 941.70         |
| 10463 - Pacific Gas & Electric                                | June-July 103-6  | 3200 Imjin Rd           | Paid by Check # 102856 |             | 07/11/2023   | 07/21/2023 | 07/21/2023               |               | 07/28/2023   | 4,139.04       |
| 10463 - Pacific Gas & Electric                                | July 23 - 683-2  | PG&E 6217294683-2       | Paid by Check # 102856 |             | 07/20/2023   | 07/12/2023 | 07/12/2023               |               | 07/28/2023   | 107.69         |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals |                  |                         |                        |             |              |            | Invoice Transactions 8   |               | \$7,940.38   |                |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                    |                  |                         |                        |             |              |            | Invoice Transactions 16  |               | \$14,858.82  |                |
| Division <b>000 - Non-Div</b> Totals                          |                  |                         |                        |             |              |            | Invoice Transactions 16  |               | \$14,858.82  |                |
| Department <b>000 - Non-Dept</b> Totals                       |                  |                         |                        |             |              |            | Invoice Transactions 16  |               | \$14,858.82  |                |
| Fund <b>555 - Marina Airport</b> Totals                       |                  |                         |                        |             |              |            | Invoice Transactions 16  |               | \$14,858.82  |                |
| Grand Totals                                                  |                  |                         |                        |             |              |            | Invoice Transactions 158 |               | \$285,516.63 |                |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                                        | Invoice No.   | Invoice Description                                   | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date        | Payment Date | Invoice Amount |
|-------------------------------------------------------------------------------|---------------|-------------------------------------------------------|------------------------|-------------|--------------|------------|------------|----------------------|--------------|----------------|
| <b>Fund 100 - General Fund</b>                                                |               |                                                       |                        |             |              |            |            |                      |              |                |
| Department <b>120 - City Mgr/HR/Risk</b>                                      |               |                                                       |                        |             |              |            |            |                      |              |                |
| Division <b>000 - Non-Div</b>                                                 |               |                                                       |                        |             |              |            |            |                      |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                           |               |                                                       |                        |             |              |            |            |                      |              |                |
| Account <b>6300.465 - Prof Svc Legal - Special Counsel</b>                    |               |                                                       |                        |             |              |            |            |                      |              |                |
| 11505 - Shartsis Friese LLP                                                   | 5478071       | Professional Services - MPWSP - June 2023             | Paid by Check # 102904 |             | 07/28/2023   | 07/31/2023 | 07/31/2023 |                      | 08/04/2023   | 235,604.15     |
| Account <b>6300.465 - Prof Svc Legal - Special Counsel</b> Totals             |               |                                                       |                        |             |              |            |            | Invoice Transactions | 1            | \$235,604.15   |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b>                   |               |                                                       |                        |             |              |            |            |                      |              |                |
| 10603 - Verizon Wireless                                                      | 9939265591    | Monthly Verizon Bill- 308174766                       | Paid by EFT # 3582     |             | 07/10/2023   | 08/01/2023 | 08/01/2023 |                      | 08/04/2023   | 227.34         |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b> Totals            |               |                                                       |                        |             |              |            |            | Invoice Transactions | 1            | \$227.34       |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b>                |               |                                                       |                        |             |              |            |            |                      |              |                |
| 10732 - Office Depot-General Account                                          | 321673369001  | Office Depot                                          | Paid by Check # 102901 |             | 07/17/2023   | 07/27/2023 | 07/27/2023 |                      | 08/04/2023   | 61.93          |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b> Totals         |               |                                                       |                        |             |              |            |            | Invoice Transactions | 1            | \$61.93        |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                    |               |                                                       |                        |             |              |            |            | Invoice Transactions | 3            | \$235,893.42   |
| Division <b>000 - Non-Div</b> Totals                                          |               |                                                       |                        |             |              |            |            | Invoice Transactions | 3            | \$235,893.42   |
| Department <b>120 - City Mgr/HR/Risk</b> Totals                               |               |                                                       |                        |             |              |            |            | Invoice Transactions | 3            | \$235,893.42   |
| Department <b>125 - I. T.</b>                                                 |               |                                                       |                        |             |              |            |            |                      |              |                |
| Division <b>000 - Non-Div</b>                                                 |               |                                                       |                        |             |              |            |            |                      |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                           |               |                                                       |                        |             |              |            |            |                      |              |                |
| Account <b>6300.330 - Prof Svc IT - Information Tech Svc</b>                  |               |                                                       |                        |             |              |            |            |                      |              |                |
| 10897 - TechRx Technology Services                                            | 11099         | IT Support - July 2023                                | Paid by EFT # 3581     |             | 08/01/2023   | 08/01/2023 | 08/01/2023 |                      | 08/04/2023   | 10,200.00      |
| Account <b>6300.330 - Prof Svc IT - Information Tech Svc</b> Totals           |               |                                                       |                        |             |              |            |            | Invoice Transactions | 1            | \$10,200.00    |
| Account <b>6360.342 - Maint &amp; Repairs IT - System Annual Maint</b>        |               |                                                       |                        |             |              |            |            |                      |              |                |
| 10897 - TechRx Technology Services                                            | 11111         | Ninite Monthly Subscription - August 2023             | Paid by EFT # 3581     |             | 08/01/2023   | 08/01/2023 | 08/01/2023 |                      | 08/04/2023   | 112.50         |
| 10897 - TechRx Technology Services                                            | 11114         | Veeam Virtual Backup Monthly Subscription - July 2023 | Paid by EFT # 3581     |             | 08/01/2023   | 08/01/2023 | 08/01/2023 |                      | 08/04/2023   | 380.00         |
| 10897 - TechRx Technology Services                                            | 10961         | Amazon Glacier Terabyte Storage - Jun-Aug 2023        | Paid by EFT # 3581     |             | 08/01/2023   | 08/01/2023 | 08/01/2023 |                      | 08/04/2023   | 1,049.75       |
| 10905 - Taygeta Scientific, Inc.                                              | 000708-R-0029 | barracuda Spam Firewall - August 2023                 | Paid by Check # 102905 |             | 08/01/2023   | 08/01/2023 | 08/01/2023 |                      | 08/04/2023   | 475.80         |
| 10905 - Taygeta Scientific, Inc.                                              | 000423-R-0056 | Computer Network Defense - August 2023                | Paid by Check # 102905 |             | 08/01/2023   | 08/01/2023 | 08/01/2023 |                      | 08/04/2023   | 2,000.00       |
| Account <b>6360.342 - Maint &amp; Repairs IT - System Annual Maint</b> Totals |               |                                                       |                        |             |              |            |            | Invoice Transactions | 5            | \$4,018.05     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                                              | Invoice No. | Invoice Description                  | Status             | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-------------------------------------------------------------------------------------|-------------|--------------------------------------|--------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                                      |             |                                      |                    |             |              |            |                      |               |              |                |
| Department <b>125 - I. T.</b>                                                       |             |                                      |                    |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                                       |             |                                      |                    |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                                 |             |                                      |                    |             |              |            |                      |               |              |                |
| Account <b>6360.345 - Maint &amp; Repairs Citywide Microsoft Ofc Upgrade</b>        |             |                                      |                    |             |              |            |                      |               |              |                |
| 10897 - TechRx Technology Services                                                  | 11092       | Citywide MS Office 365 - August 2023 | Paid by EFT # 3581 |             | 08/01/2023   | 08/01/2023 | 08/01/2023           |               | 08/04/2023   | 2,215.80       |
| Account <b>6360.345 - Maint &amp; Repairs Citywide Microsoft Ofc Upgrade</b> Totals |             |                                      |                    |             |              |            | Invoice Transactions | 1             |              | \$2,215.80     |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                          |             |                                      |                    |             |              |            | Invoice Transactions | 7             |              | \$16,433.85    |
| Division <b>000 - Non-Div</b> Totals                                                |             |                                      |                    |             |              |            | Invoice Transactions | 7             |              | \$16,433.85    |
| Department <b>125 - I. T.</b> Totals                                                |             |                                      |                    |             |              |            | Invoice Transactions | 7             |              | \$16,433.85    |
| Department <b>130 - Finance</b>                                                     |             |                                      |                    |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                                       |             |                                      |                    |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                                 |             |                                      |                    |             |              |            |                      |               |              |                |
| Account <b>6300.216 - Prof Svc Fin - Accounting Services</b>                        |             |                                      |                    |             |              |            |                      |               |              |                |
| 10511 - Richard B. Standridge                                                       | 23-15       | Service 7/17-27/2023                 | Paid by EFT # 3580 |             | 07/28/2023   | 07/28/2023 | 07/28/2023           |               | 08/04/2023   | 4,132.50       |
| Account <b>6300.216 - Prof Svc Fin - Accounting Services</b> Totals                 |             |                                      |                    |             |              |            | Invoice Transactions | 1             |              | \$4,132.50     |
| Account <b>6300.217 - Prof Svc Fin - Business Lic Services</b>                      |             |                                      |                    |             |              |            |                      |               |              |                |
| 10274 - Hinderliter, de Llamas & Associates ( HDL )                                 | SIN029865   | June 23 BL Admin Fee                 | Paid by EFT # 3579 |             | 07/28/2023   | 07/28/2023 | 06/30/2023           |               | 08/04/2023   | 1,542.02       |
| Account <b>6300.217 - Prof Svc Fin - Business Lic Services</b> Totals               |             |                                      |                    |             |              |            | Invoice Transactions | 1             |              | \$1,542.02     |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b>                         |             |                                      |                    |             |              |            |                      |               |              |                |
| 10603 - Verizon Wireless                                                            | 9939265591  | Monthly Verizon Bill- 308174766      | Paid by EFT # 3582 |             | 07/10/2023   | 08/01/2023 | 08/01/2023           |               | 08/04/2023   | 140.93         |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b> Totals                  |             |                                      |                    |             |              |            | Invoice Transactions | 1             |              | \$140.93       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                          |             |                                      |                    |             |              |            | Invoice Transactions | 3             |              | \$5,815.45     |
| Division <b>000 - Non-Div</b> Totals                                                |             |                                      |                    |             |              |            | Invoice Transactions | 3             |              | \$5,815.45     |
| Department <b>130 - Finance</b> Totals                                              |             |                                      |                    |             |              |            | Invoice Transactions | 3             |              | \$5,815.45     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                                    | Invoice No.  | Invoice Description                                            | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|---------------------------------------------------------------------------|--------------|----------------------------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| <b>Fund 100 - General Fund</b>                                            |              |                                                                |                        |             |              |            |                      |               |              |                |
| Department <b>150 - City Attorney</b>                                     |              |                                                                |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                             |              |                                                                |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                       |              |                                                                |                        |             |              |            |                      |               |              |                |
| Account <b>6300.450 - Prof Svc Legal - City Attorney Other Svc</b>        |              |                                                                |                        |             |              |            |                      |               |              |                |
| 11718 - Noland, Hamerly, Etienne & Hoss                                   | 234358       | Professional Legal Services - June-July 2023                   | Paid by Check # 102900 |             | 07/24/2023   | 08/01/2023 | 08/01/2023           |               | 08/04/2023   | 21,434.00      |
| Account <b>6300.450 - Prof Svc Legal - City Attorney Other Svc</b> Totals |              |                                                                |                        |             |              |            | Invoice Transactions | 1             |              | \$21,434.00    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                |              |                                                                |                        |             |              |            | Invoice Transactions | 1             |              | \$21,434.00    |
| Division <b>000 - Non-Div</b> Totals                                      |              |                                                                |                        |             |              |            | Invoice Transactions | 1             |              | \$21,434.00    |
| Department <b>150 - City Attorney</b> Totals                              |              |                                                                |                        |             |              |            | Invoice Transactions | 1             |              | \$21,434.00    |
| Department <b>190 - Citywide Non-Dept</b>                                 |              |                                                                |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                             |              |                                                                |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                       |              |                                                                |                        |             |              |            |                      |               |              |                |
| Account <b>6300.570 - Prof Svc Other</b>                                  |              |                                                                |                        |             |              |            |                      |               |              |                |
| 11710 - HdL Coren & Cone                                                  | SIN030192    | Property Tax July-September 2023                               | Paid by EFT # 3578     |             | 07/27/2023   | 08/01/2023 | 08/01/2023           |               | 08/04/2023   | 2,134.35       |
| 10274 - Hinderliter, de Llamas & Associates ( HDL )                       | SIN029866    | June 2023 - TOT                                                | Paid by EFT # 3579     |             | 07/28/2023   | 07/28/2023 | 06/30/2023           |               | 08/04/2023   | 1,826.67       |
| Account <b>6300.570 - Prof Svc Other</b> Totals                           |              |                                                                |                        |             |              |            | Invoice Transactions | 2             |              | \$3,961.02     |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>               |              |                                                                |                        |             |              |            |                      |               |              |                |
| 10129 - Cintas Corporation                                                | 4162319852   | Cust# 833-711-5963                                             | Paid by Check # 102885 |             | 07/21/2023   | 07/21/2023 | 07/21/2023           |               | 08/04/2023   | 43.72          |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b> Totals        |              |                                                                |                        |             |              |            | Invoice Transactions | 1             |              | \$43.72        |
| Account <b>6380.150 - Utilities Comm Phone System</b>                     |              |                                                                |                        |             |              |            |                      |               |              |                |
| 10758 - AT & T CALNET3                                                    | 000020291053 | CALNET3-9391023466 (384-8477)                                  | Paid by Check # 102881 |             | 07/27/2023   | 08/01/2023 | 08/01/2023           |               | 08/04/2023   | 56.31          |
| 10758 - AT & T CALNET3                                                    | 000020291059 | CALNET3-9391023471 (582-0100)                                  | Paid by Check # 102881 |             | 07/27/2023   | 08/01/2023 | 08/01/2023           |               | 08/04/2023   | 26.92          |
| Account <b>6380.150 - Utilities Comm Phone System</b> Totals              |              |                                                                |                        |             |              |            | Invoice Transactions | 2             |              | \$83.23        |
| Account <b>6400.635 - Material &amp; Suppl Postage Shipping</b>           |              |                                                                |                        |             |              |            |                      |               |              |                |
| 10235 - FedEx                                                             | 8-199-46827  | Documents sent to Karen Tiedemann for signature                | Paid by Check # 102891 |             | 07/21/2023   | 07/24/2023 | 07/24/2023           |               | 08/04/2023   | 38.42          |
| Account <b>6400.635 - Material &amp; Suppl Postage Shipping</b> Totals    |              |                                                                |                        |             |              |            | Invoice Transactions | 1             |              | \$38.42        |
| Account <b>6600.010 - Other Charges Alarm</b>                             |              |                                                                |                        |             |              |            |                      |               |              |                |
| 10239 - First Alarm                                                       | 763940       | Alarm Monitoring - 327 Reindollar Ave - Aug-Sept 2023          | Paid by EFT # 3577     |             | 07/15/2023   | 07/20/2023 | 07/20/2023           |               | 08/04/2023   | 156.06         |
| 10239 - First Alarm                                                       | 762832       | Alarm Monitoring - 211 Hillcrest Ave - City Hall Aug-Sept.2023 | Paid by EFT # 3577     |             | 07/15/2023   | 07/20/2023 | 07/20/2023           |               | 08/04/2023   | 126.03         |
| Account <b>6600.010 - Other Charges Alarm</b> Totals                      |              |                                                                |                        |             |              |            | Invoice Transactions | 2             |              | \$282.09       |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                                  | Invoice No. | Invoice Description                                | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-------------------------------------------------------------------------|-------------|----------------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                          |             |                                                    |                        |             |              |            |                      |               |              |                |
| Department <b>190 - Citywide Non-Dept</b>                               |             |                                                    |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                           |             |                                                    |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                     |             |                                                    |                        |             |              |            |                      |               |              |                |
| Account <b>6600.491 - Other Charges Membership AMBAG</b>                |             |                                                    |                        |             |              |            |                      |               |              |                |
| 10031 - Association of Monterey Bay Area Governments                    | 4346        | FY 2022-2023 Member Jurisdiction Dues              | Paid by Check # 102880 |             | 07/01/2023   | 07/24/2023 | 07/24/2023           |               | 08/04/2023   | 4,604.32       |
| Account <b>6600.491 - Other Charges Membership AMBAG</b> Totals         |             |                                                    |                        |             |              |            | Invoice Transactions |               | 1            | \$4,604.32     |
| Account <b>6600.492 - Other Charges Membership Com Human Svc</b>        |             |                                                    |                        |             |              |            |                      |               |              |                |
| 10158 - Community Human Services                                        | 07-19-23    | CHS JPA Allocation - FY 2023-2024                  | Paid by Check # 102889 |             | 07/19/2023   | 07/21/2023 | 07/21/2023           |               | 08/04/2023   | 12,975.00      |
| Account <b>6600.492 - Other Charges Membership Com Human Svc</b> Totals |             |                                                    |                        |             |              |            | Invoice Transactions |               | 1            | \$12,975.00    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                              |             |                                                    |                        |             |              |            | Invoice Transactions |               | 10           | \$21,987.80    |
| Division <b>000 - Non-Div</b> Totals                                    |             |                                                    |                        |             |              |            | Invoice Transactions |               | 10           | \$21,987.80    |
| Department <b>190 - Citywide Non-Dept</b> Totals                        |             |                                                    |                        |             |              |            | Invoice Transactions |               | 10           | \$21,987.80    |
| Department <b>210 - Police</b>                                          |             |                                                    |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                           |             |                                                    |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                     |             |                                                    |                        |             |              |            |                      |               |              |                |
| Account <b>6300.570 - Prof Svc Other</b>                                |             |                                                    |                        |             |              |            |                      |               |              |                |
| 10140 - City Of Marina Petty Cash                                       | 06.30.2023  | Replenish Petty Cash                               | Paid by Check # 102886 |             | 06/30/2023   | 06/30/2023 | 06/30/2023           |               | 08/04/2023   | 40.00          |
| Account <b>6300.570 - Prof Svc Other</b> Totals                         |             |                                                    |                        |             |              |            | Invoice Transactions |               | 1            | \$40.00        |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b>                |             |                                                    |                        |             |              |            |                      |               |              |                |
| 10080 - Branch's Janitorial                                             | 228627      | Janitorial Service - Police/Fire/Airport July 2023 | Paid by Check # 102883 |             | 07/21/2023   | 07/27/2023 | 07/27/2023           |               | 08/04/2023   | 1,308.34       |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b> Totals         |             |                                                    |                        |             |              |            | Invoice Transactions |               | 1            | \$1,308.34     |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>             |             |                                                    |                        |             |              |            |                      |               |              |                |
| 10493 - Pure H2O                                                        | 19728       | Water Cooler Service Police & Fire 07/01/23        | Paid by Check # 102902 |             | 08/01/2023   | 07/27/2023 | 07/27/2023           |               | 08/04/2023   | 88.55          |
| 10493 - Pure H2O                                                        | 19933       | Water Cooler Service Police & Fire 08/01/23        | Paid by Check # 102902 |             | 08/01/2023   | 07/27/2023 | 07/27/2023           |               | 08/04/2023   | 202.08         |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b> Totals      |             |                                                    |                        |             |              |            | Invoice Transactions |               | 2            | \$290.63       |
| Account <b>6600.455 - Other Charges Leased Parking</b>                  |             |                                                    |                        |             |              |            |                      |               |              |                |
| 10253 - George T. Powell                                                | 08012023    | Parking for Police & Fire                          | Paid by Check # 102894 |             | 08/01/2023   | 07/31/2023 | 07/31/2023           |               | 08/04/2023   | 997.00         |
| Account <b>6600.455 - Other Charges Leased Parking</b> Totals           |             |                                                    |                        |             |              |            | Invoice Transactions |               | 1            | \$997.00       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                              |             |                                                    |                        |             |              |            | Invoice Transactions |               | 5            | \$2,635.97     |
| Division <b>000 - Non-Div</b> Totals                                    |             |                                                    |                        |             |              |            | Invoice Transactions |               | 5            | \$2,635.97     |
| Department <b>210 - Police</b> Totals                                   |             |                                                    |                        |             |              |            | Invoice Transactions |               | 5            | \$2,635.97     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                                             | Invoice No. | Invoice Description                                              | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date           | Invoice Amount    |
|------------------------------------------------------------------------------------|-------------|------------------------------------------------------------------|------------------------|-------------|--------------|------------|------------|---------------|------------------------|-------------------|
| <b>Fund 100 - General Fund</b>                                                     |             |                                                                  |                        |             |              |            |            |               |                        |                   |
| Department <b>250 - Fire</b>                                                       |             |                                                                  |                        |             |              |            |            |               |                        |                   |
| Division <b>000 - Non-Div</b>                                                      |             |                                                                  |                        |             |              |            |            |               |                        |                   |
| Sub-Division <b>00 - Non-Subdiv</b>                                                |             |                                                                  |                        |             |              |            |            |               |                        |                   |
| Account <b>6300.570 - Prof Svc Other</b>                                           |             |                                                                  |                        |             |              |            |            |               |                        |                   |
| 10841 - Carmel Fire Protection Associates - Art Black                              | 123292      | Plan review and inspection for Nguyen Residence, 3044 Vaughan Av | Paid by Check # 102884 |             | 07/21/2023   | 07/27/2023 | 07/27/2023 |               | 08/04/2023             | 230.00            |
| 10841 - Carmel Fire Protection Associates - Art Black                              | 123293      | Plan review and inspection for hood & duct system, Brass Tap     | Paid by Check # 102884 |             | 07/21/2023   | 07/27/2023 | 07/27/2023 |               | 08/04/2023             | 215.00            |
| 10841 - Carmel Fire Protection Associates - Art Black                              | 123295      | Plan review and inspection for Brass Tap, Underground fire main  | Paid by Check # 102884 |             | 07/24/2023   | 07/27/2023 | 07/27/2023 |               | 08/04/2023             | 245.00            |
| Account <b>6300.570 - Prof Svc Other</b> Totals                                    |             |                                                                  |                        |             |              |            |            |               | Invoice Transactions 3 | <u>\$690.00</u>   |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b>                           |             |                                                                  |                        |             |              |            |            |               |                        |                   |
| 10080 - Branch's Janitorial                                                        | 228627      | Janitorial Service - Police/Fire/Airport July 2023               | Paid by Check # 102883 |             | 07/21/2023   | 07/27/2023 | 07/27/2023 |               | 08/04/2023             | 516.66            |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b> Totals                    |             |                                                                  |                        |             |              |            |            |               | Invoice Transactions 1 | <u>\$516.66</u>   |
| Account <b>6360.566 - Maint &amp; Repairs Other Equipment</b>                      |             |                                                                  |                        |             |              |            |            |               |                        |                   |
| 10323 - L.N. Curtis & Sons                                                         | INV730139   | Combustable (Lel) Ex Sensor Replacement Kit                      | Paid by Check # 102907 |             | 07/27/2023   | 07/27/2023 | 07/27/2023 |               | 08/04/2023             | 440.38            |
| Account <b>6360.566 - Maint &amp; Repairs Other Equipment</b> Totals               |             |                                                                  |                        |             |              |            |            |               | Invoice Transactions 1 | <u>\$440.38</u>   |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>                        |             |                                                                  |                        |             |              |            |            |               |                        |                   |
| 10493 - Pure H2O                                                                   | 19728       | Water Cooler Service Police & Fire 07/01/23                      | Paid by Check # 102902 |             | 08/01/2023   | 07/27/2023 | 07/27/2023 |               | 08/04/2023             | 113.53            |
| 10623 - Xerox Financial Services                                                   | 4591949     | FD Monthly Copier Charges 7/17/23 - 08/16/23                     | Paid by Check # 102906 |             | 07/28/2023   | 07/31/2023 | 07/31/2023 |               | 08/04/2023             | 239.26            |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b> Totals                 |             |                                                                  |                        |             |              |            |            |               | Invoice Transactions 2 | <u>\$352.79</u>   |
| Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b>                  |             |                                                                  |                        |             |              |            |            |               |                        |                   |
| 10140 - City Of Marina Petty Cash                                                  | 06.30.2023  | Replenish Petty Cash                                             | Paid by Check # 102886 |             | 06/30/2023   | 06/30/2023 | 06/30/2023 |               | 08/04/2023             | 80.00             |
| Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b> Totals           |             |                                                                  |                        |             |              |            |            |               | Invoice Transactions 1 | <u>\$80.00</u>    |
| Account <b>6400.796 - Material &amp; Suppl Turnout Equip-Wildland Fires</b>        |             |                                                                  |                        |             |              |            |            |               |                        |                   |
| 10323 - L.N. Curtis & Sons                                                         | INV715248   | (23) Fire Navy Polyester Fleece Jackets                          | Paid by Check # 102907 |             | 06/22/2023   | 07/27/2023 | 07/27/2023 |               | 08/04/2023             | 1,635.09          |
| 10323 - L.N. Curtis & Sons                                                         | INV717069   | Large Navy Chameleon Softshell 2.0 Jacket                        | Paid by Check # 102907 |             | 06/22/2023   | 07/27/2023 | 07/27/2023 |               | 08/04/2023             | 152.95            |
| Account <b>6400.796 - Material &amp; Suppl Turnout Equip-Wildland Fires</b> Totals |             |                                                                  |                        |             |              |            |            |               | Invoice Transactions 2 | <u>\$1,788.04</u> |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                                               | Invoice No. | Invoice Description                          | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date            | Invoice Amount |
|--------------------------------------------------------------------------------------|-------------|----------------------------------------------|------------------------|-------------|--------------|------------|------------|---------------|-------------------------|----------------|
| <b>Fund 100 - General Fund</b>                                                       |             |                                              |                        |             |              |            |            |               |                         |                |
| Department <b>250 - Fire</b>                                                         |             |                                              |                        |             |              |            |            |               |                         |                |
| Division <b>000 - Non-Div</b>                                                        |             |                                              |                        |             |              |            |            |               |                         |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                                  |             |                                              |                        |             |              |            |            |               |                         |                |
| Account <b>6600.455 - Other Charges Leased Parking</b>                               |             |                                              |                        |             |              |            |            |               |                         |                |
| 10253 - George T. Powell                                                             | 08012023    | Parking for Police & Fire                    | Paid by Check # 102894 |             | 08/01/2023   | 07/31/2023 | 07/31/2023 |               | 08/04/2023              | 303.00         |
| Account <b>6600.455 - Other Charges Leased Parking</b> Totals                        |             |                                              |                        |             |              |            |            |               | Invoice Transactions 1  | \$303.00       |
| Account <b>6600.490 - Other Charges Membership Prof Orgs</b>                         |             |                                              |                        |             |              |            |            |               |                         |                |
| 10442 - National Fire Protection - NFPA                                              | 2516553     | Membership Renewal for D. McCoun thru 8/2/24 | Paid by Check # 102899 |             | 07/04/2023   | 07/27/2023 | 07/27/2023 |               | 08/04/2023              | 175.00         |
| Account <b>6600.490 - Other Charges Membership Prof Orgs</b> Totals                  |             |                                              |                        |             |              |            |            |               | Invoice Transactions 1  | \$175.00       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                           |             |                                              |                        |             |              |            |            |               | Invoice Transactions 12 | \$4,345.87     |
| Division <b>000 - Non-Div</b> Totals                                                 |             |                                              |                        |             |              |            |            |               | Invoice Transactions 12 | \$4,345.87     |
| Department <b>250 - Fire</b> Totals                                                  |             |                                              |                        |             |              |            |            |               | Invoice Transactions 12 | \$4,345.87     |
| Department <b>310 - Public Works</b>                                                 |             |                                              |                        |             |              |            |            |               |                         |                |
| Division <b>311 - Buildings &amp; Grounds</b>                                        |             |                                              |                        |             |              |            |            |               |                         |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                                  |             |                                              |                        |             |              |            |            |               |                         |                |
| Account <b>6400.800 - Material &amp; Suppl Uniform</b>                               |             |                                              |                        |             |              |            |            |               |                         |                |
| 10140 - City Of Marina Petty Cash                                                    | 06.30.2023  | Replenish Petty Cash                         | Paid by Check # 102886 |             | 06/30/2023   | 06/30/2023 | 06/30/2023 |               | 08/04/2023              | 139.28         |
| Account <b>6400.800 - Material &amp; Suppl Uniform</b> Totals                        |             |                                              |                        |             |              |            |            |               | Invoice Transactions 1  | \$139.28       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                           |             |                                              |                        |             |              |            |            |               | Invoice Transactions 1  | \$139.28       |
| Division <b>311 - Buildings &amp; Grounds</b> Totals                                 |             |                                              |                        |             |              |            |            |               | Invoice Transactions 1  | \$139.28       |
| Department <b>310 - Public Works</b> Totals                                          |             |                                              |                        |             |              |            |            |               | Invoice Transactions 1  | \$139.28       |
| Department <b>410 - Planning</b>                                                     |             |                                              |                        |             |              |            |            |               |                         |                |
| Division <b>000 - Non-Div</b>                                                        |             |                                              |                        |             |              |            |            |               |                         |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                                  |             |                                              |                        |             |              |            |            |               |                         |                |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b>                          |             |                                              |                        |             |              |            |            |               |                         |                |
| 10603 - Verizon Wireless                                                             | 9939265591  | Monthly Verizon Bill-308174766               | Paid by EFT # 3582     |             | 07/10/2023   | 08/01/2023 | 08/01/2023 |               | 08/04/2023              | 102.97         |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b> Totals                   |             |                                              |                        |             |              |            |            |               | Invoice Transactions 1  | \$102.97       |
| Account <b>6400.352 - Material &amp; Suppl IT - Software (non-capitalize)</b>        |             |                                              |                        |             |              |            |            |               |                         |                |
| 10046 - ARC (Former San Jose Blue)                                                   | 12179147    | ARC 7/27/2023                                | Paid by Check # 102879 |             | 06/27/2023   | 08/02/2023 | 08/02/2023 | 08/02/2023    | 08/04/2023              | 282.96         |
| Account <b>6400.352 - Material &amp; Suppl IT - Software (non-capitalize)</b> Totals |             |                                              |                        |             |              |            |            |               | Invoice Transactions 1  | \$282.96       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                           |             |                                              |                        |             |              |            |            |               | Invoice Transactions 2  | \$385.93       |
| Division <b>000 - Non-Div</b> Totals                                                 |             |                                              |                        |             |              |            |            |               | Invoice Transactions 2  | \$385.93       |
| Department <b>410 - Planning</b> Totals                                              |             |                                              |                        |             |              |            |            |               | Invoice Transactions 2  | \$385.93       |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                                            | Invoice No. | Invoice Description              | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-----------------------------------------------------------------------------------|-------------|----------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                                    |             |                                  |                        |             |              |            |                      |               |              |                |
| Department <b>510 - Recreation &amp; Culture</b>                                  |             |                                  |                        |             |              |            |                      |               |              |                |
| Division <b>100 - Admin</b>                                                       |             |                                  |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                               |             |                                  |                        |             |              |            |                      |               |              |                |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b>                          |             |                                  |                        |             |              |            |                      |               |              |                |
| 10080 - Branch's Janitorial                                                       | 228626      | Custodial Services for July 2023 | Paid by Check # 102883 |             | 07/21/2023   | 07/25/2023 | 07/25/2023           |               | 08/04/2023   | 797.39         |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b> Totals                   |             |                                  |                        |             |              |            | Invoice Transactions | 1             |              | \$797.39       |
| Account <b>6380.150 - Utilities Comm Phone System</b>                             |             |                                  |                        |             |              |            |                      |               |              |                |
| 10603 - Verizon Wireless                                                          | 9939866000  | 542454588-00001                  | Paid by EFT # 3582     |             | 07/17/2023   | 07/25/2023 | 07/25/2023           |               | 08/04/2023   | 259.40         |
| Account <b>6380.150 - Utilities Comm Phone System</b> Totals                      |             |                                  |                        |             |              |            | Invoice Transactions | 1             |              | \$259.40       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                        |             |                                  |                        |             |              |            | Invoice Transactions | 2             |              | \$1,056.79     |
| Division <b>100 - Admin</b> Totals                                                |             |                                  |                        |             |              |            | Invoice Transactions | 2             |              | \$1,056.79     |
| Division <b>511 - Youth</b>                                                       |             |                                  |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                               |             |                                  |                        |             |              |            |                      |               |              |                |
| Account <b>6300.570 - Prof Svc Other</b>                                          |             |                                  |                        |             |              |            |                      |               |              |                |
| 10301 - Janice Griffin                                                            | 07-20-23    | Youth Center - Entertainment     | Paid by Check # 102895 |             | 07/20/2023   | 07/25/2023 | 07/25/2023           |               | 08/04/2023   | 600.00         |
| Account <b>6300.570 - Prof Svc Other</b> Totals                                   |             |                                  |                        |             |              |            | Invoice Transactions | 1             |              | \$600.00       |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b>                          |             |                                  |                        |             |              |            |                      |               |              |                |
| 10080 - Branch's Janitorial                                                       | 228626      | Custodial Services for July 2023 | Paid by Check # 102883 |             | 07/21/2023   | 07/25/2023 | 07/25/2023           |               | 08/04/2023   | 370.19         |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b> Totals                   |             |                                  |                        |             |              |            | Invoice Transactions | 1             |              | \$370.19       |
| Account <b>6400.652 - Material &amp; Suppl Recr Special Progr / Events</b>        |             |                                  |                        |             |              |            |                      |               |              |                |
| 10140 - City Of Marina Petty Cash                                                 | 06.30.2023  | Replenish Petty Cash             | Paid by Check # 102886 |             | 06/30/2023   | 06/30/2023 | 06/30/2023           |               | 08/04/2023   | 75.93          |
| Account <b>6400.652 - Material &amp; Suppl Recr Special Progr / Events</b> Totals |             |                                  |                        |             |              |            | Invoice Transactions | 1             |              | \$75.93        |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                        |             |                                  |                        |             |              |            | Invoice Transactions | 3             |              | \$1,046.12     |
| Division <b>511 - Youth</b> Totals                                                |             |                                  |                        |             |              |            | Invoice Transactions | 3             |              | \$1,046.12     |
| Division <b>512 - Teen</b>                                                        |             |                                  |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                               |             |                                  |                        |             |              |            |                      |               |              |                |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b>                          |             |                                  |                        |             |              |            |                      |               |              |                |
| 10080 - Branch's Janitorial                                                       | 228626      | Custodial Services for July 2023 | Paid by Check # 102883 |             | 07/21/2023   | 07/25/2023 | 07/25/2023           |               | 08/04/2023   | 521.70         |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b> Totals                   |             |                                  |                        |             |              |            | Invoice Transactions | 1             |              | \$521.70       |
| Account <b>6400.652 - Material &amp; Suppl Recr Special Progr / Events</b>        |             |                                  |                        |             |              |            |                      |               |              |                |
| 10688 - Rivera, Carolina                                                          | 07-27-23    | Reimbursement                    | Paid by Check # 102903 |             | 07/27/2023   | 07/27/2023 | 07/27/2023           |               | 08/04/2023   | 283.72         |
| Account <b>6400.652 - Material &amp; Suppl Recr Special Progr / Events</b> Totals |             |                                  |                        |             |              |            | Invoice Transactions | 1             |              | \$283.72       |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                                | Invoice No. | Invoice Description                 | Status                    | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-----------------------------------------------------------------------|-------------|-------------------------------------|---------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| <b>Fund 100 - General Fund</b>                                        |             |                                     |                           |             |              |            |                      |               |              |                |
| Department <b>510 - Recreation &amp; Culture</b>                      |             |                                     |                           |             |              |            |                      |               |              |                |
| Division <b>512 - Teen</b>                                            |             |                                     |                           |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                   |             |                                     |                           |             |              |            |                      |               |              |                |
| Account <b>6400.658 - Material &amp; Suppl Recr Teen Progr</b>        |             |                                     |                           |             |              |            |                      |               |              |                |
| 10153 - Comcast                                                       | 07-14-2023  | 8155 10 029 0106172                 | Paid by Check<br># 102888 |             | 07/14/2023   | 07/25/2023 | 07/25/2023           |               | 08/04/2023   | 152.44         |
| Account <b>6400.658 - Material &amp; Suppl Recr Teen Progr</b> Totals |             |                                     |                           |             |              |            | Invoice Transactions | 1             |              | \$152.44       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                            |             |                                     |                           |             |              |            | Invoice Transactions | 3             |              | \$957.86       |
| Division <b>512 - Teen</b> Totals                                     |             |                                     |                           |             |              |            | Invoice Transactions | 3             |              | \$957.86       |
| Division <b>513 - Senior</b>                                          |             |                                     |                           |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                   |             |                                     |                           |             |              |            |                      |               |              |                |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b>              |             |                                     |                           |             |              |            |                      |               |              |                |
| 10080 - Branch's Janitorial                                           | 228626      | Custodial Services for<br>July 2023 | Paid by Check<br># 102883 |             | 07/21/2023   | 07/25/2023 | 07/25/2023           |               | 08/04/2023   | 370.19         |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b> Totals       |             |                                     |                           |             |              |            | Invoice Transactions | 1             |              | \$370.19       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                            |             |                                     |                           |             |              |            | Invoice Transactions | 1             |              | \$370.19       |
| Division <b>513 - Senior</b> Totals                                   |             |                                     |                           |             |              |            | Invoice Transactions | 1             |              | \$370.19       |
| Department <b>510 - Recreation &amp; Culture</b> Totals               |             |                                     |                           |             |              |            | Invoice Transactions | 9             |              | \$3,430.96     |
| Fund <b>100 - General Fund</b> Totals                                 |             |                                     |                           |             |              |            | Invoice Transactions | 53            |              | \$312,502.53   |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                                    | Invoice No. | Invoice Description                          | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount    |
|---------------------------------------------------------------------------|-------------|----------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|-------------------|
| Fund <b>225 - National Park Service</b>                                   |             |                                              |                        |             |              |            |                      |               |              |                   |
| Department <b>000 - Non-Dept</b>                                          |             |                                              |                        |             |              |            |                      |               |              |                   |
| Division <b>000 - Non-Div</b>                                             |             |                                              |                        |             |              |            |                      |               |              |                   |
| Sub-Division <b>00 - Non-Subdiv</b>                                       |             |                                              |                        |             |              |            |                      |               |              |                   |
| Account <b>6300.450 - Prof Svc Legal - City Attorney Other Svc</b>        |             |                                              |                        |             |              |            |                      |               |              |                   |
| 11718 - Noland, Hamerly, Etienne & Hoss                                   | 234358      | Professional Legal Services - June-July 2023 | Paid by Check # 102900 |             | 07/24/2023   | 08/01/2023 | 08/01/2023           |               | 08/04/2023   | 2,730.50          |
| Account <b>6300.450 - Prof Svc Legal - City Attorney Other Svc</b> Totals |             |                                              |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$2,730.50</u> |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                |             |                                              |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$2,730.50</u> |
| Division <b>000 - Non-Div</b> Totals                                      |             |                                              |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$2,730.50</u> |
| Department <b>000 - Non-Dept</b> Totals                                   |             |                                              |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$2,730.50</u> |
| Fund <b>225 - National Park Service</b> Totals                            |             |                                              |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$2,730.50</u> |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                | Invoice No. | Invoice Description                  | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount     |
|-------------------------------------------------------|-------------|--------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|--------------------|
| Fund <b>422 - Capital Projects - Measure X</b>        |             |                                      |                        |             |              |            |                      |               |              |                    |
| Department <b>000 - Non-Dept</b>                      |             |                                      |                        |             |              |            |                      |               |              |                    |
| Division <b>000 - Non-Div</b>                         |             |                                      |                        |             |              |            |                      |               |              |                    |
| Sub-Division <b>00 - Non-Subdiv</b>                   |             |                                      |                        |             |              |            |                      |               |              |                    |
| Account <b>6300.570 - Prof Svc Other</b>              |             |                                      |                        |             |              |            |                      |               |              |                    |
| 11847 - BKF Engineers                                 | 23071199    | FY 22/23 Pavement Management Program | Paid by Check # 102882 |             | 07/25/2023   | 07/26/2023 | 06/30/2023           |               | 08/04/2023   | 11,878.00          |
| Account <b>6300.570 - Prof Svc Other</b> Totals       |             |                                      |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$11,878.00</u> |
| Sub-Division <b>00 - Non-Subdiv</b> Totals            |             |                                      |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$11,878.00</u> |
| Division <b>000 - Non-Div</b> Totals                  |             |                                      |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$11,878.00</u> |
| Department <b>000 - Non-Dept</b> Totals               |             |                                      |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$11,878.00</u> |
| Fund <b>422 - Capital Projects - Measure X</b> Totals |             |                                      |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$11,878.00</u> |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                       | Invoice No. | Invoice Description     | Status                    | Held Reason | Invoice Date | Due Date   | G/L Date               | Received Date | Payment Date | Invoice Amount |
|--------------------------------------------------------------|-------------|-------------------------|---------------------------|-------------|--------------|------------|------------------------|---------------|--------------|----------------|
| Fund <b>460 - Airport Capital Projects</b>                   |             |                         |                           |             |              |            |                        |               |              |                |
| Department <b>000 - Non-Dept</b>                             |             |                         |                           |             |              |            |                        |               |              |                |
| Division <b>000 - Non-Div</b>                                |             |                         |                           |             |              |            |                        |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                          |             |                         |                           |             |              |            |                        |               |              |                |
| Account <b>6700.105 - Capital Outlay Construction</b>        |             |                         |                           |             |              |            |                        |               |              |                |
| 11680 - Color New Co. - Louie Loizu                          | 4           | FY 22/23 Marina Airport | Paid by Check<br># 102887 |             | 05/11/2023   | 07/27/2023 | 06/30/2023             |               | 08/04/2023   | 24,402.59      |
| Account <b>6700.105 - Capital Outlay Construction</b> Totals |             |                         |                           |             |              |            | Invoice Transactions 1 |               |              | \$24,402.59    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                   |             |                         |                           |             |              |            | Invoice Transactions 1 |               |              | \$24,402.59    |
| Division <b>000 - Non-Div</b> Totals                         |             |                         |                           |             |              |            | Invoice Transactions 1 |               |              | \$24,402.59    |
| Department <b>000 - Non-Dept</b> Totals                      |             |                         |                           |             |              |            | Invoice Transactions 1 |               |              | \$24,402.59    |
| Fund <b>460 - Airport Capital Projects</b> Totals            |             |                         |                           |             |              |            | Invoice Transactions 1 |               |              | \$24,402.59    |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                       | Invoice No. | Invoice Description                | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date           | Invoice Amount |
|--------------------------------------------------------------|-------------|------------------------------------|------------------------|-------------|--------------|------------|------------|---------------|------------------------|----------------|
| <b>Fund 462 - City Capital Projects</b>                      |             |                                    |                        |             |              |            |            |               |                        |                |
| Department <b>000 - Non-Dept</b>                             |             |                                    |                        |             |              |            |            |               |                        |                |
| Division <b>000 - Non-Div</b>                                |             |                                    |                        |             |              |            |            |               |                        |                |
| Sub-Division <b>00 - Non-Subdiv</b>                          |             |                                    |                        |             |              |            |            |               |                        |                |
| Account <b>6300.570 - Prof Svc Other</b>                     |             |                                    |                        |             |              |            |            |               |                        |                |
| 11278 - M3 Environmental Consulting, LLC                     | 2324901     | FY 22/23 Equestrian Center Project | Paid by Check # 102897 |             | 05/18/2023   | 07/21/2023 | 06/30/2023 |               | 08/04/2023             | 10,595.00      |
| 10316 - Kimley-Horn & Associates                             | 25287963    | MARINA DTSP VMT FINDINGS           | Paid by Check # 102896 |             | 06/30/2023   | 07/31/2023 | 06/30/2023 |               | 08/04/2023             | 3,500.00       |
| Account <b>6300.570 - Prof Svc Other</b> Totals              |             |                                    |                        |             |              |            |            |               | Invoice Transactions 2 | \$14,095.00    |
| Account <b>6700.105 - Capital Outlay Construction</b>        |             |                                    |                        |             |              |            |            |               |                        |                |
| 11888 - G Hartley Inc - SC Barns, Building and Fence         | 0001106     | fencing                            | Paid by Check # 102892 |             | 06/15/2023   | 07/25/2023 | 06/30/2023 |               | 08/04/2023             | 31,507.70      |
| Account <b>6700.105 - Capital Outlay Construction</b> Totals |             |                                    |                        |             |              |            |            |               | Invoice Transactions 1 | \$31,507.70    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                   |             |                                    |                        |             |              |            |            |               | Invoice Transactions 3 | \$45,602.70    |
| Division <b>000 - Non-Div</b> Totals                         |             |                                    |                        |             |              |            |            |               | Invoice Transactions 3 | \$45,602.70    |
| Department <b>000 - Non-Dept</b> Totals                      |             |                                    |                        |             |              |            |            |               | Invoice Transactions 3 | \$45,602.70    |
| Fund <b>462 - City Capital Projects</b> Totals               |             |                                    |                        |             |              |            |            |               | Invoice Transactions 3 | \$45,602.70    |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/04/23 - 08/04/23

| Vendor                                                                      | Invoice No. | Invoice Description                                | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date            | Invoice Amount |
|-----------------------------------------------------------------------------|-------------|----------------------------------------------------|------------------------|-------------|--------------|------------|------------|---------------|-------------------------|----------------|
| <b>Fund 555 - Marina Airport</b>                                            |             |                                                    |                        |             |              |            |            |               |                         |                |
| Department <b>000 - Non-Dept</b>                                            |             |                                                    |                        |             |              |            |            |               |                         |                |
| Division <b>000 - Non-Div</b>                                               |             |                                                    |                        |             |              |            |            |               |                         |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                         |             |                                                    |                        |             |              |            |            |               |                         |                |
| Account <b>6300.450 - Prof Svc Legal - City Attorney Other Svc</b>          |             |                                                    |                        |             |              |            |            |               |                         |                |
| 11718 - Noland, Hamerly, Etienne & Hoss                                     | 234358      | Professional Legal Services - June-July 2023       | Paid by Check # 102900 |             | 07/24/2023   | 08/01/2023 | 08/01/2023 |               | 08/04/2023              | 1,541.00       |
| Account <b>6300.450 - Prof Svc Legal - City Attorney Other Svc</b> Totals   |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 1  | \$1,541.00     |
| Account <b>6360.030 - Maint &amp; Repairs AWOS Svc &amp; Maint</b>          |             |                                                    |                        |             |              |            |            |               |                         |                |
| 10970 - DBT Transportation Services, LLC                                    | 2551735     | AWOS Annual Service/ Periodic Maintenance          | Paid by Check # 102908 |             | 08/01/2023   | 08/31/2023 | 08/01/2023 |               | 08/04/2023              | 8,150.00       |
| Account <b>6360.030 - Maint &amp; Repairs AWOS Svc &amp; Maint</b> Totals   |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 1  | \$8,150.00     |
| Account <b>6360.280 - Maint &amp; Repairs Habitat Management Svc</b>        |             |                                                    |                        |             |              |            |            |               |                         |                |
| 10250 - Gavilan Pest Control                                                | 154538      | Airport Bldg 520 Squirrels                         | Paid by Check # 102893 |             | 07/31/2023   | 07/31/2023 | 07/31/2023 |               | 08/04/2023              | 1,150.00       |
| 10250 - Gavilan Pest Control                                                | 154539      | Airport Bldg 520 Rodents                           | Paid by Check # 102893 |             | 07/31/2023   | 07/31/2023 | 07/31/2023 |               | 08/04/2023              | 75.00          |
| Account <b>6360.280 - Maint &amp; Repairs Habitat Management Svc</b> Totals |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 2  | \$1,225.00     |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b>                    |             |                                                    |                        |             |              |            |            |               |                         |                |
| 10080 - Branch's Janitorial                                                 | 228627      | Janitorial Service - Police/Fire/Airport July 2023 | Paid by Check # 102883 |             | 07/21/2023   | 07/27/2023 | 07/27/2023 |               | 08/04/2023              | 410.00         |
| Account <b>6360.360 - Maint &amp; Repairs Janitorial</b> Totals             |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 1  | \$410.00       |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b>                 |             |                                                    |                        |             |              |            |            |               |                         |                |
| 10603 - Verizon Wireless                                                    | 9939265591  | Monthly Verizon Bill- 308174766                    | Paid by EFT # 3582     |             | 07/10/2023   | 08/01/2023 | 08/01/2023 |               | 08/04/2023              | 51.46          |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b> Totals          |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 1  | \$51.46        |
| Account <b>6400.232 - Material &amp; Suppl Fuel - Aviation Jet A</b>        |             |                                                    |                        |             |              |            |            |               |                         |                |
| 10227 - Epic Aviation                                                       | 7725681     | JetA Fuel                                          | Paid by Check # 102890 |             | 07/31/2023   | 08/30/2023 | 08/01/2023 | 08/01/2023    | 08/04/2023              | 25,759.38      |
| Account <b>6400.232 - Material &amp; Suppl Fuel - Aviation Jet A</b> Totals |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 1  | \$25,759.38    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                  |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 7  | \$37,136.84    |
| Division <b>000 - Non-Div</b> Totals                                        |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 7  | \$37,136.84    |
| Department <b>000 - Non-Dept</b> Totals                                     |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 7  | \$37,136.84    |
| Fund <b>555 - Marina Airport</b> Totals                                     |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 7  | \$37,136.84    |
| Grand Totals                                                                |             |                                                    |                        |             |              |            |            |               | Invoice Transactions 66 | \$434,253.16   |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                                      | Invoice No.      | Invoice Description           | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-----------------------------------------------------------------------------|------------------|-------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                              |                  |                               |                        |             |              |            |                      |               |              |                |
| Department <b>120 - City Mgr/HR/Risk</b>                                    |                  |                               |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                               |                  |                               |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                         |                  |                               |                        |             |              |            |                      |               |              |                |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>        |                  |                               |                        |             |              |            |                      |               |              |                |
| 10416 - Monterey County Petroleum-Sturdy Oil Co.                            | 24293A-IN        | City Fuel Enthanol/Diesel     | Paid by Check # 102930 |             | 07/21/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 124.00         |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals |                  |                               |                        |             |              |            | Invoice Transactions |               | 1            | \$124.00       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                  |                  |                               |                        |             |              |            | Invoice Transactions |               | 1            | \$124.00       |
| Division <b>000 - Non-Div</b> Totals                                        |                  |                               |                        |             |              |            | Invoice Transactions |               | 1            | \$124.00       |
| Department <b>120 - City Mgr/HR/Risk</b> Totals                             |                  |                               |                        |             |              |            | Invoice Transactions |               | 1            | \$124.00       |
| Department <b>190 - Citywide Non-Dept</b>                                   |                  |                               |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                               |                  |                               |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                         |                  |                               |                        |             |              |            |                      |               |              |                |
| Account <b>6150.200 - Medical Dental</b>                                    |                  |                               |                        |             |              |            |                      |               |              |                |
| 10737 - Premier Access Insurance-Premium Payment                            | 08-01.-23        | Dental Claim (08/2023)        | Paid by Check # 102953 |             | 08/07/2023   | 08/07/2023 | 08/07/2023           |               | 08/11/2023   | (3,632.92)     |
| Account <b>6150.200 - Medical Dental</b> Totals                             |                  |                               |                        |             |              |            | Invoice Transactions |               | 1            | (\$3,632.92)   |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b>                 |                  |                               |                        |             |              |            |                      |               |              |                |
| 10129 - Cintas Corporation                                                  | 4163721645       | Cust# 833-711-5963            | Paid by Check # 102917 |             | 08/04/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 43.22          |
| Account <b>6360.570 - Maint &amp; Repairs Other Svc Agr</b> Totals          |                  |                               |                        |             |              |            | Invoice Transactions |               | 1            | \$43.22        |
| Account <b>6380.150 - Utilities Comm Phone System</b>                       |                  |                               |                        |             |              |            |                      |               |              |                |
| 10758 - AT & T CALNET3                                                      | 20293109         | CALNET3-9391023437 (384-0425) | Paid by Check # 102912 |             | 07/28/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 55.05          |
| 10758 - AT & T CALNET3                                                      | 20293112         | CALNET3-9391023440 (384-0860) | Paid by Check # 102912 |             | 07/28/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 26.98          |
| 10758 - AT & T CALNET3                                                      | 20293113         | CALNET3-9391023441 (384-0888) | Paid by Check # 102912 |             | 07/28/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 26.92          |
| 10758 - AT & T CALNET3                                                      | 20293137         | CALNET3-9391023463 (384-7854) | Paid by Check # 102912 |             | 07/28/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 26.92          |
| 10758 - AT & T CALNET3                                                      | 20293140         | CALNET3-9391023466 (384-8477) | Paid by Check # 102912 |             | 07/28/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 52.30          |
| 10758 - AT & T CALNET3                                                      | 20293142         | CALNET3-9391023468 (384-9148) | Paid by Check # 102912 |             | 07/28/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 26.92          |
| Account <b>6380.150 - Utilities Comm Phone System</b> Totals                |                  |                               |                        |             |              |            | Invoice Transactions |               | 6            | \$215.09       |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b>                      |                  |                               |                        |             |              |            |                      |               |              |                |
| 10463 - Pacific Gas & Electric                                              | July 2023 313-6  | PG&E 6793435313-6             | Paid by Check # 102940 |             | 07/27/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 6,903.22       |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals               |                  |                               |                        |             |              |            | Invoice Transactions |               | 1            | \$6,903.22     |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                       |                  |                               |                        |             |              |            |                      |               |              |                |
| 10349 - Marina Coast Water District                                         | 000056018 071423 | 208 Palm Ave                  | Paid by Check # 102928 |             | 07/14/2023   | 07/25/2023 | 07/25/2023           |               | 08/11/2023   | 136.34         |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                                | Invoice No.  | Invoice Description            | Status        | Held Reason | Invoice Date | Due Date   | G/L Date                | Received Date | Payment Date | Invoice Amount |
|-----------------------------------------------------------------------|--------------|--------------------------------|---------------|-------------|--------------|------------|-------------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                        |              |                                |               |             |              |            |                         |               |              |                |
| Department <b>190 - Citywide Non-Dept</b>                             |              |                                |               |             |              |            |                         |               |              |                |
| Division <b>000 - Non-Div</b>                                         |              |                                |               |             |              |            |                         |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                   |              |                                |               |             |              |            |                         |               |              |                |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                 |              |                                |               |             |              |            |                         |               |              |                |
| 10349 - Marina Coast Water District                                   | 000056020    | 304 Hillcrest Ave              | Paid by Check |             | 07/14/2023   | 07/25/2023 | 07/25/2023              |               | 08/11/2023   | 119.26         |
|                                                                       | 071423       |                                | # 102928      |             |              |            |                         |               |              |                |
| 10349 - Marina Coast Water District                                   | 000056017    | 208-A Palm Ave                 | Paid by Check |             | 07/14/2023   | 07/25/2023 | 07/25/2023              |               | 08/11/2023   | 84.08          |
|                                                                       | 071423       |                                | # 102928      |             |              |            |                         |               |              |                |
| 10432 - Monterey One Water - former MRWPCA                            | 13-000325    | 2800 2nd Ave                   | Paid by Check |             | 07/31/2023   | 08/08/2023 | 08/08/2023              |               | 08/11/2023   | 55.50          |
|                                                                       | 073123       |                                | # 102931      |             |              |            |                         |               |              |                |
| 10432 - Monterey One Water - former MRWPCA                            | 13-000143    | 3220 Imjin Rd                  | Paid by Check |             | 07/31/2023   | 08/08/2023 | 08/08/2023              |               | 08/11/2023   | 33.40          |
|                                                                       | 073123       |                                | # 102931      |             |              |            |                         |               |              |                |
| 10432 - Monterey One Water - former MRWPCA                            | 12-003949    | 209 Cypress Ave                | Paid by Check |             | 07/31/2023   | 08/08/2023 | 08/08/2023              |               | 08/11/2023   | 111.00         |
|                                                                       | 073123       |                                | # 102931      |             |              |            |                         |               |              |                |
| 10432 - Monterey One Water - former MRWPCA                            | 12-003245    | 3254 Abdy Way                  | Paid by Check |             | 07/31/2023   | 08/08/2023 | 08/08/2023              |               | 08/11/2023   | 55.50          |
|                                                                       | 073123       |                                | # 102931      |             |              |            |                         |               |              |                |
| 10432 - Monterey One Water - former MRWPCA                            | 12-001708    | 304 Hillcrest Ave              | Paid by Check |             | 07/31/2023   | 08/08/2023 | 08/08/2023              |               | 08/11/2023   | 55.50          |
|                                                                       | 073123       |                                | # 102931      |             |              |            |                         |               |              |                |
| 10432 - Monterey One Water - former MRWPCA                            | 12-003451    | 0 Seaside Ave & Reservation Rd | Paid by Check |             | 07/31/2023   | 08/08/2023 | 08/08/2023              |               | 08/11/2023   | 55.50          |
|                                                                       | 073123       |                                | # 102931      |             |              |            |                         |               |              |                |
| 10432 - Monterey One Water - former MRWPCA                            | 13-002930    | 3200 Imjin Rd                  | Paid by Check |             | 07/31/2023   | 08/08/2023 | 08/08/2023              |               | 08/11/2023   | 1,110.00       |
|                                                                       | 073123       |                                | # 102931      |             |              |            |                         |               |              |                |
| 10432 - Monterey One Water - former MRWPCA                            | 12-000192    | 3200 Del Monte Blvd            | Paid by Check |             | 07/31/2023   | 08/08/2023 | 08/08/2023              |               | 08/11/2023   | 55.50          |
|                                                                       | 073123       |                                | # 102931      |             |              |            |                         |               |              |                |
| 10432 - Monterey One Water - former MRWPCA                            | 12-001627    | 211 Hillcrest Ave              | Paid by Check |             | 07/31/2023   | 08/08/2023 | 08/08/2023              |               | 08/11/2023   | 222.00         |
|                                                                       | 073123       |                                | # 102931      |             |              |            |                         |               |              |                |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals          |              |                                |               |             |              |            | Invoice Transactions 12 |               |              | \$2,093.58     |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b>        |              |                                |               |             |              |            |                         |               |              |                |
| 10734 - Office Depot-Public Works Dept.                               | 323108140001 | Drawers for Building           | Paid by Check |             | 07/20/2023   | 07/31/2023 | 07/31/2023              |               | 08/11/2023   | 47.51          |
|                                                                       |              |                                | # 102938      |             |              |            |                         |               |              |                |
| 10734 - Office Depot-Public Works Dept.                               | 323109278001 | Drawers for Building           | Paid by Check |             | 07/20/2023   | 07/31/2023 | 07/31/2023              |               | 08/11/2023   | 159.49         |
|                                                                       |              |                                | # 102938      |             |              |            |                         |               |              |                |
| Account <b>6400.565 - Material &amp; Suppl Office Supplies</b> Totals |              |                                |               |             |              |            | Invoice Transactions 2  |               |              | \$207.00       |
| Account <b>6600.496 - Other Charges Membership MB UAPCD</b>           |              |                                |               |             |              |            |                         |               |              |                |
| 10377 - Monterey Bay Air Resources District - MBUAPCD                 | 0003.161     | Per Capita Assessment FY 23-24 | Paid by Check |             | 07/26/2023   | 08/01/2023 | 08/01/2023              |               | 08/11/2023   | 11,475.36      |
|                                                                       |              |                                | # 102929      |             |              |            |                         |               |              |                |
| 10377 - Monterey Bay Air Resources District - MBUAPCD                 | 2796-073123  | 208 Palm Ave/3040 Lake Court   | Paid by Check |             | 07/31/2023   | 08/02/2023 | 08/02/2023              |               | 08/11/2023   | 864.00         |
|                                                                       |              |                                | # 102929      |             |              |            |                         |               |              |                |
| Account <b>6600.496 - Other Charges Membership MB UAPCD</b> Totals    |              |                                |               |             |              |            | Invoice Transactions 2  |               |              | \$12,339.36    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                            |              |                                |               |             |              |            | Invoice Transactions 25 |               |              | \$18,168.55    |
| Division <b>000 - Non-Div</b> Totals                                  |              |                                |               |             |              |            | Invoice Transactions 25 |               |              | \$18,168.55    |
| Department <b>190 - Citywide Non-Dept</b> Totals                      |              |                                |               |             |              |            | Invoice Transactions 25 |               |              | \$18,168.55    |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                                      | Invoice No. | Invoice Description                                             | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-----------------------------------------------------------------------------|-------------|-----------------------------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                              |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Department <b>210 - Police</b>                                              |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                               |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                         |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>        |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10416 - Monterey County Petroleum-Sturdy Oil Co.                            | 24293A-IN   | City Fuel Enthanol/Diesel                                       | Paid by Check # 102930 |             | 07/21/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 4,712.18       |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals |             |                                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$4,712.18     |
| Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b>           |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 11131 - Online Solutions LLC - Citizenserve                                 | 5186        | Marina PD - Annual Billing, Setup Fee, Data Migration           | Paid by Check # 102939 |             | 08/02/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 17,500.00      |
| Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b> Totals    |             |                                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$17,500.00    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                  |             |                                                                 |                        |             |              |            | Invoice Transactions | 2             |              | \$22,212.18    |
| Division <b>000 - Non-Div</b> Totals                                        |             |                                                                 |                        |             |              |            | Invoice Transactions | 2             |              | \$22,212.18    |
| Department <b>210 - Police</b> Totals                                       |             |                                                                 |                        |             |              |            | Invoice Transactions | 2             |              | \$22,212.18    |
| Department <b>250 - Fire</b>                                                |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                               |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                         |             |                                                                 |                        |             |              |            |                      |               |              |                |
| Account <b>6360.070 - Maint &amp; Repairs Bdg Public Safety</b>             |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10152 - Collins Electric Co., Inc.                                          | S2230289-1  | Re-Lamp Pole Light Del Monte Blvd/Reservation                   | Paid by Check # 102919 |             | 07/26/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 1,330.00       |
| Account <b>6360.070 - Maint &amp; Repairs Bdg Public Safety</b> Totals      |             |                                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$1,330.00     |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b>                 |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10603 - Verizon Wireless                                                    | 07-25-23    | Acct# 371782403-00002 - FD Mobile Charges, June 26 - July 25 23 | Paid by EFT # 3609     |             | 07/25/2023   | 08/07/2023 | 08/07/2023           |               | 08/11/2023   | 443.98         |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b> Totals          |             |                                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$443.98       |
| Account <b>6400.050 - Material &amp; Suppl Books &amp; Media</b>            |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10442 - National Fire Protection - NFPA                                     | 8538845X    | ID# 2516553 National Fire Code Subscription Renewal             | Paid by Check # 102935 |             | 08/02/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 1,552.50       |
| Account <b>6400.050 - Material &amp; Suppl Books &amp; Media</b> Totals     |             |                                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$1,552.50     |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>        |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10416 - Monterey County Petroleum-Sturdy Oil Co.                            | 24293A-IN   | City Fuel Enthanol/Diesel                                       | Paid by Check # 102930 |             | 07/21/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 1,130.51       |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals |             |                                                                 |                        |             |              |            | Invoice Transactions | 1             |              | \$1,130.51     |
| Account <b>6600.490 - Other Charges Membership Prof Orgs</b>                |             |                                                                 |                        |             |              |            |                      |               |              |                |
| 10342 - Monterey County Peace Officers Association-MCPOA                    | 08-04-23DM  | Membership for Monterey County Peace Officers Association       | Paid by Check # 102952 |             | 08/04/2023   | 08/04/2023 | 08/04/2023           |               | 08/11/2023   | 35.00          |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                                 | Invoice No.     | Invoice Description                                       | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount    |
|------------------------------------------------------------------------|-----------------|-----------------------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|-------------------|
| <b>Fund 100 - General Fund</b>                                         |                 |                                                           |                        |             |              |            |                      |               |              |                   |
| Department <b>250 - Fire</b>                                           |                 |                                                           |                        |             |              |            |                      |               |              |                   |
| Division <b>000 - Non-Div</b>                                          |                 |                                                           |                        |             |              |            |                      |               |              |                   |
| Sub-Division <b>00 - Non-Subdiv</b>                                    |                 |                                                           |                        |             |              |            |                      |               |              |                   |
| Account <b>6600.490 - Other Charges Membership Prof Orgs</b>           |                 |                                                           |                        |             |              |            |                      |               |              |                   |
| 10342 - Monterey County Peace Officers Association-MCPOA               | 08-04-23CV      | Membership for Monterey County Peace Officers Association | Paid by Check # 102952 |             | 08/04/2023   | 08/04/2023 | 08/04/2023           |               | 08/11/2023   | 35.00             |
| 10342 - Monterey County Peace Officers Association-MCPOA               | 08-04-23SL      | Membership for Monterey County Peace Officers Association | Paid by Check # 102952 |             | 08/04/2023   | 08/04/2023 | 08/04/2023           |               | 08/11/2023   | 35.00             |
| Account <b>6600.490 - Other Charges Membership Prof Orgs</b> Totals    |                 |                                                           |                        |             |              |            | Invoice Transactions | 3             |              | <u>\$105.00</u>   |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                             |                 |                                                           |                        |             |              |            | Invoice Transactions | 7             |              | <u>\$4,561.99</u> |
| Division <b>000 - Non-Div</b> Totals                                   |                 |                                                           |                        |             |              |            | Invoice Transactions | 7             |              | <u>\$4,561.99</u> |
| Department <b>250 - Fire</b> Totals                                    |                 |                                                           |                        |             |              |            | Invoice Transactions | 7             |              | <u>\$4,561.99</u> |
| Department <b>310 - Public Works</b>                                   |                 |                                                           |                        |             |              |            |                      |               |              |                   |
| Division <b>311 - Buildings &amp; Grounds</b>                          |                 |                                                           |                        |             |              |            |                      |               |              |                   |
| Sub-Division <b>00 - Non-Subdiv</b>                                    |                 |                                                           |                        |             |              |            |                      |               |              |                   |
| Account <b>6360.065 - Maint &amp; Repairs Bdg NonFlagship</b>          |                 |                                                           |                        |             |              |            |                      |               |              |                   |
| 10728 - Ace Hardware-Public Works                                      | 058991          | Shop                                                      | Paid by Check # 102910 |             | 07/28/2023   | 07/25/2023 | 07/25/2023           |               | 08/11/2023   | 87.39             |
| 10728 - Ace Hardware-Public Works                                      | 086002          | Shop Supply                                               | Paid by Check # 102910 |             | 07/31/2023   | 07/31/2023 | 07/31/2023           |               | 08/11/2023   | 10.65             |
| 10080 - Branch's Janitorial                                            | 228625          | Custodial Service for July 2023                           | Paid by Check # 102913 |             | 07/21/2023   | 07/25/2023 | 07/25/2023           |               | 08/11/2023   | 2,886.35          |
| Account <b>6360.065 - Maint &amp; Repairs Bdg NonFlagship</b> Totals   |                 |                                                           |                        |             |              |            | Invoice Transactions | 3             |              | <u>\$2,984.39</u> |
| Account <b>6360.070 - Maint &amp; Repairs Bdg Public Safety</b>        |                 |                                                           |                        |             |              |            |                      |               |              |                   |
| 10728 - Ace Hardware-Public Works                                      | 086016          | PD HVAC                                                   | Paid by Check # 102910 |             | 08/01/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 30.64             |
| 10728 - Ace Hardware-Public Works                                      | 086017          | PD HVAC                                                   | Paid by Check # 102910 |             | 08/01/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 54.60             |
| Account <b>6360.070 - Maint &amp; Repairs Bdg Public Safety</b> Totals |                 |                                                           |                        |             |              |            | Invoice Transactions | 2             |              | <u>\$85.24</u>    |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>        |                 |                                                           |                        |             |              |            |                      |               |              |                   |
| 10250 - Gavilan Pest Control                                           | 0154797         | 3126 Shoemaker at Pong Rodents                            | Paid by Check # 102922 |             | 07/26/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 80.00             |
| 10250 - Gavilan Pest Control                                           | 0154869         | Preston Park Squirrels                                    | Paid by Check # 102922 |             | 07/27/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 180.00            |
| 10250 - Gavilan Pest Control                                           | 0154971         | 3254 Abdy Way Gophers                                     | Paid by Check # 102922 |             | 07/27/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 300.00            |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals |                 |                                                           |                        |             |              |            | Invoice Transactions | 3             |              | <u>\$560.00</u>   |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                  |                 |                                                           |                        |             |              |            |                      |               |              |                   |
| 10349 - Marina Coast Water District                                    | 000056046072023 | 3100 Preston Drive                                        | Paid by Check # 102928 |             | 07/20/2023   | 07/31/2023 | 07/31/2023           |               | 08/11/2023   | 214.99            |
| 10349 - Marina Coast Water District                                    | 000056045072023 | 3100 Preston Drive                                        | Paid by Check # 102928 |             | 07/20/2023   | 07/31/2023 | 07/31/2023           |               | 08/11/2023   | 2,805.24          |



# Accounts Payable by G/L Distribution Report

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| Vendor                                                                      | Invoice No. | Invoice Description  | Status        | Held Reason | Invoice Date | Due Date   | G/L Date                | Received Date | Payment Date | Invoice Amount |
|-----------------------------------------------------------------------------|-------------|----------------------|---------------|-------------|--------------|------------|-------------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                              |             |                      |               |             |              |            |                         |               |              |                |
| Department <b>310 - Public Works</b>                                        |             |                      |               |             |              |            |                         |               |              |                |
| Division <b>311 - Buildings &amp; Grounds</b>                               |             |                      |               |             |              |            |                         |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                         |             |                      |               |             |              |            |                         |               |              |                |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                       |             |                      |               |             |              |            |                         |               |              |                |
| 10349 - Marina Coast Water District                                         | 000056094   | 2660 5th Ave         | Paid by Check |             | 07/20/2023   | 07/31/2023 | 07/31/2023              |               | 08/11/2023   | 440.92         |
|                                                                             | 072023      |                      | # 102928      |             |              |            |                         |               |              |                |
| 10349 - Marina Coast Water District                                         | 000056090   | Locke Paddon Park    | Paid by Check |             | 07/20/2023   | 07/31/2023 | 07/31/2023              |               | 08/11/2023   | 62.91          |
|                                                                             | 072023      |                      | # 102928      |             |              |            |                         |               |              |                |
| 10349 - Marina Coast Water District                                         | 000056042   | 3040 Lake Drive      | Paid by Check |             | 07/20/2023   | 07/31/2023 | 07/31/2023              |               | 08/11/2023   | 69.75          |
|                                                                             | 072023      |                      | # 102928      |             |              |            |                         |               |              |                |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals                |             |                      |               |             |              |            | Invoice Transactions 5  |               |              | \$3,593.81     |
| Account <b>6400.155 - Material &amp; Suppl Dump Fees</b>                    |             |                      |               |             |              |            |                         |               |              |                |
| 10043 - Aramark Uniform Service                                             | 5110270853  | PW Uniforms          | Paid by Check |             | 07/26/2023   | 07/25/2023 | 07/25/2023              |               | 08/11/2023   | 77.11          |
|                                                                             |             |                      | # 102911      |             |              |            |                         |               |              |                |
| 10043 - Aramark Uniform Service                                             | 5110270852  | PW Uniforms          | Paid by Check |             | 07/26/2023   | 07/25/2023 | 07/25/2023              |               | 08/11/2023   | 138.07         |
|                                                                             |             |                      | # 102911      |             |              |            |                         |               |              |                |
| Account <b>6400.155 - Material &amp; Suppl Dump Fees</b> Totals             |             |                      |               |             |              |            | Invoice Transactions 2  |               |              | \$215.18       |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>        |             |                      |               |             |              |            |                         |               |              |                |
| 10416 - Monterey County Petroleum-Sturdy Oil Co.                            | 24293A-IN   | City Fuel            | Paid by Check |             | 07/21/2023   | 08/02/2023 | 08/02/2023              |               | 08/11/2023   | 186.01         |
|                                                                             |             | Enthanol/Diesel      | # 102930      |             |              |            |                         |               |              |                |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals |             |                      |               |             |              |            | Invoice Transactions 1  |               |              | \$186.01       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                  |             |                      |               |             |              |            | Invoice Transactions 16 |               |              | \$7,624.63     |
| Division <b>311 - Buildings &amp; Grounds</b> Totals                        |             |                      |               |             |              |            | Invoice Transactions 16 |               |              | \$7,624.63     |
| Division <b>313 - Vehicle Maint</b>                                         |             |                      |               |             |              |            |                         |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                         |             |                      |               |             |              |            |                         |               |              |                |
| Account <b>6360.690 - Maint &amp; Repairs Supplies</b>                      |             |                      |               |             |              |            |                         |               |              |                |
| 10011 - Abbott's Pro-Power                                                  | 179114      | FY 22/23 Shop Supply | Paid by Check |             | 06/28/2023   | 08/04/2023 | 06/30/2023              |               | 08/11/2023   | 388.57         |
|                                                                             |             |                      | # 102909      |             |              |            |                         |               |              |                |
| 10403 - NAPA Auto Parts - former Monterey Auto Supply                       | 4006-998671 | PD Unit              | Paid by Check |             | 08/01/2023   | 08/02/2023 | 08/02/2023              |               | 08/11/2023   | 29.80          |
|                                                                             |             |                      | # 102933      |             |              |            |                         |               |              |                |
| 10403 - NAPA Auto Parts - former Monterey Auto Supply                       | 4006-992895 | PD Unit              | Paid by Check |             | 07/05/2023   | 08/02/2023 | 08/02/2023              |               | 08/11/2023   | 647.55         |
|                                                                             |             |                      | # 102933      |             |              |            |                         |               |              |                |
| 10465 - Pacific Smog                                                        | 1416        | Smog Inspections     | Paid by Check |             | 07/31/2023   | 08/08/2023 | 08/08/2023              |               | 08/11/2023   | 98.50          |
|                                                                             |             |                      | # 102941      |             |              |            |                         |               |              |                |
| Account <b>6360.690 - Maint &amp; Repairs Supplies</b> Totals               |             |                      |               |             |              |            | Invoice Transactions 4  |               |              | \$1,164.42     |
| Account <b>6360.850 - Maint &amp; Repairs Vehicle</b>                       |             |                      |               |             |              |            |                         |               |              |                |
| 10085 - Burton's Fire, Inc.                                                 | S 61382     | 2660 5th Ave Corp    | Paid by Check |             | 08/02/2023   | 08/02/2023 | 08/02/2023              |               | 08/11/2023   | 171.03         |
|                                                                             |             | Yard                 | # 102954      |             |              |            |                         |               |              |                |
| 10438 - My Jeep Chrysler Dodge                                              | JECS330522  | PD Unit              | Paid by Check |             | 07/27/2023   | 08/02/2023 | 08/02/2023              |               | 08/11/2023   | 195.00         |
|                                                                             |             |                      | # 102932      |             |              |            |                         |               |              |                |
| Account <b>6360.850 - Maint &amp; Repairs Vehicle</b> Totals                |             |                      |               |             |              |            | Invoice Transactions 2  |               |              | \$366.03       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                  |             |                      |               |             |              |            | Invoice Transactions 6  |               |              | \$1,530.45     |
| Division <b>313 - Vehicle Maint</b> Totals                                  |             |                      |               |             |              |            | Invoice Transactions 6  |               |              | \$1,530.45     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                               | Invoice No. | Invoice Description                                       | Status                 | Held Reason                                                                 | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|----------------------------------------------------------------------|-------------|-----------------------------------------------------------|------------------------|-----------------------------------------------------------------------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>100 - General Fund</b>                                       |             |                                                           |                        |                                                                             |              |            |                      |               |              |                |
|                                                                      |             |                                                           |                        | Department <b>310 - Public Works</b> Totals                                 |              |            | Invoice Transactions |               | 22           | \$9,155.08     |
| Department <b>410 - Planning</b>                                     |             |                                                           |                        |                                                                             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                        |             |                                                           |                        |                                                                             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                  |             |                                                           |                        |                                                                             |              |            |                      |               |              |                |
| Account <b>6300.610 - Prof Svc Planning - Consultant</b>             |             |                                                           |                        |                                                                             |              |            |                      |               |              |                |
| 10268 - Harris & Associates                                          | 58751       | Professional Services from July 02, 2023 to July 29, 2023 | Paid by Check # 102924 |                                                                             | 08/03/2023   | 08/03/2023 | 08/03/2023           |               | 08/11/2023   | 8,517.50       |
|                                                                      |             |                                                           |                        | Account <b>6300.610 - Prof Svc Planning - Consultant</b> Totals             |              |            | Invoice Transactions |               | 1            | \$8,517.50     |
| Account <b>6330.100 - Fee Agr Costs - Planning</b>                   |             |                                                           |                        |                                                                             |              |            |                      |               |              |                |
| 10316 - Kimley-Horn & Associates                                     | 25287961    | Marina Station COA                                        | Paid by Check # 102927 |                                                                             | 06/30/2023   | 08/08/2023 | 06/30/2023           |               | 08/11/2023   | 10,214.00      |
| 10316 - Kimley-Horn & Associates                                     | 25287960    | Marina Station Traffic                                    | Paid by Check # 102927 |                                                                             | 06/30/2023   | 08/08/2023 | 06/30/2023           |               | 08/11/2023   | 1,606.00       |
|                                                                      |             |                                                           |                        | Account <b>6330.100 - Fee Agr Costs - Planning</b> Totals                   |              |            | Invoice Transactions |               | 2            | \$11,820.00    |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> |             |                                                           |                        |                                                                             |              |            |                      |               |              |                |
| 10416 - Monterey County Petroleum-Sturdy Oil Co.                     | 24293A-IN   | City Fuel Enthanol/Diesel                                 | Paid by Check # 102930 |                                                                             | 07/21/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 124.00         |
|                                                                      |             |                                                           |                        | Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals |              |            | Invoice Transactions |               | 1            | \$124.00       |
|                                                                      |             |                                                           |                        | Sub-Division <b>00 - Non-Subdiv</b> Totals                                  |              |            | Invoice Transactions |               | 4            | \$20,461.50    |
|                                                                      |             |                                                           |                        | Division <b>000 - Non-Div</b> Totals                                        |              |            | Invoice Transactions |               | 4            | \$20,461.50    |
|                                                                      |             |                                                           |                        | Department <b>410 - Planning</b> Totals                                     |              |            | Invoice Transactions |               | 4            | \$20,461.50    |
| Department <b>430 - Building Inspection</b>                          |             |                                                           |                        |                                                                             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                        |             |                                                           |                        |                                                                             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                  |             |                                                           |                        |                                                                             |              |            |                      |               |              |                |
| Account <b>6300.100 - Prof Svc Code Enforcement</b>                  |             |                                                           |                        |                                                                             |              |            |                      |               |              |                |
| 11477 - Cheryl Kent - DBA Fastrac                                    | 2023-65     | Code Force Investigations                                 | Paid by Check # 102948 |                                                                             | 07/20/2023   | 08/03/2023 | 08/03/2023           |               | 08/11/2023   | 1,435.00       |
|                                                                      |             |                                                           |                        | Account <b>6300.100 - Prof Svc Code Enforcement</b> Totals                  |              |            | Invoice Transactions |               | 1            | \$1,435.00     |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b>          |             |                                                           |                        |                                                                             |              |            |                      |               |              |                |
| 10603 - Verizon Wireless                                             | 9939976677  | Verizon Wireless July 2023 (972476364-0001)               | Paid by EFT # 3609     |                                                                             | 07/18/2023   | 07/31/2023 | 07/31/2023           |               | 08/11/2023   | 110.36         |
|                                                                      |             |                                                           |                        | Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b> Totals          |              |            | Invoice Transactions |               | 1            | \$110.36       |
|                                                                      |             |                                                           |                        | Sub-Division <b>00 - Non-Subdiv</b> Totals                                  |              |            | Invoice Transactions |               | 2            | \$1,545.36     |
|                                                                      |             |                                                           |                        | Division <b>000 - Non-Div</b> Totals                                        |              |            | Invoice Transactions |               | 2            | \$1,545.36     |
|                                                                      |             |                                                           |                        | Department <b>430 - Building Inspection</b> Totals                          |              |            | Invoice Transactions |               | 2            | \$1,545.36     |



# Accounts Payable by G/L Distribution Report

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| Vendor                                                                      | Invoice No. | Invoice Description          | Status                    | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount     |
|-----------------------------------------------------------------------------|-------------|------------------------------|---------------------------|-------------|--------------|------------|----------------------|---------------|--------------|--------------------|
| <b>Fund 100 - General Fund</b>                                              |             |                              |                           |             |              |            |                      |               |              |                    |
| Department <b>510 - Recreation &amp; Culture</b>                            |             |                              |                           |             |              |            |                      |               |              |                    |
| Division <b>100 - Admin</b>                                                 |             |                              |                           |             |              |            |                      |               |              |                    |
| Sub-Division <b>00 - Non-Subdiv</b>                                         |             |                              |                           |             |              |            |                      |               |              |                    |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>        |             |                              |                           |             |              |            |                      |               |              |                    |
| 10416 - Monterey County Petroleum-Sturdy Oil Co.                            | 24293A-IN   | City Fuel<br>Enthanol/Diesel | Paid by Check<br># 102930 |             | 07/21/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 310.02             |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals |             |                              |                           |             |              |            | Invoice Transactions | 1             |              | <u>\$310.02</u>    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                  |             |                              |                           |             |              |            | Invoice Transactions | 1             |              | <u>\$310.02</u>    |
| Division <b>100 - Admin</b> Totals                                          |             |                              |                           |             |              |            | Invoice Transactions | 1             |              | <u>\$310.02</u>    |
| Division <b>511 - Youth</b>                                                 |             |                              |                           |             |              |            |                      |               |              |                    |
| Sub-Division <b>00 - Non-Subdiv</b>                                         |             |                              |                           |             |              |            |                      |               |              |                    |
| Account <b>6600.145 - Other Charges Equipment Rental</b>                    |             |                              |                           |             |              |            |                      |               |              |                    |
| 11900 - Juan Reyes                                                          | 09-09-23    | MLK - equipment rental       | Paid by Check<br># 102925 |             | 08/09/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 2,000.00           |
| Account <b>6600.145 - Other Charges Equipment Rental</b> Totals             |             |                              |                           |             |              |            | Invoice Transactions | 1             |              | <u>\$2,000.00</u>  |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                  |             |                              |                           |             |              |            | Invoice Transactions | 1             |              | <u>\$2,000.00</u>  |
| Division <b>511 - Youth</b> Totals                                          |             |                              |                           |             |              |            | Invoice Transactions | 1             |              | <u>\$2,000.00</u>  |
| Department <b>510 - Recreation &amp; Culture</b> Totals                     |             |                              |                           |             |              |            | Invoice Transactions | 2             |              | <u>\$2,310.02</u>  |
| Fund <b>100 - General Fund</b> Totals                                       |             |                              |                           |             |              |            | Invoice Transactions | 65            |              | <u>\$78,538.68</u> |



# Accounts Payable by G/L Distribution Report

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| Vendor                                                                 | Invoice No. | Invoice Description               | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|------------------------------------------------------------------------|-------------|-----------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>130 - Library Maintenance</b>                                  |             |                                   |                        |             |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                                       |             |                                   |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                          |             |                                   |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                    |             |                                   |                        |             |              |            |                      |               |              |                |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>        |             |                                   |                        |             |              |            |                      |               |              |                |
| 10446 - New Image Landscape Co.                                        | 143325      | Landscape Maintenance August 2023 | Paid by Check # 102936 |             | 07/31/2023   | 08/08/2023 | 08/08/2023           |               | 08/11/2023   | 675.00         |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals |             |                                   |                        |             |              |            | Invoice Transactions | 1             |              | \$675.00       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                             |             |                                   |                        |             |              |            | Invoice Transactions | 1             |              | \$675.00       |
| Division <b>000 - Non-Div</b> Totals                                   |             |                                   |                        |             |              |            | Invoice Transactions | 1             |              | \$675.00       |
| Department <b>000 - Non-Dept</b> Totals                                |             |                                   |                        |             |              |            | Invoice Transactions | 1             |              | \$675.00       |
| Fund <b>130 - Library Maintenance</b> Totals                           |             |                                   |                        |             |              |            | Invoice Transactions | 1             |              | \$675.00       |



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| Vendor                                                                                 | Invoice No.     | Invoice Description                         | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date | Invoice Amount         |
|----------------------------------------------------------------------------------------|-----------------|---------------------------------------------|------------------------|-------------|--------------|------------|------------|---------------|--------------|------------------------|
| <b>Fund 220 - Gas Tax</b>                                                              |                 |                                             |                        |             |              |            |            |               |              |                        |
| Department <b>000 - Non-Dept</b>                                                       |                 |                                             |                        |             |              |            |            |               |              |                        |
| Division <b>000 - Non-Div</b>                                                          |                 |                                             |                        |             |              |            |            |               |              |                        |
| Sub-Division <b>00 - Non-Subdiv</b>                                                    |                 |                                             |                        |             |              |            |            |               |              |                        |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b>                            |                 |                                             |                        |             |              |            |            |               |              |                        |
| 10603 - Verizon Wireless                                                               | 9939976677      | Verizon Wireless July 2023 (972476364-0001) | Paid by EFT # 3609     |             | 07/18/2023   | 07/31/2023 | 07/31/2023 |               | 08/11/2023   | 578.95                 |
| Account <b>6380.120 - Utilities Comm Mobile &amp; Pager</b> Totals                     |                 |                                             |                        |             |              |            |            |               |              | Invoice Transactions 1 |
|                                                                                        |                 |                                             |                        |             |              |            |            |               |              | \$578.95               |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b>                                 |                 |                                             |                        |             |              |            |            |               |              |                        |
| 10463 - Pacific Gas & Electric                                                         | July 2023 313-6 | PG&E 6793435313-6                           | Paid by Check # 102940 |             | 07/27/2023   | 08/09/2023 | 08/09/2023 |               | 08/11/2023   | 692.10                 |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals                          |                 |                                             |                        |             |              |            |            |               |              | Invoice Transactions 1 |
|                                                                                        |                 |                                             |                        |             |              |            |            |               |              | \$692.10               |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                                  |                 |                                             |                        |             |              |            |            |               |              |                        |
| 10349 - Marina Coast Water District                                                    | 000056016071423 | Resev Rd & Seacrest Ave-Next to Fire Hyd    | Paid by Check # 102928 |             | 07/14/2023   | 07/25/2023 | 07/25/2023 |               | 08/11/2023   | 36.77                  |
| 10349 - Marina Coast Water District                                                    | 000056021071423 | Reservation Rd/By 290-308 Reservation       | Paid by Check # 102928 |             | 07/14/2023   | 07/25/2023 | 07/25/2023 |               | 08/11/2023   | 36.77                  |
| 10349 - Marina Coast Water District                                                    | 000056040072023 | Hilo Ave                                    | Paid by Check # 102928 |             | 07/20/2023   | 07/31/2023 | 07/31/2023 |               | 08/11/2023   | 28.34                  |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals                           |                 |                                             |                        |             |              |            |            |               |              | Invoice Transactions 3 |
|                                                                                        |                 |                                             |                        |             |              |            |            |               |              | \$101.88               |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>                   |                 |                                             |                        |             |              |            |            |               |              |                        |
| 10416 - Monterey County Petroleum-Sturdy Oil Co.                                       | 24293A-IN       | City Fuel Enthanol/Diesel                   | Paid by Check # 102930 |             | 07/21/2023   | 08/02/2023 | 08/02/2023 |               | 08/11/2023   | 559.60                 |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals            |                 |                                             |                        |             |              |            |            |               |              | Invoice Transactions 1 |
|                                                                                        |                 |                                             |                        |             |              |            |            |               |              | \$559.60               |
| Account <b>6400.733 - Material &amp; Suppl Signs</b>                                   |                 |                                             |                        |             |              |            |            |               |              |                        |
| 10108 - Capitol Barricade, Inc.                                                        | 155455          | Clear Reflective                            | Paid by Check # 102916 |             | 07/26/2023   | 07/25/2023 | 07/25/2023 |               | 08/11/2023   | 186.27                 |
| 10108 - Capitol Barricade, Inc.                                                        | 155619          | Black Bundy                                 | Paid by Check # 102916 |             | 07/31/2023   | 07/31/2023 | 07/31/2023 |               | 08/11/2023   | 493.17                 |
| Account <b>6400.733 - Material &amp; Suppl Signs</b> Totals                            |                 |                                             |                        |             |              |            |            |               |              | Invoice Transactions 2 |
|                                                                                        |                 |                                             |                        |             |              |            |            |               |              | \$679.44               |
| Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b>                      |                 |                                             |                        |             |              |            |            |               |              |                        |
| 10540 - Sierra Springs & Alhambra                                                      | 9696351072923   | Corp Yard                                   | Paid by Check # 102943 |             | 07/29/2023   | 07/31/2023 | 07/31/2023 |               | 08/11/2023   | 131.40                 |
| Account <b>6400.740 - Material &amp; Suppl Special Dept Suppl</b> Totals               |                 |                                             |                        |             |              |            |            |               |              | Invoice Transactions 1 |
|                                                                                        |                 |                                             |                        |             |              |            |            |               |              | \$131.40               |
| Account <b>6400.750 - Material &amp; Suppl Street Material (non-capitalize)</b>        |                 |                                             |                        |             |              |            |            |               |              |                        |
| 10261 - Graniterock/Pavex Construction                                                 | 2105163         | Granitepatch                                | Paid by Check # 102923 |             | 07/22/2023   | 07/25/2023 | 07/25/2023 |               | 08/11/2023   | 1,652.82               |
| Account <b>6400.750 - Material &amp; Suppl Street Material (non-capitalize)</b> Totals |                 |                                             |                        |             |              |            |            |               |              | Invoice Transactions 1 |
|                                                                                        |                 |                                             |                        |             |              |            |            |               |              | \$1,652.82             |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                               | Invoice No. | Invoice Description | Status                    | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|----------------------------------------------------------------------|-------------|---------------------|---------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>220 - Gas Tax</b>                                            |             |                     |                           |             |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                                     |             |                     |                           |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                        |             |                     |                           |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                  |             |                     |                           |             |              |            |                      |               |              |                |
| Account <b>6400.780 - Material &amp; Suppl Traffic Signal</b>        |             |                     |                           |             |              |            |                      |               |              |                |
| 11515 - Nor Cal Signal Supply - Ellen Lynnette Poole                 | 1242-1      | Signals             | Paid by Check<br># 102937 |             | 07/26/2023   | 07/25/2023 | 07/25/2023           |               | 08/11/2023   | 393.30         |
| Account <b>6400.780 - Material &amp; Suppl Traffic Signal</b> Totals |             |                     |                           |             |              |            | Invoice Transactions |               | 1            | \$393.30       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                           |             |                     |                           |             |              |            | Invoice Transactions |               | 11           | \$4,789.49     |
| Division <b>000 - Non-Div</b> Totals                                 |             |                     |                           |             |              |            | Invoice Transactions |               | 11           | \$4,789.49     |
| Department <b>000 - Non-Dept</b> Totals                              |             |                     |                           |             |              |            | Invoice Transactions |               | 11           | \$4,789.49     |
| Fund <b>220 - Gas Tax</b> Totals                                     |             |                     |                           |             |              |            | Invoice Transactions |               | 11           | \$4,789.49     |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                       | Invoice No. | Invoice Description | Status                    | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|--------------------------------------------------------------|-------------|---------------------|---------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>225 - National Park Service</b>                      |             |                     |                           |             |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                             |             |                     |                           |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                |             |                     |                           |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                          |             |                     |                           |             |              |            |                      |               |              |                |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>        |             |                     |                           |             |              |            |                      |               |              |                |
| 10432 - Monterey One Water - former MRWPCA                   | 13-000328   | 4th Ave Dy Dr       | Paid by Check<br># 102931 |             | 03/31/2018   | 08/08/2023 | 06/30/2023           |               | 08/11/2023   | 138.00         |
| 10432 - Monterey One Water - former MRWPCA                   | 13-000183   | 4th Ave Dy Dr       | Paid by Check<br># 102931 |             | 07/31/2023   | 08/08/2023 | 08/08/2023           |               | 08/11/2023   | 333.00         |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals |             |                     |                           |             |              |            | Invoice Transactions | 2             |              | \$471.00       |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                   |             |                     |                           |             |              |            | Invoice Transactions | 2             |              | \$471.00       |
| Division <b>000 - Non-Div</b> Totals                         |             |                     |                           |             |              |            | Invoice Transactions | 2             |              | \$471.00       |
| Department <b>000 - Non-Dept</b> Totals                      |             |                     |                           |             |              |            | Invoice Transactions | 2             |              | \$471.00       |
| Fund <b>225 - National Park Service</b> Totals               |             |                     |                           |             |              |            | Invoice Transactions | 2             |              | \$471.00       |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                                 | Invoice No. | Invoice Description               | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount  |
|------------------------------------------------------------------------|-------------|-----------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|-----------------|
| Fund <b>232 - Seabreeze AD</b>                                         |             |                                   |                        |             |              |            |                      |               |              |                 |
| Department <b>000 - Non-Dept</b>                                       |             |                                   |                        |             |              |            |                      |               |              |                 |
| Division <b>000 - Non-Div</b>                                          |             |                                   |                        |             |              |            |                      |               |              |                 |
| Sub-Division <b>00 - Non-Subdiv</b>                                    |             |                                   |                        |             |              |            |                      |               |              |                 |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>        |             |                                   |                        |             |              |            |                      |               |              |                 |
| 10446 - New Image Landscape Co.                                        | 143325      | Landscape Maintenance August 2023 | Paid by Check # 102936 |             | 07/31/2023   | 08/08/2023 | 08/08/2023           |               | 08/11/2023   | 218.00          |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals |             |                                   |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$218.00</u> |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                             |             |                                   |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$218.00</u> |
| Division <b>000 - Non-Div</b> Totals                                   |             |                                   |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$218.00</u> |
| Department <b>000 - Non-Dept</b> Totals                                |             |                                   |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$218.00</u> |
| Fund <b>232 - Seabreeze AD</b> Totals                                  |             |                                   |                        |             |              |            | Invoice Transactions | 1             |              | <u>\$218.00</u> |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                                 | Invoice No.     | Invoice Description               | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date           | Invoice Amount |
|------------------------------------------------------------------------|-----------------|-----------------------------------|------------------------|-------------|--------------|------------|------------|---------------|------------------------|----------------|
| Fund <b>233 - Monterey Bay Estates AD</b>                              |                 |                                   |                        |             |              |            |            |               |                        |                |
| Department <b>000 - Non-Dept</b>                                       |                 |                                   |                        |             |              |            |            |               |                        |                |
| Division <b>000 - Non-Div</b>                                          |                 |                                   |                        |             |              |            |            |               |                        |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                    |                 |                                   |                        |             |              |            |            |               |                        |                |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>        |                 |                                   |                        |             |              |            |            |               |                        |                |
| 10446 - New Image Landscape Co.                                        | 143325          | Landscape Maintenance August 2023 | Paid by Check # 102936 |             | 07/31/2023   | 08/08/2023 | 08/08/2023 |               | 08/11/2023             | 468.00         |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals |                 |                                   |                        |             |              |            |            |               | Invoice Transactions 1 | \$468.00       |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b>                 |                 |                                   |                        |             |              |            |            |               |                        |                |
| 10463 - Pacific Gas & Electric                                         | July 2023 313-6 | PG&E 6793435313-6                 | Paid by Check # 102940 |             | 07/27/2023   | 08/09/2023 | 08/09/2023 |               | 08/11/2023             | 10.05          |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals          |                 |                                   |                        |             |              |            |            |               | Invoice Transactions 1 | \$10.05        |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                             |                 |                                   |                        |             |              |            |            |               | Invoice Transactions 2 | \$478.05       |
| Division <b>000 - Non-Div</b> Totals                                   |                 |                                   |                        |             |              |            |            |               | Invoice Transactions 2 | \$478.05       |
| Department <b>000 - Non-Dept</b> Totals                                |                 |                                   |                        |             |              |            |            |               | Invoice Transactions 2 | \$478.05       |
| Fund <b>233 - Monterey Bay Estates AD</b> Totals                       |                 |                                   |                        |             |              |            |            |               | Invoice Transactions 2 | \$478.05       |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                                 | Invoice No.     | Invoice Description               | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date           | Invoice Amount |
|------------------------------------------------------------------------|-----------------|-----------------------------------|------------------------|-------------|--------------|------------|------------|---------------|------------------------|----------------|
| Fund <b>235 - Cypress Cove II AD</b>                                   |                 |                                   |                        |             |              |            |            |               |                        |                |
| Department <b>000 - Non-Dept</b>                                       |                 |                                   |                        |             |              |            |            |               |                        |                |
| Division <b>000 - Non-Div</b>                                          |                 |                                   |                        |             |              |            |            |               |                        |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                    |                 |                                   |                        |             |              |            |            |               |                        |                |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>        |                 |                                   |                        |             |              |            |            |               |                        |                |
| 10446 - New Image Landscape Co.                                        | 143325          | Landscape Maintenance August 2023 | Paid by Check # 102936 |             | 07/31/2023   | 08/08/2023 | 08/08/2023 |               | 08/11/2023             | 530.00         |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals |                 |                                   |                        |             |              |            |            |               | Invoice Transactions 1 | \$530.00       |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b>                 |                 |                                   |                        |             |              |            |            |               |                        |                |
| 10463 - Pacific Gas & Electric                                         | July 2023 313-6 | PG&E 6793435313-6                 | Paid by Check # 102940 |             | 07/27/2023   | 08/09/2023 | 08/09/2023 |               | 08/11/2023             | 9.85           |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals          |                 |                                   |                        |             |              |            |            |               | Invoice Transactions 1 | \$9.85         |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                             |                 |                                   |                        |             |              |            |            |               | Invoice Transactions 2 | \$539.85       |
| Division <b>000 - Non-Div</b> Totals                                   |                 |                                   |                        |             |              |            |            |               | Invoice Transactions 2 | \$539.85       |
| Department <b>000 - Non-Dept</b> Totals                                |                 |                                   |                        |             |              |            |            |               | Invoice Transactions 2 | \$539.85       |
| Fund <b>235 - Cypress Cove II AD</b> Totals                            |                 |                                   |                        |             |              |            |            |               | Invoice Transactions 2 | \$539.85       |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                                 | Invoice No.      | Invoice Description               | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date   | Received Date | Payment Date           | Invoice Amount |
|------------------------------------------------------------------------|------------------|-----------------------------------|------------------------|-------------|--------------|------------|------------|---------------|------------------------|----------------|
| Fund <b>251 - CFD - Locke Paddon</b>                                   |                  |                                   |                        |             |              |            |            |               |                        |                |
| Department <b>000 - Non-Dept</b>                                       |                  |                                   |                        |             |              |            |            |               |                        |                |
| Division <b>000 - Non-Div</b>                                          |                  |                                   |                        |             |              |            |            |               |                        |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                    |                  |                                   |                        |             |              |            |            |               |                        |                |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>        |                  |                                   |                        |             |              |            |            |               |                        |                |
| 10446 - New Image Landscape Co.                                        | 143325           | Landscape Maintenance August 2023 | Paid by Check # 102936 |             | 07/31/2023   | 08/08/2023 | 08/08/2023 |               | 08/11/2023             | 249.00         |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals |                  |                                   |                        |             |              |            |            |               | Invoice Transactions 1 | \$249.00       |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                  |                  |                                   |                        |             |              |            |            |               |                        |                |
| 10349 - Marina Coast Water District                                    | 012016000 072023 | 199 A Paddon Place                | Paid by Check # 102928 |             | 07/20/2023   | 07/31/2023 | 07/31/2023 |               | 08/11/2023             | 38.22          |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals           |                  |                                   |                        |             |              |            |            |               | Invoice Transactions 1 | \$38.22        |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                             |                  |                                   |                        |             |              |            |            |               | Invoice Transactions 2 | \$287.22       |
| Division <b>000 - Non-Div</b> Totals                                   |                  |                                   |                        |             |              |            |            |               | Invoice Transactions 2 | \$287.22       |
| Department <b>000 - Non-Dept</b> Totals                                |                  |                                   |                        |             |              |            |            |               | Invoice Transactions 2 | \$287.22       |
| Fund <b>251 - CFD - Locke Paddon</b> Totals                            |                  |                                   |                        |             |              |            |            |               | Invoice Transactions 2 | \$287.22       |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                       | Invoice No. | Invoice Description                         | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date               | Received Date | Payment Date | Invoice Amount |
|--------------------------------------------------------------|-------------|---------------------------------------------|------------------------|-------------|--------------|------------|------------------------|---------------|--------------|----------------|
| Fund <b>460 - Airport Capital Projects</b>                   |             |                                             |                        |             |              |            |                        |               |              |                |
| Department <b>000 - Non-Dept</b>                             |             |                                             |                        |             |              |            |                        |               |              |                |
| Division <b>000 - Non-Div</b>                                |             |                                             |                        |             |              |            |                        |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                          |             |                                             |                        |             |              |            |                        |               |              |                |
| Account <b>6700.105 - Capital Outlay Construction</b>        |             |                                             |                        |             |              |            |                        |               |              |                |
| 11680 - Color New Co. - Louie Loizu                          | 5           | Airport Building B533 Exterior Improvements | Paid by Check # 102920 |             | 07/26/2023   | 07/28/2023 | 06/30/2023             |               | 08/11/2023   | 24,879.35      |
| Account <b>6700.105 - Capital Outlay Construction</b> Totals |             |                                             |                        |             |              |            | Invoice Transactions 1 |               |              | \$24,879.35    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                   |             |                                             |                        |             |              |            | Invoice Transactions 1 |               |              | \$24,879.35    |
| Division <b>000 - Non-Div</b> Totals                         |             |                                             |                        |             |              |            | Invoice Transactions 1 |               |              | \$24,879.35    |
| Department <b>000 - Non-Dept</b> Totals                      |             |                                             |                        |             |              |            | Invoice Transactions 1 |               |              | \$24,879.35    |
| Fund <b>460 - Airport Capital Projects</b> Totals            |             |                                             |                        |             |              |            | Invoice Transactions 1 |               |              | \$24,879.35    |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                          | Invoice No. | Invoice Description                 | Status                    | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|-------------------------------------------------|-------------|-------------------------------------|---------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| <b>Fund 462 - City Capital Projects</b>         |             |                                     |                           |             |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                |             |                                     |                           |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                   |             |                                     |                           |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>             |             |                                     |                           |             |              |            |                      |               |              |                |
| Account <b>6300.570 - Prof Svc Other</b>        |             |                                     |                           |             |              |            |                      |               |              |                |
| 10316 - Kimley-Horn & Associates                | 25254554    | 2021 Dev Impact Fee                 | Paid by Check<br># 102927 |             | 06/30/2023   | 08/01/2023 | 06/30/2023           |               | 08/11/2023   | 22,562.50      |
| 11285 - Junk King Monterey Bay                  | JK2863244   | Water City/Pool Clean<br>out        | Paid by Check<br># 102926 |             | 07/29/2023   | 07/25/2023 | 07/25/2023           |               | 08/11/2023   | 8,549.00       |
| 11884 - National Construction Rentals, Inc.     | 7044369     | 6 ft Temp Panels Fort<br>Ord Morgue | Paid by Check<br># 102934 |             | 06/19/2023   | 08/08/2023 | 06/30/2023           |               | 08/11/2023   | 338.64         |
| 11199 - Wald, Ruhnke & Dost Architects,<br>LLP  | 2301404     | FY 22/23 Equestrian<br>Center       | Paid by Check<br># 102945 |             | 06/30/2023   | 08/02/2023 | 06/30/2023           |               | 08/11/2023   | 4,581.37       |
| Account <b>6300.570 - Prof Svc Other</b> Totals |             |                                     |                           |             |              |            | Invoice Transactions | 4             |              | \$36,031.51    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals      |             |                                     |                           |             |              |            | Invoice Transactions | 4             |              | \$36,031.51    |
| Division <b>000 - Non-Div</b> Totals            |             |                                     |                           |             |              |            | Invoice Transactions | 4             |              | \$36,031.51    |
| Department <b>000 - Non-Dept</b> Totals         |             |                                     |                           |             |              |            | Invoice Transactions | 4             |              | \$36,031.51    |
| Fund <b>462 - City Capital Projects</b> Totals  |             |                                     |                           |             |              |            | Invoice Transactions | 4             |              | \$36,031.51    |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                                   | Invoice No. | Invoice Description                         | Status                 | Held Reason | Invoice Date | Due Date   | G/L Date             | Received Date | Payment Date | Invoice Amount |
|--------------------------------------------------------------------------|-------------|---------------------------------------------|------------------------|-------------|--------------|------------|----------------------|---------------|--------------|----------------|
| Fund <b>555 - Marina Airport</b>                                         |             |                                             |                        |             |              |            |                      |               |              |                |
| Department <b>000 - Non-Dept</b>                                         |             |                                             |                        |             |              |            |                      |               |              |                |
| Division <b>000 - Non-Div</b>                                            |             |                                             |                        |             |              |            |                      |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                      |             |                                             |                        |             |              |            |                      |               |              |                |
| Account <b>6300.025 - Prof Svc Airport Master Plan</b>                   |             |                                             |                        |             |              |            |                      |               |              |                |
| 10150 - Coffman Associates                                               | 19GS04-16   | Marina Pen & Ink ALP Update Airport         | Paid by Check # 102918 |             | 07/31/2023   | 08/07/2023 | 08/07/2023           |               | 08/11/2023   | 3,738.00       |
| Account <b>6300.025 - Prof Svc Airport Master Plan</b> Totals            |             |                                             |                        |             |              |            | Invoice Transactions |               | 1            | \$3,738.00     |
| Account <b>6300.285 - Prof Svc Hazardous Mat Service</b>                 |             |                                             |                        |             |              |            |                      |               |              |                |
| 10377 - Monterey Bay Air Resources District - MBUAPCD                    | 1921-073123 | Annual Renewal Notice for Fuel              | Paid by Check # 102929 |             | 07/31/2023   | 09/29/2023 | 08/02/2023           |               | 08/11/2023   | 982.00         |
| Account <b>6300.285 - Prof Svc Hazardous Mat Service</b> Totals          |             |                                             |                        |             |              |            | Invoice Transactions |               | 1            | \$982.00       |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b>          |             |                                             |                        |             |              |            |                      |               |              |                |
| 10527 - Safety-Kleen Corp.                                               | 92404479    | 55g Drum drop off and recovery fee          | Paid by Check # 102942 |             | 07/28/2023   | 08/27/2023 | 08/09/2023           |               | 08/11/2023   | 281.48         |
| Account <b>6360.440 - Maint &amp; Repairs Landscape General</b> Totals   |             |                                             |                        |             |              |            | Invoice Transactions |               | 1            | \$281.48       |
| Account <b>6360.450 - Maint &amp; Repairs Maint &amp; Repairs</b>        |             |                                             |                        |             |              |            |                      |               |              |                |
| 10728 - Ace Hardware-Public Works                                        | 86068       | Airport Flag                                | Paid by Check # 102910 |             | 08/09/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 21.84          |
| Account <b>6360.450 - Maint &amp; Repairs Maint &amp; Repairs</b> Totals |             |                                             |                        |             |              |            | Invoice Transactions |               | 1            | \$21.84        |
| Account <b>6380.150 - Utilities Comm Phone System</b>                    |             |                                             |                        |             |              |            |                      |               |              |                |
| 10758 - AT & T CALNET3                                                   | 20293115    | Fire Alarms Bldgs 524 & 533 (9391023443)    | Paid by Check # 102912 |             | 07/28/2023   | 09/05/2023 | 08/02/2023           |               | 08/11/2023   | 52.30          |
| 10758 - AT & T CALNET3                                                   | 20293116    | Fire Alarms Bldgs 524 & 533 (9391023444)    | Paid by Check # 102912 |             | 07/28/2023   | 09/05/2023 | 08/02/2023           |               | 08/11/2023   | 52.30          |
| 10758 - AT & T CALNET3                                                   | 20293121    | AWOS-Auto Weather Station (9391023449)      | Paid by Check # 102912 |             | 08/02/2023   | 08/02/2023 | 08/02/2023           |               | 08/11/2023   | 28.89          |
| Account <b>6380.150 - Utilities Comm Phone System</b> Totals             |             |                                             |                        |             |              |            | Invoice Transactions |               | 3            | \$133.49       |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b>                   |             |                                             |                        |             |              |            |                      |               |              |                |
| 10603 - Verizon Wireless                                                 | 9939976677  | Verizon Wireless July 2023 (972476364-0001) | Paid by EFT # 3609     |             | 07/18/2023   | 07/31/2023 | 07/31/2023           |               | 08/11/2023   | 24.59          |
| Account <b>6380.300 - Utilities Gas &amp; Electric</b> Totals            |             |                                             |                        |             |              |            | Invoice Transactions |               | 1            | \$24.59        |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                    |             |                                             |                        |             |              |            |                      |               |              |                |
| 10349 - Marina Coast Water District                                      | July 56 043 | 761 Neeson Rd                               | Paid by Check # 102928 |             | 07/31/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 190.74         |
| 10349 - Marina Coast Water District                                      | July 56 044 | 781 Neeson Rd                               | Paid by Check # 102928 |             | 07/31/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 161.34         |
| 10349 - Marina Coast Water District                                      | July 56 051 | 721 Neeson Rd                               | Paid by Check # 102928 |             | 07/31/2023   | 08/09/2023 | 08/09/2023           |               | 08/11/2023   | 281.84         |
| 10349 - Marina Coast Water District                                      | July 56 092 | 741 Neeson Rd                               | Paid by Check # 102928 |             | 07/31/2023   | 08/15/2023 | 08/09/2023           |               | 08/11/2023   | 1,272.41       |
| 10349 - Marina Coast Water District                                      | July 56 096 | 3271 Imjin Rd                               | Paid by Check # 102928 |             | 07/31/2023   | 08/15/2023 | 08/09/2023           |               | 08/11/2023   | 116.71         |



# Accounts Payable by G/L Distribution Report

Payment Date Range 08/11/23 - 08/11/23

| Vendor                                                                      | Invoice No.         | Invoice Description          | Status                    | Held Reason | Invoice Date | Due Date   | G/L Date                 | Received Date | Payment Date | Invoice Amount |
|-----------------------------------------------------------------------------|---------------------|------------------------------|---------------------------|-------------|--------------|------------|--------------------------|---------------|--------------|----------------|
| Fund <b>555 - Marina Airport</b>                                            |                     |                              |                           |             |              |            |                          |               |              |                |
| Department <b>000 - Non-Dept</b>                                            |                     |                              |                           |             |              |            |                          |               |              |                |
| Division <b>000 - Non-Div</b>                                               |                     |                              |                           |             |              |            |                          |               |              |                |
| Sub-Division <b>00 - Non-Subdiv</b>                                         |                     |                              |                           |             |              |            |                          |               |              |                |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b>                       |                     |                              |                           |             |              |            |                          |               |              |                |
| 10349 - Marina Coast Water District                                         | July 56 097         | 3200 Imjin Rd                | Paid by Check<br># 102928 |             | 07/31/2023   | 08/15/2023 | 08/09/2023               |               | 08/11/2023   | 523.48         |
| 10432 - Monterey One Water - former MRWPCA                                  | 13-000152<br>073123 | 741 Neeson Rd 527            | Paid by Check<br># 102931 |             | 07/31/2023   | 08/24/2023 | 08/09/2023               |               | 08/11/2023   | 33.40          |
| Account <b>6380.500 - Utilities Water &amp; Sewer</b> Totals                |                     |                              |                           |             |              |            | Invoice Transactions 7   |               |              | \$2,579.92     |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b>        |                     |                              |                           |             |              |            |                          |               |              |                |
| 10416 - Monterey County Petroleum-Sturdy Oil Co.                            | 24293A-IN           | City Fuel<br>Enthanol/Diesel | Paid by Check<br># 102930 |             | 07/21/2023   | 08/02/2023 | 08/02/2023               |               | 08/11/2023   | 186.01         |
| Account <b>6400.230 - Material &amp; Suppl Fuel - Gas and Diesel</b> Totals |                     |                              |                           |             |              |            | Invoice Transactions 1   |               |              | \$186.01       |
| Account <b>6400.231 - Material &amp; Suppl Fuel - Aviation 100LL</b>        |                     |                              |                           |             |              |            |                          |               |              |                |
| 10227 - Epic Aviation                                                       | 7726933             | AVGAS 100LL                  | Paid by Check<br># 102921 |             | 08/04/2023   | 08/07/2023 | 08/07/2023               |               | 08/11/2023   | 40,403.90      |
| Account <b>6400.231 - Material &amp; Suppl Fuel - Aviation 100LL</b> Totals |                     |                              |                           |             |              |            | Invoice Transactions 1   |               |              | \$40,403.90    |
| Sub-Division <b>00 - Non-Subdiv</b> Totals                                  |                     |                              |                           |             |              |            | Invoice Transactions 17  |               |              | \$48,351.23    |
| Division <b>000 - Non-Div</b> Totals                                        |                     |                              |                           |             |              |            | Invoice Transactions 17  |               |              | \$48,351.23    |
| Department <b>000 - Non-Dept</b> Totals                                     |                     |                              |                           |             |              |            | Invoice Transactions 17  |               |              | \$48,351.23    |
| Fund <b>555 - Marina Airport</b> Totals                                     |                     |                              |                           |             |              |            | Invoice Transactions 17  |               |              | \$48,351.23    |
| Grand Totals                                                                |                     |                              |                           |             |              |            | Invoice Transactions 108 |               |              | \$195,259.38   |



**DRAFT**

Agenda Item: **10b(1)**  
City Council Meeting of  
August 15, 2023

## MINUTES

Tuesday, July 18, 2023

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**

**THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).**

Council Chambers  
211 Hillcrest Avenue  
Marina, California

### **TELECONFERENCE LOCATION:**<sup>1</sup>

Lowes Coronado Bay Resort  
4000 Coronado Bay Road  
Coronado, CA 92118

**AND**

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

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

### **PARTICIPATION**

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The most effective method of communication with the City Council is by sending an email to [marina@cityofmarina.org](mailto:marina@cityofmarina.org). 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.

<sup>1</sup> Note: Pursuant to Government Code Section 54953(b), this meeting will include teleconference participation by Mayor Pro Tem Cristina Medina Dirksen from the address above. This Notice and Agenda will be posted at the teleconference location.

#### 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: Liesbeth Visscher, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Cristina Medina Dirksen (Remote), Mayor/Chair Bruce C. Delgado

3. PUBLIC COMMENT ON CLOSED SESSION: None

4. CLOSED SESSION:

- a. Conference with Labor Negotiators (\$54957.6)

Employee organizations:

- i. Marina Employee Association-UWUA
    - ii. Marina Professional Fire Fighters Association
    - iii. Marina Public Safety Management Employees Association
    - iv. Marina Public Safety Managers Association
    - v. Marina Middle Manager Association
    - vi. Directors
      - i. Assistant City Manager
      - ii. Community Development Director
      - iii. Finance Director
      - iv. Fire Chief
      - v. Police Chief
      - vi. Public Works Director
      - vii. Recreation & Cultural Services Director

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

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

**6:45 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION**

Council Met in closed session with the two items listed. The council received information, gave direction, no reportable action was taken.

5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
6. SPECIAL PRESENTATIONS:
  - a. Junior Giants Day Proclamation
  - b. Lenore Masterson Proclamation
  - c. Blue Zone Presentation
7. COUNCIL AND STAFF ANNOUNCEMENTS:

Mayor Pro Tem Medina Dirksen – Announced the celebration of life for Lenore Masterson on July 22, 2023, at the American Legion Post 694 at 11:00 AM

Council Member Visscher – Announced Marina Police Department will be hosting National Night Out on August 1, 2023 on Palm Avenue.

Mayor Delgado – Commented on Blue Zone and all the volunteering they have been participating in at the parks within the City of Marina. Commented on Liter pickup along Del Monte Blvd between to Lapis Road. Thanks Monterey Regional Waste Management District staff for removing the trash and recycled items.

Commander Cox – Announced Marina Police Department and staff are celebrating Rodeo week by wearing denim jeans, western boots and western hats while on duty.

Assistant City Manager Mogensen – Informed Council and the community of the new affordable housing opportunities that are coming up. U.S.A. properties is currently taking applicants for their 2 properties that they are developing right now. One is 90 units, and one is at the 40 units over in the Dunes area. Those interested can go to <https://usamfm.com/communities/terraccina-at-the-dunes> . Second, Sea Haven is going to start having their affordable units available for sale and a website will be set up soon to start gathering people's information. They will be doing at 15 each quarter for the next 2 years. For both project preferences have been set for people living in Marina, work in Marina, work for the school district or, the city or public safety employees.

8. **PUBLIC COMMENT:** *Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. 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. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.*

- Denise Turley – Announced Central Coast Energy Services out of Watsonville is it is signing up people for a program for low-income water assistance Program and low-income Home Energy Assistance Program.
- Grace Silva-Santella – Spoke about the friendship and history she had with Lenore Masterson. Confirmed the date and time and location of Saturday, July 22, 2023, at 11:00am at the American Legion Post 694 for the Celebration of Life for Lenore.
- Richard Larsen – Introduced himself to the council. Noted he is an unpaid advocate for swimming space and stated he had a meeting with the city manager to tour the old swimming pool in August to held come up with design ideas for possible uses.

9. **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 and non-controversial. 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 City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

10. **CONSENT AGENDA:** *These items are considered to be routine and non-controversial. All items under the Consent Agenda may be approved by one motion. Prior to such a motion being made, any member of City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, Council may remove the item from the Consent Agenda and it will be placed at the end of Other Action Items.*

- a. ACCOUNTS PAYABLE: *(Not a Project under CEQA per Article 20, Section 15378)*
  - (1) Accounts Payable Check Numbers 102698-102788, totaling \$1,860,901.64.  
Successor Agency Accounts Payable Check Numbers 113-114, totaling \$2,737.62.
- b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
  - (1) July 5, 2023, 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) Adopting **Resolution No. 2023-74**, confirming levy of the special tax for the City of Marina Community Facilities District No. 2015-1 (The Dunes) for Fiscal Year 2022-23 as authorized by Ordinance No. 2015-03, and; **Resolution No. 2023-75**, certifying City of Marina compliance with State law (Proposition 218) with respect to a special tax for the City of Marina Community Facilities District No. 2015-1 as authorized by Ordinance No. 2015-03 for Fiscal Year 2023-24.
  - (2) Adopting **Resolution No. 2023-76**, supporting the Salinas Valley Tech Hub grant submission by the Greater Salinas Valley Advanced Air Mobility Coalition.
- g. APPROVAL OF AGREEMENTS:
  - (1) Adopting **Resolution No. 2023-77**, approving a Conditional Airport Use Permit for Joby Aero, Inc. for use of ramp space in the aircraft operations area of the Marina Municipal Airport for aircraft flight testing activities.
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- 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

Council Member Visscher recused herself from agenda item 10f(1).

Council Member McCarthy recused himself from agenda item 10g(1).

Council Member Biala made comment on agenda item 10f(2)

Mayor Delgado had a question for agenda item 10g(1)

**DELGADO/MEDINA DIRKSEN: TO APPROVE THE CONSENT AGENDA WITH COUNCIL MEMBER VISSCHER RECUSING HERSELF FROM AGENDA ITEM 10f(1) AND COUNCIL MEMBER MCCARTHY RECUSING HIMSELF FROM AGENDA ITEM 10g(1). 5-0-0-0 Motion Passes by Roll Call Vote.**

11. PUBLIC HEARINGS: *In the Council's discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*
12. 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. Members of the public may be given up to three (3) minutes to speak.*
13. 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. Members of the public may be given up to three (3) minutes to speak.*

**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. Adopting **Resolution No. 2023-**, **Resolution No. 2023-78 (NPC)**, and Resolution No. 2023-02, approving the Abrams B Housing Area Budget for FY 2023-2024
- b. Adopting **Resolution No. 2023-79 and Resolution No. 2023-02 (PPSC-NPC)**, approving the Preston Park Sustainable Community Non-Profit Corporation Preston Park Housing Area Budget for FY 2023-24.

The City Council and the public discussed and commented on agenda items 13a and 13b at one time.

**Public Comments on 13a**

- Denise Turley – Asked about time limits for speaking on item 13a and 13b. Due to audio issues on speakers end further comments to be emailed to city place in Chron file.
- Audra Walton – Disappointed that city staff and management did not hold any meetings with the tenant association for input on budget and asked why. Commented on rents long-term tenants pay versus recent move-in rates.
- Sarah Blake – Disappointed that city staff and management did not hold any meetings with the tenant association for input on budget and asked why. Concerned about rent raises for people who've been here for an extended period and could cause people to have to move. Noted that carpets have not been replaced in her unit.
- Paula Pelot – Noted that in the previous year's city staff and management met with the tenant's association before bringing the budget to council, disappointed that that did not happen this year. Sent Council a lengthy email outlining budget concern. Commented on the 2010 resolution and believes the 3% or CPI is fair. Commented on the rising rents throughout the county.
- Tommy Bolea – Asked if the money for the garage door openers was coming out of the city's budget or Abrams and Preston Parks budget. Asked if there's demographics of this of these 2 parks? Do you have statistics on race income? Asked is city considered selling some of the parcels to senior or veterans.
- Daniel – Commented on the maintenance and replacement of appliances for tenants having been here for over a decade. Commented on persons being displaced if rents increase.

## Public Comments on 13b

- Paula Pelot – Commented on parking issues and setting aside monies for parking expansion. Spoke about doing a survey of Preston Park to see how many garages were being used for something other than parking. Spoke about the term “subsidizing” of long-term residents and paying down the loan on Preston Park and the Bond for Abrams Park.
- James Frazier – Noted that things are done without consulting the tenants. Needs to be more communication between management and residents. Asked if Greystar’s budgets are independently audited in a way that this that the city can make sure that they’re getting the true numbers.
- Audra Walton – Noted when first moved in that residents would have option to rent-to-own and asked what happened to that plan. Asked that Council think about the single parents, seniors, retired people on fixed incomes when raising rents.
- Denise Turley – Spoke about how and why the Tenants Association was formed. Commented on staff not meeting with the Association on this years budget process and asked was there a change in the process. Asked if the city can evict a tenant because they have been there too long? Asked about BMR units and also asked if the units being renovated were now luxury units or BMR.

The City Council held discussion and had questions on Rent Cap increase, long-term maintenance plan, solar lighting and dark sky project, tenant approval on certain unit improvements, why city has rental property in its portfolio, AMI percentage, communication to tenants and customer survey on maintenance work order history, landscaping budget, automatic garage door openers associated with parking issues, past debts on budget due to covid.

**DELGADO/BIALA: THAT HAVING HEARD FROM THE PUBLIC AND STAFF THAT WE ADOPT THE RESOLUTIONS BEFORE US FOR BOTH ABRAMS AND PRESTON AND WE AUTHORIZE ONE OUR FINANCE DIRECTOR TO MAKE. THE APPROPRIATE, BUDGET AND ACCOUNTING ENTRIES. THAT WE HALT THE LIGHTING PROJECT UNTIL WHICH TIME WE CAN HAVE A DISCUSSION WITH THE STAFF TO SEE IF IT'S A DARK SKY COMPLIANT.** 5-0-0-0 Motion Passes by Roll Call Vote

9:55 PM

Staff suggested and Council agreed that due to the time, that agenda item 13c should be discussed at another date.

- c. Adopting Resolution No. 2023-, receiving a staff presentation of the proposed FY 2023-2024 and FY 2024-2025 Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP) budget; and providing direction towards the CIP and ACIP budget adoptions. *Continued to Special Meeting of July 25, 2023*

**DELGADO/MCCARTHY: TO CONTINUE THE CIP TO JULY 25, 2023 STARTING AT 6:00 PM.** 5-0-0-0 Motion Passes by Roll Call Vote

- d. Approving the appointment of two Council Members to serve as the City's Voting Delegate and Voting Delegate Alternate at the Annual League of California Cities Conference.

**DELGADO/VISSCHER: TO APPOINT COUNCIL MEMBER BRIAN MCCARTHY AS THE VOTING DELEGATE AND MAYOR PRO TEM CRISTINA MEDINA DIRKSEN AS THE ALTERNATE FOR THE ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE. 5-0-0-0 Motion Passes by Roll Call Vote**

- e. Discussion regarding a One Million (\$1,000,000.00) grant for Marina Senior Center.

Council suggestions: Purchase new space or make modifications to our community center that can be used more effectively by seniors, use money to plan a future city hall and civic center, leveraging money to help secure additional grants and survey seniors, use money to do upgrades to civic center restroom and kitchen, have recreation director seek input from seniors and then come back for a public meeting.

**DELGADO/VISSCHER: THAT WE ASK OUR RECREATION CULTURAL SERVICE DIRECTOR TO GO TO THE SENIORS AND SEE WHAT THEY WANNA DO. WITH THAT 1 MILLION DOLLARS AND PROVIDE A LIST OF OPTIONS WE'VE TALKED ABOUT TONIGHT AND ANY OTHERS THAT STAFF COMES UP WITH AT LEAST YOU'VE HEARD FROM COUNCIL A SHORT BRAINSTORM LIST, TO ALSO INCLUDE PEOPLE THAT ARE LIKELY TO BE SENIORS WITHIN 10 YEARS. 5-0-0-0 Motion Passes by Roll Call Vote**

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

- a. Monterey County Mayor's Association [Mayor Bruce Delgado]
- b. Council reports on meetings and conferences attended (Gov't Code Section 53232).

15. **ADJOURNMENT:** The meeting adjourned at 10:15 P.M.

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Anita Sharp, Deputy City Clerk

ATTEST:

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Bruce C. Delgado, Mayor



**DRAFT**

Agenda Item: **10b(2)**  
City Council Meeting of  
August 15, 2023

## MINUTES

Tuesday, July 25, 2023

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**

**THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).**

Council Chambers  
211 Hillcrest Avenue  
Marina, California

**AND**

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

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

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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: Liesbeth Visscher, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Cristina Medina Dirksen (Remote), Mayor/Chair Bruce C. Delgado
3. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)

4. **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. Members of the public may be given up to three (3) minutes to speak.*

**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. Adopting **Resolution No. 2023-80**, receiving a staff presentation of the proposed FY 2023-2024 and FY 2024-2025 Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP) budget; and providing direction towards the CIP and ACIP budget adoptions.

The council received and discussed the presentation on the FY 2023-2024 and FY 2024-2025 Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP) budget.

Public Comments:

- Doug Yount – Spoke about the Dunes project key milestones that are important to Marina’s CIP project that will take place within the 2-year budget cycle. Commented on the Art District area and the demolition of the dilapidated buildings there. Spoke about Phase 1-B promenade completion of construction of the commercial buildings including the grocer is anticipated to be completed by mid-May 2024, with a residential model opening about a month later.
- Lisa – Commented about the Los Arboles deck and stated that even though the deck is gated off children continue to go up there and jump on the loose boards. It’s dangerous and should be taken care of right away.
- Mike M. – Commented on the repainting of pickleball courts, replacing playground equipment and the condition of the Los Arboles Sports Complex deck. Spoke about Glorya Jean Tate Park and the pump track. Suggested doing one large ballfield with artificial turf, like Seaside.
- Tommy Bolea – Bid dreams for such a small city and with limited funds. Stated if there was a need for 2 ballfields at Preston Park then the money should come out of the Preston Park budget and not the General Fund. Commented on the LED lighting throughout the city. Suggested purchasing the property at 3056 Del Monte to use as new city facility.

**DELGADO/VISSCHER: THAT WE ADOPT RESOLUTION NO. 2023-, RECEIVING A STAFF PRESENTATION OF THE PROPOSED FY 2023-2024 AND FY 2024-2025 CAPITAL IMPROVEMENT PROGRAM (CIP) AND AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP) BUDGET; AND DIRECT STAFF TO:**

1. **LOOK INTO THE HISTORY OF REIMBURSEMENT OF THE STREET LIGHTS, DAMAGE CLAIMS SO THAT WE CAN UNDERSTAND THAT BETTER**
2. **EXPEDITE THE FAILED WOOD DECK AT LOS ARBOLES SPORTS COMPLEX,**
3. **LOOK AT SOME TIER 3 PROJECTS AND WE LOOK AT THE 1 MILLION DOLLARS WE’VE BEEN GRANTED BY THE STATE FOR THE SENIOR CENTER TO GO TOWARD THE. \$500,000 AT THE COMMUNITY CENTER.**
4. **THAT WE ASK STAFF TO FIND MONEY FOR THE, THE TEAM CENTER IMPROVEMENTS. AND THE REC TRAIL THAT WE JUST TALKED ABOUT.**

5. PRIORITIZE 1 TO 2 NEW BASEBALL SPORTS FIELDS AT PRESTON PARK OVER THE DUNES PARK BASEBALL FIELD
6. TO USE THE 1.7 MILLION DOLLARS THAT WE'RE EXPECTING FROM THE DEVELOPER OF SEA HAVEN ON THE SALINAS AVENUE WIDENING PROJECT PLANS (SEAHAVEN TO SHARE THE PLANNING EXPENSES).
7. CONSIDER REQUESTING FUNDS FROM TAMC IN THE LEASE MONIES FROM THE HAND CAR OPERATIONS AND PUTTING THAT TO THE REC TRAIL MAINTENANCE
8. THAT WE ALLOCATE THE MONEY FOR BODY AND CAR CAMS BUT STAFF TO COME BACK TO COUNCIL REGARDING OBJECTIVES OF THE CAMERAS, THE TECHNOLOGY BEING USED IF THERE'S HIGHER OR LOWER COST ALTERNATIVES AND IF THERE'S ANY KIND OF ECONOMIES OF SCALE WE CAN GET FROM THE SAME VENDOR, THESE CAMERAS AND SOME OTHER SERVICES.

5. ADJOURNMENT: The meeting adjourned at 10:35 P.M.

---

Anita Sharp, Deputy City Clerk

ATTEST:

---

Bruce C. Delgado, Mayor

**CITY OF MARINA**  
HUMAN RESOURCES & RISK DEPARTMENT  
211 Hillcrest Avenue  
Marina, CA 93933  
Phone: 831.884.1283  
Fax: 831.384.0860



## CLAIM FORM

This form is provided pursuant to Government Code Section 910.4 and shall be used by any person presenting a claim to the City of Marina under Government Code Section 810 et seq., except as provided in Government Code Sections 905 and 905.1. If additional space is needed for any of the required information, please attach additional sheets and note your name, date of claim and City of Marina.

### SECTION 1: CLAIMANT INFORMATION

Michael Castillo, rightful heir to Mike Anthony Castillo  
(Decedent)

Name of Claimant

Telephone Number (include area code)

Mailing Address

City

CA

Zip Code

### SECTION 2: NOTICES

The person presenting this claim desires that notices be sent to the following address:

Christopher Goodroe, Esq., Wilshire Law Firm

Name of Claimant

Telephone Number (include area code)

Mailing Address

City

CA

Zip Code

### SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: August 26, 2022  
Month, Day & Year

Provide the location of the occurrence/transaction which gave rise to the claim. If applicable, include street address, city or county, highway number, mile post number and direction of travel.

Traveling northbound at or near Research Drive and Blanco Road - Marina, CA

Explain the circumstances of the occurrence or transaction which gave rise to the claim. State all facts that support your claim against the City of Marina and why you believe the City of Marina is responsible for the alleged damage or injury.

Please see Attachment A.

Provide a general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim.

Please see Attachment A.

Provide the name(s) of the City of Marina employee(s) causing the injury, damage or lost, if known.

City of Marina

Provide the amount claimed if said amount totals less than ten thousand dollars (\$10,000.00) as of the date presentation of the claim (including the estimated amount of any prospective injury, damage, or lost, insofar as it may be known at the time of the presentation of the claim), together with the basis of computation of the amount claim.

Amount Claimed: \$ In excess of \$1,000,00.00

Basis for computation: pain and suffering, funeral expenses, loss of income and earning capacity.

Please see Attachment A.

If the amount claimed exceeds ten thousand dollars (\$10,000.00), do not provide the dollar amount of the claim. However, please indicate below whether the claim would be a limited civil case. A **Limited Civil Case** is one where the amount claimed does not exceed twenty-five thousand dollars (\$25,000.00). **Non-Limited Civil Case** is one where the amount may exceed twenty-five thousand dollars (\$25,000.00)

\_\_\_\_ Limited Civil Case

X  Non-Limited Civil Case

**SECTION 4: INSURANCE INFORMATION (OPTIONAL – MAY BE COMPLETE IF CLAIM INVOLVES A MOTOR VEHICLE)**

Has a claim for the alleged damage/injury been filled or will it be filed with your insurance carrier?

☐ Yes (If marked, please provide information below.

☒ No

\_\_\_\_\_  
Name of Insurance Carrier

( ) \_\_\_\_\_  
Telephone Number (include area code)

\_\_\_\_\_  
Mailing Address City State Zip Code

Policy Number: \_\_\_\_\_ Deductible: \$ \_\_\_\_\_

Name of registered owner(s) of the vehicle: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

**SECTION 5: REPRESENTATIVE INFORMATION (OPTIONAL – MAY BE COMPLETED IF FILED BY ATTORNEY OR REPRESENTATIVE)**

Christopher Goodroe, Esq.

\_\_\_\_\_  
Name of Attorney/Representative

\_\_\_\_\_  
Telephone Number (include area code)

\_\_\_\_\_  
Mailing Address City State Zip Code

Is the claim filed on behalf of minor? ☐ Yes ☒ No

If yes, please indicate:

Relationship to minor: \_\_\_\_\_

Minor's date of birth: \_\_\_\_\_  
Month, Day & Year

## SECTION 6: ADVISORY - CONDITION OF A FELONY

Section 72 of the Penal Code provides that "every person who, with intent to defraud, presents for allowance or for payment to any State Board or Officer, or to any county, town, city, district, ward, or village, board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony."

## SECTION 7: CLAIMANT'S SIGNATURE (OR REPRESENTATIVE)

  
Signature of Claimant or Claimant's Attorney /Representative

Patricia Mamac, Esq.,  
Attorney for Claimant

8/1/2023  
Date

## SECTION 8: SUBMISSION OF CLAIM FORM

Completed claim forms must be submitted by personal delivery or by United States mail, postage paid, to the following address:

**City of Marina**  
**Attention: Risk Management Department**  
**211 Hillcrest Avenue**  
**Marina, CA 93933**

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Phone: 831.884.1283  
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### SECTION 1: CLAIMANT INFORMATION

Juanita Lozano Castillo on behalf of Mark Castillo, rightful heir to  
Mike Anthony Castillo (Decedent)

Name of Claimant

Telephone Number (include area code)

Mailing Address

City

CA

Zip Code

### SECTION 2: NOTICES

The person presenting this claim desires that notices be sent to the following address:

Christopher Goodroe, Esq., Wilshire Law Firm

Name of Claimant

Telephone Number (include area code)

Mailing Address

City

CA

Zip Code

### SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: August 26, 2022  
Month, Day & Year

Provide the location of the occurrence/transaction which gave rise to the claim. If applicable, include street address, city or county, highway number, mile post number and direction of travel.

Traveling northbound at or near Research Drive and Blanco Road - Marina, CA

Explain the circumstances of the occurrence or transaction which gave rise to the claim. State all facts that support your claim against the City of Marina and why you believe the City of Marina is responsible for the alleged damage or injury.

Please see Attachment A.

Provide a general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim.

Please see Attachment A.

Provide the name(s) of the City of Marina employee(s) causing the injury, damage or lost, if known.

City of Marina

Provide the amount claimed if said amount totals less than ten thousand dollars (\$10,000.00) as of the date presentation of the claim (including the estimated amount of any prospective injury, damage, or lost, insofar as it may be known at the time of the presentation of the claim), together with the basis of computation of the amount claim.

Amount Claimed: \$ In excess of \$1,000,00.00

Basis for computation: pain and suffering, funeral expenses, loss of income and earning capacity.

Please see Attachment A.

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Limited Civil Case

X Non-Limited Civil Case

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Has a claim for the alleged damage/injury been filled or will it be filed with your insurance carrier?

☐ Yes (If marked, please provide information below.

☒ No

Name of Insurance Carrier

( )  
Telephone Number (include area code)

Mailing Address

City

State

Zip Code

Policy Number: \_\_\_\_\_

Deductible: \$ \_\_\_\_\_

Name of registered owner(s) of the vehicle: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

#### SECTION 5: REPRESENTATIVE INFORMATION (OPTIONAL – MAY BE COMPLETED IF FILED BY ATTORNEY OR REPRESENTATIVE)

Christopher Goodroe, Esq.

Name of Attorney/Representative

Telephone Number (include area code)

Mailing Address

City

State

Zip Code

Is the claim filed on behalf of minor? ☐ Yes ☒ No

If yes, please indicate:

Relationship to minor: \_\_\_\_\_

Minor's date of birth: \_\_\_\_\_

Month, Day & Year

## SECTION 6: ADVISORY - CONDITION OF A FELONY

Section 72 of the Penal Code provides that "every person who, with intent to defraud, presents for allowance or for payment to any State Board or Officer, or to any county, town, city, district, ward, or village, board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony."

## SECTION 7: CLAIMANT'S SIGNATURE (OR REPRESENTATIVE)

  
\_\_\_\_\_  
Signature of Claimant or Claimant's Attorney /Representative

Patricia Mamac, Esq.,  
Attorney for Claimant

08/01/2023  
\_\_\_\_\_  
Date

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**SECTION 1: CLAIMANT INFORMATION**

Israel A Castillo, rightful heir to Mike Anthony Castillo  
(Decedent)

Name of Claimant

Telephone Number (include area code)

Mailing Address

City

CA

Zip Code

**SECTION 2: NOTICES**

The person presenting this claim desires that notices be sent to the following address:

Christopher Goodroe, Esq., Wilshire Law Firm

Name of Claimant

Telephone Number (include area code)

Mailing Address

City

CA

Zip Code

**SECTION 3: CLAIM INFORMATION**

Date of the occurrence/transaction which gave rise to the claim: August 26, 2022  
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City of Marina

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\_\_\_\_\_  
Name of Insurance Carrier

(\_\_\_\_\_)\_\_\_\_\_  
Telephone Number (include area code)

\_\_\_\_\_  
Mailing Address City State Zip Code

Policy Number: \_\_\_\_\_ Deductible: \$ \_\_\_\_\_

\_\_\_\_\_  
Name of registered owner(s) of the vehicle:

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

**SECTION 5: REPRESENTATIVE INFORMATION (OPTIONAL – MAY BE COMPLETED IF FILED BY ATTORNEY OR REPRESENTATIVE)**

Christopher Goodroe, Esq.

\_\_\_\_\_  
Name of Attorney/Representative

(\_\_\_\_\_)\_\_\_\_\_  
Telephone Number (include area code)

\_\_\_\_\_  
Mailing Address City State Zip Code

Is the claim filed on behalf of minor? ☐ Yes ☒ No

If yes, please indicate:

Relationship to minor: \_\_\_\_\_

Minor's date of birth: \_\_\_\_\_  
Month, Day & Year

## SECTION 6: ADVISORY - CONDITION OF A FELONY

Section 72 of the Penal Code provides that "every person who, with intent to defraud, presents for allowance or for payment to any State Board or Officer, or to any county, town, city, district, ward, or village, board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony."

## SECTION 7: CLAIMANT'S SIGNATURE (OR REPRESENTATIVE)

  
Patricia Mamac, Esq.,  
Attorney for Claimant  
Signature of Claimant or Claimant's Attorney /Representative

8/2/2023  
Date

## SECTION 8: SUBMISSION OF CLAIM FORM

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August 1, 2023

Item No. **10f(1)**

Honorable Mayor and Members of the Marina  
City Council

City Council Meeting  
of August 15, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,  
AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE  
CALIFORNIA COASTAL COMMISSION FOR A NON-COMPETITIVE GRANT  
FOR A COMPREHENSIVE UPDATE TO THE CITY'S 1982 LOCAL COASTAL  
PROGRAM (LCP).**

**RECOMMENDATION:**

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, authorizing staff to submit a non-competitive grant application to the California Coastal Commission in the amount of \$500,000.00 to comprehensively update the City's 1982 Local Coastal Program (LCP).

**BACKGROUND:**

In 2017, the City applied for a grant through the California Coastal Commission's (CCC) non-competitive grant program in the amount of \$300,000 with a City match of \$75,000. The CCC awarded the City \$85,685 (LCP-17-04) for a comprehensive update to the City's 1982 LCP. The focus of this activity was to address standard coastal resource issues and develop goals and policies to protect and enhance these assets, but included the additional goal of analyzing the future of the CEMEX site and determining what the new zoning and land use designations should be considering the closure of the sand mine and cessation of operations under the CCC's enforcement order. Many tasks were completed under this effort, including the City Council's amendment of the land use and zoning of the CEMEX site, but these amendments, and others, were never submitted to the CCC for certification. Due to budget shortfalls and the onset of the Covid-19 pandemic, this work ended in January 2020.

In 2022, the City was awarded another CCC grant (LCP-22-03) in the amount of \$100,000 to complete only the coastal hazards and SLR portion of the previous work. This amendment updates the work completed in early 2020. The first draft of the Land Use Plan (LUP) and Implementation (IP) have been submitted to CCC staff for preliminary review. These drafts will be released to the public and scheduled for Planning Commission and City Council meetings in the very near term. This effort is not comprehensive in nature and does not include any property rezone or land use designation amendments. Once approved by the City and certified by the CCC, these policies and standards will be enveloped into the new comprehensive update and used to help guide goals and standards for proposed changes.

**ANALYSIS:**

The City's current 1982 LCP (amended through 2013) consists of the [Land Use Plan](#) (LUP) and the [Implementation Plan](#) (IP). The LUP is the general plan for the Coastal zone and the IP is the development standards for the Coastal zone, similar to Title 17 – Zoning Code, in the City's Municipal Code. These documents still include underline and ~~strike through~~ from a variety of past amendments that were certified by the Coastal Commission and never finalized within the City's LUP/IP documents. One of the tasks will be to reformat our IP/LUP to incorporate these certified amendments while considering whether they are up to date with current laws and practices. If not, they will become part of the proposed new amendment package. Additionally, several specific properties will be analyzed for potential rezone and/or land use change and the policies and standards in the coastal hazards and SLR amendment in process now will be incorporated into other policies as needed. The focus will be to ensure that the City's LCP is modern and current in terms of the State's goals for resiliency in the face of climate change while protecting and enhancing coastal resources where feasible.

In the event that the grant is not awarded or is awarded for a substantially lesser amount, staff will reconsider the approach and return to the Council with an alternative funding proposal to complete the work. The consultants chosen for this effort are EMC Planning Group, Inc. (EMC) as project manager and Integral Consulting as a technical expert subordinate under EMC. These firms have been selected because of their respective long-term relationships with the City of Marina and knowledge of the City and its coastal resources. If awarded, our existing contract with EMC will be amended accordingly.

**FISCAL IMPACT:**

If awarded, the grant funding will cover all consultant work and a small amount of City staff work on the comprehensive amendment.

**ENVIRONMENTAL REVIEW:**

The proposed amendments are not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Sections 15250, 15251(f), and 21080.9 for projects involving the preparation, approval, certification of and amendments to local coastal programs as provided in Sections 30500 through 30522 of the Public Resources Code.

**CONCLUSION:**

This request is submitted for City Council consideration and comment.

Respectfully submitted,

---

Alyson Hunter, AICP  
Planning Services Manager, Community Development Dept.  
City of Marina

**REVIEWED/CONCUR:**

---

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

---

Layne Long  
City Manager  
City of Marina

Exhibit A – Draft Grant Application  
Exhibit B - EMC's Scope of Work and Budget

**RESOLUTION NO. 2023-**

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,  
AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE  
CALIFORNIA COASTAL COMMISSION FOR A NON-COMPETITIVE GRANT  
FOR A COMPREHENSIVE UPDATE TO THE CITY'S 1982 LOCAL COASTAL  
PROGRAM (LCP).**

WHEREAS, the Budget Act of 2021 provides up to \$31 million to support the Coastal Commission's LCP Local Assistance Grant Program which awards grants to local governments to support coastal resiliency and updates to Local Coastal Programs (LCPs); and

WHEREAS, the California Coastal Commission, under the authority of the California Coastal Act, may provide financial assistance to support coastal planning and has approved a grant program to provide such financial assistance for LCP planning; and

WHEREAS, the goal of the grant program is to develop new or updated LCPs in conformance with the California Coastal Act and to promote coastal resiliency and address the effects of climate change; and

WHEREAS, grant proposals submitted under this grant program must complete Local Coastal Program (LCP) planning work with special emphasis on coastal resiliency and addressing the effects of climate change and sea-level rise; and

WHEREAS, the City of Marina has a certified LCP; and

WHEREAS, the City of Marina desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of an Amendment to the LCP in the whole; and

WHEREAS, the City of Marina commits to and agrees to fully support a planning effort intended to amend a certified LCP pursuant to the provisions of the California Coastal Act, with full public participation and coordination with the Coastal Commission staff.

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

1. Directs Marina staff to submit the grant application package attached hereto as **Exhibit A** to the California Coastal Commission to provide financial and planning assistance, under authority of the California Coastal Act, in the amount of \$478,215.00 to fund the project more particularly described in the grant application package.
2. Authorizes the City Manager, of the City of Marina, to execute, in the name of the City of Marina, all necessary applications, contracts and agreements and amendments thereto to implement and carry out the grant application package attached hereto and any project approved through approval of the grant application.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15<sup>th</sup> day of August 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

---

Bruce C. Delgado, Mayor

---

Anita Sharp, Deputy City Clerk

**CALIFORNIA COASTAL COMMISSION**

455 MARKET STREET, SUITE 300  
 SAN FRANCISCO, CA 94105-2421  
 VOICE (415) 904-5200  
 FAX (415) 904-5400



# CALIFORNIA COASTAL COMMISSION

## LCP LOCAL ASSISTANCE GRANT PROGRAM

### NON-COMPETITIVE GRANT APPLICATION FORM

The California Coastal Commission is pleased to announce the availability of rolling grant funding to support local government coastal resiliency efforts. Funding is provided by the Budget Act of 2021, which appropriates \$31 million to the Coastal Commission to support its LCP Local Assistance Grant Program. The grant program is intended to provide assistance to local governments responsible for developing and amending Local Coastal Programs. Funds may be used for projects that are designed to assist local governments in assessing impacts and planning for coastal resiliency, including adapting to the impacts of climate change and sea level rise, and which contain an LCP planning component.

As part of the recently adopted grant program updates, the Coastal Commission developed a non-competitive, rolling application process that is separate from the Commission's competitive grant rounds. **This rolling application process is designed for targeted projects up to \$500,000** which have a high likelihood of success over a shorter grant term, such as a single feasibility study with targeted LCP changes. The application form and additional details are provided below. More information on eligible grantees and projects, program priorities, and evaluation criteria can be found in the recently adopted [LCP Grant Program Updates](#).

Coastal Commission staff is available to assist during the application process. Applicants are encouraged to reach out to the LCP Grant team with any questions as they develop their applications. Contact information is provided below.

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## APPLICATION FORM

### APPLICANT INFORMATION

|                                                                               |                                  |
|-------------------------------------------------------------------------------|----------------------------------|
| Applicant name (agency): City of Marina                                       |                                  |
| Address: 211 Hillcrest Ave., Marina, CA 93933                                 |                                  |
| Primary Contact name: Alyson Hunter                                           | Title: Planning Services Manager |
| Telephone: 831-884-1251                                                       | Fax: 831-384-0425                |
| Email: <a href="mailto:ahunter@cityofmarina.org">ahunter@cityofmarina.org</a> |                                  |
| Federal Tax ID#: 94-2321991                                                   |                                  |

|                                                                               |                                                                           |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Person authorized to sign grant agreement, amendments, and Request for Funds: |                                                                           |
| Name: Layne Long                                                              | Title: City Manager                                                       |
| Telephone: 831-884-1281 (Dep. City Clerk)                                     | Email: <a href="mailto:llong@cityofmarina.org">llong@cityofmarina.org</a> |

### PROJECT INFORMATION

|                                                                     |                           |
|---------------------------------------------------------------------|---------------------------|
| <b>Project Title:</b> City of Marina LCP Update                     |                           |
| <b>LCP/LCP Segment:</b> Comprehensive Update to the City's 1982 LCP |                           |
| <b>Project Location</b>                                             |                           |
| City/Geographic area: Marina, Monterey Bay                          |                           |
| County: Monterey                                                    |                           |
| <b>Project Timeline</b>                                             |                           |
| Start date: October 2, 2023                                         | End date: October 5, 2025 |

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## APPLICATION MATERIALS

A complete grant application package will consist of the following materials. Please note the entire grant application will be public record upon submittal.

1. **Signed Application Form.** The signed application form (page 2, above), including the agency, primary contact, person authorized to sign, and project information.
2. **Project Description.** Provide a clear description of the proposed project, including how the project will meet program priorities and fulfill the evaluation criteria (see Attachment C). Describe the goals and objectives to be achieved as well as key deliverables and LCP planning components (including specifying whether proposed work will include updates on the Land Use Plan, Implementation Plan/Zoning Code, and/or a Public Works Plan). Note that public outreach and coordination with Coastal Commission staff are required components of these grants. The Project Description section should be no more than 2 pages in 12 point font, single-spaced.

Please note that the non-competitive grant program is intended for more targeted projects which have a high likelihood of success over a shorter grant term, such as a single feasibility study with targeted LCP changes. Comprehensive LCP updates or projects that include development of multiple studies and significant LCP changes will likely be more appropriate for the competitive grant rounds.

3. **Task Descriptions and Schedule.** Provide a description of the tasks that will accomplish your project goals and objectives (see Section (a.) below) and complete a proposed schedule, including anticipated benchmarks, for implementation of each task (see Section (b.) below).
  - a. **Task Descriptions:** Identify specific tasks and subtasks to be accomplished and provide a narrative description of each task and subtask, including the approach needed to accomplish the task and the roles of partners and stakeholders. Task descriptions should briefly state how they support the overall project goals.

Proposed deliverables for each task should be described as well, such as draft and final sea level rise vulnerability assessments and adaptation reports, and draft, revised draft, and submittals of Land Use Plans, Implementation Plan, and/or Public Works Plans. Note that tasks (and the schedule, below) should account for review of major deliverables by Coastal Commission staff and members of the public prior to finalization.

Please describe how the project applicant will conduct outreach to engage stakeholders in the planning process, particularly those from disadvantaged and low-income communities, as well as California Native American Tribes, and how these stakeholders will be involved in the planning or assessment process. If your project includes partners, please identify their roles and responsibilities.



- b. **Schedule:** Complete the schedule template below for each task and subtask. Please specify dates for the submittal of interim drafts as well as final deliverables as applicable (*e.g.*, Draft Vulnerability Assessment and Final Vulnerability Assessment). Staff anticipates that these targeted grants will support projects that can be accomplished in approximately two years, though longer project terms will be considered.

Proposed Start/End Dates:

| <b>Task 1. Project Administration</b>                                                                                                                                                                                                                                                                                                                                                             | <b>Projected start/end dates:</b>                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 Project Administration                                                                                                                                                                                                                                                                                                                                                                        | Projected start/end dates: 10/02/23 – 10/05/25                                                                                                                 |
| 1.2 Meeting Preparation (includes meetings with City and Coastal staff, and key stakeholders)                                                                                                                                                                                                                                                                                                     | Projected start/end dates: 10/02/23 – 10/05/25                                                                                                                 |
| Outcome/Deliverables:<br>a. Invoices, Progress Memos<br>b. Agendas, Minutes                                                                                                                                                                                                                                                                                                                       | a. Completion date – 10/05/25<br>b. Completion date – 10/05/25                                                                                                 |
| <b>Task 2. Stakeholder ID+Outreach Prog.</b>                                                                                                                                                                                                                                                                                                                                                      | <b>Projected start/end dates: 10/12/23-6/05/24</b>                                                                                                             |
| 2.1 Project Kick-Off Meeting with Coastal staff                                                                                                                                                                                                                                                                                                                                                   | Projected start/end dates: 10/12/23                                                                                                                            |
| 2.2 Gathering Stakeholder information                                                                                                                                                                                                                                                                                                                                                             | Projected start/end dates: 10/23/23-12/08/23                                                                                                                   |
| 2.3 Preparing a Public Outreach Program                                                                                                                                                                                                                                                                                                                                                           | Projected start/end dates: 12/13/23-4/12/24                                                                                                                    |
| 2.4 Create Outreach Materials                                                                                                                                                                                                                                                                                                                                                                     | Projected start/end dates: 4/15/24-5/17/24                                                                                                                     |
| 2.5 Community Workshop                                                                                                                                                                                                                                                                                                                                                                            | Projected start/end dates: 6/05/24                                                                                                                             |
| Outcome/Deliverables:<br>a. Agendas and Minutes for up to four (4) coordination mtgs, incl. kick-off, with Coastal staff<br>b. Prepare list and contacts for stakeholders to use in outreach and noticing<br>c. Outreach Program<br>d. Create web page, social media platforms, newsletter template, web-based community questionnaire<br>e. Meeting materials, handouts, agenda, meeting summary | a. Completion date – 10/12/23<br>b. Completion date – 12/08/23<br>c. Completion date – 4/12/24<br>d. Completion date – 5/17/24<br>e. Completion date – 6/05/24 |
| <b>Task 3. Comprehensive LCP Clean-Up</b>                                                                                                                                                                                                                                                                                                                                                         | <b>Projected start/end dates: 2/02/24-1/20/25</b>                                                                                                              |



|                                                                                                                                                            |                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 3.1 Consolidate previously approved and/or certified track-changes versions into a “final” draft                                                           | Projected start/end dates: 2/02/24-5/17/24                    |
| 3.2 Address coastal resiliency needs in previous amendments and update as necessary in draft IP/LUP                                                        | Projected start/end dates: 2/02/24-5/17/24                    |
| Outcome/Deliverables:<br>a. Admin. draft LCP update<br>b. 2 <sup>nd</sup> Draft for Coastal staff review                                                   | a. Completion date – 10/18/24<br>b. Completion date – 1/10/25 |
| <b>Task 4. Site Rezoning/LCP IP/LUP</b>                                                                                                                    | <b>Projected start/end dates:</b>                             |
| 4.1 Analyze sites for potential zoning and land use amendments                                                                                             | Projected start/end dates: 12/02/24-4/29/25                   |
| Outcome/Deliverables:<br>a. Admin. draft LCP update<br>b. 2 <sup>nd</sup> Draft for Coastal staff review                                                   | a. Completion date – 2/29/25<br>b. Completion date – 4/29/25  |
| <b>Task 5. Mapping Update</b>                                                                                                                              | <b>Projected start/end dates:</b>                             |
| 5.1 Prepare GIS maps for zoning, land use, and additional maps as needed to modernize the LCP                                                              | Projected start/end dates:12/02/24-4/29/25                    |
| Outcome/Deliverables:<br>a. Digital maps to replace existing hand-drawn maps for the document<br>b. Create GIS layers for Marina’s ownership and use       | a. Completion date – 4/29/25<br>b. Completion date – 4/29/25  |
| <b>Task 6. Monterey Bay Opportunistic Beach Nourishment Prog. (MBOBNP)</b>                                                                                 | <b>Projected start/end dates:</b>                             |
| Task 6.1 Integration of the City of Monterey’s OBNP policies into the LCP update as applicable                                                             | Projected start/end dates: 12/13/23-4/12/24                   |
| Task 6.2 Review the City of Monterey’s adopted OBNP MND for adequacy                                                                                       | Projected start/end dates: 12/13/23-4/12/24                   |
| Outcome/Deliverables:<br>a. Policy language encouraging a long-term plan for the membership and use of the MBOBNP as a method for nature-based adaptation. | a. Completion date – 4/12/24                                  |



|                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Task 7. Objective Design Standards</b>                                                                                                                                                                                                                                                                                                                  | <b>Projected start/end dates:</b>                                                                                                                                                            |
| Task 7.1 Integrate City's ODS into draft IP                                                                                                                                                                                                                                                                                                                | Projected start/end dates: 12/13/23-4/12/24                                                                                                                                                  |
| Outcome/Deliverables:<br>a. ODS incorporated into draft IP                                                                                                                                                                                                                                                                                                 | a. Completion date – 4/12/24                                                                                                                                                                 |
| <b>Task 8. Housing ordinance updates (Optional)</b>                                                                                                                                                                                                                                                                                                        | 12/13/23-4/12/24                                                                                                                                                                             |
| <b>Task 9. Additional policy areas ID'd by Coastal staff or stakeholders during the amendment process. (Optional)</b>                                                                                                                                                                                                                                      | 4/12/24-6/21/24                                                                                                                                                                              |
| <b>Task 10. Prepare LCP Amendment Submittal</b>                                                                                                                                                                                                                                                                                                            | <b>Projected start/end dates:</b>                                                                                                                                                            |
| Task 11.1. Synthesis of previous tasks into an Admin. draft for City staff review                                                                                                                                                                                                                                                                          | Projected start/end dates: 7/01/24-10/25/24                                                                                                                                                  |
| Task 11.2. Prepare "final" draft for Coastal staff review                                                                                                                                                                                                                                                                                                  | Projected start/end dates: 11/15/24-12/20/24                                                                                                                                                 |
| Task 11.3. Prepare public draft                                                                                                                                                                                                                                                                                                                            | Projected start/end dates: 2/17/25-3/28/25                                                                                                                                                   |
| Task 11.4. Staff Report, Resolution, Ordinance, and Findings                                                                                                                                                                                                                                                                                               | Projected start/end dates: 3/28/25-5/30/25                                                                                                                                                   |
| Task 11.5. Attend Public Hearings                                                                                                                                                                                                                                                                                                                          | Projected start/end dates: 5/30/25-8/29/25                                                                                                                                                   |
| Outcome/Deliverables:<br>a. Prepare 3 drafts as ID'd in Tasks above<br>b. Assist City staff with prep of PC/CC staff reports, findings, resolutions, ordinances as needed<br>c. Attend two (2) PC and two (2) Council meetings<br>d. Prepare the "final" draft for submittal to Coastal Commission<br>e. Prepare for and attend Coastal Commission hearing | a. Completion date – 10/25/24<br>b. Completion date – 5/30/25<br>c. Completion date – 8/29/25<br>d. Completion date – 10/05/25<br>e. Completion date – on Coastal Commission agenda schedule |



- c. **Benchmark Schedule:** Please list (1) all significant and pertinent project benchmarks related to the project for which funds are being requested, (2) expected dates for reaching or completing those steps. These dates will be used in monitoring grant progress and in grant reporting under approved grant agreements.

| ACTIVITY                                                 | COMPLETION DATE                  |
|----------------------------------------------------------|----------------------------------|
| T.1 Project Administration                               | Throughout                       |
| T.2 Stakeholder ID and Outreach Program                  | 5/17/24                          |
| T.2.a Public Workshop                                    | 6/05/24                          |
| T.3 Comprehensive LCP Clean-Up                           | 1/20/25                          |
| T.4 Site Rezoning (new IP/LUP)                           | 4/29/24                          |
| T.5 Mapping Update (GIS)                                 | 4/29/24 (this will begin in T.3) |
| T.6 MBOBNP                                               | 4/12/24                          |
| T.7 Insert Objective Design Standards                    | 4/12/24                          |
| T.8 – T.9 Optional Tasks                                 | 6/21/24                          |
| T.10 Prepare Drafts and Final Draft for Submittal to CCC | 10/05/25                         |

4. **Budget.** Please include a task-by-task budget for both County/City staff labor and for potential consultants and/or project partners. Budget detail on sub-tasks is not necessary and budgets may be amended following execution of grant agreements. Note that consultant/partner costs must be listed by task and must include all costs relating to consultant/partner labor, travel, supplies, overhead, etc. If consultants will be hired at a later date, please include a budget estimate per task that can be updated after hiring the consultants. **Please note that these non-competitive, rolling grants are intended for projects up to \$500,000.** Applications for larger grant projects should be reserved for future competitive grant rounds.

#### Application Budget Information

Funding Request: \$ 500,000.00

Total Project Cost: \$ 500,000.00

| <i>Jurisdiction Name</i>                        | <i>CCC Grant Total</i> | <i>Match/Other Funds</i> | <i>Total (LCP Grant Funds + Match/Other Funds)</i> |
|-------------------------------------------------|------------------------|--------------------------|----------------------------------------------------|
| <b>LABOR COSTS<sup>1</sup></b>                  |                        |                          |                                                    |
| <b>City Staff Labor</b>                         |                        |                          |                                                    |
| <b>Task 1 – Project Administration</b>          | \$2,178.00             |                          | \$2,178.00                                         |
| <b>Task 2 – Stakeholder ID+Outreach Program</b> | \$2,178.00             |                          | \$2,178.00                                         |

<sup>1</sup> Amount requested should include total for salary and benefits.



| <i>Jurisdiction Name</i>                                                 | <i>CCC Grant Total</i> | <i>Match/Other Funds</i> | <i>Total (LCP Grant Funds + Match/Other Funds)</i> |
|--------------------------------------------------------------------------|------------------------|--------------------------|----------------------------------------------------|
| <b>Task 3 – Comprehensive LCP Clean-Up</b>                               | \$2,178.00             |                          | \$2,178.00                                         |
| <b>Task 4 – Site Rezoning (new IP/LUP) and General Resiliency Review</b> | \$2,178.00             |                          | \$2,178.00                                         |
| <b>Task 5 – Mapping Update (GIS)</b>                                     | \$2,178.00             |                          | \$2,178.00                                         |
| <b>Task 6 - MBOBNP</b>                                                   | \$2,178.00             |                          | \$2,178.00                                         |
| <b>Task 7 - ODS</b>                                                      | ---                    |                          | ---                                                |
| <b>Tasks 8 – 9 Optional</b>                                              | ---                    |                          | ---                                                |
| <b>Task 10 – Hearings, Reviewing drafts, staff reports, etc.</b>         | \$4,375.00             |                          | \$4,375.00                                         |
| <b>Total City Labor Costs</b>                                            | <b>\$21,785.00</b>     | <b>\$0.00</b>            | <b>\$21,785.00</b>                                 |
| <b>DIRECT COSTS</b>                                                      |                        |                          |                                                    |
| <b>County/City Staff Project Supplies</b>                                |                        |                          |                                                    |
| A                                                                        |                        |                          |                                                    |
| B, etc.                                                                  |                        |                          |                                                    |
| <b>Total</b>                                                             |                        |                          | <b>n/a</b>                                         |
| <b>County/City Staff Travel In State<sup>2</sup></b>                     |                        |                          |                                                    |
| Mileage                                                                  |                        |                          |                                                    |
| Hotel, etc.                                                              |                        |                          |                                                    |
| <b>Total</b>                                                             |                        |                          | <b>n/a</b>                                         |
| <b>Consultants<sup>3</sup>/Partners</b>                                  |                        |                          |                                                    |
| <b>Consultant A (EMC)</b>                                                |                        |                          |                                                    |
| <b>Task 1 - Project Admin.</b>                                           | \$41,450               |                          | \$41,450                                           |
| <b>Task 2 - Stakeholder ID+Outreach Program</b>                          | \$47,640               |                          | \$47,640                                           |
| <b>Task 3 - Comprehensive LCP Clean-Up</b>                               | \$38,020               |                          | \$38,020                                           |
| <b>Task 4 - Site Rezoning (new IP/LUP) + ½ Resiliency</b>                | \$49,995               |                          | \$49,995                                           |
| <b>Task 5 - Mapping Update (GIS)</b>                                     | \$42,950               |                          | \$42,950                                           |
| <b>Task 6 - MBOBNP</b>                                                   | \$6,960                |                          | \$6,960                                            |
| <b>Task 7 - ODS</b>                                                      | \$25,325               |                          | \$25,325                                           |

<sup>2</sup> Travel reimbursement rates are the same as similarly situated state employees.

<sup>3</sup> All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.



| <i>Jurisdiction Name</i>                                             | <i>CCC Grant Total</i> | <i>Match/Other Funds</i> | <i>Total (LCP Grant Funds + Match/Other Funds)</i> |
|----------------------------------------------------------------------|------------------------|--------------------------|----------------------------------------------------|
| <b>Task 8 – 9 Optional</b>                                           | \$94,260               |                          | \$94,260                                           |
| <b>Task 10 - LCP Drafts, hearings, submittal to CCC + Resiliency</b> | \$81,375               |                          | \$81,375                                           |
| <b>Consultant A (EMC) Total</b>                                      | \$427,975              |                          | <b>\$427,975</b>                                   |
| <b>Consultant B (Integral)</b>                                       |                        |                          |                                                    |
| <b>Tasks 1 + 2 - Stakeholders + Outreach + ½ Resiliency</b>          | \$9,880                |                          | \$9,880                                            |
| <b>Task 6 - MBOBNP</b>                                               | \$15,600               |                          | \$15,600                                           |
| <b>Task 10 - LCP Drafts, Hearings, Submittal</b>                     | \$16,120               |                          | \$16,120                                           |
| <b>Consultant B (Integral) Total</b>                                 | <b>\$41,600</b>        |                          | <b>\$41,600</b>                                    |
| <b>Consultants Total</b>                                             | <b>\$469,575</b>       |                          | <b>\$469,575</b>                                   |
| <b>Total Direct Costs</b>                                            | <b>\$469,575</b>       | <b>\$0</b>               | <b>\$469,575</b>                                   |
| <b>OVERHEAD/INDIRECT COSTS<sup>4</sup></b>                           |                        |                          |                                                    |
| <b>Total City Staff Overhead/Indirect Costs</b>                      | <b>\$0</b>             |                          | <b>\$0</b>                                         |
| <b>Total Consultant Overhead/Indirect Costs</b>                      | <b>\$5,760</b>         |                          | <b>\$5,760</b>                                     |
| <b>TOTAL PROJECT COST</b>                                            | <b>\$497,120</b>       | <b>\$0</b>               | <b>\$497,120</b>                                   |

5. **Supplementary Information** (optional). Additional photos, maps and/or other information may be included as attachments if such materials will help illustrate or support the proposed project. This may include maps or other information identifying disadvantaged and low-income communities within the planning area; maps, photos, or other information regarding project areas identified to be significantly impacted by climate change or sea level rise; brief descriptions or links to previously completed studies or other work upon which the proposed project will build; or letters of support from relevant stakeholders.

Please note: All photos, maps, and additional information submitted is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, or display it, free of charge. All items submitted will be considered a public record upon submittal and will be treated in accordance with Public Records Act requirements. Please indicate if credit is requested for any photos and/or maps or documents.

<sup>4</sup> Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for "Total Labor."



6. **Resolution from the Applicant's Governing Body.** Please submit a resolution that contains the following authorizations: 1) authority to submit the proposal, 2) authority to enter into a grant agreement with the California Coastal Commission if the grant is awarded, and 3) designation of the applicant's authorized representative (name and title). A sample resolution is provided as [Attachment A](#). Resolutions should also contain clear statements of commitment to full completion of the intended grant process, including submission of applicable LCP products (LCP submittal or amendment) to the Commission for review.

## SUBMISSION INSTRUCTIONS

Please submit the completed application form, including all attachments, via email to [LCPGrantProgram@coastal.ca.gov](mailto:LCPGrantProgram@coastal.ca.gov). Submit all application materials combined in a single PDF file, AND submit the Project Proposal (including project description, task descriptions, schedule, and budget) as a Word document. See Attachment B for an application checklist.<sup>5</sup>

If you are unable to submit via email, you may mail a CD and hard copy to the Coastal Commission at the address below. Please coordinate with Kelsey Ducklow via email prior to mailing hard copy application materials.

Kelsey Ducklow  
California Coastal Commission  
455 Market St., Suite 300  
San Francisco, CA 94105  
[kelsey.ducklow@coastal.ca.gov](mailto:kelsey.ducklow@coastal.ca.gov)

Once an application has been submitted, Commission staff will confirm it has been received, and may follow up for clarifications, additional details, or to recommend that an amended application be submitted. The Executive Director will make a final determination on grant awards within 30 days of submittal of a complete grant application. Applicants will be notified of the decision, and staff will provide an update to the Coastal Commission on awarded projects. Projects not awarded funding through the non-competitive program will still be eligible for future competitive grant rounds.

## CONTACT INFORMATION

Coastal Commission staff are pleased to assist local governments during preparation of LCP grant applications. Contact information for the LCP Grant Program Team is included below.

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<sup>5</sup> Please note: all information that is submitted is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, or display it, free of charge. All documents submitted will be considered a public record upon submittal and will be treated in accordance with Public Records Act requirements. Please indicate if credit is requested for any photos and/or maps.



**Please note that due to the COVID-19 Pandemic, many staff members continue to work from home, so email may be the best way to contact them at this time.**

For questions on the overall grant application process, including project eligibility and funding requirements, please contact Kelsey Ducklow at: [kelsey.ducklow@coastal.ca.gov](mailto:kelsey.ducklow@coastal.ca.gov) or (415) 904-2335.

Questions regarding specific project proposals should be directed to the LCP grant coordinator for the respective County:

- For Del Norte, Humboldt, Mendocino, Santa Cruz, Monterey, and San Luis Obispo Counties, please contact Awbrey Yost at: [awbrey.yost@coastal.ca.gov](mailto:awbrey.yost@coastal.ca.gov), or call (831) 427-4863.
- For Sonoma, Marin, San Francisco, San Mateo, and Orange Counties, please contact Brittney Cozzolino at: [brittney.cozzolino@coastal.ca.gov](mailto:brittney.cozzolino@coastal.ca.gov), or call (415) 904-5271.
- For Santa Barbara and Ventura Counties, please contact Karen Vu at: [karen.vu@coastal.ca.gov](mailto:karen.vu@coastal.ca.gov), or call (415) 904-5268.
- For Los Angeles and San Diego Counties, please contact Mary Matella at: [mary.matella@coastal.ca.gov](mailto:mary.matella@coastal.ca.gov), or call (415) 904-6093

For District-specific questions, contact information for each district office is listed below.

**North Coast (Del Norte, Humboldt, Mendocino Counties)**

- Shana Gray, Deputy Director: [shana.gray@coastal.ca.gov](mailto:shana.gray@coastal.ca.gov), (415) 904-5280
- Melissa Kraemer, District Manager: [melissa.kraemer@coastal.ca.gov](mailto:melissa.kraemer@coastal.ca.gov), (707) 826-8950

**North Central Coast (Sonoma, Marin, San Francisco, San Mateo Counties)**

- Dan Carl, Deputy Director: [Dan.Carl@coastal.ca.gov](mailto:Dan.Carl@coastal.ca.gov), (831) 427-4863
- Stephanie Rexing, District Manager: [stephanie.rexing@coastal.ca.gov](mailto:stephanie.rexing@coastal.ca.gov), (415) 904-5260

**Central Coast (Santa Cruz, Monterey, San Luis Obispo Counties)**

- Dan Carl, Deputy Director: [Dan.Carl@coastal.ca.gov](mailto:Dan.Carl@coastal.ca.gov), (831) 427-4863
- Kevin Kahn, District Manager: [kevin.kahn@coastal.ca.gov](mailto:kevin.kahn@coastal.ca.gov), (831) 427-4863

**South Central Coast (Santa Barbara and Ventura Counties, and the Malibu portion of Los Angeles County)**

- Steve Hudson, Deputy Director: [Steve.Hudson@coastal.ca.gov](mailto:Steve.Hudson@coastal.ca.gov), (805) 585-1800
- Barbara Carey, District Manager: [Barbara.Carey@coastal.ca.gov](mailto:Barbara.Carey@coastal.ca.gov), (805) 585-1800

**South Coast (Los Angeles (except Malibu) and Orange Counties)**

- Karl Schwing, Deputy Director, Orange County: [Karl.Schwing@coastal.ca.gov](mailto:Karl.Schwing@coastal.ca.gov), (562) 590-5071



- Steve Hudson, Deputy Director, Los Angeles County: [Steve.Hudson@coastal.ca.gov](mailto:Steve.Hudson@coastal.ca.gov), (562) 590-5071
- Amber Dobson, District Manager: [Amber.Dobson@coastal.ca.gov](mailto:Amber.Dobson@coastal.ca.gov), (562) 590-5071
- Shannon Vaughn, District Manager: [shannon.vaughn@coastal.ca.gov](mailto:shannon.vaughn@coastal.ca.gov), (562) 590-5071

**San Diego (San Diego County)**

- Karl Schwing, Deputy Director: [Karl.Schwing@coastal.ca.gov](mailto:Karl.Schwing@coastal.ca.gov), (619) 767-2370
- Diana Lilly, District Manager: [diana.lilly@coastal.ca.gov](mailto:diana.lilly@coastal.ca.gov), (619) 767-2370
- Kanani Leslie, District Manager: [kanani.leslie@coastal.ca.gov](mailto:kanani.leslie@coastal.ca.gov), (619) 767-2370

DRAFT



## Attachment A: Sample Resolution<sup>6</sup>

**WHEREAS**, the Budget Act of 2021 provides up to \$31 million to support the Coastal Commission's LCP Local Assistance Grant Program which awards grants to local governments to support coastal resiliency and updates to Local Coastal Programs (LCPs); and

**WHEREAS**, the California Coastal Commission, under the authority of the California Coastal Act, may provide financial assistance to support coastal planning and has approved a grant program to provide such financial assistance for LCP planning; and

**WHEREAS**, the goal of the grant program is to develop new or updated LCPs in conformance with the California Coastal Act and to promote coastal resiliency and address the effects of climate change; and

**WHEREAS**, grant proposals submitted under this grant program must complete Local Coastal Program (LCP) planning work with special emphasis on coastal resiliency and addressing the effects of climate change and sea-level rise; and

**WHEREAS**, (insert name of jurisdiction), has [does not yet have] an effectively certified LCP [or LCP segment]; and

**WHEREAS**, the (name of jurisdiction), desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of an Amendment to the LCP [in whole or in part]; and

**[For uncertified areas] WHEREAS**, the (name of jurisdiction), desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of an LCP and desires to assume permit issuing authority; and

**WHEREAS**, the (name of jurisdiction) commits to and agrees to fully support a planning effort intended to [complete or] amend a certified LCP pursuant to the provisions of the California Coastal Act, with full public participation and coordination with the Coastal Commission staff.

**NOW, THEREFORE, BE IT RESOLVED**, that the [name of legislative or policy body], of the [name of jurisdiction], hereby:

1. Directs [name of jurisdiction] staff to submit the grant application package attached hereto as Attachment 1 to the California Coastal Commission to provide financial and planning assistance, under authority of the California Coastal Act, in the amount of \$\_\_\_\_\_ to fund the project more particularly described in the grant application package.

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<sup>6</sup> This sample is provided for informational purposes only; please contact your attorney before using this sample.



2. Authorizes the (title of official), of the (name of jurisdiction), to execute, in the name of the (name of jurisdiction), all necessary applications, contracts and agreements and amendments thereto to implement and carry out the grant application package attached hereto and any project approved through approval of the grant application.

PASSED AND ADOPTED by the (name of legislative or policy body), of the (name of jurisdiction), on this \_\_\_\_ day of \_\_\_\_\_, 2021 on the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

\_\_\_\_\_

Signed:

\_\_\_\_\_

(name and title of official authorized to sign resolutions of the governing body)



## **Attachment B: Application Checklist**

A complete Grant Application Packet includes the following components. Please submit all documents in a single PDF file as well as a Word Document of the Project Proposal details, as noted below. **It is very important to receive the PDF file and a Word document for efficiency in preparing grant agreement documents.** Thank you for your attention to these important components of the application.

- ☐ Signed LCP Grant Application Form (.pdf)
- ☐ Project Proposal (.docx)
  - Project Description, Task Descriptions, Schedule, Budget, and Supplemental Information
- ☐ Signed Resolution (.pdf)
- ☐ All documents combined into a single PDF file (.pdf)



## Attachment C: Program Priorities and Evaluation Criteria

Applications for LCP local assistance planning grants will be evaluated for their ability to complete the proposed planning work. Projects selected for funding will be those that best meet the Commission's adopted program priorities and evaluation criteria, which were updated at the October 2021 hearing to reflect current planning needs.<sup>7</sup>

### Eligible Grantees and Projects

These grants are intended to provide assistance to local governments responsible for developing and amending Local Coastal Programs, and such local governments must be the primary applicant and grantee. Coastal jurisdictions may also partner together in support of regional planning efforts and/or grant funds may be used to support relevant stakeholder groups to achieve specific project goals. Local governments are eligible to apply for projects that were not previously funded.

Eligible projects are those that are designed to assist local governments in assessing impacts and planning for coastal resiliency, including adapting to the impacts of climate change and sea level rise, and which contain an LCP planning component. Grant funds may be used for technical, economic, policy, and other analyses, feasibility studies, vulnerability assessments, adaptation plans, outreach and coordination efforts, and activities related to LCP adoption and submittal. LCP planning components may include development of a new LCP, a comprehensive LCP update, an LCP amendment (*e.g.*, updates to coastal hazards policies; incorporation of new sea level rise related policies or programs), targeted LCP changes (*e.g.*, changes to LCP policies/zoning to allow for implementation of identified sea level rise adaptation strategies or climate resiliency projects; updates to previously adopted SLR policies in response to continued planning), or similar activities undertaken through a Public Works Plan (PWP) process.

More information on eligible project types is provided in the program priorities and evaluation criteria sections below. Additional details, including project examples, may be provided in forthcoming grant application announcements.

### Program Priorities

Applications will be evaluated for their ability to advance coastal resiliency efforts in the context of LCP planning. This may include:

- Completion of technical, economic, policy, or other analyses meant to assist in understanding, planning for, and adapting to climate change and sea level rise, and increasing coastal resiliency, including but not limited to general vulnerability assessments, studies to evaluate impacts based on evolving science (*e.g.*, extreme sea level rise, groundwater change), feasibility and design studies for nature-based adaptation or other specific strategies, and development of monitoring programs

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<sup>7</sup> See: [Recommended Updates to the LCP Local Assistance Grant Program](#), adopted October 15, 2021.



- Planning work and/or related studies to support development of regional, neighborhood, site, or asset specific adaptation approaches, including phased adaptation/adaptation pathways, such as for a Shoreline Management Plan, a Coastal Hazards Response Plan as required by a Coastal Development Permit, or similar
- Planning work and/or focused outreach efforts to increase public awareness and participation in climate change and sea level rise planning activities, particularly among vulnerable communities
- Planning work to address environmental justice concerns, particularly related to climate change and sea level rise planning activities, and to ensure equitable protection of coastal resources and provision of public coastal access and lower-cost recreation for everyone, regardless of race, ethnicity, socio-economic status, or place of residence
- Completion of land use plan and/or zoning work to achieve certification of a new Local Coastal Program (or an Area of Deferred Certification) or planning and/or zoning work to significantly update certified LCPs (or LCP segments) in whole or in part to provide for coastal resiliency, or to reflect changed conditions, new information and scientific knowledge, new programs and policies, or other significant changed circumstances

### **Evaluation Criteria**

Staff will evaluate grant applications against the following selection criteria. The criteria will be considered as a whole, not weighted.

#### ***Public Benefit/Significance***

The Commission will consider the extent to which the proposed project will address issues of statewide significance and maximize public benefits of the coast. These can include reducing greenhouse gases and addressing the impacts of climate change and sea level rise; preserving and enhancing coastal habitat; protecting, providing and enhancing public access; protecting priority land uses such as agriculture, coastal dependent development, or recreation; protecting and providing lower cost visitor and recreational opportunities. The Commission will consider the extent to which priority Coastal Act resources are addressed and the public benefits maximized.

#### ***Environmental Justice***

In 2016, the Legislature passed AB 2616 giving the Coastal Commission explicit authority to consider environmental justice, defined in California Government Code Section 65040.12(e), as updated in 2020, as: *“The fair treatment and meaningful engagement of people of all races, cultures, incomes, and national origins with respect to the development, adoption, implementation and enforcement of environmental laws, regulations, and policies.”* Low-income communities, indigenous communities, communities of color, and other marginalized communities often bear a disproportionate burden of pollution or other environmental harms, while suffering from a lack of environmental services, such as clean drinking water, clean air, and access to parks and open space. Addressing these types of disparities and barriers to



meaningful involvement is critical for ensuring that Coastal Act goals of protecting coastal resources for all are equitably fulfilled, particularly as climate change results in evolving risks, without creating new or continuing to exacerbate existing environmental burdens in environmental justice communities. The Coastal Commission will consider the extent to which environmental justice issues are addressed when evaluating grant proposals.

### ***Addressing the Effects of Climate Change***

Climate change is one of the most significant policy areas to emerge since many of the LCPs have been certified. The Commission is seeking LCP updates and amendments that address the effects of climate change, including land use, housing, transportation, and habitat restoration and conservation policies that facilitate reductions in greenhouse gases and vehicle miles traveled, as well as the planning and implementation of strategies to adapt to sea level rise and other issue areas affected by climate change, such as changes in habitats and fire hazards.

### ***Relative Need for LCP Update***

Related to the public benefits of a proposal, the Commission will consider the relative need for an LCP update, considering the length of time since an LCP or LCP segment has been updated and the significance of the issues proposed to be updated. For example, many jurisdictions seek to assess vulnerability and develop adaptation solutions to address sea level rise, fire, or other climate change impacts to critical infrastructure, residential areas, recreational amenities and open space, or significant wetland and habitat areas. Others have identified needs to reduce vehicle miles traveled, encourage smart growth, increase climate-resilient housing supply, improve public transit, and enhance pedestrian and bicycle options, particularly to and along the coast. A proposal to complete technical studies, economic analyses, mapping, public outreach, and development of LCP policies in support of these options may be important.

### ***Likelihood of Success/Effectiveness***

Overall, the success of the Commission's grant program will be measured by the progress made toward development and implementation of climate resilience strategies, including through LCP certification, update, or amendment. The Commission will consider the likelihood of success of each proposal, including evaluating the practicality, feasibility, and effectiveness of a proposed work program that may lead to successful implementation. Proposals must address the need for coordination with the public and the Commission, and provide for practicable benchmarks for development and review of studies, plans, LCP policies, and other project-specific deliverables.

Other evidence in support of this criteria may include resolutions of intent and endorsement for the proposed work from the jurisdiction and other organizations, matching funds, or other complementary efforts (see below), or other factors that may affect the likelihood that an LCP amendment will be successfully completed. Applicants will be asked to describe any LCP planning work that has been initiated or is already underway at the local level and how this grant program is needed to substantially further that effort. A resolution from the applicant



committing to completing an LCP Amendment submittal to the Commission will be required as part of the application.

For new LCP development, the local government should demonstrate its willingness and capacity to assume local coastal development permit processing. Relatedly, some areas of the coastal zone remain uncertified because the Commission and local government have been unable to reach agreement on the resolution of issues or the issue is particularly intractable. The Commission will consider the likelihood that such areas and specific policy questions can be successfully addressed, leading to certification of the area.

***Project Integration/Leverage/Matching Funds***

The Commission will consider the relationship of the LCP work program to other planning work being undertaken by the jurisdiction. There are several statewide grant programs underway which may positively integrate with this LCP Planning Grant program. Applicants will be asked to describe any other related grant awards (such as through past Coastal Commission grant rounds, or from the Ocean Protection Council, Coastal Conservancy, Caltrans, or the Strategic Growth Council) that may support the LCP planning work. The Commission will consider the ability to integrate and leverage any additional program funds available that could help support LCP certification, update, or amendment.

August 3, 2023

Alyson Hunter, AICP  
Planning Manager, Community Development Department  
City of Marina  
211 Hillcrest Ave.  
Marina, CA 93933

**Re: Revised Phase 2 Comprehensive Local Coastal Program Amendment Proposal**

Dear Alyson,

The City's Local Coastal Program Phase 1 amendment included an Existing Conditions and Adaptation Report and a Social Vulnerability Assessment (the Reports) which address the effects that sea-level rise could have on coastal resources along the shoreline of Marina. Phase 1 also included updating LCP policies to address the Report's recommendations. The Phase 1 Tasks are currently funded, underway and nearing completion. The Existing Conditions and Adaptation Report and Social Vulnerability Assessment were submitted to Commission staff on xx and the LCP/IP policies were submitted to Commission staff on July, 11 2023.

Based upon the work done during Phase 1, additional work was identified to be addressed as Phase 2 funded by another California Coastal Commission grant of up to \$500,000.

Throughout the Phase 2 process, EMC Planning Group will focus on and perform any further policy updates necessary to implement the findings from the Existing Conditions and Adaptation Report and the Social Vulnerability Assessment, which were prepared as part of Phase 1. Such policy language will focus on coastal resiliency adaptation strategies as it intersects with Environmental Justice, Public Access, and ESHA.

The following tasks are recommended to further update the City's Local Coastal Program:

## **Task 1 Project Administration and Management**

This task includes contract negotiation and execution, insurance compliance, administration, preparation and execution of subconsultant contracts, monthly invoices and progress memos, etc. This task also covers general communications and coordination among the EMC Planning Group team, the City, the Coastal Commission and all other involved agencies and interests throughout the LCP preparation process outside of the regularly scheduled meetings identified in the tasks below.

**Deliverables:** Executed contract(s), insurance certificates naming the City, monthly invoices identifying staff, hours, rates, and amount for each task, and accompanying progress memo identifying work performed to date.

## **Task 2 Stakeholder Identification and Outreach Program**

This task includes project kick-off, gathering stakeholder information, public outreach and a public workshop.

### **Task 2.1 Coastal Staff Coordination**

Participate in an initial meeting with Coastal Commission staff to discuss the comprehensive LCP update, including scope and schedule. Initial meeting topics will include the City's identified LCP policy areas in need of an update (see Tasks 3-6 below), document format, public outreach, meeting schedule, and other issues that are important at early stages of the project. The intent of the meeting will be to obtain Coastal Commission staff's early review and acceptance of the scope and have a clear understanding of Coastal Commission priorities to ensure an efficient certification process. If Commission staff identifies any other LCP policy areas they would like included as part of the update, EMC Planning Group staff will coordinate with City staff to decide whether such changes can be incorporated as part of this LCP Amendment (see Task 7). This Task includes up to 3 subsequent coordination meetings with Coastal staff, as needed. EMC Planning Group will prepare meeting minutes and distribute to the participants.

**Deliverable:** Up to four (4) meetings with Coastal and City staffs and meeting agendas and minutes prepared and distributed to participants.

### **Task 2.2 Define Stakeholders and Develop Outreach Program**

An initial step in the outreach process will be to define and identify stakeholders and develop a community outreach strategy. The City will solicit stakeholders to help in this public outreach process and prepare initial information on vision, purpose, upcoming tasks, and schedule to distribute to stakeholders. This task will include the preparation of email notification lists, and the identification of key links to community cross sections to facilitate information flow and participation. EMC Planning Group will assist staff to identify and engage low-income segments of the community, as well as California Native American Tribes, and develop outreach and meetings to solicit meaningful engagement. Meetings will be attended and lead by City staff and EMC Planning Group. Such outreach efforts could include email and USPS lists, community-wide informational postings, City social media platforms, and a dedicated website for content development prepared and managed by EMC Planning Group.

**Deliverables:** Stakeholder List and Outreach Plan Outline.

### **Task 2.3 Create Web Page**

A web page will be developed to be utilized throughout the LCP update process to obtain public input and update the public about upcoming meetings, draft documents, and the project's overall schedule and progress.

**Deliverable:** Dedicated web-page for the City's LCP update.

### **Task 2.4 Create Social Media Platforms and Newsletter Template**

Social media platforms and a newsletter template will be developed to be utilized throughout the LCP update process to obtain public input and update the public about upcoming meetings, draft documents, and the project's overall schedule and progress.

### **Task 2.5 Create Web-based Community Questionnaire**

Design, distribute, and manage responses to a web-based community questionnaire.

**Deliverables:** Community questionnaire; Website access to questionnaire; and manage responses to public questionnaire.

### **Task 2.6 Community Workshop**

Present draft vision, goals, and objectives at a public workshop for input and discussion.

**Deliverables:** Noticing materials; Agenda, Post-workshop summary

### **Task 3 Comprehensive LCP Clean-up**

The City of Marina's currently certified LCP contains strikethroughs and underlines. Phase 2 Task 3 of the Comprehensive LCP Update will include cleaning up all strikethroughs and underlines. EMC Planning staff will review the existing LUP and IP and delete all language which has been certified in strikethroughs and will add all language that has been certified in underlines. During this comprehensive LCP clean-up, EMC Planning Group will identify areas of the LCP where climate and sea-level rise resiliency policies' need to be added.

**Deliverables:** Submit draft LCP with proposed clean-up edits to the City of Marina staff for review and then to Coastal Commission staff for review and feedback before beginning further LCP Amendments. Memo discussing sections of LCP that need to be amended to include climate and sea-level rise resiliency policies.

### **Task 4 Site rezoning/LCP Implementation Plan**

Three sites have been identified that could benefit from an LCP Amendment to update their zoning to better match the potential and intent of the sites. The first site is the Brown Bulb Ranch site (APN 033-111-035, -029). It is an in-fill site located on the corner of Beach Road and Del Monte Boulevard and adjacent to Walmart (Marina Landing Shopping Center) and Locke-Paddon Park. The site is currently zoned Planned Commercial. The City envisions mixed-use development here, including a commercial and high-density residential mixed-use project, which would require a zoning designation change to allow for a high-density residential overlay. Increasing density within the City Center will help the City achieve their housing needs in a more compact sustainable manner that avoids hazardous areas.

The second site is the Cemex Site, located seaward of Highway 1 in the sand dunes in the northern area of Marina's Coastal Zone (APNs 203-011-019, 203-011-001, 203-011-016 and 203-011-020). In 2017, the Coastal Commission issued a Consent Cease and Desist order (CCC-17-CD-02) which required Cemex to stop sand mining by December 31, 2020, and required that Cemex transfer the Property to an approved non-profit or

governmental entity for conservation at a reduced price, with a deed restriction to protect the access and the habitat at the site in perpetuity. The 400-acre site is currently zoned C-D (Coastal Conservation and Development District); however, this City-adopted rezoning has not yet been certified by the CCC. An LCP amendment is required to update the site's zoning consistent with the requirement of the 2017 Consent Cease and Desist order, or other agreements that have been executed regarding the sites land use future, and certify City adopted rezonings.

The third site is on Lake Court Drive, seaward of Highway 1. There are three single family dwellings zoned Public Facility here that are not currently connected to the public sanitary sewer system. The City would like to clean up the zoning for these three parcels to reflect the residential use and facilitate connection to the sanitary sewer system.

If, during Phase 2 Task 4, additional sites are identified as potentially benefiting from an LCP Amendment to update their land use and zoning, additional budget may be allocated here for such policy updates. EMC Planning Group and City staff will consider how zoning updates could achieve managed retreat where feasible, including by identifying inland properties that could be zoned and maintained as open space.

**Deliverables.** LCP Implementation Plan Amendment to update the zoning and allowed uses for Brown Bulb ranch site, Cemex site, Lake Court Drive residential parcels and any other identified sites during the LCP Amendment process. This task will also result in updated mapping and GIS layers, and will be coordinated and integrated into Task 3 above.

## Task 5 Mapping Update

The maps in the City of Marina's LCP are the original maps from the initial LCP certification in 1982. The maps are hand drawn, of poor scale and quality, and have not yet been converted digitally. EMC Planning Group will update all maps within the LCP to digital form and will provide GIS layers to the City. EMC Planning Group will also work with City staff and Coastal staff to identify additional maps that could support the LCP (i.e., ESHA, hazards, public access maps, etc.)

**Deliverables:** Produce up to twenty-five (25) digital maps to replace the existing hand drawn maps. Provide GIS layers to the City of Marina so that they can add the map layers to their GIS Database.

## **Task 6 Monterey Bay Opportunistic Beach Nourishment Program (OBNP)**

The intent of the Opportunistic Beach Nourishment Program (OBNP) is to create a process where available suitable beach material can be stockpiled and/or directly placed on the beach under a streamlined process. Under the proposed program, beach material would be evaluated for compatibility, stockpiled at designated sites if needed, and placed on predetermined beach receiver sites(s).

EMC Planning Group will work with Integral Consultants to identify receiver sites along the Marina coastline and will create policy language encouraging use of the Monterey Bay OBNP. The City of Monterey adopted Initial Study and Negative Declaration will be used as the required CEQA analysis.

**Deliverables:** Policy language encouraging a long-term plan for the membership and use of the Monterey Bay OBNP as a method for nature-based adaptation and resiliency in the City of Marina.

## **Task 7 Objective Design Standards**

The City of Marina is in the process of adopting Objective Design Standards (ODS) as required by State Law (SB 35 and SB 330). The ODS will be adopted outside of the City's Coastal Zone at the end of 2023. As part of this LCP update, the City would like to include the ODS within the LCP, as required by State Law. The City's ODS will be modified as appropriate for the Coastal Zone and integrated into the LCP Implementation Plan.

**Deliverable:** Objective Design Standards for integration into LCP.

## **Task 8 Housing Ordinance updates (Optional)**

The City of Marina has a number of fair housing ordinances (reasonable accommodation, employee housing, supportive and transitional housing, low-barrier navigation centers, etc.) that it is adopting to comply with State Housing Law, and need to be brought into the Coastal Zone via an LCP amendment.

## **Task 9 Additional Policy update areas identified by CCC (optional)**

This Task leaves time and budget to account for any additional LCP policy area changes that are identified by EMC Planning, City staff, Coastal staff or stakeholders during the LCP amendment process.

## **Task 10 Prepare LCP Amendment Submittal**

This task includes preparing a final draft of the comprehensive LCP update, which will include the amendments from Tasks 3-6 above, as well as anything that is appropriate from Tasks 7, 8, and 9. During this Task, EMC Planning Group will finalize edits from the City and Coastal staff and will assist the City in the LCP Amendment submittal.

### **Task 10.1 Draft LCP**

Submit draft LCP update for City and Coastal Commission staff review. Attend up to two (2) meetings with City and Coastal Commission staff.

**Deliverable:** Prepare final draft LCP Amendment.

### **Task 10. 2 Staff Report, Resolution and Findings**

Assist City staff with preparation of Staff Reports and Findings for the City Planning Commission and City Council to consider adoption of the LCP Amendment.

**Deliverable:** Planning Commission Staff Report and Findings and City Council Staff Report and Findings.

### **Task 10.3 Attend Public Hearings**

Prepare for and attend up to two (2) Planning Commission meetings and two (2) City Council meetings to adopt the LCP Amendment. This includes assisting the City with preparation of a Power Point presentation. Prepare for and attend the Coastal Commission hearing to adopt the LCP Amendment to assist the City with questions, as needed.

**Deliverable:** Preparation and Attendance at up to four (5) meetings.

Please contact myself or Anastazia Aziz, AICP at [aziz@emcplanning.com](mailto:aziz@emcplanning.com) if you have any questions regarding this proposal.

Sincerely,

Michael Groves AICP  
President

| City of Marina Comprehensive LCP Amendment         |                    |           |                     |                   |                   |          |                            |                          |                          |             |                |                |                   |               |               |             |
|----------------------------------------------------|--------------------|-----------|---------------------|-------------------|-------------------|----------|----------------------------|--------------------------|--------------------------|-------------|----------------|----------------|-------------------|---------------|---------------|-------------|
| Task                                               | LABOR (HOURS)      |           |                     |                   |                   |          |                            |                          |                          |             | EXPENSES       |                | BUDGET            |               |               |             |
|                                                    | EMC Planning Group |           |                     |                   |                   |          |                            |                          | Integral                 |             | Expense        | Cost           | Labor (\$)        | Expenses (\$) | Subtotal (\$) | 10% Markup* |
|                                                    | Senior Principal   | Principal | Principal Biologist | Associate Planner | Desktop Publisher | Graphics | Administrative/ Production | EMC Planning Group Hours | EMC Planning Group Costs | Dave Revell | Integral Hours | Integral Costs |                   |               |               |             |
|                                                    | \$275              | \$250     | \$210               | \$165             |                   | \$140    | \$115                      |                          |                          | \$260       |                |                |                   |               |               |             |
| Phase 2- Comprehensive LCP Amendment               |                    |           |                     |                   |                   |          |                            |                          |                          |             |                |                |                   |               |               |             |
| 1. Project Administration and Management           | 30                 | 40        |                     | 64                |                   | 8        | 48                         | 190                      | \$35,450                 |             |                |                | Production/Misc   | \$5,000       |               |             |
| 2. Stakeholder Identification and Outreach Program | 24                 | 40        |                     | 96                |                   | 24       | 16                         | 200                      | \$37,640                 | 38          | 38             | \$9,880        | Outreach Platform | \$10,000      |               |             |
| 3. LCP Clean-up and Initial City/CCC Review        | 24                 | 56        |                     | 96                |                   | 8        | 4                          | 188                      | \$38,020                 |             |                |                | Mileage           | \$1,000       |               |             |
| 4. Site rezoning/LCP Implementation Plan           | 41                 | 44        | 36                  | 116               |                   | 4        | 4                          | 245                      | \$49,995                 |             |                |                |                   |               |               |             |
| 5. Mapping update                                  | 12                 | 16        | 64                  | 30                |                   | 120      | 4                          | 246                      | \$42,950                 |             |                |                |                   |               |               |             |
| 6. Beach Nourishment Program                       |                    | 12        |                     | 24                |                   |          |                            | 36                       | \$6,960                  | 60          | 60             | \$15,600       |                   |               |               |             |
| 7. Objective Design Standards                      | 16                 | 30        |                     | 65                |                   | 16       | 4                          | 131                      | \$25,325                 |             |                |                |                   |               |               |             |
| 10. LCP Amendment draft and submittal              | 70                 | 76        |                     | 220               |                   | 20       | 35                         | 421                      | \$81,375                 | 62          | 62             | \$16,120       |                   |               |               |             |
| Subtotal Task A (Hours)                            | 217                | 314       | 100                 | 711               |                   | 200      | 115                        | 1657                     |                          | 160         | 160            |                |                   |               |               |             |
| Subtotal Task A (Cost)                             | \$59,675           | \$78,500  | \$21,000            | \$117,315         |                   | \$28,000 | \$13,225                   |                          | \$317,715                | \$41,600    |                | \$41,600       |                   | \$16,000      | \$359,315     | \$16,000    |
| TOTAL ESTIMATED HOURS                              | 217                | 314       | 100                 | 711               |                   | 200      | 115                        |                          |                          | 160         |                |                |                   |               |               |             |
| TOTAL ESTIMATED LABOR BUDGET                       | \$59,675           | \$78,500  | \$21,000            | \$117,315         |                   | \$28,000 | \$13,225                   |                          |                          | \$41,600    |                |                |                   |               | \$359,315     | \$16,000    |
| TOTAL LABOR BUDGET PER FIRM                        |                    |           |                     |                   |                   |          | \$317,715                  |                          |                          |             | \$41,600       |                |                   |               | \$375,315     | \$5,760     |
|                                                    |                    |           |                     |                   |                   |          |                            |                          |                          |             |                | \$41,600       |                   |               |               | \$381,075   |

| OPTIONAL TASKS                    |          |          |     |          |         |          |
|-----------------------------------|----------|----------|-----|----------|---------|----------|
| 8. Housing Ordinance Updates      | 16.0     | 64.0     |     | 25.0     | 16.0    | 16.0     |
| 9. Additional policy area updates | 21.0     | 96.0     |     | 168.0    | 32.0    | 32.0     |
| Subtotal Optional Tasks (Hours)   | 37       | 160      | 0   | 193      | 48      | 48       |
| Subtotal Optional Tasks (Cost)    | \$10,175 | \$40,000 | \$0 | \$31,845 | \$6,720 | \$5,520  |
| OPTIONAL TASKS TOTAL              |          |          |     |          |         | \$94,260 |

NOTES:  
a. The standard 15% Markup has been reduced to 10% and is included on Administrative Overhead Expenses and Subconsultant Costs  
b. This proposal is valid for 90 days

Total \$475,335  
Note that this total is for consultant costs only - it does not include City staff costs

August 11, 2023

Item No: **10f(2)**

Honorable Mayor and Members  
of the Preston Park Sustainable Community NPC Board

Board Meeting  
of August 15, 2023

**A RESOLUTION OF THE BOARD OF THE PRESTON PARK  
SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION  
AUTHORIZING CHANGE IN SIGNATORIES ON THE CAPITAL  
RESERVE ACCOUNT WITH BRIDGE BANK**

**RECOMMENDATION:**

It is requested that the Board consider:

1. Adopting Resolution No. 2023-, authorizing change in signatories on the Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) capital reserve account.

**BACKGROUND:**

The Preston Park Sustainable Community Non-Profit Corporation Board is responsible for authorizing personnel to endorse and sign Preston Park bank accounts, and to transfer funds to/from the bank accounts for cash flow and investment purposes.

Effective August 16, 2023, Laura Pruneda will begin employment with the City of Marina as the Finance Director.

**ANALYSIS:**

Due to upcoming staffing changes, the PPSC-NPC Board is requested to consider authorizing a change to the signatories on the capital reserve account.

Staff recommends amending the authorized signors adding Layne Long and Marisol Gomez to the authorized signor's list.

|                             |                  |
|-----------------------------|------------------|
| Assistant City Manager      | Matthew Mogensen |
| Finance Director            | Laura Pruneda    |
| Accounting Services Manager | Alma Gonzalez    |

Greystar will remain as signors on the operating and security deposit accounts, which are property trust accounts held with JPMorgan Chase Bank. This banking structure is similar to that of Abrams Park and is considered best practice to ensure that Greystar, as the property manager, remains in compliance with the Department of Real Estate (DRE).

**CONCLUSION:**

This request is submitted for PP NPC Board consideration and possible action.

Respectfully submitted,

---

Juan Lopez  
Finance Director  
City of Marina

**REVIEWED/CONCUR:**

---

Layne Long  
City Manager  
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE BOARD OF THE PRESTON PARK SUSTAINABLE  
COMMUNITY NON-PROFIT CORPORATION AUTHORIZING CHANGE IN  
SIGNATORIES ON THE CAPITAL RESERVE ACCOUNT WITH BRIDGE BANK

WHEREAS, the Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) Board is responsible for authorizing personnel to endorse and sign Preston Park bank accounts, and to transfer funds to/from the bank accounts for cash flow and investment purposes.

WHEREAS, effective August 16, Laura Pruneda will begin employment as the Finance Director for the City of Marina; and

WHEREAS, due to staffing changes, the PPSC-NPC Board is requested to consider authorizing a change to the signatories on the capital reserve accounts; and

WHEREAS, Staff recommends amending the authorized signors adding Matthew Mogensen, Laura Pruneda and Alma Gonzalez; and

NOW, THEREFORE, BE IT RESOLVED by the Board of the Preston Park Sustainable Community Non-Profit Corporation that the following officers shall be authorized signatories for the Preston Park capital reserve account with Bridge Bank:

|                             |                  |
|-----------------------------|------------------|
| Assistant City Manager      | Matthew Mogensen |
| Finance Director            | Laura Pruneda    |
| Accounting Services Manager | Alma Gonzalez    |

PASSED AND ADOPTED by the Board of the Preston Park Sustainable Community Non-Profit Corporation at a regular meeting duly held on the 15<sup>th</sup> day of August, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

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Bruce C. Delgado, Mayor

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Anita Sharp, Deputy City Clerk

August 11, 2023

Item No: **10f(3)**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 15, 2023

**CITY COUNCIL AND SUCCESSOR AGENCY BOARD CONSIDER  
ADOPTING RESOLUTION NO. 2023- AUTHORIZING CHANGE IN  
AUTHORIZED SIGNATORIES ON CITY GENERAL, AND PAYROLL  
CHECKING AND SUCCESSOR AGENCY CHECKING ACCOUNTS  
WITH CHASE JPMORGAN**

**RECOMMENDATION:**

It is requested that the City Council and Successor Agency consider:

1. Adopting Resolution No. 2023-, authorizing change in signatories on the City General, and Payroll, and Successor Agency General checking accounts with Chase JPMorgan.

**BACKGROUND:**

The City Council is responsible for authorizing personnel to endorse and sign City General and Payroll checking and Successor Agency Checking and other accounts with City Chase JPMorgan accounts for cash flow and investment purposes.

Effective August 16, 2023, Laura Pruneda will begin employment as the Finance Director for the City of Marina.

**ANALYSIS:**

Due to recent staffing changes, the City Council is requested to consider authorizing a change to the signatories on the City General and Payroll and Successor Agency checking accounts with Chase JPMorgan.

Staff recommends amending the authorized signors adding Laura Pruneda, Matthew Mogensen and Alma Gonzalez to the authorized signor's list.

To maintain the highest possible level of internal controls, and to preserve the flexibility needed to assure prompt payment of claims and investment of idle cash, the City Council is requested to consider authorizing the change in signatories to include the following individuals:

|                             |                  |
|-----------------------------|------------------|
| City Manager                | Layne Long       |
| Assistant City Manager      | Matthew Mogensen |
| Finance Director            | Laura Pruneda    |
| Accounting Services Manager | Alma Gonzalez    |
| Fire Chief                  | Doug McCoun      |

**FISCAL IMPACT:**

None

**CONCLUSION:**

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

Respectfully submitted,

---

Juan Lopez  
Finance Director  
City of Marina

**REVIEWED/CONCUR:**

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Layne Long  
City Manager  
City of Marina

RESOLUTION NO. 2023-  
RESOLUTION NO. 2023- (SA-MRA)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AND THE  
SUCCESSOR AGENCY BOARD OF THE MARINA REDEVELOPMENT AGENCY  
AUTHORIZING CHANGE IN SIGNATORIES ON CITY GENERAL AND PAYROLL  
CHECKING ACCOUNTS AND SUCCESSOR AGENCY CHECKING ACCOUNT WITH  
CHASE JPMORGAN

WHEREAS, the City Council and Board of the Marina Redevelopment Agency are responsible for authorizing personnel to endorse and sign City General and Payroll checking and other accounts and Successor Agency Chase JPMorgan accounts, and to transfer funds from/to the City and Successor Agency Chase JPMorgan accounts for cash flow and investment purposes; and

WHEREAS, effective August 16, 2023, Laura Pruneda begins employment with the City of Marina as the Finance Director; and

WHEREAS, due to staffing changes, the City Council of the City of Marina and Board of the Marina Redevelopment Agency is requested to consider authorizing a change to the signatories on the City General and, Payroll Accounts and Successor Agency General Account with Chase JPMorgan; and

WHEREAS, Staff recommends amending the authorized signors adding Juan Lopez, Finance Director; and

WHEREAS, to maintain the highest possible level of internal controls, and to preserve the flexibility needed to assure prompt payment of claims and investment of idle cash, the City Council is requested to consider authorizing the change in signatories to include the following individuals:

|                             |                  |
|-----------------------------|------------------|
| City Manager                | Layne Long       |
| Assistant City Manager      | Matthew Mogensen |
| Finance Director            | Laura Pruneda    |
| Accounting Services Manager | Alma Gonzalez    |
| Fire Chief                  | Doug McCoun      |

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marina that the following officers shall be authorized signatories for the General, Payroll, Revolving Loan, Checking and other Accounts, and Local Agency Investment Fund (LAIF):

|                             |                  |
|-----------------------------|------------------|
| City Manager                | Layne Long       |
| Assistant City Manager      | Matthew Mogensen |
| Finance Director            | Laura Pruneda    |
| Accounting Services Manager | Alma Gonzalez    |
| Fire Chief                  | Doug McCoun      |

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15<sup>th</sup> day of August, by the following vote:

AYES: COUNCIL/AGENCY MEMBERS:  
NOES: COUNCIL/AGENCY MEMBERS:  
ABSENT: COUNCIL/AGENCY MEMBERS:  
ABSTAIN: COUNCIL/AGENCY MEMBERS:

\_\_\_\_\_  
Bruce C. Delgado, Mayor

ATTEST:

\_\_\_\_\_  
Anita Sharp, Deputy City Clerk

August 11, 2023

Item No: **10f(4)**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 15, 2023

**CITY COUNCIL OF THE CITY OF MARINA AND THE SUCCESSOR AGENCY  
BOARD OF THE MARINA REDEVELOPMENT AGENCY CONSIDER  
ADOPTING RESOLUTION NO. 2023-; AND RESOLUTION NO. 2023- (SA-MRA)  
AUTHORIZING CHANGE IN SIGNATORIES TO OPEN INVESTMENT  
ACCOUNTS AND CONDUCT INVESTMENT ACTIVITIES AS OUTLINED BY  
THE CITY'S INVESTMENT POLICY**

**RECOMMENDATION:**

It is requested that the City Council and Successor Agency Board consider:

1. Adopting Resolution No. 2023-; and Resolution No. 2023- (SA-MRA), authorizing change in signatories on the City and Successor Agency investment accounts to open investment accounts and conduct investment activities as outlined by the City's investment policy.

**BACKGROUND:**

The City Council and Successor Agency Board are responsible for authorizing personnel to open investment accounts. Effective August 16, 2023, Laura Pruneda will begin employment as the Finance Director of the City of Marina.

**ANALYSIS:**

To buy and sell securities on behalf of the City, investment brokers require that the City provide proof that certain officers and signatories are empowered to act on behalf of the City. The City's current investment policy authorizes the Finance Director to open investment accounts and buy and sell securities. The proposed resolution states that effective August 16, 2023, Laura Pruneda, Finance Director, is authorized as a signatory on investment accounts.

**FISCAL IMPACT:**

None

**CONCLUSION:**

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

Respectfully submitted,

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Juan Lopez  
Finance Director  
City of Marina

**REVIEWED/CONCUR:**

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Layne Long  
City Manager  
City of Marina

RESOLUTION NO. 2023-xx  
RESOLUTION NO. 2023-xx (SA-MRA)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
AND THE SUCCESSOR AGENCY BOARD OF THE MARINA REDEVELOPMENT AGENCY  
AUTHORIZING CHANGE IN SIGNATORIES TO OPEN INVESTMENT ACCOUNTS AND  
CONDUCT INVESTMENT ACTIVITIES AS OUTLINED BY THE CITY'S INVESTMENT  
POLICY

WHEREAS, pursuant to the provisions of Section 53646 of the California Government Code the City Council and Agency Board adopt and investment policy on how the City's cash may be invested; and

WHEREAS, the purpose of the Investment Policy and Management Plan is to establish strategies, practices, and procedures to be used in administering the financial investments of the City of Marina and the Successor Agency to the Marina Redevelopment Agency; and

WHEREAS, the Finance Director is an authorized City Officer empowered to open investment accounts and buy and sell investment securities as authorized in the City's adopted investment policy; and

WHEREAS, effective August 16, 2023, Laura Pruneda will begin employment with the City of Marina as the Finance Director; and

WHEREAS, due to staffing changes, the City Council and Agency Board is requested to amend the authorized signors adding Laura Pruneda, Finance Director; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marina and the Board of the Marina Redevelopment Agency that Laura Pruneda, Finance Director, shall be an authorized signatory to open investment accounts and conduct investment activities as outlined by the City's investment policy.

PASSED AND ADOPTED by the City Council of the City of Marina and the Successor Agency of Marina Redevelopment Agency at a regular meeting duly held on the 15th day of August 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

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Bruce C. Delgado, Mayor

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Anita Sharp, Deputy City Clerk

August 8, 2023

Item No: **10f(5)**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of July 18, 2023

**CITY COUNCIL TO CONSIDER AUTHORIZING STAFF TO PREPARE  
A LETTER OF SUPPORT FOR SENATE BILL 244 (EGGMAN), RIGHT  
TO REPAIR ACT**

**REQUEST:**

It is requested that the City Council consider:

1. Authorizing staff to prepare a letter of support for Senate Bill 244 (Eggman), Right to Repair Act.

**DISCUSSION:**

Mayor Delgado has requested that the City Council consider sending a letter of support for SB244 Right to Repair Act. The League of California Cities has not taken any position on SB244

**SB244 (Eggman) Right to Repair Act**

Under current law, every manufacturer making an express warranty with respect to an electronic or appliance product, including televisions, radios, audio or video recording equipment, major home appliances, antennas, and rotators, with a wholesale price to the retailer of not less than \$50 nor more than \$99.99 is required to make available to service and repair facilities sufficient service literature and functional parts to effect the repair of the product for at least 3 years after the date a product model or type was manufactured, regardless of whether the 3-year period exceeds the warranty period for the product.

Current law also requires every manufacturer making an express warranty with respect to an electronic or appliance product, as described above, with a wholesale price to the retailer of \$100 or more, to make available to service and repair facilities sufficient service literature and functional parts to effect the repair of the product for at least 7 years after the date a product model or type was manufactured, regardless of whether the 7-year period exceeds the warranty period for the product.

This bill would enact the Right to Repair Act. The bill would require, except as specified and regardless of whether any express warranty is made, the manufacturer of an above-described electronic or appliance product, in the above-described circumstances, and in those same circumstances but sold to others outside of direct retail sales, to make available, on fair and reasonable terms, to product owners, service and repair facilities, and service dealers, the means, as described, to effect the diagnosis, maintenance, or repair of the product, as provided.

Senate Bill 244- The Right to Repair Act, as amended, would require that manufacturers provide access to parts, tools, service information and repair software for specified electronics and appliances, helping to waste while also providing more options for our community members to fix, rather than replace, their household items. Unfortunately, our right to repair is currently not being protected.

Many repairs are impossible due to manufacturer-imposed restrictions that limit access to the parts, tools and service information that are needed for consumers or independent repair businesses to make repairs. This pushes consumers into buying new devices, leading to more waste. Additionally, research shows that repairing instead of replacing electronic products could save households approximately \$382 each year, adding up to over \$5 billion in savings across California.

By requiring manufacturers to take responsibility for their products throughout their life cycle, customers can more easily identify opportunities for repair and reuse before disposal up front, promoting a circular economy. Consumers who are empowered to identify third-party repair businesses and replacement parts as well as receive key service information regarding their electronic products help reduce harmful impacts in the City's landfill and local environments.

**CONCLUSION:**

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

Respectfully submitted,

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Layne P. Long  
City Manager  
City of Marina

July 28, 2023

Item No. **10g(1)**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 15, 2023

**RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2023-,  
APPROVING AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE  
CITY OF MARINA AND CSG CONSULTANTS, INC. OF FOSTER CITY,  
CALIFORNIA, FOR ENGINEERING AND BUILDING CONSULTING  
SERVICES TO EXTEND THE CURRENT CONTRACT TO JUNE 30, 2025, AND  
AUTHORIZE 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 recommended that the City Council:

1. Consider adopting Resolution No. 2023-, approving Amendment No. 3 to the agreement for Engineering and Building Consulting Services between the City of Marina and CSG Consultants, Inc. of Foster City, California, extending the current contract to June 30, 2025; and
2. Authorize the City Manager to execute the amendment on behalf of the City subject to final review and approval by the City Attorney.

**BACKGROUND:**

On April 4th, 2006, the City Council adopted Resolution No. 2006-84, approving an Agreement between the City of Marina and CSG Consultants (the "Agreement") to provide engineering inspection services to the City's Engineering Division. The original agreement was amended on July 18, 2006 (Resolution No. 2006-184), March 6, 2007 (Resolution No. 2007-44), June 3, 2008 (Resolution 2008-119), June 19, 2012 (Resolution 2012-90), October 16, 2012 (Resolution 2012-156), June 21, 2016 (Resolution 2016-88), and December 6, 2016 (Resolution 2016-154). The contract amendments extended the term of service and added staff augmentation for code enforcement, building inspection, building plan check, and solid waste franchise agreement review services.

At the December 6, 2016, regular City Council meeting, the City Council also directed staff to issue a Request of Proposals (RFP) for consulting firms providing engineering and building services. Of the seven area firms that received the RFP, CSG was the only firm that responded. Staff contacted the other potential proposers and found that the firms either partnered with CSG as a sub-consultant or did not have the breadth of services or depth of staff to support the contract.

At the regular meeting of August 2, 2017, the City Council adopted Resolution No. 2017-76, approving an agreement between the City of Marina and CSG Consultants for engineering and building permit services.

The City and Contractor entered into a First Amendment to the Agreement dated July 1, 2020 (the "First Amendment"), to extend the term of the Agreement from July 1, 2020 to June 30, 2023.

The City and Contractor entered into the Second Amendment to the Agreement dated April 21, 2021 (the "Second Amendment"), to add digital scanning and archiving services to the Scope of Work.

**ANALYSIS:**

CSG Consultants, Inc. has been providing engineering and building services since 2006. With continued development and ongoing capital needs, the City will continue to need the services of consultants in both the Engineering and Building disciplines. Those services include but are not limited to: Development review, plan check for code compliance, code enforcement, construction management & inspection services, building inspection, project management, grant application and compliance, document scanning and the day-to-day engineering and building services to assist the Community Development and Public Works Departments.

If approved, the contract services would continue to support the functions of engineering, building plan check, map check, inspection, and code enforcement. The amended contract term of service would be through June 30, 2025. (“EXHIBIT A”)

**FISCAL IMPACT:**

The services provided under this contract are funded through budgets within the Capital Improvement Program (CIP), permit fees, and developer agreements. General Fund contributions would be for a portion of Code Enforcement and the engineering and inspection within CIP projects that are budgeted to use General Fund dollars but are one-time expenditures.

There is no retainer under the terms of the contract and compensation is on an hourly reimbursement basis for services rendered. The City has the option to increase or decrease the work performed by CSG Consultants as development and the Capital Improvement Program respond to the fiscal conditions.

**CONCLUSION:**

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

Respectfully submitted,

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

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Guido Persicone, A.I.C.P.  
Community Development Director  
City of Marina

**REVIEWED/CONCUR:**

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Layne P. Long  
City Manager  
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APPROVING  
AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF  
MARINA AND CSG CONSULTANTS, INC. OF FOSTER CITY,  
CALIFORNIA, FOR ENGINEERING AND BUILDING CONSULTING  
SERVICES TO EXTEND THE CURRENT CONTRACT TO JUNE 30, 2025,  
AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE  
AMENDMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW  
AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, on April 4th, 2006, the City Council adopted Resolution No. 2006-84, approving an Agreement between the City of Marina and CSG Consultants (the “Agreement”) to provide engineering inspection services to the City’s Engineering Division. The original agreement was amended on July 18th, 2006 (Resolution No. 2006-184), March 6th, 2007 (Resolution No. 2007-44), June 3rd, 2008 (Resolution 2008-119), June 19th, 2012 (Resolution 2012-90), October 16th, 2012 (Resolution 2012-156), June 21st, 2016 (Resolution 2016-88), and December 6th, 2016 (Resolution 2016-154). The contract amendments extended the term of service and added staff augmentation for code enforcement, building inspection, building plan check, and solid waste franchise agreement review services; and

WHEREAS, at the December 6, 2016 regular City Council meeting, City Council directed staff to issue a Request of Proposals (RFP) for consulting firms providing engineering and building services. Of the seven area firms that received the RFP, CSG was the only firm that responded. Staff contacted the other potential proposers and found that the firms either partnered with CSG as a sub-consultant or did not have the breadth of services or depth of staff to support the contract; and

WHEREAS, at the regular meeting of August 2, 2017, the City Council adopted Resolution No. 2017-76, approving an agreement between the City of Marina and CSG Consultants for engineering and building permit services; and

WHEREAS, CITY and CONTRACTOR entered into a First Amendment to the Agreement dated July 1, 2020 (the “First Amendment”), to extend the term of the Agreement from July 1, 2020 to June 30, 2023; and

WHEREAS, CITY and CONTRACTOR entered into the Second Amendment to the Agreement dated April 21, 2021 (the “Second Amendment”), to add digital scanning and archiving services to the Scope of Work; and

WHEREAS, CSG Consultants, Inc. has been providing engineering and building services since 2006. With continued development and ongoing capital needs, the City will continue to need the services of consultants in both the Engineering and Building disciplines. Those services include but are not limited to: Development review, plan check for code compliance, code enforcement, construction management & inspection services, building inspection, project management, grant application and compliance, and the day-to-day engineering and building services to assist the Community Development and Public Works Departments; and

WHEREAS, if approved, the contract services would continue to support the functions of engineering, building plan check, map check, inspection, document scanning and code enforcement. The amended contract term of service would be through June 30, 2025; and

WHEREAS, the services provided under this contract are funded through budgets within the Capital Improvement Program (CIP), permit fees, and developer agreements. General Fund contributions would be for a portion of Code Enforcement and the engineering and inspection within CIP projects that are budgeted to use General Fund dollars but are one-time expenditures; and

WHEREAS, there is no retainer under the terms of the contract and compensation is on an hourly reimbursement basis for services rendered. The City has the option to increase or decrease the work performed by CSG Consultants as development and the Capital Improvement Program respond to the fiscal conditions.

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

1. Approve Amendment No. 3 to the agreement with CSG Consultants, Inc. of Foster City California for Engineering and Building Consulting Services, extending the current contract through June 30, 2025; and
2. Authorize and direct the City Manager to execute the Amendment, upon final approval by the City Attorney, on behalf of the City.

PASSED AND ADOPTED, at a special meeting of the City Council of the City of Marina, duly held on the 15<sup>th</sup> day of August 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

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Bruce C. Delgado, Mayor

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Anita Sharp, Deputy City Clerk

**THIRD AMENDMENT TO AGREEMENT WITH CITY OF MARINA AND CSG INC. FOR  
ENGINEERING AND BUILDING CONSULTING SERVICES**

**THIS THIRD AMENDMENT** (“Third Amendment”) to the Agreement for Engineering and Building Consultant Services to City projects and developments on an as needed basis as determined by the City Engineer made this day of \_\_\_\_\_, 2023 by and between the City of Marina, a California charter city (“City”) and CSG Consultants, Inc. a California Corporation (“CONTRACTOR”). CITY and CONTRACTOR are sometimes referred to herein collectively as the “Parties.”

**Recitals**

WHEREAS, CITY and CONTRACTOR entered into the Agreement dated September 11, 2017 (the "Agreement") for services to provide engineering and building consulting services pertaining to City projects and development and to provide support services for the City on an as-needed basis as determined by the City Engineer.

WHEREAS, CITY and CONTRACTOR entered into a First Amendment to the Agreement dated July 1, 2020 (the "First Amendment"), to extend the term of the Agreement from July 1, 2020 to June 30, 2023.

WHEREAS, CITY and CONTRACTOR entered into the Second Amendment to the Agreement dated April 21, 2021 (the “Second Amendment”), to add digital scanning and archiving services to the Scope of Work.

WHEREAS, CITY and CONTRACTOR desire to further amend said Agreement to extend the term of the Agreement from July 1, 2023 to June 30, 2025.

**Terms & Conditions Amended**

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

1. **“Exhibit B-3”** to the Third Amendment is incorporated into the Agreement.
2. Article 2 “Terms of Agreement & Commencement of Work” Section (a) and (b) is amended to read in its entirety.
  - (a) The term of this Agreement began on September 11, 2017, the date of its full execution, and the Agreement as amended shall expire on June 30, 2025, unless further extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:
    - (i) This Agreement has been approved by the City’s Council or by the board, officer or employee authorized to give such approval; and
    - (ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and
    - (iii) This Agreement has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor hereto; and

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

- (b) "CONTRACTOR commenced work on the Project on September 11, 2017. This agreement may be extended upon written agreement of both parties. CONTRACTOR may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the CITY and made part of "**Exhibit A.**"

3. Article 3 "Compensation" Section (a) and Section (d) are amended to read in their entirety:

- (a) "CITY liability for compensation to CONTRACTOR under the 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 and the Third Amendment CITY shall compensate CONTRACTOR in accordance with the provisions of this Section and at the hourly rates attached hereto as **Exhibit B-3.**"
- (b) "CONTRACTOR shall not receive any compensation for Extra Work without the prior written authorization of CITY. As used herein, "Extra Work" means any work that is determined by the CITY to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with "**Exhibit B-3.**"

All other terms and conditions in that certain Agreement dated September 11, 2017, as amended by the First Amendment, shall remain in full force and effect.

This Third Amendment may be executed in three (3) 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Agreement for CONTRACTOR to provide Scanning and Archiving Services pertaining to city projects and development 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

CSG CONSULTANTS, INC

\_\_\_\_\_  
Layne Long  
City Manager

\_\_\_\_\_  
Cyrus Kainpour  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Attestation & Approval Follow)

ATTEST:

By: \_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
City Attorney



## Building Services Fee Schedule

CSG's fee schedule for proposed work is provided below. If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service. Plan review is based on a percentage of the agency's plan check fees and includes the initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate below. RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency. Except for residential solar projects, CSG will charge a minimum of \$250 per plan review project.

| PERSONNEL / REVIEW TYPE                             | ALL INCLUSIVE FEE / HOURLY RATE          |
|-----------------------------------------------------|------------------------------------------|
| <b>Off-Site Building Plan Review by Percentage</b>  |                                          |
| Full Building Plan Review by Percentage             | 65% of Agency's Building Plan Check Fees |
| Structural Only Plan Review by Percentage           | 50% of Agency's Building Plan Check Fees |
| Expedited Plan Review by Percentage                 | 95% of Agency's Building Plan Check Fees |
| <b>Off-Site Building Plan Review (Hourly Rates)</b> |                                          |
| Building Plan Review                                | \$145                                    |
| Building Plan Review – Professional Engineer        | \$150                                    |
| Building Plan Review – Structural Engineer          | \$170                                    |
| Structural Only Plan Review                         | \$170                                    |
| M/E/P Plan Review – Certified Plans Examiner        | \$145                                    |
| M/E/P Plan Review – Professional Engineer           | \$160                                    |
| Grading Plan Review – Civil Engineer                | \$220                                    |
| CASp Plan Review/Consultation                       | \$160                                    |
| Expedited Plan Review (Hourly)                      | 1.5 x Hourly Rate                        |
| <b>Building Department Services</b>                 |                                          |
| Permit Technician                                   | \$100                                    |
| Senior Permit Technician                            | \$110                                    |
| CASp Inspection                                     | \$160                                    |
| Building Inspector                                  | \$125                                    |
| Combination Building Inspector                      | \$135                                    |
| Deputy Building Official                            | \$150                                    |
| Building Official                                   | \$170                                    |
| Building Department Administrative Services         | \$150                                    |
| Administration/Plan Processing                      | \$80                                     |

All hourly rates include salaries, benefits, workers compensation insurance, local travel, and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the Agency prior to proceeding. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. Depending on project size and scope, CSG's percentage-based expedited plan review rate may be adjusted if mutually agreed upon between the Agency and CSG. Administration/Plan Processing includes coordinating the pick-up and return of plans, performing scanning, collating, and tracking, and providing plan review status updates to the Agency. Hourly rates for publicly funded projects will be based on current prevailing wage rates. On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region. CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice. This fee proposal is valid for a period of 90 days from date of submittal.

Building Department Administrative Services may include developing and establishing the following: building department workflows and relationships with other agency departments, building permit code requirements, inspector and permit technician responsibilities, criteria for over-the-counter plan review and out-to-plan check projects, transmittals and routing processes, Building Department handouts for different project types; and may include other duties as assigned by the Agency.



## 2024 Engineering Division Hourly Rates

### San Francisco Bay Area

CSG Consultants' services are billed on a time-and-materials basis according to our Standard Rates, shown below.

| PROFESSIONAL ENGINEERING SERVICES                   | HOURLY RATE |
|-----------------------------------------------------|-------------|
| Engineering Trainee                                 | \$80        |
| Administrative Assistant                            | \$90        |
| Analyst                                             | \$150       |
| Engineering Designer/CASp Inspection & Consultation | \$160       |
| Construction Inspector                              | \$165       |
| Senior Analyst                                      | \$175       |
| Assistant Resident Engineer                         | \$190       |
| Assistant Engineer                                  | \$165       |
| Associate Engineer                                  | \$195       |
| Senior Construction Inspector                       | \$180       |
| Senior Engineer                                     | \$220       |
| Senior Land Surveyor                                | \$220       |
| Resident Engineer                                   | \$230       |
| Structure Representative                            | \$230       |
| Senior Structural Engineer                          | \$245       |
| Senior Project Manager                              | \$245       |
| Principal Engineer                                  | \$260       |
| Senior Principal Engineer                           | \$280       |
| Two-Person Survey Crew                              | \$365       |
| SUSTAINABILITY PROGRAM MANAGEMENT SERVICES          | HOURLY RATE |
| Sustainability Program Analyst                      | \$150       |
| Sustainability Program Senior Analyst               | \$180       |
| Sustainability Program Manager                      | \$210       |

All hourly rates include overhead costs including, but not limited to, salaries, benefits, workers' compensation insurance, travel and office expenses. CSG will coordinate the pickup and return of plans between CSG and agency offices. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will mail/email an invoice every month for services rendered during the previous month.

August 10, 2023

Item No: **10g(2)**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 15, 2023

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2023-,  
APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF  
MARINA AND DESERT STAR SYSTEMS, LLC FOR 3261 IMJIN ROAD  
(BUILDING 518) AT THE MARINA MUNICIPAL AIRPORT, AND  
AUTHORIZING CITY MANAGER TO EXECUTE THE LEASE  
AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL  
REVIEW AND APPROVAL BY CITY ATTORNEY**

**REQUEST:**

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, approving a Lease Agreement between the City of Marina and Desert Star Systems, LLC for 3261 Imjin Road (Building 518) at the Marina Municipal Airport; and
2. Authorizing City Manager to execute the Lease Agreement, on behalf of the City, subject to final review and approval by City Attorney.

**BACKGROUND:**

On December 4, 2003, the City Council approved a lease agreement with Desert Star for 3261 Imjin Road (Building 518). The term of the lease included 5 years with one 3-year extension. The leasehold included the 4,567 square foot, 2-story office building and 9,850 square foot parking lot directly to the south of the building. The beginning rent was \$2,283.50 (\$.50 per square foot) and had a CPI escalator following the first 5-year term. The lease is now expired and in month-to-month status. The current rent is \$2,847.53 (\$.62 per square foot).

**ANALYSIS:**

The proposed Lease Agreement includes a 5-year term with a City option to extend the lease another 5 years. The square footage of the lease remains at 4,567 square feet. The exterior leasehold space has been modified to include addition ground lease square footage for outdoor storage areas and the nonexclusive use of 20 parking spaces (see **EXHIBIT "A"**). The interior of the building includes office, research and development and storage space as depicted on **EXHIBIT "B"**.

The monthly rent payable schedule is proposed to begin at \$3,653.60 (at the rate of \$0.80 per square foot). Thereafter, the rent shall increase annually by two and one-half percent (2.5%) above the monthly rent payable in the prior year as follows:

|                       |                      |
|-----------------------|----------------------|
| Rent for Year Two =   | \$3,881.95 per month |
| Rent for Year Three = | \$4,110.30 per month |
| Rent for Year Four =  | \$4,338.65 per month |
| Rent for Year Five =  | \$4,567.00 per month |

|                                           |                        |
|-------------------------------------------|------------------------|
| Rent for Year One of option to extend =   | \$ 4,681.18 per month. |
| Rent for Year Two of option to extend =   | \$ 4,798.20 per month. |
| Rent for Year Three of option to extend = | \$ 4,918.16 per month. |
| Rent for Year Four of option to extend =  | \$ 5,041.11 per month. |
| Rent for Year Five of option to extend =  | \$ 5,167.14 per month  |

The Tenant shall be responsible for all utilities (water, sewer, and gas), trash collection and assessments. Both tenant and City hold responsibilities for maintenance of the building as outlined in Article 10. Maintenance and Repair.

**FISCAL IMPACT:**

Should the City Council approve this request, the beginning annual rent revenue to the airport will be \$43,843.20.

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

**CONCLUSION:**

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

Respectfully submitted,

---

Matt Mogensen  
Assistant City Manager  
City of Marina

**REVIEWED/CONCUR:**

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Layne Long  
City Manager  
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND  
DESERT STAR SYSTEMS, LLC FOR 3261 IMJIN ROAD (BUILDING 518) AT THE  
MARINA MUNICIPAL AIRPORT, AND AUTHORIZING CITY MANAGER TO  
EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO  
FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, on December 4, 2003, the City Council approved a 5-year lease with Desert Star for 3261 Imjin Road (Building 518). The lease had one 3-year extension term; and,

WHEREAS, the leasehold includes the 4,567 square foot 2-story office building, the parking lot directly to the south of the building, and outdoor storage areas. The building is noncompliant with the Americans with Disabilities Act (“ADA”); and,

WHEREAS, the proposed Lease Agreement includes a 5-year term with a City option to extend the lease another 5 years. The square footage of the lease includes 4,567 square feet of interior space, 9,097 square feet of exterior space to the northeast of the building for outdoor storage, exterior space for a small shed structure to the west of the building and the nonexclusive use of 20 parking spaces as shown on **Exhibit “A”**. The interior of the building includes office, research and development and storage space as depicted on **Exhibit “B”**; and,

WHEREAS, the monthly rent beginning rent is \$3,653.60 (at the rate of \$0.80 per square foot). Thereafter, the rent shall increase annually by two and one-half percent (2.5%); and,

WHEREAS, initial annual rent revenue to the airport will be approximately \$43,843.20. Building lease rent revenue is recorded to Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

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

1. Adopt Resolution No. 2023-, approving a Lease Agreement between the City of Marina and Desert Star Systems, LLC for 3261 Imjin Road (Building 518) at the Marina Municipal Airport; and
2. Authorize the City Manager to execute the Lease Agreement, on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15<sup>th</sup> day of August 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

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Bruce C. Delgado, Mayor

ATTEST:

---

Anita Sharp, Deputy City Clerk

**MARINA MUNICIPAL AIRPORT**

**LEASE BETWEEN**

**THE CITY OF MARINA**

**AND**

**DESERT STAR SYSTEMS, LLC**

**for**

**A PORTION OF BUILDING 518**

Recording Requested by and )  
When recorded mail to: )  
City Clerk )  
City of Marina )  
211 Hillcrest )  
Marina, CA 93933 )  
APN 031-112-012 \_)

## **LEASE**

THIS LEASE (the "Lease"), made and entered into this \_\_\_\_ day of September 2023, by and between the **CITY OF MARINA**, a California municipal corporation ("City"), and **DESERT STAR SYSTEMS, LLC** a California limited liability company ("Tenant" or "Desert Star"), as follows:

### **Recitals:**

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

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

### **Terms and Conditions**

#### **Conditions Precedent**

- 1. Approval of the terms and conditions of this Lease by the Federal Aviation Administration (FAA).
- 2. Approval of this Lease by the City Council of the City of Marina.

## **ARTICLE 1. LEASE OF PREMISES, EASEMENT**

## AND RESERVATION, TERM

1.01 **Leased Premises.** City hereby leases to Tenant, and Tenant hereby leases from City, the following real property (APN 031-112-012, a portion) and premises (the “Premises”), being a portion of the Marina Municipal Airport, located within and around Building Number 518 located at 3261 Imjin Road, Marina, County of Monterey, California, as shown on **Exhibit A**, attached hereto and made a part hereof. The interior space leased consists of approximately 4,567 square feet floor space in a concrete block two story building. The building is not compliant with the requirements of the Americans with Disabilities Act (ADA) and in accordance with Section 8.03 herein. The exterior area includes the outdoor storage space consisting of approximately 1,000 square feet to the west of the building and the parking lot (“Tenant Parking Area”) located immediately to the west of and adjacent and appurtenant to Building Number 518, consisting of approximately 9,850 square feet, including 18 parking spaces with parking for disabled persons, as shown on **Exhibit A**. Tenant shall have the right to use and allow others to use the Tenant Parking Lot. Tenant may, in a manner approved in advance and in writing by the City, mark or designate parking spaces for its use. An easement is granted for ingress to and egress from the leased Premises for vehicles and the following rights, appurtenances, and easements and no others:

(a) The exclusive use of the surrounding outdoor paved and unpaved areas as shown within the red line indicating the area of the leasehold on **Exhibit A**.

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

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

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

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

to enter upon the leased Premises and to remove such structure, natural growth, object or condition endangering aircraft landing at of taking off from the Airport, all at Tenant's sole cost and expense.

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

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

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

1.05 **Conditional Option to Extend.** City shall have the conditional option to renew and extend the term of this Lease ("Optional Term") by written amendment for an additional period of five years only, through the election and exercise of one five-year option following the Expiration Date in §1.04 hereof. One year prior to expiration of this Lease the City shall seek proposals from qualifying aviation-related users. If the City is unable to lease the site to such user within six months, the City shall offer to the Tenant to renew this Lease for an additional period of up to five years. The monthly rent to be paid by the Tenant for each year of the Optional Term is set forth in Section 4.03. The Optional Term is conditional upon FAA review and Tenant's acceptance of the terms of the lease amendment. This option may be exercised by the City by its giving written notice to the Tenant not less than 120 days before the expiration of the Term.

1.06 **Option to Extend – Rent Payable.** The monthly rent to be paid by the Tenant for the conditional five-year option will be increased by two- and one-half percent (2.5%) above the monthly rent payable in the final year of the Term as follows:

|                                           |                        |
|-------------------------------------------|------------------------|
| Rent for Year One of option to extend =   | \$ 4,681.18 per month. |
| Rent for Year Two of option to extend =   | \$ 4,798.20 per month. |
| Rent for Year Three of option to extend = | \$ 4,918.16 per month. |
| Rent for Year Four of option to extend =  | \$ 5,041.11 per month. |
| Rent for Year Five of option to extend =  | \$ 5,167.14 per month. |

1.07 **Holding Over.** Any holding over after the expiration of the initial or extended term of this Lease with the consent of the City shall be construed to be a tenancy from month-to-month at a monthly rental equal 125% of the monthly rental for final month of the previous term.

Tenant's occupancy during any period of holding over shall otherwise be on the same terms and conditions herein specified so far as applicable

**1.08 Tenant Option to Elect Early Termination.** Provided Tenant is in compliance with all terms and conditions of this Lease including, but not necessarily limited to the payment of rent and other charges, Tenant shall have the option to terminate this Lease following the end of the twenty-fourth month following the Effective Date by giving written notice to the City of Tenant's election to terminate this Lease at least 180 days prior to the early termination date.

## **ARTICLE 2. USE OF LEASED PREMISES**

**2.01 Use.** This Lease is made for the purpose of allowing Tenant's non- aeronautical, use of the leased Premises and for granting Tenant certain rights and privileges to occupy Building 518 and to use the adjacent areas designated for parking for Tenant's use. Tenant may use the Premises in its business operations. Tenant shall not use the leased premises, or any part thereof, or permit them to be used for any purpose, including residential purposes, other than the purpose specified herein without the consent of the City, such consent not to be unreasonably withheld. There shall be no outdoor storage except within fenced and screened areas approved in advance and in writing by the City or for storage of hazardous materials approved in advance and in writing by the City's Fire Chief.

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

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

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

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

c) Tenant shall have the right, at its expense, to place in the leased Premises a sign or signs identifying Tenant. Said sign or signs shall be of a size, shape and design, and at a location

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

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

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

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

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

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

2.03 **Special Events**. Tenant understands and acknowledges that the City will, from time to time, conduct special events at the Airport. Tenant agrees to cooperate with the City concerning these events (e.g. allowing the City to use the Premises Parking Area during weekends). City shall provide not less than 14-days prior written notice to Tenant of any special

event which is expected to have an impact on Tenant's operations or use of the property.

### **ARTICLE 3. USE AND MAINTENANCE OF AIRPORT FACILITIES**

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

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

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

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

### **ARTICLE 4. RENTS AND FEES**

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

4.02 **Rent: Initial Rent Amount.** The monthly rent payable for the first year of the Term of this Lease shall be \$3,653.60 (at the rate of \$.80 per square foot for the interior space). Thereafter for

the Term the monthly rent shall increase annually upon the anniversary of the Effective Date by \$.05 above the monthly rent payable in the prior year, as follows:

|                       |                      |
|-----------------------|----------------------|
| Rent for Year Two =   | \$3,881.95 per month |
| Rent for Year Three = | \$4,110.30 per month |
| Rent for Year Four =  | \$4,338.65 per month |
| Rent for Year Five =  | \$4,567.00 per month |

Tenant shall also pay every month as provided above, the amounts described in Article 12 herein for utilities (water, sewer, and gas), trash collection and related assessments. All of Tenant's operating expenses including liability insurance premiums, permits and license fees and personal property taxes on Tenant's trade fixtures and property shall be for the Tenant's account. Rent and all net charges shall commence upon the Effective Date.

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

**4.04 Performance Deposit.** Prior to the commencement date of this lease, Tenant has paid to the City the sum of \$2,751.70, deposited with the City's funds as partial security of future rental and other payments due. The parties agree that these funds will remain on deposit with the City and shall be considered a performance deposit under this Lease. In the event the City is required to utilize this deposit or any portion thereof during the term of this Lease for the payment of rents, charges, or fees due, Tenant within thirty (30) days from such use of the deposit funds shall deposit with the City an additional sum sufficient to restore the performance deposit to the amount herein set forth. This performance deposit, or any remaining portion thereof, shall be returned to the Tenant without interest at the termination of this Lease, after deduction of any amounts therefrom for payment of any obligation of Tenant due and owing to the City under any of the provisions of this Lease.

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

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

behalf of Tenant.

## ARTICLE 5. TAXES AND ASSESSMENTS

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

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

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

## ARTICLE 6. SUBORDINATE TO FEDERAL AGREEMENT AND REGULATIONS

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

6.02 **War or National Emergency.** This Lease and all provisions hereof shall be subject

to whatever right the United States government has affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

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

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

## **ARTICLE 7. NON-DISCRIMINATION**

### **7.01 Non-Discrimination.**

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

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

(c) The Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Tenant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the City as the Airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City as the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

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

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

7.03 **Affirmative Action Program.** If Lessee employs 50 or more persons in its aviation workforce, the Lessee will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effort.

## **ARTICLE 8. CONDITION OF THE PREMISES**

8.01 **Acceptance of Leased Premises.** Tenant understands that the leased Premises were formerly used by the federal government as part of an Army air base, that surrounding lands which were also part of such Army air base have, in the past been found to contain concentrations of volatile organic chemicals which exceed standards prescribed by the environmental agencies and the state and federal governments. Pursuant to Health & Safety Code §25359.7(a) Tenant is provided this notice that the structure may contain asbestos materials and lead-based paints. The City has provided to the Tenant an asbestos survey report prepared

by the U.S. Army Corps of Engineers for Building 518, which is attached hereto as **Exhibit E**. Tenant acknowledges that City has granted to Tenant the right to review all maps and records of the old Army air base presently on file in the office of the City's Planning Department as well as the right to inspect the leased Premises and perform any tests of the soils and improvements thereon or the groundwater thereunder, all in order to afford Tenant a full and complete opportunity to investigate and determine whether the leased Premises can be used for the purposes for which it is being leased.

**8.02 No Warranty.** Tenant further understands and agrees that no representation, statement, or warranty, express or implied, has been made by or on behalf of the City as to the condition of the leased Premises or the suitability of the Premises for its intended use, save and except for the representation and warranty that no City officer, employee, contractor, subcontractor, tenant, subtenant or agent has caused any condition of pollution or contamination which may now exist on the leased Premises. Such representation and warranty, however, shall not extend to any condition of pollution or contamination caused by the federal government. Upon entering into occupancy, Tenant also agrees to accept the leased Premises in its present condition and "as is", with respect to all conditions which may now exist on or under the leased Premises save and except for any condition of pollution or contamination caused by an officer, employee, or agent of City. Moreover, Tenant agrees to waive any claim or right of action against the City which Tenant now has or hereafter may acquire arising out of the condition of the leased Premises, its soils and/or the groundwater underlying the leased Premises, including but not limited to any claim of indemnity which Tenant may have by reason of costs incurred by Tenant arising out of the abatement or cleanup of any pollution or contamination condition discovered on the leased Premises hereinafter required under applicable state, federal or city laws or regulations save and except for a claim or right of action arising out of a condition of pollution or contamination caused by an officer, employee or agent of the City. Tenant is not responsible for the cost of environmental abatement, remediation or cleanup of pollution or contamination which is unrelated to the activities of the Tenant, or its officers, employees, agents, contractors or invitees, on the Premises.

**8.03 Americans with Disabilities Act (ADA).** The Building 518 described in this Lease and the real property of which it is a part has not undergone inspection by a certified access specialist (CASP) and has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53. In accordance with a written agreement between the City and the Tenant per California Civil Code section 1938(b). Tenant understands and acknowledges that, with the exception of: (1) an ADA compliant path of travel from the public way to inside the building, including common area; and the common area ADA compliant restroom on the first floor of the Building, the City makes no representation concerning the Premises compliance with the ADA. A CASp can inspect the Premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the lessee or tenant if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Tenant is solely responsible for determining whether or not Tenant's intended use of Building 518 and the leased Premises will be or is in compliance with the ADA. The City and Tenant acknowledge that certain portions of Building 518 remain inaccessible for some disabled individuals. Upon the Effective Date of this Lease, Tenant shall be responsible for the leased premises compliance with the ADA and Tenant shall hold the City harmless for any liability, loss, damages or claim arising out of or related to compliance with the ADA.

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

## **ARTICLE 9. LEASEHOLD IMPROVEMENTS**

9.01 **Improvements to Leased Premises.** During the initial or any extended term of this Lease Tenant or its contractors or subcontractors shall not make any additions or alterations to the improvements on the leased Premises which attach to, alter, or in any way affect the structural integrity of the Premises, without the prior written consent of the City, such consent not to be unreasonably delayed or withheld. Moreover, upon receiving consent to make an addition or alteration to the improvements on the leased Premises which attach to, alter or in any way affect any structural element of Building 518, Tenant or its contractors or subcontractors shall not commence work on the construction or installation of such added or altered improvement until plans and specifications for same have been submitted to and approved by the City's review processes and a building permit issued. During the initial or any extended term of this Lease, Tenant may make or cause to be made improvement which do not attach to, alter or in any way affect the structural integrity of the Premises and are required for Tenant's use. In making any such improvement Tenant shall obtain all required permits and be solely responsible for any damage to the Premises. Prior to making any improvements that do not attach to, alter or in any way affect the structural integrity of the Premises Tenant shall notify the Airport Manager in writing concerning the improvement and the Airport Manager shall have ten calendar days to object. If the Airport Manager lodges an objection to the improvement the Airport Manager and Tenant shall work in good faith to achieve the Tenant's goal.

9.02 **Performance Bond.** Tenant shall cause to be made, executed and delivered to City, prior to the date of commencement of any work in or on the leased area which attach to, alter or in any way affect any structural element of Building 518, performance bonds approved as to form and as to surety by the City, with Tenant or Tenant's contractor as principal, and the City specifically named as an additional insured, each in the sum of one hundred percent (100%) of the amount of the contract for all work costing in excess of \$5,000.00 for a) the said required work in accordance with the approved plans and specifications and b) to provide that if Tenant or its contractor or contractors fail to pay for any materials, provisions or other supplies, used in or upon, for or about the performance of the work to be done, or for any work or labor thereon of any kind, that the surety will pay the same, in an amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee as set by the

court.

9.03 **Insurance.** Before commencing any work which attaches to, alters, or in any way affects any structural element of Building 518 which work will be performed by Tenant or its contractors and/or subcontractors engaged by the Tenant, Tenant agrees to obtain, or cause to be obtained, with a responsible insurance carrier authorized under the laws of the State of California to insure employees against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work in or on the leased Premises.

9.04 **Title to Improvements.** Upon termination of this Lease or any extended periods thereof, all additions or alterations to the improvements on the leased Premises made by Tenant or its contractors or subcontractors shall become the property of the City without payment of any compensation therefor; provided, however, that upon termination of this Lease, City shall have the option to require Tenant to remove any or all added improvements or restore any altered improvement to the same condition as it was at the commencement of the term of this Lease, all at Tenant's sole cost and expense.

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

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

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

any damage to the other party's property, the same shall be repaired expeditiously at the entering party's expense.

#### **9.08 Prevailing Wage Required.**

##### **(a) Prevailing Wage Standards.**

(1) Basic Requirements. Tenant agrees that, with respect to any construction at or on the Premises for which prevailing wage is required by California Labor Code §1720 et seq. for work paid for in whole or in part from public funds or for "First Generation Construction Work" pursuant to the FORA Master Resolution Section 3.03.090. For the purposes of determining whether prevailing wage applies, Tenant and its contractors and subcontractors shall be considered as transferees of a FORA member agency, Tenant (and its contractors and subcontractors) shall comply with the then current Public Works Prevailing Wage Requirements, as the same may be amended from time-to-time (collectively, the "Prevailing Wage Requirements").

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

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

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

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

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

interested party on request. Tenant agrees to post a copy of the prevailing rate of per diem wages at the leased Premises.

(e) Except where the context otherwise requires, the definitions of terms and phrases contained in the California prevailing wage law, Sections 1720 et seq. of the California Labor Code, and in the implementing administrative regulations, shall apply to the same terms and phrases which are used in the Prevailing Wage Requirements of this Section 9.08.

(f) In the event a civil wage and penalty assessment is served by the Labor Commissioner, acting through the Division of Labor Standards Enforcement, on the City, the Tenant, or any contractor or subcontractor of the Tenant, as a result of the failure of Tenant or any of its contractors or subcontractors to comply with this Section 9.08, Tenant shall withhold from amounts due to the contractor or subcontractor sufficient funds to satisfy the assessment and, if the assessment becomes final, Tenant shall pay as a penalty to the City the amount determined by the Labor Commissioner in accordance with California Labor Code §1775, as the penalty assessment payable for each worker for each day, or portion thereof, such worker was paid less than the applicable prevailing wage rates for such work or craft in which such worker was employed. Further, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Tenant or by Tenant's contractor or subcontractor. Tenant, and each affected contractor and subcontractor, shall have the right to request a review by the Labor Commissioner of the civil wage and penalty assessment served by the Labor Commissioner by transmitting a written request for review to the Labor Commissioner within sixty days after service of the assessment, and Tenant and its contractors and subcontractors shall not be obligated to pay the civil wage and penalty assessment to the City until a final written decision affirming, modifying or dismissing the assessment is issued by the Labor Commissioner.

(g) The Prevailing Wage Requirements of this Section 9.08 will be monitored and enforced by the City's Building Division. In addition to any other rights provided by California law to recover compensation, a worker that has been paid less than the prevailing wage rates shall have a right to commence an action or proceeding against the employer of the worker for the difference between the prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which the worker was paid less than the compensation required to be paid under the provisions of this subsection. No issue other than that of the liability of the employer for the amount of unpaid wages allegedly due shall be determined in such action or proceeding, and the burden shall be on the employer to establish that the amounts demanded are not due. A worker recovering any or all of the wages claimed to be due shall recover his costs and attorney fees in securing such recovery. Nothing in this Section shall preclude its enforcement by the California Division of Labor Standards Enforcement.

(h) Tenant agrees to keep or cause to be kept by each contractor and subcontractor an accurate payroll record for each worker employed on work covered by this Section showing all of the information specified in subsection (a) of Section 1776 of the California Labor Code. All such payroll records shall be certified, available for inspection and filed monthly in accordance with the procedures specified in subsections (b)-(e) inclusive of Section 1776 and Section 1771.4 of the California Labor Code. In addition, copies of such certified payroll records shall be filed with the City within a reasonable time not to exceed thirty days from close of payroll by the respective employer. In the event Tenant or its contractor or subcontractor fails to make the

certified payroll records available for inspection within ten days of a written request made by the Labor Commissioner, acting through the Division of Labor Standards Enforcement, and a penalty assessment is served or levied by the Labor Commissioner arising out of such failure, Tenant shall forfeit as a penalty to the City a penalty assessed per calendar day, or portion thereof, for each worker determined in accordance with California Labor Code §1776, not otherwise paid to the City by the contractor or subcontractor who failed to comply with California Labor Code §1776. In accordance with California Labor Code §1813, in the event Tenant or its contractor or subcontractor requires or permits a worker to work in violation of California Labor Code Division, 2, Part 7, Chapter 1, Article 3 (payment for work in excess of eight hours in one calendar day and forty hours in one calendar week), Tenant shall forfeit as a penalty to the City the sum of Twenty-five Dollars (\$25.00) for each worker so employed, provided such penalty is not otherwise collected from the contractor or subcontractor who permitted its worker(s) to work in violation of such California Labor Code provisions.

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

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

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

**9.09 Performance and Labor and Material Bonds.** Before the commencement of any construction work hereunder for improvements, the City will require that Tenant, or its contractors, at no cost or expense to the City, furnish to the City the following security

concerning Improvements to be constructed by or on behalf of Tenant and covering any obligation of Tenant under the Prevailing Wage Requirements provisions of this Lease:

(a) Performance Bond. A bond in cash, or securities satisfactory to the City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to the City, in a sum of not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of the Tenant improvements) for the proposed Tenant improvements, payable to the City and conditioned upon full, faithful and satisfactory performance by Tenant its contractor(s) of the such Tenant improvements within the period of time specified in the construction schedule. Upon Tenant's or its contractor(s) full, faithful and satisfactory performance and completion of the such Tenant improvements, said bond shall be cancelled or returned to Tenant or contractor, as the case may be; otherwise, such part of the amount of the bond as shall be required to complete such Tenant improvements shall be payable to or retained by the City, as the case may be. In the event that said bond shall be in cash, the City shall have the right to invest and reinvest the same as it shall see fit, and any interest earned thereon during the time it is so held by the City shall accrue to and belong to the City, and Tenant or contractor shall have no interest in or claim thereto.

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

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

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

9.11 **Insurance**. Before commencing any construction work and during the course of construction, Tenant agrees to obtain, and cause its contractor(s) to be obtain, with a responsible insurance carrier authorized under the laws of the State of California to insure employees against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person

injured while performing any work or labor incidental to the work in or on the leased Premises. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance, including installation floater coverage, in a sum equal, from time to time, to the agreed full replacement cost of Buildings 533 prior to completion of the improvements, such amount to be provided by the City prior to commencement of construction work plus the estimated amount to be expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Tenant. The City and Tenant's general contractor shall be additional named insureds on Tenant's builder's risk and liability insurance.

## **ARTICLE 10. MAINTENANCE AND REPAIR**

10.01 **City's Obligation under this Lease.** The City shall be responsible for the following maintenance and repair of Building 518 for the initial and any extended term of this Lease:

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

10.02 **Tenant's Obligations under this Lease.** Tenant promptly pay its prorate share, as reasonably determined by the City, of any maintenance or repair of such portion of the leased Premises. City and Tenant shall negotiate in good faith to equitably amortize the cost of any capital repairs over the anticipated life of the repair and Tenant shall pay a proportionate share based upon the remaining term of this Lease, or any extension thereof. Failure to pay such prorate share of costs, shall be deemed a material breach of this Lease by Tenant. Tenant shall be responsible for the following maintenance and repair of Tenant's leased Premises within Building 518 for the initial and any extended term of this Lease.

- a) Maintenance, repair or replacement of interior systems and components for the electrical, plumbing, ventilation, and mechanical systems.
- b) Obtain all building permits and comply with applicable fire and building codes for all tenant improvements. Existing tenant improvements must be permitted within 120 days of the execution of this lease.
- c) Tenant will add upstairs and downstairs heating elements, each 36000 BTU across four (4) exchangers. The heating elements must be permitted and installed within six (6) months of the execution of this lease.

- d) Tenant will replace and maintain the interior lighting system with energy efficient LED lighting systems throughout the facility.
- e) Interior and exterior glass, glazing, if any, and doors damaged by Tenant or its invitees.
- d) All interior walls, ceiling, floors, bathrooms, drains and other structures or components, if any.
- e) All compressed air and gas line systems and components.
- f) All air conditioning systems and components, if any.
- g) All communication systems and components.
- h) Maintaining in compliance with regulations issued by the City's Department of Public Safety, all fire sprinklers and interior safety systems alarms and controls, in addition to the requirements of Section 2.02(f).
- i) All security alarm systems and components, if any.
- j) Maintenance, sweeping and keeping clear of refuse, regular trash and waste removal, repair or replacement of sidewalks, driveways and asphalt parking areas as well as any damage to the building structure or components or paved surfaces caused by Tenant or its invitees.
- k) General maintenance and upkeep of the leased Premises not specified herein.

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

## **ARTICLE 11. DAMAGE OR DESTRUCTION OF IMPROVEMENTS**

### **11.01 Destruction or Substantial Damage of Premises.**

a) If, during the initial or any extended term of this Lease, any of the insured improvements now or hereafter located on the leased Premises are substantially damaged or destroyed by a fire or other casualty (excluding earthquake or flood) beyond Tenant's control, City shall proceed with reasonable diligence to restore the leased Premises substantially to the condition thereof immediately prior to such damage or destruction; provided, however, that either party may elect to terminate this Lease by giving written notice of such election to the other party prior to commencement of restoration and not later than 30 days after the date of loss, if the necessary restoration work would reasonably require a period longer than 90 working days to complete, or City may elect to terminate within 30 days of the date of loss if the total of the

necessary restoration work would reasonably require the expenditure of more than fifteen thousand dollars (\$15,000.00) including insurance proceeds. In no event will City be required to repair or replace Tenant's stock in trade, fixtures, improvements, furniture, furnishings and equipment.

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

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

d) In the event that restoration is made pursuant to this section, this Lease shall remain in full force and effect, and City shall be entitled to and shall have possession of the necessary parts of the leased Premises for such purposes, and if there is any substantial interference with Tenant's business on account of such repairs, Tenant shall be entitled to a proportionate reduction of rent during the time that said repairs are being made from the date on which such damage occurred until the City completes repairs computed on the basis of the relation which the gross square foot area of space rendered untenantable bears to the total square footage of the Premises and the extent to which the Premises are unusable by Tenant. Should any dispute arise over the reduction of rent to which Tenant is entitled, such dispute shall be resolved according to the provisions of §17.04 of this Lease.

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

## **ARTICLE 12. UTILITIES, GARBAGE COLLECTION & ASSESSMENT**

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

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

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

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

12.05 **Monterey County Water Resources Agency (MCWRA) Assessment.** Tenant agrees to pay assessments levied by the MCWRA. In the event Tenant fails to pay any assessment when due, the City may, at its option, pay the same and collect from Tenant's performance deposit the amounts so disbursed, plus interest at the rate of 1½% per month or fraction thereof.

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

## **ARTICLE 13. INSURANCE & INDEMNIFICATION**

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

a) **Commercial General Liability Insurance** (primary) shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or a form approved by the City's Risk Manager including

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

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

b) **Umbrella Liability Insurance** (over primary) is required and shall apply to bodily injury/property damage, personal injury/advertising injury, contractual and products and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000) and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.

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

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

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

a) Fire and extended coverage insurance (excluding smoke pollution, or damage occasioned by earthquake or flood) on the structure and fixed improvements located on the Premises; with deductibles to be paid by the City for insured losses, in an amount equal, from time to time, to the full replacement cost of Building 533 to be determined by the City in its sole discretion during the term of this Lease. The proceeds of any such insurance may be used for rebuilding or repairing permanent improvements, subject to the provisions of Article 11 of this Lease.

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

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

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

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

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

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

d) For purpose of insurance coverage only, this Lease will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Lease.

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

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

g) Unless otherwise approved by the City, Tenant's insurance shall be

written by insurers authorized to do business in the State of California and with a minimum “Best’s” Insurance Guide rating of “A:VII.” Self-insurance will not be considered to comply with these requirements.

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

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

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

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

l) Tenant agrees to require all contractors, subcontractors or other parties hired to perform work on the leased Premises to provide general liability insurance naming as additional insureds all parties to this Lease. Tenant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Tenant agrees to require that no contract used by any contractor or subcontractor, will reserve the right to charge back to City the cost of insurance required by this Lease. Tenant agrees that upon request, all agreements with contractors or subcontractors or others with whom Contractor contracts with will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, its Council, commissions, officers, employees and agents.

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

n) In the event of any loss that is not insured due to the failure of Tenant to comply with these requirements, Tenant agrees to be personally responsible for any and all

losses, claims, suits damages, defense obligations and liability of any kind assessed or attributed to City, or City's employees as a result of such failure.

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

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

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

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

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

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

**13.05 Review of Insurance Coverage.** City shall have the right at any time during the term of this Lease to review the type, form and coverage limits of the insurance requirements. If in the opinion of the City, the insurance provisions of this Lease are not sufficient to provide adequate protection for the City and the members of the public using the Airport, the City may require Tenant to maintain insurance sufficient to provide such adequate protection. Insurance requirements shall be applied uniformly to all Tenants engaged in similar-type operations at the Airport, and such requirements shall be consistent with industry standards. City shall notify

Tenant in writing of any changes in the insurance provisions necessary to provide adequate protection. If Tenant does not deposit acceptable certificates evidencing valid insurance policies acceptable in form and content to the City, incorporating such changes, within 60 days of receipt of such notice, this Lease shall be in default. The procuring of such policy of insurance shall not be construed to be a limitation upon Tenant's liability nor as a full performance of its part of the indemnification provisions of this Lease; Tenant's obligation being, notwithstanding said policy or policies of insurance, the full and total amount of any damage, injury or loss caused by the negligence or neglect connected with the operation under this Lease.

**13.06 Indemnification.** Tenant and the City agree that City, its Council, boards and commissions, officers, employees, agents, and volunteers, should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuits, cost, expense, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the matters set forth below.

Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Tenant acknowledges that City would not enter into this Lease in the absence of the commitment from Tenant to indemnify and protect City as set forth here.

To the full extent permitted by law, Tenant shall defend, indemnify and hold harmless the City, its Council, boards and commissions, officers, employees, agents, and volunteers, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by the City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to (i) the intentional act or negligence of Tenant or Tenant's employees, agents, contractors, subcontractors or invitees, (ii) any breach or default in performance of any obligation to be performed by Tenant under this Lease, or (iii) the occupancy of the Premises by Tenant and the operation of Tenant's business thereon. All obligations under this provision are to be paid by Tenant upon receipt of notice by Tenant from the City that the City has suffered or incurred the same.

Without affecting the rights of the City under any provision of this Lease or this section, Tenant shall not be required to indemnify, defend or hold harmless City as set forth above to the extent liability is attributable to the sole negligence, gross negligence or willful misconduct of City, or officers, employees, agents, contractors, subcontractors, tenants, subtenants or volunteers of the City, provided such is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely or grossly negligent or to have engaged in willful misconduct and not in instances where Tenant is solely or partially at fault, or in instances where City's fault account for only a percentage of the liability involved. In those instances, the obligation of Tenant will be for that portion of the liability not attributable to the City's gross negligence or willful misconduct.

Notwithstanding the above, or anything in the Lease, the City shall not in any event, including, without limitation, the sole or gross negligence or willful misconduct of the City or any person for whom it is responsible in law, be in any way liable or responsible to the Tenant

for any consequential, indirect, special, punitive or incidental loss, injury or damages of any nature whatsoever (including, without limitation, loss of income or revenue or business interruption) that may be suffered or sustained by the Tenant or its representatives, customers or any other person for whom the Tenant is responsible in law.

Tenant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Article from any assignee, contractor, subcontractor or any other person or entity involved by, for, with or on behalf of Tenant in the performance of Tenant's obligations under this Lease. In the event Tenant fails to obtain such indemnity from such third parties, as required here, Tenant agrees to be fully responsible according to the terms of this section.

Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors and assigns of Tenant and shall survive the termination of this Lease or this Article.

## **ARTICLE 14. LIENS & CLAIMS**

14.01 **Liens and Claims.** Tenant shall not suffer or permit to be enforced against City's title to the leased Premises, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided, or otherwise arising (except liens, claims or demands suffered by or arising from the actions of City).

14.02 **Tenant to Pay Liens & Claims.** Tenant shall pay all such liens, claims and demands before any action is brought to enforce same against said land; and Tenant agrees to hold City and said land free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses in connection therewith.

14.03 **Payment of Liens & Claims by City.** Should Tenant fail or refuse to pay any lien, claim, or demand arising out of the construction, repair, restoration maintenance and use of said Premises and the buildings and improvements thereon, or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this lease, Tenant or its authorized encumbrancers, if any, shall, within 30 days written notice from City to Tenant of its said encumbrance, pay and discharge the same or shall furnish to City, in a form satisfactory to City, sufficient security for such lien, claim or demand and all costs and expenses in connection therewith. Should Tenant or its said encumbrancer within said 30 day period, not pay and discharge said lien, claim or demand, or not provide said security to City, then City may, at its option, either treat such failure or refusal as a breach of or default under this Lease, or may pay any such lien, claim, charge or demand, or settle or discharge any action therefore or judgment thereon, and all costs, expenses and other sums incurred or paid by City in connection therewith shall be repaid to City by Tenant upon written demand, together with interest thereon at the rate of 10%, per annum from the date of payment until repaid, and any default in such repayment shall constitute a breach of the covenants and conditions of this Lease.

## **ARTICLE 15. TRANSFERS & ENCUMBRANCES**

15.01 **Sales, Assignments, Transfers, Subleases, and Encumbrances.** Tenant shall not sell, assign, transfer, or encumber this lease, any interest of Tenant in and to the leased Premises, nor sublease the leased Premises, in whole or in part, except with the consent of City, which

consent shall not be unreasonably withheld. Tenant acknowledges and understands that the leased Premises are restricted to aviation/aeronautical-related uses unless a non aviation/non aeronautical use is approved by both the City and the Federal Aviation Administration. Neither shall this Lease, nor any interest of Tenant in and to the leased Premises be subject to an involuntary sale, assignment or transfer, or sale, assignment or transfer by operation of law in any manner whatsoever. Any such sale, assignment, transfer, encumbrance or sublease, whether voluntary or involuntary shall be void and of no effect and shall be a default which entitles City to terminate this Lease, Tenant's rights in and to the leased Premises, in the manner hereinafter provided by this lease.

15.02 **Tenant Affiliate.** Notwithstanding the provisions of §15.01, the Tenant may assign or sublet the Premises, or any portion thereof, with the City's consent to any corporation which controls, is controlled by or is under common control with the Tenant, or to any corporation resulting from the merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant as a going concern of the business that is being conducted on the Premises, provided that said assignee assumes, in full, the obligations of Tenant under this Lease. Any such assignment shall not, in any way, affect or limit the liability of Tenant under the terms of this lease even if after such assignment or subletting the terms of this Lease are materially changed or altered without the consent of Tenant, the consent of whom shall not be necessary.

15.03 **No Release of Tenant.** Regardless of City's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary responsibility of Tenant to pay the rent and to perform all other obligations to be performed by Tenant under this Lease. The acceptance of rent by the City shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, City may proceed directly against Tenant without the necessity of exhausting remedies against said assignee. City may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, and without obtaining his consent thereto and such action shall not relieve Tenant of liability under this Lease.

## ARTICLE 16. HAZARDOUS SUBSTANCES

16.01 **Hazardous Materials.** "Hazardous Materials" shall include substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., the Resources Conservation and Recovery Act; all environmental laws of the State of California, and any other environmental law, regulation or ordinance now existing or hereinafter enacted.

16.02 **Hazardous Materials Study.** Prior to, or following its occupancy of the Premises, Tenant may, at its sole cost and expense, arrange for a Hazardous Materials study of the leased property. City shall provide Tenant any documents, drawings and data in its possession relating to environmental analysis of the leased property. Tenant and City agree that, upon occupancy, the City shall have no further obligation under this Lease to remove any Hazardous Materials in or on the leased property, including any required repairs identified in any study Tenant may choose to make, prior to, or after Tenants occupancy of the leased Premises.

16.03 **Hazardous Substances.** Pursuant to Health and Safety Code §25359.7(b), Tenant shall notify City in writing within a reasonable time, of any material release of Hazardous Materials and of any hazardous substances that have come to be located beneath the Marina Municipal Airport. Tenant will comply with all applicable Hazardous Materials laws and such other reasonable rules, regulations and safeguards as may be required by the City (or any insurance carrier of the City) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under of about the leased Premises. Tenant shall, at its expense, procure, maintain in effect and comply with all conditions of any and all permits, license and other governmental and regulatory approvals required for the storage and use by Tenant of Hazardous Materials on the Premises including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving Building 533.

16.04 **Removal.** Prior to the expiration of this Lease, Tenant shall at its sole expense, remove all items of personal property, including but not limited to all flammable substances and Hazardous Materials and wastes as defined by state or federal law at the time of the expiration of this lease.

16.05 **Inspection of Records.** Tenant shall make available for inspection to the City, all records relating to the maintenance, release, mitigation and cleanup for any hazardous substances on the Premises.

16.06 **Notice.** Upon execution of this Lease, Tenant shall provide the City's Fire Department with a complete list of all Hazardous Materials used or to be used or stored on the Premises with total quantities of each Hazardous Material. Tenant shall notify City of changes in quantity of type within five days of change.

16.07 **Right to Inspect.** The City, in its proprietary capacity, agrees to give reasonable notice in accordance with the general laws of the City, prior to entering upon and inspecting the Premises at any time.

## ARTICLE 17. GENERAL PROVISIONS

17.01 **Additional Rules & Regulations.** The City Manager/Airport Manager shall have the power to establish in writing such additional rules and regulations respecting operation of the Airport as are not inconsistent with provisions of this Lease or any applicable ordinances or laws, providing such rules and regulations are found to be necessary or convenient by the City Manager/Airport Manager for the operation of the Airport or the enforcement of the provisions of this Lease, the provisions of any and all applicable laws and ordinances, and the preservation of the public peace, health, safety and welfare; and Tenant shall comply with any and all such rules and regulations adopted in writing by the City Manager/Airport Manager. Tenant may within ten days of Tenant's receipt of any additional rule or regulation established in writing by the City Manager/Airport Manager appeal such rule or regulation to the City Council/Airport Commission, such appeal to be heard within thirty days. The decision of the City Council/Airport Commission shall be final.

17.02 **Compliance with Laws; Permits and Licenses.** Tenant's business shall be conducted and maintained in strict compliance with all applicable laws, ordinances, regulations, and other requirements of federal, state, county, city or other governmental agencies having jurisdiction over the operation of Airports. Similarly, Tenant will obtain and pay for any necessary permits, licenses and other consents for the operation of Tenant's business including a City of Marina Business License. Tenant represents and warrants that it has full power and authority to enter into this Lease and perform hereunder and holds all permits and licenses which are required by law or regulation for complete performance in accordance with the terms of this Lease.

17.03 **Independent Status.** Tenant is an independent entity. Tenant is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Lease shall be construed as creating a partnership or joint venture between City and Tenant. Neither Tenant nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

17.04 **Dispute Resolution.** The parties agree that if any dispute arises over the interpretation or performance of this Lease, the parties will first attempt to negotiate any such dispute informally. If such informal negotiation fails, and if the parties mutually agree at the time, the parties may then submit the dispute for formal mediation to the American Arbitration Association (AAA) or the Judicial Arbitration and Mediation Services (JAMS), or such other mediation service as the parties may mutually agree upon. Expenses of such mediation shall be shared equally between the parties.

17.05 **Confidentiality.** To the extent allowed by law, the City shall not disclose Tenant's financial statement or confidential financial condition. Tenant acknowledges that the City is a municipal corporation and has limited powers to withhold information from the public.

17.06 **Attorney's Fees and Costs.** Should the dispute of the parties not be resolved by negotiation or mediation, and in the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Lease by means of court action or administrative enforcement the laws of the State of California shall govern the interpretation of the terms and conditions of this Lease and such action shall be brought in a court of proper jurisdiction in Monterey County, the prevailing party, in addition to any other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonable consulted by the attorneys for the prevailing party.

17.07 **Litigation Involving Lease.** In the event the City is made a party to any litigation concerning this Lease or the leased Premises by reason of any act or omission by Tenant, Tenant shall hold the City harmless from all loss or liability, including reasonable attorney's fees, incurred by the City in such litigation. In case suit shall be brought for an unlawful detainer of said Premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant or provision herein contained on the part of Tenant to be kept or performed, and the City prevails therein, Tenant shall pay to the City a reasonable attorney's fee, which shall be fixed by the court.

17.08 **Bankruptcy and Insolvency.** If Tenant shall, at any time during the term of this Lease, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Tenant,

or if Tenant shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Tenant shall be appointed in any suit or proceeding brought by or against Tenant, or if Tenant shall make any assignment for the benefit of creditors, then in each and every case, this Lease and the rights and privileges granted hereunder shall immediately cease, terminate and be forfeited and canceled; provided, however, that if Tenant shall, within six days after the filing and service on Tenant of any involuntary petition in bankruptcy or for appointment of a receiver, commence proper proceedings to dismiss or deny the petition or vacate the receivership and shall expeditiously pursue and diligently exhaust all proper remedies toward that end, the bankruptcy or receivership shall not constitute a default until the entry of a final determination adverse to Tenant.

17.09 **Eminent Domain.** In the event of a total or partial taking of the leased Premises or any interest therein by a public authority under the power of eminent domain, including but not limited to any taking of Tenant's leasehold estate by City under City's power of eminent domain, then the rights of the Tenant with respect to the term, rent, and the just compensation awarded in such eminent domain proceeding shall be in accordance with the law in effect when such taking occurs.

17.10 **No Relocation Benefits.** Tenant is hereby informed and acknowledges the following: by entering into this Lease and becoming a Tenant of City, Tenant may become entitled to receipt of "relocation assistance benefits" ("Relocation Benefits") pursuant to the Federal Uniform Relocation Assistance Act (42 U.S.C. §§ 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code, §§ 7260 et seq.) (collectively the "Relocation Statutes"), should City at some time make use of the Premises in such a way as to "displace" Tenant from the Premises. Pursuant to the Relocation Statutes, City may then become obligated to make such payments to Tenant even where such displacement of Tenant does not otherwise constitute a breach or default by City of its obligations pursuant to this Lease. Under the Relocation Statutes in effect as of the Effective Date of this Lease, Relocation Benefits may include payment to such a "displaced person" of (i) the actual and reasonable expense of moving himself or herself and a family, business, or farm operation, including personal property, (ii) the actual direct loss of reestablishing a business or farm operation, but not to exceed Ten Thousand Dollars (\$10,000), or (iii) payment in lieu of moving expenses of not less than One Thousand Dollars (\$1,000) or more than Twenty Thousand Dollars (\$20,000).

In consideration of City's agreement to enter into this Lease, Tenant hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of the City's assertion or exercise of its contractual rights to terminate this Lease pursuant to its terms, whether or not such rights are contested by Tenant or any other entity, and releases City from any liability for payment of such Relocation Benefits; provided, however, that Tenant does not waive its rights to Relocation Benefits to the extent that Tenant's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the City or any other public agency with respect to the Premises. Tenant shall in the future execute any further documentation of the release and waiver provided hereby as City may reasonably require.

17.1 **Force Majeure; Waiver.** Tenant shall not be in default under this Lease in the event that the activities of Tenant are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Marina; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other

catastrophic events which are beyond the reasonable control of Tenant. "Other catastrophic events" does not include the financial ability of Tenant to perform or failure of Tenant to obtain any necessary permits or licenses from other governmental agencies or the right to use facilities of any public entity where such failure occurs because Tenant has failed to exercise reasonable diligence.

17.12 **Abandonment.** Tenant shall not vacate or abandon the leased Premises or any part thereof at any time during the term of this Lease. If Tenant shall abandon, vacate or surrender the leased Premises or be dispossessed by process of law or otherwise, any property belonging to Tenant and left on the leased Premises shall be deemed, at the option of City, to be abandoned. Upon relinquishing possession, Tenant shall be in default of this Lease and City shall be entitled to terminate this lease, Tenant's rights in and to the leased Premises in the manner hereinafter provided by this Lease.

17.13 **Default.** Tenant shall be deemed in default under this Lease:

a) Upon breach of any of the covenants and conditions of this Lease with respect to discrimination on the grounds of race, creed, color, national origin, or sex; with respect to economic discrimination; with respect to the sale, assignment, transfer, encumbrance, or subletting of the leased Premises which is the subject matter of this Lease; with respect to the bankruptcy or insolvency of Tenant; or, with respect to any other covenant or condition of this Lease, which breach cannot be cured, immediately upon being given notice thereof by City.

b) Upon failure to pay any rent or any other consideration required under this Lease to be paid by Tenant to City within 10 days following the date those obligations are due. City may, but is not required to, provide written notice to Tenant of Tenant's failure to pay rent when due.

c) Upon failure to provide written evidence of the insurance when due, within 14 days after being given notice thereof by City.

d) Upon the breach of any of Tenant's other duties and obligations under this Lease, which breach can be cured, if such breach is not cured within thirty days after being given written notice thereof by City.

17.14 **Remedies on Default.**

a) **City's Right to Terminate Lease.** Upon Tenant's default of this lease, City shall have the right, without further notice, to terminate this Lease as well as Tenant's rights in and to the leased Premises, to enter upon and retake possession of the leased Premises, including all improvements thereon and facilities appurtenant thereto, by legal proceedings or otherwise, and to recover from Tenant, at the time of such termination, the excess, if any, of the amount of rent to be paid by Tenant under this Lease for the balance of the lease term over the then reasonable rental value of the leased Premises for the same period. For the purposes of this section, City and Tenant agree that the "reasonable rental value" shall be the amount of rent which City can obtain as rent for the balance of the lease term.

b) **City's Right to Repossess, Operate, or Relet the Leased Premises for Tenant's Account.** Upon Tenant's default under this Lease, City shall also have the right, without further

notice and without terminating this Lease, to enter upon and retake possession of the leased Premises, including all improvements thereon and fixtures appurtenant thereto, by legal proceedings or otherwise, and to take, operate, or relet the same in whole or in part for the account of Tenant at such rental, on such conditions, and to such Tenant or Tenants as City, in good faith, may deem proper, for a term not exceeding the unexpired period of the full term of this Lease. City shall receive all proceeds from rent accruing from such operating or reletting of the leased Premises and shall apply the same first to the payment of all costs and expenses incurred by City in the operation or reletting of the leased Premises and any alterations or repairs reasonably necessary to enable City to operate or relet the leased Premises, and then to the payment of all such amounts as may be due or become due under the provisions of this Lease, and the balance remaining, if any, at the expiration of the full term of this Lease or on the sooner termination thereof, by written notice of termination given by City to Tenant, shall be paid over to Tenant. In the event proceeds from rentals received by City under the provisions of this section are insufficient to pay all costs and expenses and all amounts due and becoming due hereunder, Tenant shall pay to City, on demand by City, such deficiency as may from time-to-time occur or exist. Notwithstanding any such operation or reletting without terminating this Lease, City may, at any time thereafter, elect to terminate this lease in the event that Tenant remains in default hereunder at such time.

c) City's Right to Perform. Notwithstanding any provisions as to notice of default in this Lease to the contrary, if, in City's judgment, a continuance of any default by Tenant for the full period of the notice otherwise provided for will jeopardize the leased Premises, including any improvements thereon or facilities appurtenant thereto, or the rights of City, City may, without notice, elect to perform those acts in respect of which Tenant is in default at Tenant's expense and Tenant shall thereupon reimburse City, with interest at the rate of 10% per annum, upon thirty days' written notice by City to Tenant.

d) Other Remedies. All rights, options, and remedies of City contained in this Lease shall be construed and held to be cumulative and not one of them shall be exclusive of the other, and City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided for by law, whether or not stated in this lease.

17.15 Waiver of Default. Any waiver by City of a default of this Lease arising out of the breach of any of the covenants, conditions, or restrictions of this Lease shall not be construed or held to be a waiver of any succeeding or preceding default arising out of a breach of the same or any other covenant, condition, or restriction of this lease.

17.16 City's Right of Entry. Tenant shall permit City and any agents and employees of City to enter in and upon the leased Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for improvements, alterations, additions, or repairs, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the leased Premises thereby occasioned.

17.17 Notices. All notices required or permitted to be given under this Lease shall be in writing and shall be personally delivered or sent by facsimile or by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City: City of Marina  
City Hall  
Attention: City Manager/Airport Manager  
211 Hillcrest Avenue  
Marina, California 93933  
Fax Number: (831) 384-0425

To Tenant: Desert Star Systems, LLC  
Attn: Mr. Marco Flagg, CEO  
3261 Imjin, Road Bldg. 518  
Marina, CA 93933

or to such other address as either party may from time-to-time designate by notice to the other given in accordance with this section. Notice shall be deemed effective on the date personally served or sent by facsimile or, if mailed, three business days from the date such notice is deposited in the United States mail.

17.18 **Corporate Authority.** If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within 30 days after execution of this Lease, deliver to the City a certified copy of a resolution of the Board of Directors or said corporation authorizing or ratifying the execution of this Lease. If Tenant is, or at any time during the initial or any extended term of this lease becomes a limited liability company, Tenant shall provide City with a certified copy of Tenant's LLC-1 articles of organization together with a certificate of the status certified by the Secretary of State. If Tenant is a general partnership, Tenant shall provide the City with a copy of the recorded statement of partnership.

17.19 **Amendment or Modification.** This Lease may be amended, altered or modified only by a writing specifying such amendment, alteration or modification, executed by authorized representatives of both of the parties hereto. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Lease, Tenant agrees to consent in writing upon the request of the City to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of the Lease as may be reasonable required to enable City to obtain FAA funds, provided that in no event shall such changes materially impair the rights of Tenant hereunder. A failure by Tenant to so consent shall constitute a breach of this Lease.

17.20 **Construction of Lease.** Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If there shall be more than one Tenant designated in or signatory to this Lease, the obligations hereunder imposed upon Tenant shall be joint and several; and the term "Tenant" as used herein shall refer to each and every of said signatory parties, severally as well as jointly.

17.21 **Covenant & Condition.** Each term and provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition.

17.22 **Time**. Time is and shall be of the essence of each term and provision of this Lease.

17.23 **Material Breach**. Each and every term, condition, covenant and provision of this Lease is and shall be deemed to be a material part of the consideration for the City's entry into this Lease, and any breach hereof by Tenant shall be deemed to be a material breach.

17.24 **Heirs, Successors and Assigns**. All of the covenants, agreements, conditions and undertakings herein contained shall, subject to the provisions as to assignments, apply to and bind the representatives, heirs, executor, administrators, successors or assigns of all the parties hereto; and all the parties hereto shall be jointly and severally liable hereunder.

17.25 **Further Actions**. Each of the parties agree to execute and deliver to the other such documents and instruments, and to take such actions, as may reasonably be required to give effect to the terms and conditions of this Lease.

17.26 **Interpretation**. This Lease has been negotiated by and between the representatives of both parties. Accordingly, any rule of law (including Civil Code §1654) or legal decision that would require interpretation of any ambiguities in this Lease against the party that has drafted it is not applicable and is waived. The provisions of this Lease shall be interpreted in a reasonable manner to affect the purpose of the parties and this Lease.

17.27 **Captions**. Titles or captions of articles and sections contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Lease or the intent of any provision of it.

17.28 **Severability**. If any of the provisions of this Lease are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Lease and shall not cause the invalidity or unenforceability of the remainder of this Lease, unless this Lease without the severed provisions would frustrate a material purpose of either party in entering into this Lease.

17.29 **Waiver**. No waiver of any right or obligation of either party hereto shall be effective unless made in writing, specifying such waiver and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Lease on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

17.30 **Counterparts**. This Lease may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute one and the same instrument.

17.31 **Exhibits Incorporated**. All exhibits reference in this Lease and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Lease and any of the terms of any exhibit to the lease, the terms of the Lease shall control the respective duties and liabilities of the parties.

17.32 **Entire Agreement**. This Lease constitutes the entire and complete agreement between the parties regarding the subject matter hereof, and supersedes all prior or

contemporaneous negotiations, understandings or agreements of the parties, whether written or oral, with respect to the subject matter.

**IN WITNESS WHEREOF**, this Lease has been executed by the duly authorized officers or representatives of each of the parties on the date first shown above.

CITY OF MARINA,  
a municipal corporation

DESERT STAR SYSTEMS, LLC.  
a California limited liability company

By: \_\_\_\_\_  
Layne Long, City Manager

By: \_\_\_\_\_  
Cristian S. Flagg, General Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

(Pursuant to Reso. 2022-\_\_\_\_)

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBITS**

### **EXHIBIT A**

**PLAT SHOWING LOCATION OF BUILDING 518 AT THE AIRPORT  
AND LOCATION FOR TENANT PARKING**

### **EXHIBIT B**

**PLAT SHOWING INTERIOR SPACE  
UNDER LEASE**

### **EXHIBIT C**

**STANDARD INSURANCE REQUIREMENTS FOR AGREEMENTS**

### **EXHIBIT D**

**ARMY CORPS OF ENGINEERS' ASBESTOS SURVEY FOR BUILDING 518**

### **EXHIBIT E**

**LIST/PHOTOS OF CITY EQUIPMENT, FURNISHINGS, ETC.  
PRESENT ON THE PREMISES AT COMMENCEMENT OF LEASE**

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (Seal)

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_

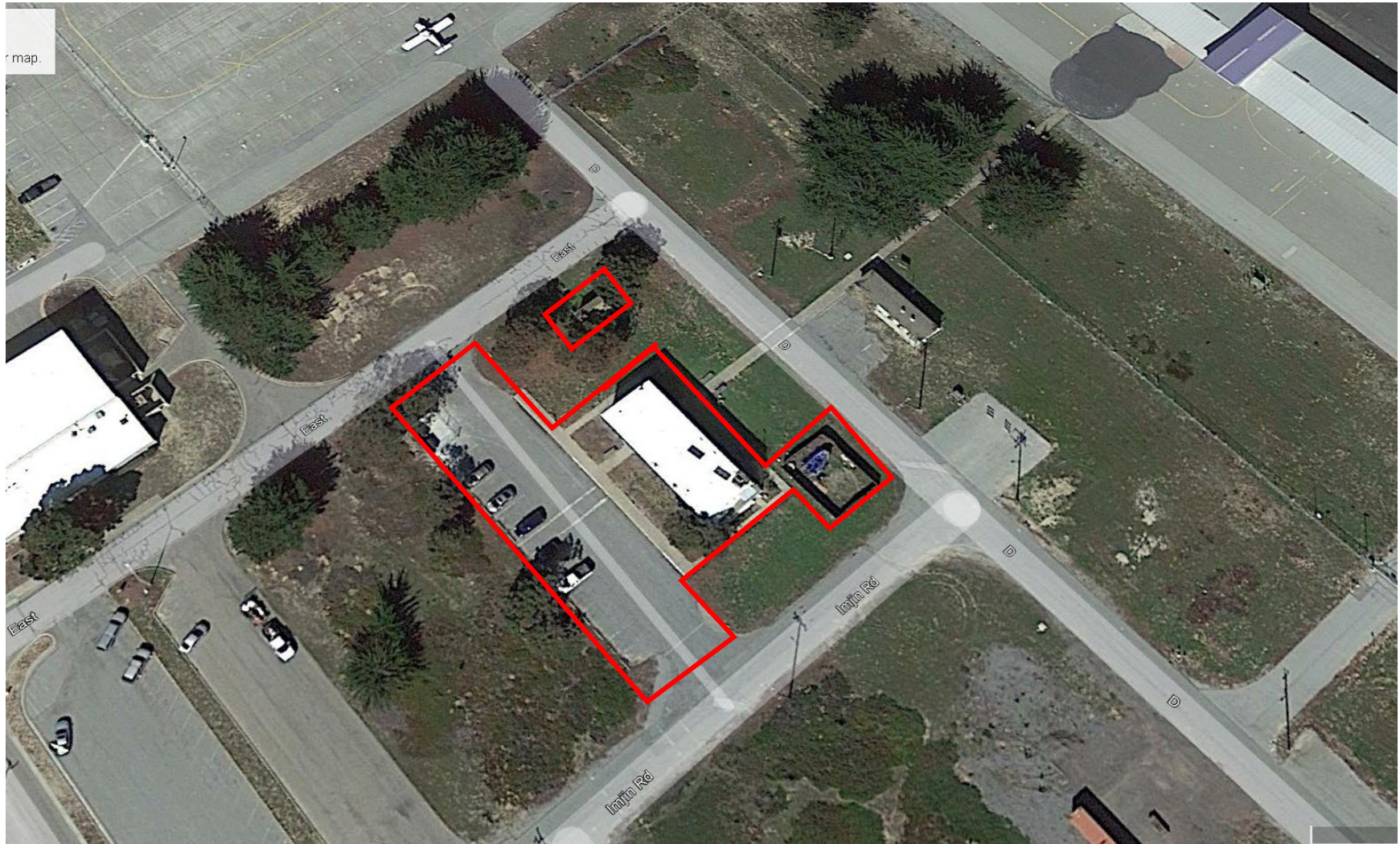
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (Seal)

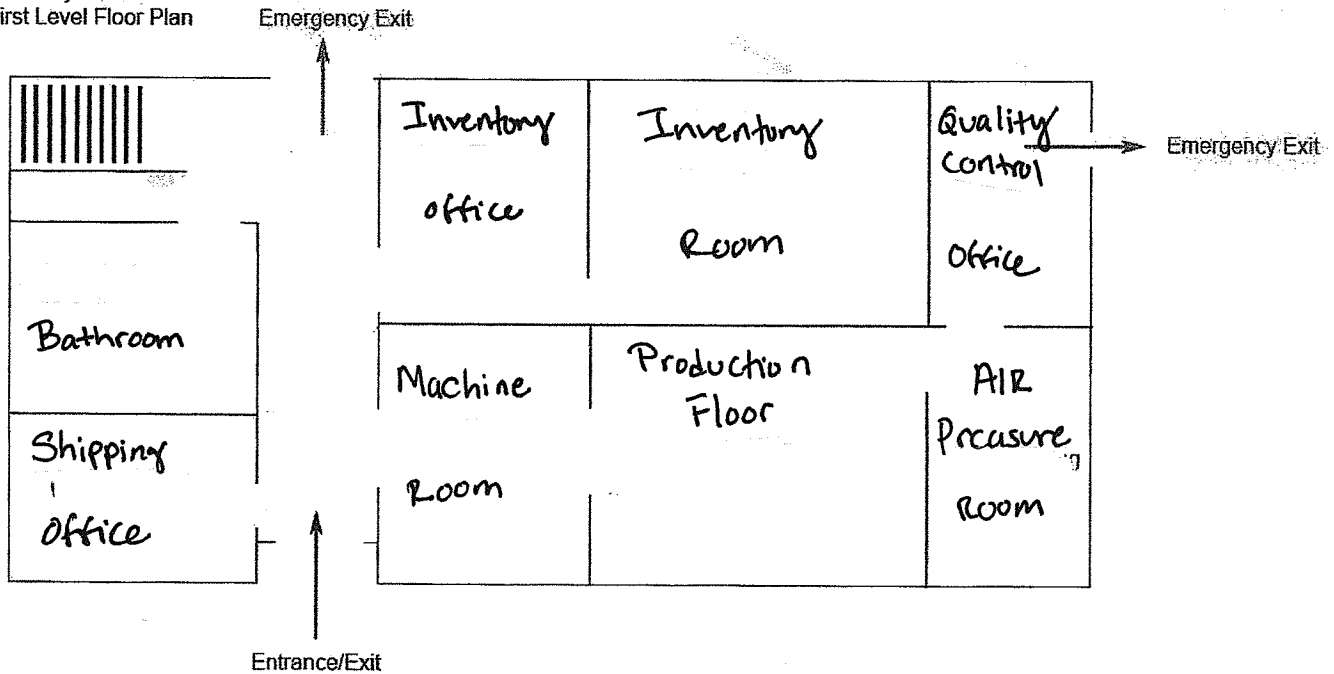
## Exhibit A



## EXHIBIT B

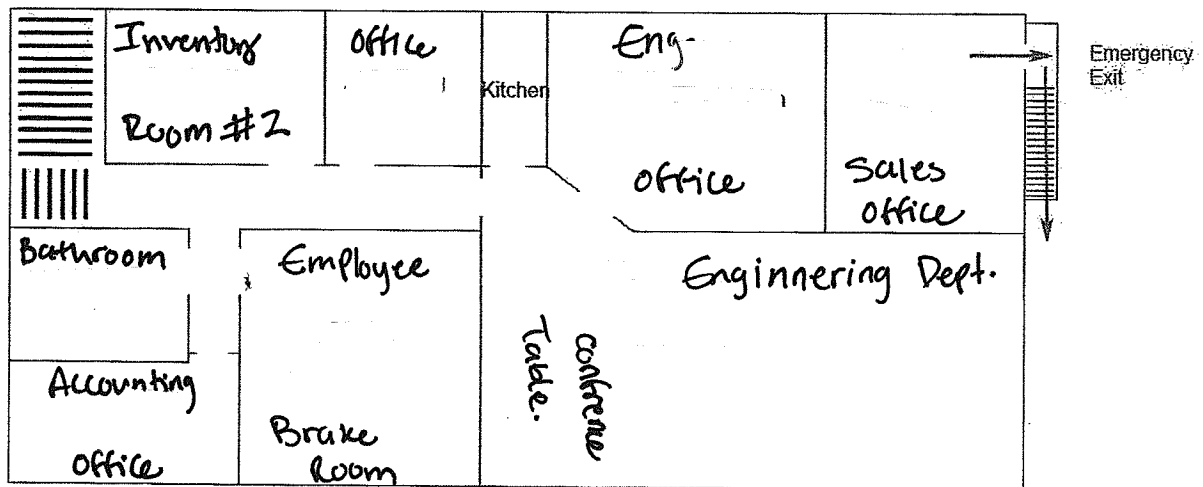
The diagram below illustrates the available emergency exits on the first floor. Unless there is an emergency you are required to use the main entrance/exit labeled in black. The red labeled entrances/exits are to be used **only** for emergencies.

Desert Star Systems  
3261 Imjin Road  
First Level Floor Plan



The diagram below illustrates the emergency exit for employees upstairs. You may **only** use this door in the event of an emergency. For exiting the building on a break you are required to use the main entrance/exit.

Desert Star Systems  
3261 Imjin Road  
Second Level Floor Plan



I have read and fully understand this section \_\_\_\_\_

### **Exhibit C - Insurance**

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000), and include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the

underlying coverage.

**Business Auto.** Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to state that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

**Workers' Compensation/Employers' Liability.** Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

**Property Insurance.** Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee As Its Interest May Appear in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

**Errors and Omissions/Professional Liability.** Errors and Omissions or professional liability coverage appropriate to Contractor's profession is required, in a form and amount approved by the City Attorney and Risk Manager. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Contractor shall maintain such insurance in place for a period of five years following completion of work or services provided under this Agreement. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than commencement of the work or services under this Agreement.

Contractor and City further agree as follows:

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

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

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

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

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

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

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

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

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

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees

to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Except for policy limits applicable to Contractor's coverage for Errors and Omissions/ Professional Liability, Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

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

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

r) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least three years following substantial completion of the work.

s) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving the Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost to the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to the City.

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**BUILDING SUMMARY**

**BUILDING P00518**

Date(s) of Survey ..... 7/28/92, 9/17/92, 1/8/93  
 Estimated Date of Construction ..... 1961  
 Building Usage ..... Airfield Operations Building  
 Total Gross Square Footage ..... 4,567 Sq. Ft.  
 Building Type ..... Concrete Block  
 Number of Levels ..... 2  
 Estimated Cost of Recommended Work Items for Asbestos-Containing Materials (CWE) ..... \$764  
 Total Estimated Cost Including Additive Items (CWE) ..... \$127,638  
 • Cost per Square Foot Including Additive Items (CWE) ..... \$27.95  
 Friable Asbestos-Containing Materials ..... Pipe Fitting Insulation  
 Nonfriable Asbestos-Containing Materials ..... HVAC Duct Ins Lag, Reflective Sealant Mastic, JC, Carpet Mastic,  
 Pipe Fit Ins Lag, Rslnt Flr Tile, Flr Tile Mastic, Rf Pen Mastic

**WORK ITEM INVENTORY**

| BLDG./<br>WORK<br>ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | DEI<br>RATING | CONSTR.<br>YEAR | TYPE OF<br>MATERIAL                          | ESTIMATED<br>QUANTITY | DESCRIPTION<br>LOCATION | FRIABILITY         | ACTION | CONTRACTOR<br>COST |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|----------------------------------------------|-----------------------|-------------------------|--------------------|--------|--------------------|
| P00518<br>1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 8             | 1993            | Pipe Fitting<br>Insulation<br>and<br>Lagging | 1 E                   | 1st Flr Boiler Room     | Friable/Nonfriable | Repair | \$585              |
| <p><b>FINDINGS:</b> Friable asbestos-containing pipe fitting insulation and lagging in the boiler room and pipe chase were in fair condition with minor spot damage noted along the edge of the 14" O.D. fitting. No asbestos was detected in the 4" O.D. pipe fitting lagging. Although the insulation and lagging are accessible and vulnerable to disturbance, these areas are infrequently entered by maintenance personnel and building users. Asbestos fibers released from damaged insulation and lagging may be distributed to other areas of the building by natural air movement. See work item No. 2 for O&amp;M action. [Bulk Sample(s) 21-25, 28-30]</p> <p><b>RECOMMENDATIONS:</b> Repair the unfinished edge of the 14" O.D. fitting using asbestos-free materials, and clean up any visible debris. Prohibit any disturbance of these materials by maintenance personnel or other building occupants. Once repairs are completed, inspect these materials annually as part of the O&amp;M.</p> |               |                 |                                              |                       |                         |                    |        |                    |

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**WORK ITEM INVENTORY**

| LDG./<br>WORK<br>ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | DEI<br>RATING | CONSTR.<br>YEAR | TYPE OF<br>MATERIAL                          | ESTIMATED<br>QUANTITY | DESCRIPTION<br>LOCATION        | FRIABILITY         | ACTION | CONTRACTOR<br>COST |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|----------------------------------------------|-----------------------|--------------------------------|--------------------|--------|--------------------|
| P00518<br>2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 12            | N/A             | Pipe Fitting<br>Insulation<br>and<br>Lagging | 26 E                  | 1st Flr Boiler Room            | Friable/Nonfriable | O&M    | \$0                |
| <p><b>FINDINGS:</b> Friable asbestos-containing pipe fitting insulation and nonfriable lagging in the boiler room and pipe chase were in generally good condition with minor spot damage. No asbestos was detected in the 4" O.D. pipe fitting lagging. If these materials were to become further damaged, asbestos fibers could be distributed to other areas of the building by natural air movement. These materials are accessible to maintenance personnel and building users who enter this area infrequently. See work item #1 for repair action. [Bulk Sample(s) 21-25, 28-30]</p> <p><b>RECOMMENDATIONS:</b> Inspect these materials annually as part of the O&amp;M. Prohibit any disturbance of these materials by maintenance personnel or other building occupants. Care should be taken to prevent any water leaks which may loosen the materials and cause them to delaminate from the substrate. Should these materials be removed, delete this work item from the O&amp;M. Any replacement should be performed with asbestos-free materials.</p> <p>Additive cost for optional removal and replacement of this material is \$1,217.</p>                                       |               |                 |                                              |                       |                                |                    |        |                    |
| P00518<br>3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 13            | N/A             | Joint<br>Compound                            | 1,900 SF              | 1st/2nd Flrs Various Locations | Nonfriable         | O&M    | \$0                |
| <p><b>FINDINGS:</b> Nonfriable asbestos-containing joint compound in the first floor office ceilings and pipe chase and second floor east offices, restrooms, locker room, and corridor ceilings was in good condition. Further analysis of sample No. 1 revealed the presence of joint compound. It is felt that the asbestos detected in this sample can be attributed to the joint compound and not the wallboard. This material is accessible to building users but does not pose a risk of contamination as long as it does not become damaged or deteriorated in such a way as to release asbestos fibers into the air. [Bulk Sample(s) 1, 43, 44, 45]</p> <p><b>RECOMMENDATIONS:</b> Inspect this material biannually as part of the O&amp;M. Prohibit any disturbance to this material which may cause the generation of airborne asbestos fibers. Any construction, renovation or demolition activities may render the joint compound friable. Should this material be removed, delete this work item from the O&amp;M. Any replacement should be performed with asbestos-free materials.</p> <p>Additive cost for optional removal and replacement of this material is \$32,775.</p> |               |                 |                                              |                       |                                |                    |        |                    |

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**WORK ITEM INVENTORY**

| BLDG./<br>WORK<br>ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DEI<br>RATING | CONSTR.<br>YEAR | TYPE OF<br>MATERIAL                                                  | ESTIMATED<br>QUANTITY | DESCRIPTION<br>LOCATION      | FRIABILITY | ACTION | CONTRACTOR<br>COST |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|----------------------------------------------------------------------|-----------------------|------------------------------|------------|--------|--------------------|
| P00518<br>4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 13            | N/A             | Resilient<br>Floor<br>Tile/Floor<br>Tile<br>Mastic/Car<br>pet Mastic | 4,120 SF              | 1st/2nd Flrs Throughout Bldg | Nonfriable | O&M    | \$0                |
| <p><b>FINDINGS:</b> Nonfriable asbestos-containing yellow carpet mastic on the first floor and underlying 9" x 9" dark green and 9" x 9" light green resilient floor tile and associated floor tile mastic throughout most of the first and second floors were in good condition. No asbestos was detected in the second floor carpet mastic. These materials are protected where covered by the carpet and do not pose a risk of contamination as long as they do not become damaged or deteriorated in such a way that they could release asbestos fibers into the air. [Bulk Sample(s) 4, 5, 11-16]</p> <p><b>RECOMMENDATIONS:</b> Inspect biannually as part of O&amp;M. These materials should not be subjected to handling procedures which may cause the generation of airborne asbestos fibers. For all O&amp;M, repair and removal activities, materials inseparable from the mastics must be considered asbestos-contaminated. Should these materials be removed, delete this work item from the O&amp;M. Any replacement should be performed with asbestos-free materials.</p> <p>Additive cost for optional removal and replacement of this material is \$59,946.</p> |               |                 |                                                                      |                       |                              |            |        |                    |
| P00518<br>5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 13            | N/A             | Roof<br>Penetration<br>Mastic                                        | 23 E                  | Roof                         | Nonfriable | O&M    | \$0                |
| <p><b>FINDINGS:</b> Nonfriable asbestos-containing roof penetration mastic located on the roof in association with vents and HVAC equipment platform legs was in good condition. This material is accessible to maintenance personnel but does not pose a risk of contamination as long as it does not become damaged or deteriorated in such a way that it could release asbestos fibers into the air. [Bulk Sample(s) 35, 36]</p> <p><b>RECOMMENDATIONS:</b> Inspect this material biannually as part of the O&amp;M. Prohibit any disturbance to this material which may cause the generation of airborne asbestos fibers. For any repair, removal or O&amp;M activities, materials inseparable from the roof penetration mastic must be considered asbestos-contaminated. Should this material be removed, delete this work item from the O&amp;M. Any replacement should be performed with asbestos-free materials.</p> <p>Additive cost for optional removal and replacement of this material is \$825.</p>                                                                                                                                                                 |               |                 |                                                                      |                       |                              |            |        |                    |

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**WORK ITEM INVENTORY**

| BLDG./<br>WORK<br>ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | DEI<br>RATING | CONSTR.<br>YEAR | TYPE OF<br>MATERIAL             | ESTIMATED<br>QUANTITY | DESCRIPTION<br>LOCATION | FRIABILITY | ACTION | CONTRACTOR<br>COST |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|---------------------------------|-----------------------|-------------------------|------------|--------|--------------------|
| P00518<br>6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 13            | N/A             | Reflective<br>Sealant<br>Mastic | 50 SF                 | Roof                    | Nonfriable | O&M    | \$0                |
| <p><b>FINDINGS:</b> Nonfriable asbestos-containing silver reflective sealant mastic located on the roof HVAC units was in good condition. This material is accessible to maintenance personnel but does not pose a risk of contamination as long as it does not become damaged or deteriorated in such a way that it could release asbestos fibers into the air. [Bulk Sample(s) 37, 38]</p> <p><b>RECOMMENDATIONS:</b> Inspect this material biannually as part of the O&amp;M. Prohibit any disturbance to this material which may cause the generation of airborne asbestos fibers. For any repair, removal or O&amp;M activities, materials inseparable from the reflective sealant mastic must be considered asbestos-contaminated. Should this material be removed, delete this work item from the O&amp;M. Any replacement should be performed with asbestos-free materials.</p> <p>Additive cost for optional removal and replacement of this material is \$1,050.</p> |               |                 |                                 |                       |                         |            |        |                    |
| P00518<br>7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 13            | N/A             | Duct<br>Insulation<br>Lagging   | 30 SF                 | Roof                    | Nonfriable | O&M    | \$0                |
| <p><b>FINDINGS:</b> Nonfriable asbestos-containing insulation lagging on the roof HVAC units was in good condition. If this material were to become damaged, asbestos fibers could be distributed to other areas of the building via the air handler intakes on the roof or by natural air movement. This material is accessible to maintenance personnel who enter this area infrequently. [Bulk Sample(s) 39, 40]</p> <p><b>RECOMMENDATIONS:</b> Inspect this material biannually as part of the O&amp;M. Prohibit any disturbance of this material by maintenance personnel or other building occupants. Care should be taken to prevent any water leaks which may loosen the material and cause it to delaminate from the substrate. Should this material be removed, delete this work item from the O&amp;M. Any replacement should be performed with asbestos-free materials.</p> <p>Additive cost for optional removal and replacement of this material is \$1,275.</p> |               |                 |                                 |                       |                         |            |        |                    |

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**WORK ITEM INVENTORY**

| BLDG./<br>WORK<br>ITEM | DEI<br>RATING | CONSTR.<br>YEAR | TYPE OF<br>MATERIAL | ESTIMATED<br>QUANTITY | DESCRIPTION<br>LOCATION | FRIABILITY | ACTION | CONTRACTOR<br>COST |
|------------------------|---------------|-----------------|---------------------|-----------------------|-------------------------|------------|--------|--------------------|
|------------------------|---------------|-----------------|---------------------|-----------------------|-------------------------|------------|--------|--------------------|

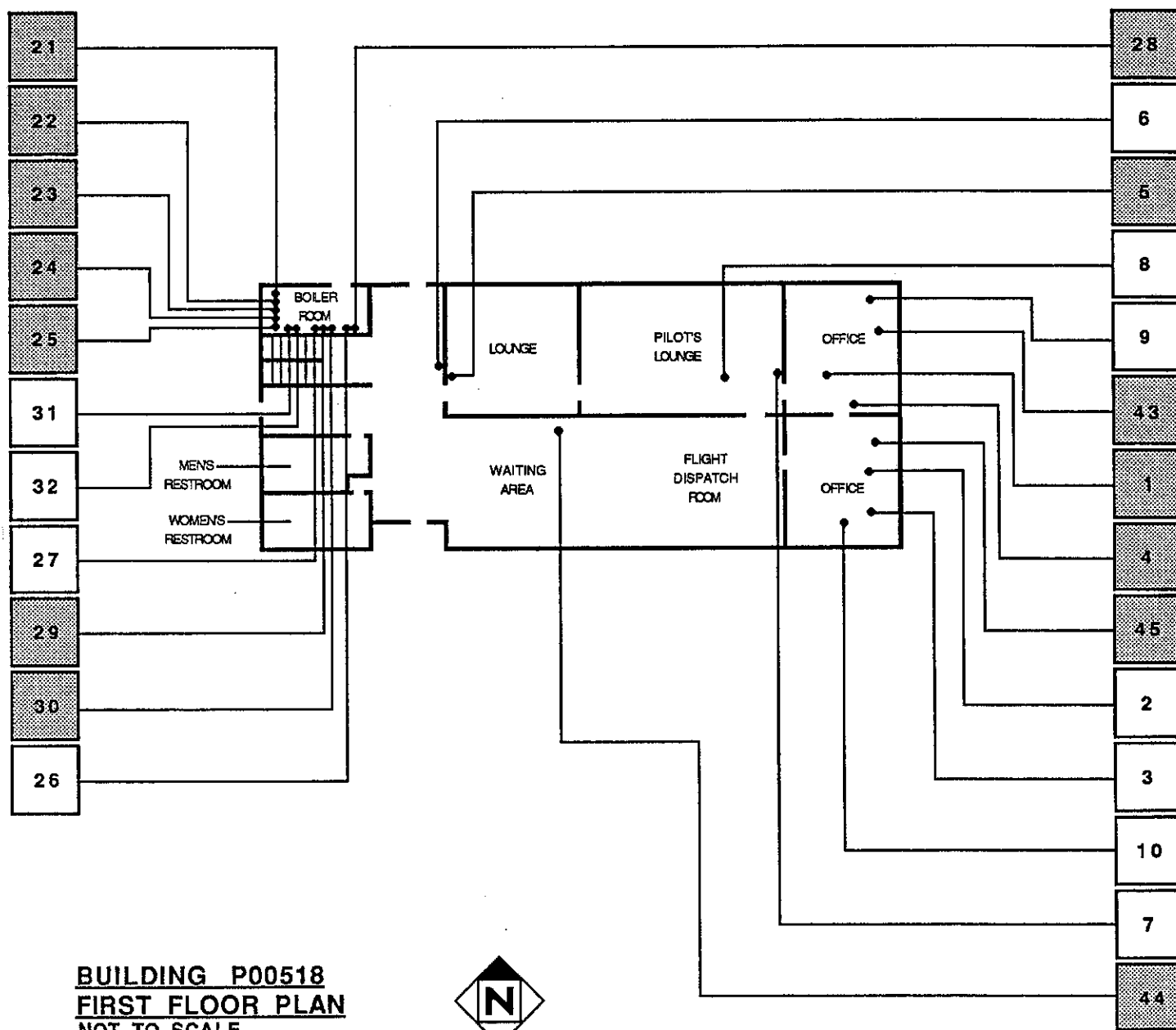
**WORK ITEM SUMMARY  
BUILDING P00518**

The work items are listed below in numerical (and DEI Rating) order, and their estimated costs have been totaled.

|             |    |      |                                                        |          |                                |                    |        |       |
|-------------|----|------|--------------------------------------------------------|----------|--------------------------------|--------------------|--------|-------|
| P00518<br>1 | 8  | 1993 | Pipe Fitting<br>Insulation<br>and<br>Lagging           | 1 E      | 1st Flr Boiler Room            | Friable/Nonfriable | Repair | \$585 |
| P00518<br>2 | 12 | N/A  | Pipe Fitting<br>Insulation<br>and<br>Lagging           | 26 E     | 1st Flr Boiler Room            | Friable/Nonfriable | O&M    | \$0   |
| P00518<br>3 | 13 | N/A  | Joint<br>Compound                                      | 1,900 SF | 1st/2nd Flrs Various Locations | Nonfriable         | O&M    | \$0   |
| P00518<br>4 | 13 | N/A  | Resilient<br>Floor<br>Tile/Floor<br>Tile<br>Mastic/Car | 4,120 SF | 1st/2nd Flrs Throughout Bldg   | Nonfriable         | O&M    | \$0   |
| P00518<br>5 | 13 | N/A  | Roof<br>Penetration<br>Mastic                          | 23 E     | Roof                           | Nonfriable         | O&M    | \$0   |
| P00518<br>6 | 13 | N/A  | Reflective<br>Sealant<br>Mastic                        | 50 SF    | Roof                           | Nonfriable         | O&M    | \$0   |
| P00518<br>7 | 13 | N/A  | Duct<br>Insulation<br>Lagging                          | 30 SF    | Roof                           | Nonfriable         | O&M    | \$0   |

\$585

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION**

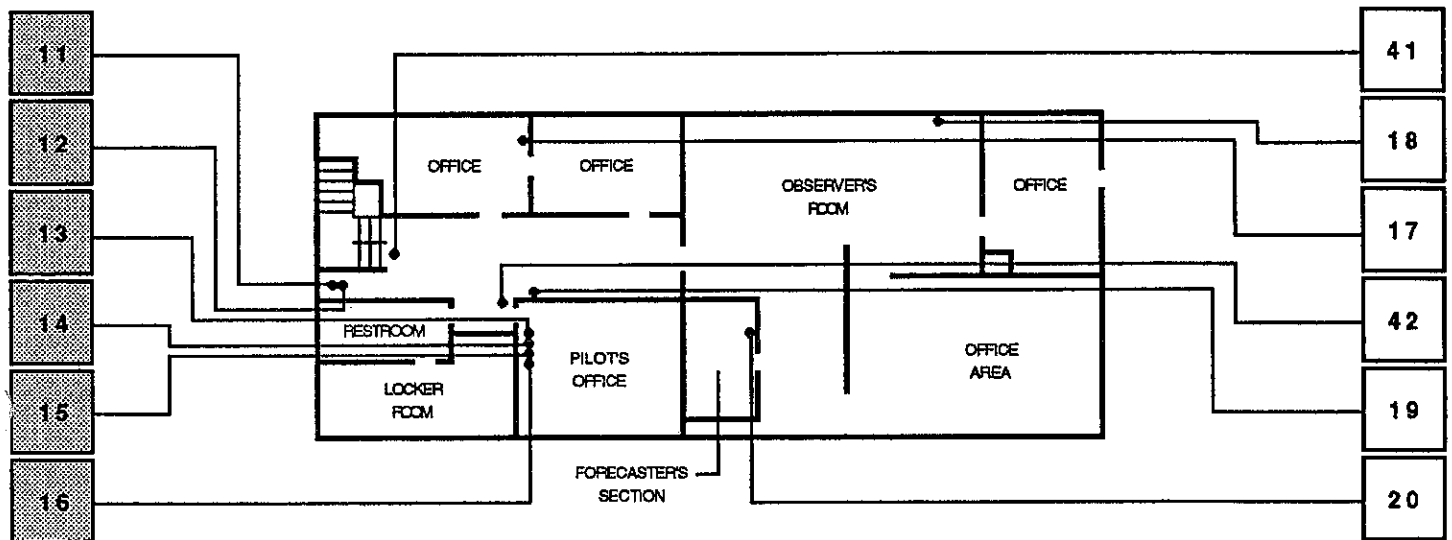


BULK SAMPLE ASBESTOS CONTENT     = >0.1%     = NONE DETECTED

DIAGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION



**BUILDING P00518**  
**SECOND FLOOR PLAN**  
NOT TO SCALE

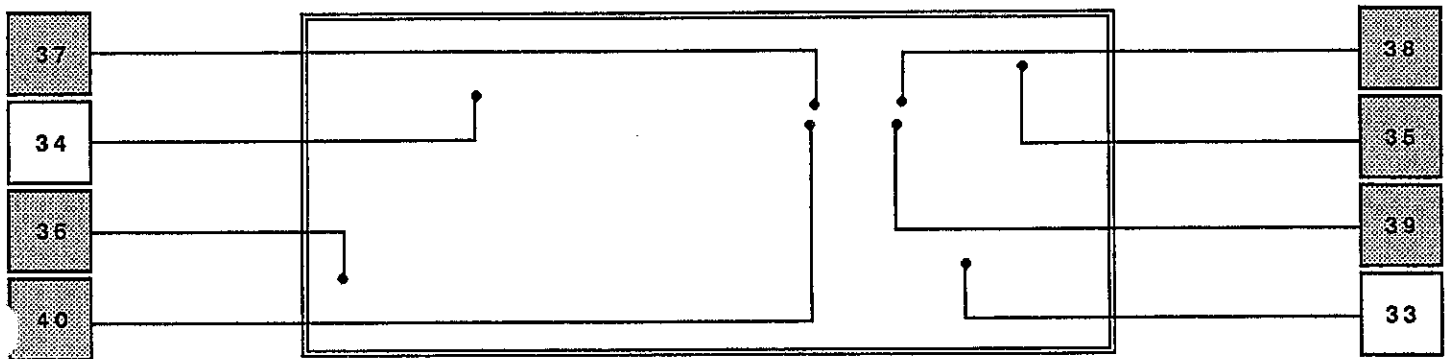


BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

AGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION



**BUILDING P00518**  
**ROOF PLAN**  
NOT TO SCALE



BULK SAMPLE ASBESTOS CONTENT  = >0.1%  = NONE DETECTED

DIAGNOSTIC ENGINEERING INC.

PROJECT NO. 1A2141AB001

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**BULK SAMPLE LOG**

| BUILDING NO. | SAMPLE NO. | TYPE OF MATERIAL                           | ESTIMATED QUANTITY | FLOOR/ LEVEL | SAMPLE LOCATION | POS./ NEG. | ASBESTOS TYPE | %   | FRIABILITY | DAMAGE |
|--------------|------------|--------------------------------------------|--------------------|--------------|-----------------|------------|---------------|-----|------------|--------|
| P00518       | 1          | Wallboard with Joint Compound              | 1,900 SF           | 1            | Office          | P          | Chrysotile    | <1  | Nonfriable | None   |
| P00518       | 2          | Wallboard                                  | (R1)               | 1            | Office          | N          |               | N/D |            |        |
| P00518       | 3          | Wallboard                                  | (R1)               | 1            | Office          | N          |               | N/D |            |        |
| P00518       | 4          | Carpet Mastic Yellow                       | 1,950 SF           | 1            | Office          | P          | Chrysotile    | 2   | Nonfriable | None   |
| P00518       | 5          | Carpet Mastic Yellow                       | (R4)               | 1            | Lounge          | P          | Chrysotile    | <1  | Nonfriable | None   |
| P00518       | 6          | Baseboard Mastic Black                     | 300 LF             | 1            | Reception Area  | N          |               | N/D |            |        |
| P00518       | 7          | Baseboard Mastic Black                     | (R6)               | 1            | Lounge          | N          |               | N/D |            |        |
| P00518       | 8          | Acoustic Tile (12" x 12") White            | 3,240 SF           | 1            | Lounge          | N          |               | N/D |            |        |
| P00518       | 9          | Acoustic Tile (12" x 12") White            | (R8)               | 1            | Office          | N          |               | N/D |            |        |
| P00518       | 10         | Acoustic Tile (12" x 12") White            | (R8)               | 1            | Office          | N          |               | N/D |            |        |
| P00518       | 11         | Resilient Floor Tile (9" x 9") Dark Green  | 2,060 SF           | 2            | Corridor        | P          | Chrysotile    | 5   | Nonfriable | None   |
| P00518       | 12         | Resilient Floor Tile (9" x 9") Light Green | 2,060 SF           | 2            | Corridor        | P          | Chrysotile    | 5   | Nonfriable | None   |
| P00518       | 13         | Resilient Floor Tile (9" x 9") Dark Green  | (R11)              | 2            | Office          | P          | Chrysotile    | 5   | Nonfriable | None   |

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**BULK SAMPLE LOG**

| BUILDING NO. | SAMPLE NO. | TYPE OF MATERIAL                           | ESTIMATED QUANTITY | FLOOR/ LEVEL | SAMPLE LOCATION     | POS./ NEG. | ASBESTOS TYPE         | %        | FRIABILITY | DAMAGE |
|--------------|------------|--------------------------------------------|--------------------|--------------|---------------------|------------|-----------------------|----------|------------|--------|
| P00518       | 14         | Floor Tile Mastic Black                    | 4,120 SF           | 2            | Office              | P          | Chrysotile            | 15       | Nonfriable | None   |
| P00518       | 15         | Resilient Floor Tile (9" x 9") Light Green | (R12)              | 2            | Office              | P          | Chrysotile            | 5        | Nonfriable | None   |
| P00518       | 16         | Floor Tile Mastic Black                    | (R14)              | 2            | Office              | P          | Chrysotile            | 15       | Nonfriable | None   |
| P00518       | 17         | Baseboard Mastic Brown                     | 400 LF             | 2            | Office              | N          |                       | N/D      |            |        |
| P00518       | 18         | Baseboard Mastic Brown                     | (R17)              | 2            | Observer's Room     | N          |                       | N/D      |            |        |
| P00518       | 19         | Baseboard Mastic Yellow                    | 300 LF             | 2            | Corridor            | N          |                       | N/D      |            |        |
| P00518       | 20         | Baseboard Mastic Yellow                    | (R19)              | 2            | Forecasters Section | N          |                       | N/D      |            |        |
| P00518       | 21         | Pipe Fitting Insulation Lagging (14" O.D.) | 1 E                | 1            | Boiler Room         | P          | Chrysotile<br>Amosite | <1<br>5  | Nonfriable | Minor  |
| P00518       | 22         | Pipe Fitting Insulation Lagging (14" O.D.) | (R21)              | 1            | Boiler Room         | P          | Chrysotile<br>Amosite | 2<br>10  | Nonfriable | Minor  |
| P00518       | 23         | Pipe Fitting Insulation (14" O.D.)         | 1 E                | 1            | Boiler Room         | P          | Chrysotile<br>Amosite | 10<br>55 | Friable    | Minor  |
| P00518       | 24         | Pipe Fitting Insulation (14" O.D.)         | (R23)              | 1            | Boiler Room         | P          | Chrysotile<br>Amosite | 15<br>40 | Friable    | Minor  |
| P00518       | 25         | Pipe Fitting Insulation (14" O.D.)         | (R23)              | 1            | Boiler Room         | P          | Chrysotile<br>Amosite | 10<br>50 | Friable    | Minor  |
| P00518       | 26         | Pipe Fitting Insulation Lagging (4" O.D.)  | 25 E               | 1            | Boiler Room         | N          |                       | N/D      |            |        |

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**BULK SAMPLE LOG**

| BUILDING NO. | SAMPLE NO. | TYPE OF MATERIAL                          | ESTIMATED QUANTITY | FLOOR/ LEVEL | SAMPLE LOCATION | POS./ NEG. | ASBESTOS TYPE | %   | FRIABILITY | DAMAGE |
|--------------|------------|-------------------------------------------|--------------------|--------------|-----------------|------------|---------------|-----|------------|--------|
| P00518       | 27         | Pipe Fitting Insulation Lagging (4" O.D.) | (R26)              | 1            | Boiler Room     | N          |               | N/D |            |        |
| P00518       | 28         | Pipe Fitting Insulation (4" O.D.)         | 25 E               | 1            | Boiler Room     | P          | Chrysotile    | <1  | Friable    | Minor  |
| P00518       | 29         | Pipe Fitting Insulation (4" O.D.)         | (R28)              | 1            | Boiler Room     | P          | Chrysotile    | <1  | Friable    | Minor  |
| P00518       | 30         | Pipe Fitting Insulation (4" O.D.)         | (R28)              | 1            | Boiler Room     | P          | Chrysotile    | <1  | Friable    | Minor  |
| P00518       | 31         | Pipe Run Insulation Lagging (4" O.D.)     | 400 LF             | 1            | Boiler Room     | N          |               | N/D |            |        |
| P00518       | 32         | Pipe Run Insulation Lagging (4" O.D.)     | (R31)              | 1            | Boiler Room     | N          |               | N/D |            |        |
| P00518       | 33         | Roofing Composite                         | 2,250 SF           | Roof         | Roof            | N          |               | N/D |            |        |
| P00518       | 34         | Roofing Composite                         | (R33)              | Roof         | Roof            | N          |               | N/D |            |        |
| P00518       | 35         | Roof Penetration Mastic                   | 23 E               | Roof         | Roof            | P          | Chrysotile    | 20  | Nonfriable | None   |
| P00518       | 36         | Roof Penetration Mastic                   | (R35)              | Roof         | Roof            | P          | Chrysotile    | 30  | Nonfriable | None   |
| P00518       | 37         | Reflective Sealant Mastic                 | 50 SF              | Roof         | Roof            | P          | Chrysotile    | 15  | Nonfriable | None   |
| P00518       | 38         | Reflective Sealant Mastic                 | (R37)              | Roof         | Roof            | P          | Chrysotile    | 20  | Nonfriable | None   |
| P00518       | 39         | HVAC Duct Insulation Lagging              | 30 SF              | Roof         | Roof            | P          | Chrysotile    | 15  | Nonfriable | None   |

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**BULK SAMPLE LOG**

| BUILDING NO. | SAMPLE NO. | TYPE OF MATERIAL             | ESTIMATED QUANTITY | FLOOR/ LEVEL | SAMPLE LOCATION | POS./ NEG. | ASBESTOS TYPE | %   | FRIABILITY | DAMAGE |
|--------------|------------|------------------------------|--------------------|--------------|-----------------|------------|---------------|-----|------------|--------|
| P00518       | 40         | HVAC Duct Insulation Lagging | (R39)              | Roof         | Roof            | P          | Chrysotile    | 15  | Nonfriable | None   |
| P00518       | 41         | Carpet Mastic Yellow         | 1,850 SF           | 2            | Corridor        | N          |               | N/D |            |        |
| P00518       | 42         | Carpet Mastic Yellow         | (R41)              | 2            | Corridor        | N          |               | N/D |            |        |
| P00518       | 43         | Joint Compound               | 1,900 SF           | 1            | Office          | P          | Chrysotile    | 2   | Nonfriable | None   |
| P00518       | 44         | Joint Compound               | (R43)              | 1            | Waiting Area    | P          | Chrysotile    | 2   | Nonfriable | None   |
| P00518       | 45         | Joint Compound               | (R43)              | 2            | Office          | P          | Chrysotile    | 2   | Nonfriable | None   |

(R#) denotes that the estimated material quantity for the area has been included in referenced sample number.

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**CURRENT WORKING ESTIMATE (CWE)**  
**UNIT COST ESTIMATE SUMMARY**

DATE PREPARED: 2/24/93

SHEET 1 OF 3

PROJECT: FORT ORD INSTALLATION BUILDING - P 00518  
ASBESTOS MATERIAL ABATEMENT/REPLACEMENT  
LOCATION: FORT ORD, CALIFORNIA  
ARCHITECT/  
ENGINEER: DIAGNOSTIC ENGINEERING INC.

**BASIS FOR ESTIMATE**

☒ CODE A (NO DESIGN)  
☐ CODE B (PRELIMINARY DESIGN)  
☐ CODE C (FINAL DESIGN)  
☐ OTHER (SPECIFY): \_\_\_\_\_

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

| ITEM NO. | DESCRIPTION                                                   | RECOMMENDED ACTION | ESTIMATED QUANTITY | UNIT | COST BREAKDOWN       | UNIT COST (\$) | DIRECT COST (\$) |
|----------|---------------------------------------------------------------|--------------------|--------------------|------|----------------------|----------------|------------------|
| W.I. 1   | Pipe Fitting<br>Insulation and<br>Lagging                     | Repair             | 1                  | E    | ABATEMENT            | 390.00         | 390              |
|          |                                                               |                    |                    |      | REPLACEMENT          | 0.00           | 0                |
|          |                                                               |                    |                    |      | ADDITIVE REMOVAL     | 0.00           | 0                |
|          |                                                               |                    |                    |      | ADDITIVE REPLACEMENT | 0.00           | 0                |
| W.I. 2   | Pipe Fitting<br>Insulation and<br>Lagging                     | O&M                | 26                 | E    | ABATEMENT            | 0.00           | 0                |
|          |                                                               |                    |                    |      | REPLACEMENT          | 0.00           | 0                |
|          |                                                               |                    |                    |      | ADDITIVE REMOVAL     | 16.19          | 421              |
|          |                                                               |                    |                    |      | ADDITIVE REPLACEMENT | 15.00          | 390              |
| W.I. 3   | Joint<br>Compound                                             | O&M                | 1,900              | SF   | ABATEMENT            | 0.00           | 0                |
|          |                                                               |                    |                    |      | REPLACEMENT          | 0.00           | 0                |
|          |                                                               |                    |                    |      | ADDITIVE REMOVAL     | 6.50           | 12,350           |
|          |                                                               |                    |                    |      | ADDITIVE REPLACEMENT | 5.00           | 9,500            |
| W.I. 4   | Resilient Floor<br>Tile/Floor Tile<br>Mastic/Carpet<br>Mastic | O&M                | 4,120              | SF   | ABATEMENT            | 0.00           | 0                |
|          |                                                               |                    |                    |      | REPLACEMENT          | 0.00           | 0                |
|          |                                                               |                    |                    |      | ADDITIVE REMOVAL     | 6.20           | 25,544           |
|          |                                                               |                    |                    |      | ADDITIVE REPLACEMENT | 3.50           | 14,420           |
| W.I. 5   | Roof<br>Penetration<br>Mastic                                 | O&M                | 23                 | E    | ABATEMENT            | 0.00           | 0                |
|          |                                                               |                    |                    |      | REPLACEMENT          | 0.00           | 0                |
|          |                                                               |                    |                    |      | ADDITIVE REMOVAL     | 10.87          | 250              |
|          |                                                               |                    |                    |      | ADDITIVE REPLACEMENT | 13.04          | 300              |
| W.I. 6   | Reflective<br>Sealant Mastic                                  | O&M                | 50                 | SF   | ABATEMENT            | 0.00           | 0                |
|          |                                                               |                    |                    |      | REPLACEMENT          | 0.00           | 0                |
|          |                                                               |                    |                    |      | ADDITIVE REMOVAL     | 7.00           | 350              |
|          |                                                               |                    |                    |      | ADDITIVE REPLACEMENT | 7.00           | 350              |

ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518

**CURRENT WORKING ESTIMATE (CWE)**

**UNIT COST ESTIMATE SUMMARY**

DATE PREPARED: 2/24/93

SHEET 2 OF 3

PROJECT: FORT ORD INSTALLATION BUILDING - P 00518  
ASBESTOS MATERIAL ABATEMENT/REPLACEMENT  
LOCATION: FORT ORD, CALIFORNIA  
ARCHITECT/  
ENGINEER: DIAGNOSTIC ENGINEERING INC.

**BASIS FOR ESTIMATE**

☒ CODE A (NO DESIGN)  
☐ CODE B (PRELIMINARY DESIGN)  
☐ CODE C (FINAL DESIGN)  
☐ OTHER (SPECIFY):  
\_\_\_\_\_

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

|        |                 |     |    |    |                      |       |     |
|--------|-----------------|-----|----|----|----------------------|-------|-----|
| W.I. 7 | Duct Insulation | O&M | 30 | SF | ABATEMENT            | 0.00  | 0   |
|        | Lagging         |     |    |    | REPLACEMENT          | 0.00  | 0   |
|        |                 |     |    |    | ADDITIVE REMOVAL     | 11.67 | 350 |
|        |                 |     |    |    | ADDITIVE REPLACEMENT | 16.67 | 500 |

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**CURRENT WORKING ESTIMATE (CWE)**

**UNIT COST ESTIMATE SUMMARY**

DATE PREPARED: 2/24/93

SHEET 3 OF 3

PROJECT: FORT ORD INSTALLATION BUILDING - P 00518  
ASBESTOS MATERIAL ABATEMENT/REPLACEMENT  
LOCATION: FORT ORD, CALIFORNIA  
ARCHITECT/  
ENGINEER: DIAGNOSTIC ENGINEERING INC.

**BASIS FOR ESTIMATE**

☒ CODE A (NO DESIGN)  
☐ CODE B (PRELIMINARY DESIGN)  
☐ CODE C (FINAL DESIGN)  
☐ OTHER (SPECIFY): \_\_\_\_\_

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

| COSTS FOR BUILDING P00518 : DIRECT COST |          | CONTRACTORS' 50%<br>MARKUP (OVERHEAD,<br>PROFIT, BONDS) | CONTRACTOR<br>COST |          |
|-----------------------------------------|----------|---------------------------------------------------------|--------------------|----------|
| ABATEMENT                               | \$390    | \$195                                                   | \$585              |          |
| REPLACEMENT                             | \$0      | \$0                                                     | \$0                | \$585    |
| ADDITIVE REMOVAL                        | \$39,265 | \$19,633                                                | \$58,898           |          |
| ADDITIVE REPLACEMENT                    | \$25,460 | \$12,730                                                | \$38,190           | \$97,088 |

**RECOMMENDED ITEMS:**

|                                   |     |       |
|-----------------------------------|-----|-------|
| Building P00518 Contractor Cost   |     | \$585 |
| INDEPENDENT MONITORING (CONTRACT) | 10% | \$59  |
| SITE & UTILITIES                  |     | \$0   |
| Total Contract Cost               |     | \$644 |
| Contingencies During Construction | 10% | \$64  |
| Subtotal                          |     | \$708 |
| Supervision & Administration      | 8%  | \$57  |
| Total Construction                |     | \$764 |
| SUB-ALLOTMENT                     |     | \$0   |
| Total CWE Without Additives       |     | \$764 |

**ADDITIVE ITEMS:**

|                                          |     |           |
|------------------------------------------|-----|-----------|
| Building P00518 Additive Contractor Cost |     | \$97,088  |
| INDEPENDENT MONITORING (CONTRACT)        | 10% | \$9,709   |
| Total Additive Contract Cost             |     | \$106,796 |
| Contingencies During Construction        | 10% | \$10,680  |
| Subtotal                                 |     | \$117,476 |
| Supervision & Administration             | 8%  | \$9,398   |
| Total Additives CWE                      |     | \$126,874 |

**Total CWE Including All Additives \$127,638**

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**UNIT COST ESTIMATE**

DATE PREPARED: 2/24/93

SHEET 1 OF 2

PROJECT: FORT ORD INSTALLATION BUILDING - P 00518  
**ASBESTOS MATERIAL ABATEMENT**

LOCATION: FORT ORD, CALIFORNIA

ARCHITECT/

ENGINEER: DIAGNOSTIC ENGINEERING INC.

**BASIS FOR ESTIMATE**

☒ CODE A (NO DESIGN)  
☐ CODE B (PRELIMINARY DESIGN)  
☐ CODE C (FINAL DESIGN)  
☐ OTHER (SPECIFY): \_\_\_\_\_

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

| ITEM NO. | DESCRIPTION                                          | ACTION | ESTIMATED QUANTITY | UNIT | UNIT COST (\$) | DIRECT COST (\$) |
|----------|------------------------------------------------------|--------|--------------------|------|----------------|------------------|
| W.I. 1   | Pipe Fitting Insulation and Lagging                  | Repair | 1                  | E    | 390.00         | 390              |
| W.I. 2   | Pipe Fitting Insulation and Lagging                  | O&M    | 26                 | E    | 0.00           | 0                |
| W.I. 3   | Joint Compound                                       | O&M    | 1,900              | SF   | 0.00           | 0                |
| W.I. 4   | Resilient Floor Tile/Floor Tile Mastic/Carpet Mastic | O&M    | 4,120              | SF   | 0.00           | 0                |
| W.I. 5   | Roof Penetration Mastic                              | O&M    | 23                 | E    | 0.00           | 0                |
| W.I. 6   | Reflective Sealant Mastic                            | O&M    | 50                 | SF   | 0.00           | 0                |
| W.I. 7   | Duct Insulation Lagging                              | O&M    | 30                 | SF   | 0.00           | 0                |

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**UNIT COST ESTIMATE**

DATE PREPARED: 2/24/93

SHEET 2 OF 2

PROJECT: FORT ORD INSTALLATION BUILDING - P 00518  
ASBESTOS MATERIAL ABATEMENT  
LOCATION: FORT ORD, CALIFORNIA  
ARCHITECT/  
ENGINEER: DIAGNOSTIC ENGINEERING INC.

**BASIS FOR ESTIMATE**

☒ CODE A (NO DESIGN)  
☐ CODE B (PRELIMINARY DESIGN)  
☐ CODE C (FINAL DESIGN)  
☐ OTHER (SPECIFY): \_\_\_\_\_

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

| ITEM<br>NO. | DESCRIPTION                                       | ACTION | ESTIMATED<br>QUANTITY | UNIT | UNIT<br>COST (\$) | DIRECT<br>COST (\$) |
|-------------|---------------------------------------------------|--------|-----------------------|------|-------------------|---------------------|
|             | DIRECT COST                                       |        |                       |      |                   | \$390               |
|             | CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS) |        |                       |      |                   | \$195               |
|             | CONTRACTOR COST - ABATEMENT                       |        |                       |      |                   | \$585               |

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**UNIT COST ESTIMATE**

DATE PREPARED: 2/24/93

SHEET 1 OF 2

PROJECT: FORT ORD INSTALLATION BUILDING - P 00518  
**ABATED MATERIAL REPLACEMENT**

LOCATION: FORT ORD, CALIFORNIA

ARCHITECT/

ENGINEER: DIAGNOSTIC ENGINEERING INC.

**BASIS FOR ESTIMATE**

☒ CODE A (NO DESIGN)  
☐ CODE B (PRELIMINARY DESIGN)  
☐ CODE C (FINAL DESIGN)  
☐ OTHER (SPECIFY): \_\_\_\_\_

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

| ITEM NO. | DESCRIPTION                                          | ACTION      | ESTIMATED QUANTITY | UNIT | UNIT COST (\$) | DIRECT COST (\$) |
|----------|------------------------------------------------------|-------------|--------------------|------|----------------|------------------|
| W.I. 1   | Pipe Fitting Insulation and Lagging                  | Replacement | 1                  | E    | 0.00           | 0                |
| W.I. 2   | Pipe Fitting Insulation and Lagging                  | Replacement | 26                 | E    | 0.00           | 0                |
| W.I. 3   | Joint Compound                                       | Replacement | 1,900              | SF   | 0.00           | 0                |
| W.I. 4   | Resilient Floor Tile/Floor Tile Mastic/Carpet Mastic | Replacement | 4,120              | SF   | 0.00           | 0                |
| W.I. 5   | Roof Penetration Mastic                              | Replacement | 23                 | E    | 0.00           | 0                |
| W.I. 6   | Reflective Sealant Mastic                            | Replacement | 50                 | SF   | 0.00           | 0                |
| W.I. 7   | Duct Insulation Lagging                              | Replacement | 30                 | SF   | 0.00           | 0                |

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**UNIT COST ESTIMATE**

DATE PREPARED: 2/24/93

SHEET 2 OF 2

PROJECT: FORT ORD INSTALLATION BUILDING - P 00518  
ABATED MATERIAL REPLACEMENT

LOCATION: FORT ORD, CALIFORNIA

ARCHITECT/

ENGINEER: DIAGNOSTIC ENGINEERING INC.

**BASIS FOR ESTIMATE**

☒ CODE A (NO DESIGN)  
☐ CODE B (PRELIMINARY DESIGN)  
☐ CODE C (FINAL DESIGN)  
☐ OTHER (SPECIFY):  
\_\_\_\_\_

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

| ITEM<br>NO. | DESCRIPTION                                       | ACTION | ESTIMATED<br>QUANTITY | UNIT | UNIT<br>COST (\$) | DIRECT<br>COST (\$) |
|-------------|---------------------------------------------------|--------|-----------------------|------|-------------------|---------------------|
|             | DIRECT COST                                       |        |                       |      |                   | \$0                 |
|             | CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS) |        |                       |      |                   | \$0                 |
|             | CONTRACTOR COST - REPLACEMENT                     |        |                       |      |                   | \$0                 |

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**UNIT COST ESTIMATE**

DATE PREPARED: 2/24/93

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 00518  
**ADDITIVE ASBESTOS MATERIAL REMOVAL**

LOCATION: FORT ORD, CALIFORNIA

ARCHITECT/

ENGINEER: DIAGNOSTIC ENGINEERING INC.

**BASIS FOR ESTIMATE**

☒ CODE A (NO DESIGN)  
☐ CODE B (PRELIMINARY DESIGN)  
☐ CODE C (FINAL DESIGN)  
☐ OTHER (SPECIFY): \_\_\_\_\_

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L. WERNER

| ITEM NO. | DESCRIPTION                                          | ACTION           | ESTIMATED QUANTITY | UNIT | UNIT COST (\$) | DIRECT COST (\$) |
|----------|------------------------------------------------------|------------------|--------------------|------|----------------|------------------|
| W.I. 1   | Pipe Fitting Insulation and Lagging                  | Additive Removal | 1                  | E    | 0.00           | 0                |
| W.I. 2   | Pipe Fitting Insulation and Lagging                  | Additive Removal | 26                 | E    | 16.19          | 421              |
| W.I. 3   | Joint Compound                                       | Additive Removal | 1,900              | SF   | 6.50           | 12,350           |
| W.I. 4   | Resilient Floor Tile/Floor Tile Mastic/Carpet Mastic | Additive Removal | 4,120              | SF   | 6.20           | 25,544           |
| W.I. 5   | Roof Penetration Mastic                              | Additive Removal | 23                 | E    | 10.87          | 250              |
| W.I. 6   | Reflective Sealant Mastic                            | Additive Removal | 50                 | SF   | 7.00           | 350              |
| W.I. 7   | Duct Insulation Lagging                              | Additive Removal | 30                 | SF   | 11.67          | 350              |

**DIRECT COST**

**\$39,265**

**CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS)**

**\$19,633**

**CONTRACTOR COST - ADDITIVE REMOVAL**

**\$58,898**

**ASBESTOS SURVEY REPORT  
CORPS OF ENGINEERS - FORT ORD INSTALLATION  
BUILDING P00518**

**UNIT COST ESTIMATE**

DATE PREPARED: 2/24/93

SHEET 1 OF 1

PROJECT: FORT ORD INSTALLATION BUILDING - P 00518  
**ADDITIVE ABATED MATERIAL REPLACEMENT**  
LOCATION: FORT ORD, CALIFORNIA  
ARCHITECT/  
ENGINEER: DIAGNOSTIC ENGINEERING INC.

**BASIS FOR ESTIMATE**

☒ CODE A (NO DESIGN)  
☐ CODE B (PRELIMINARY DESIGN)  
☐ CODE C (FINAL DESIGN)  
☐ OTHER (SPECIFY): \_\_\_\_\_

REPORT NO. 1A2141AB001

ESTIMATOR: M. EISSINGER

CHECKED BY: L WERNER

| ITEM NO. | DESCRIPTION                                          | ACTION               | ESTIMATED QUANTITY | UNIT | UNIT COST (\$) | DIRECT COST (\$) |
|----------|------------------------------------------------------|----------------------|--------------------|------|----------------|------------------|
| W.I. 1   | Pipe Fitting Insulation and Lagging                  | Additive Replacement | 1                  | E    | 0.00           | 0                |
| W.I. 2   | Pipe Fitting Insulation and Lagging                  | Additive Replacement | 26                 | E    | 15.00          | 390              |
| W.I. 3   | Joint Compound                                       | Additive Replacement | 1,900              | SF   | 5.00           | 9,500            |
| W.I. 4   | Resilient Floor Tile/Floor Tile Mastic/Carpet Mastic | Additive Replacement | 4,120              | SF   | 3.50           | 14,420           |
| W.I. 5   | Roof Penetration Mastic                              | Additive Replacement | 23                 | E    | 13.04          | 300              |
| W.I. 6   | Reflective Sealant Mastic                            | Additive Replacement | 50                 | SF   | 7.00           | 350              |
| W.I. 7   | Duct Insulation Lagging                              | Additive Replacement | 30                 | SF   | 16.67          | 500              |

DIRECT COST \$25,460

CONTRACTORS' 50% MARKUP (OVERHEAD, PROFIT, BONDS) \$12,730

CONTRACTOR COST - ADDITIVE REPLACEMENT **\$38,190**

July 24, 2023

Item No. **10h(1)**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 15, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,  
ACCEPTING THE COMPLETION OF THE CITY OF MARINA ANNUAL  
STREET RESURFACING 2021 PHASE 2 PROJECT AND AUTHORIZING  
THE FILING OF A NOTICE OF COMPLETION WITH THE MONTEREY  
COUNTY RECORDER'S OFFICE**

**REQUEST:**

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, accepting the completion of the City of Marina Annual Street Resurfacing 2021 Phase 2 Project, and;
2. Authorizing the filing of a Notice of Completion (**EXHIBIT A**), with the Monterey County Recorder's Office.

**BACKGROUND:**

The City Annual Street Resurfacing Project for 2021 was divided into three phases as follows, Phase 1: Flower Circle Reconstruction (construction complete); Phase 2: Various Streets Microsurfacing and construction of American with Disability Act (ADA) compliant curb ramps on various streets (**EXHIBIT B**); and Phase 3: Slurry Sealing various City streets (construction complete).

The Phase 2 project scope is microsurfacing of various streets throughout the City as shown in **EXHIBIT B**. Phase 2 includes the construction of curb ramps; removal and replacement of conform curbs, gutters, sidewalks and deteriorated pavements, crack sealing and microsurfacing application; and installation of pavement striping and markings.

At the regular meeting of January 19, 2022, the City Council adopted Resolution No. 2022-10, awarding a construction for the City of Marina Annual Street Resurfacing 2021 Phase 2 Project to Precision Grade Inc. of San Juan Bautista in the amount of \$1,742,295 and authorized a 10% construction contingency.

**ANALYSIS:**

Following is the project expenditure summary:

| Project Expenditure Summary                                                                  |                 |                        |
|----------------------------------------------------------------------------------------------|-----------------|------------------------|
| Description                                                                                  | Approved Amount | Expense Amount         |
| Project Management, Engineering and Surveying Services, Construction Management & Inspection | \$ 344,717.00   | \$ 343,335.00          |
| Precision Grade Inc. Award                                                                   | \$ 1,742,295.00 | \$ 1,742,295.00        |
| 10% Construction Contingency                                                                 | \$ 174,229.50   |                        |
| Construction Change Orders (6 total)                                                         |                 | \$ 165,518.03          |
| Total Construction Cost                                                                      |                 | \$ 1,907,813.53        |
| <b>TOTAL PROJECT COST</b>                                                                    |                 | <b>\$ 2,251,148.53</b> |

The final construction cost is \$1,907,813.53 53 which includes six construction change orders due to unforeseen conditions. These construction change orders were for grading and paving several intersections to improve drainage and drivability and price escalation cost for hot mix asphalt, miscellaneous work needed to complete the work and a balance construction change order reflecting the actual bid quantities and associated cost.

The total project cost is \$2,251,148.53. The project was substantially completed on August ,2022 And the last close out document was received on July 21, 2023. **EXHIBIT C** shows the before, during and after construction photos of some of the city streets.

The City of Marina Annual Street Resurfacing 2021 Phase 2 Project is complete. It is appropriate to accept these public improvements and to file a Notice of Completion (**EXHIBIT A**) for the project with the Monterey County Recorder's Office. Following Council approval, a Notice of Completion will be filed, and contract retention release is 35 days after the recording of the Notice of Completion.

**FISCAL IMPACT:**

No additional budget impact is due to this action. Approval will result in release of contract payment retention which was budgeted and approved at the time of contract award. The City of Marina Annual Street Resurfacing 2021 Phase 2 Project is part of the City CIP Annual Street Resurfacing Program (APR 1801).

**California Environmental Quality Act (CEQA)**

The City of Marina Planning Division determined that this action, acceptance of project and authorization to file Notice of Completion for the City of Marina Annual Street Resurfacing 2021 Phase 2 Project is maintenance of existing infrastructure and is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378).

**CONCLUSION:**

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

Respectfully submitted,

---

Elvira Morla-Camacho, P.E., QSD  
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. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
ACCEPTING THE COMPLETION OF THE CITY OF MARINA ANNUAL  
STREET RESURFACING 2021 PHASE 2 PROJECT AND AUTHORIZING  
THE FILING OF A NOTICE OF COMPLETION WITH THE MONTEREY  
COUNTY RECORDER'S OFFICE

WHEREAS, the City Annual Street Resurfacing Project for 2021 was divided into three phases as follows, Phase 1: Flower Circle Reconstruction (construction complete); Phase 2: Various Streets Microsurfacing and construction of American with Disability Act (ADA) compliant curb ramps on various streets (**Exhibit B**); and Phase 3: Slurry Sealing various City streets (construction complete); and,

WHEREAS, the Phase 2 project scope is microsurfacing of various streets throughout the City as shown in **Exhibit B**. Phase 2 includes the construction of curb ramps; removal and replacement of conform curbs, gutters, sidewalks and deteriorated pavements, crack sealing and microsurfacing application, and installation of pavement striping and markings; and,

WHEREAS, at the regular meeting of January 19, 2022, the City Council adopted Resolution No. 2022-10, awarding a construction for the City of Marina Annual Street Resurfacing 2021 Phase 2 Project to Precision Grade Inc. of San Juan Bautista in the amount of \$1,742,295 and authorized a 10% construction contingency; and,

WHEREAS, the final construction cost is \$1,907,813.53 which includes six construction change orders due to unforeseen conditions. These construction change orders were for grading and paving several intersections to improve drainage and drivability and price escalation cost for hot mix asphalt, miscellaneous work needed to complete the work and a balance construction change order reflecting the actual bid quantities and associated cost; and,

WHEREAS, the total project cost is \$2,251,148.53. The project was substantially completed on August ,2022 and the last close out documents was received on July 21, 2023. **Exhibit C** shows the before, during and after construction photos of some of the city streets; and,

WHEREAS, no additional budget impact is due to this action. Approval will result in release of contract payment retention which was budgeted and approved at the time of contract award. The City of Marina Annual Street Resurfacing 2021 Phase 2 Project is part of the City CIP Annual Street Resurfacing Program (APR 1801); and,

WHEREAS, this action of acceptance of project and authorization to file Notice of Completion for the City of Marina Annual Street Resurfacing 2021 Phase 2 Project is maintenance of existing infrastructure and is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378).

WHEREAS, the City of Marina Annual Street Resurfacing 2021 Phase 2 Project is complete. It is appropriate to accept these public improvements and to file a Notice of Completion (**Exhibit A**) for the project with the Monterey County Recorder's Office. Following Council approval, a Notice of Completion will be filed, and contract retention release is 35 days after the recording of the Notice of Completion; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marina to adopt Resolution No. 2023- for the following actions:

1. Accepts the completion of the City of Marina Annual Street Resurfacing 2021 Phase 2 Project, and;
2. Authorizes the filing of a Notice of Completion with the 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 15th day of August 2023, 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

After Recordation Return To:

City of Marina  
Public Works Department  
211 Hillcrest Avenue  
Marina, CA 93933

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Marina, a municipal corporation, did, on the 21<sup>st</sup><sup>d</sup> day of March 2022, enter into a contract with Precision Grade Inc. of Salinas, California wherein said contractor agreed to complete all work for the City of Marina Annual Street Resurfacing 2021, Phase 2 Project in accordance with the plans, specifications, addenda and construction change orders issued by the City of Marina.

That the work under said contract was completed by the contractor or assignee and accepted by the City of Marina on August 1, 2023.

The real property involved in said contract is described as various City Streets, Marina California with the property interest of the City as Owner.

Dated: August 2, 2023

MARINA, a Municipal Corporation

BY \_\_\_\_\_  
Brian McMinn, P.E./P.L.S.  
Public Works Director/City Engineer

---

VERIFICATION

I, the undersigned, say: I am the Public Works Director/City Engineer of the City of Marina, a Municipal Corporation, and the declarant of the foregoing notice of completion: I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2023, at Marina, California.

---

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

CITY OF MARINA ANNUAL STREET RESURFACING 2021, PHASE 2

FOR THE

CITY OF MARINA

EXHIBIT B

FOR USE IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS, THE STANDARD DETAILS OF THE CITY OF MARINA AND THE STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DATED 2018

INDEX OF PLANS

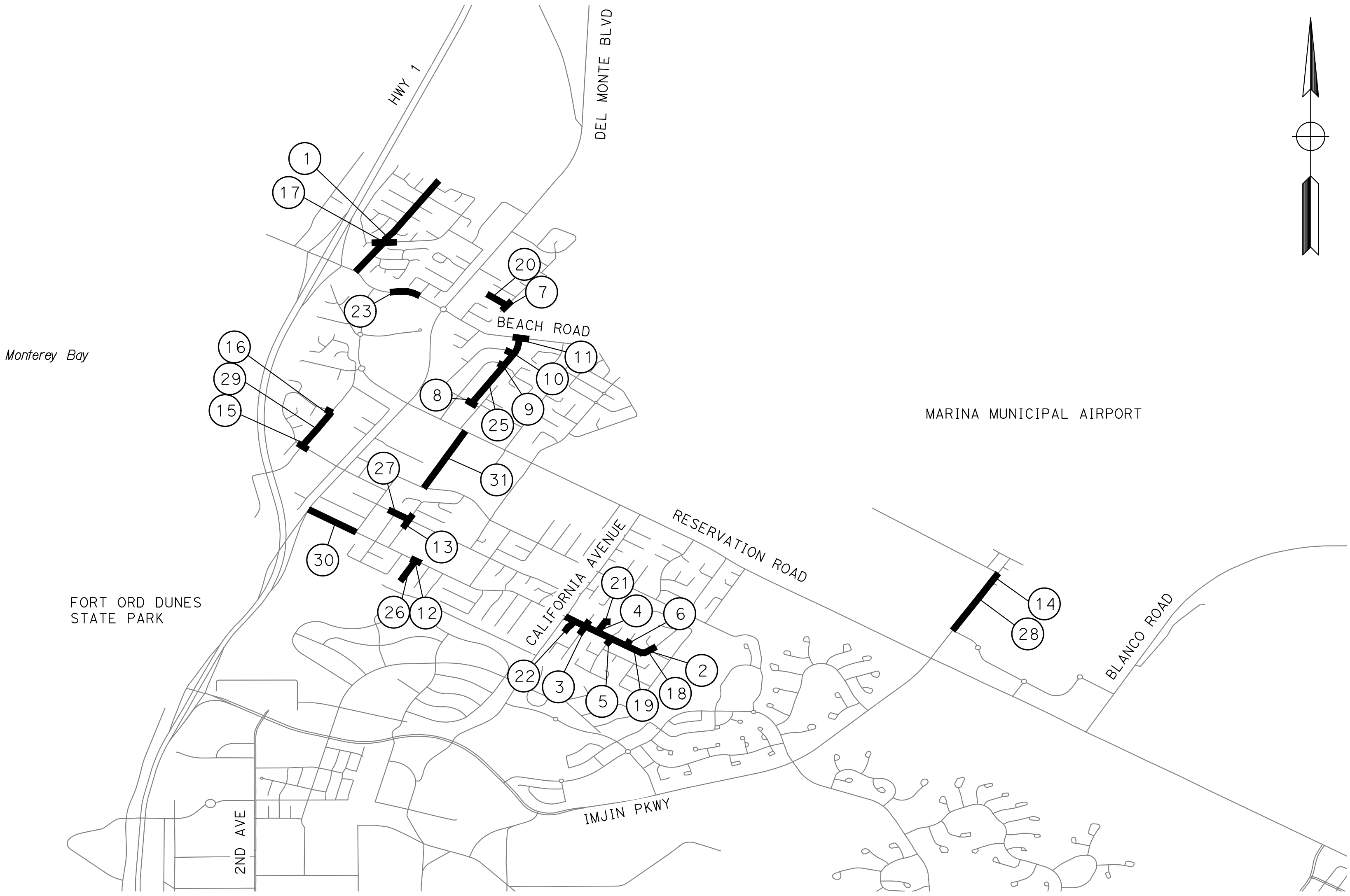
| NO    | SHEET ID      | DESCRIPTION                 |
|-------|---------------|-----------------------------|
| 1     | T-1           | TITLE SHEET                 |
| 2     | GN-1          | GENERAL NOTES               |
| 3     | K-1           | KEY MAP                     |
| 4-10  | PC-1 TO PC-7  | PROJECT CONTROL PLAN SHEETS |
| 11-21 | DM-1 TO DM-11 | REMOVAL PLAN SHEETS         |
| 23-41 | L-1 TO L-20   | LAYOUT SHEETS               |
| 42-68 | C-1 TO C-27   | CONSTRUCTION DETAILS SHEETS |

ADA IMPROVEMENT LOCATIONS

| LOC NO. # | STREET               | DESCRIPTION |
|-----------|----------------------|-------------|
| 1         | CARDOZA AVE          | 5 RAMPS     |
| 2         | BOSTICK AVE          | 3 RAMPS     |
| 3         | EDDY ST/EDDY CIR     | 4 RAMPS     |
| 4         | PHILLIPS CIR         | 2 RAMPS     |
| 5         | SUNRISE AVE          | 2 RAMPS     |
| 6         | MILDRED CT           | 2 RAMPS     |
| 7         | MCCULLOCH CIR        | 2 RAMPS     |
| 8         | PENINSULA DR         | 2 RAMPS     |
| 9         | VISTA DEL CAMINO CIR | 3 RAMPS     |
| 10        | SUSAN AVE            | 2 RAMPS     |
| 11        | BEACH RD             | 3 RAMPS     |
| 12        | MAX CIR              | 2 RAMPS     |
| 13        | HILLCREST AVE        | 3 RAMPS     |
| 14        | IMJIN RD             | 1 RAMP      |
| 15        | LAKE DR              | 1 RAMP      |
| 16        | MESSINGER DR         | 2 RAMPS     |

STREET RESURFACING LOCATIONS

| LOC NO. # | STREET         | DESCRIPTION                          |
|-----------|----------------|--------------------------------------|
| 17        | CARDOZA AVE    | RESERVATION RD TO END                |
| 18        | BOSTICK AVE    | REINDOLLAR AVE TO 113' N/O LARSON CT |
| 19        | REINDOLLAR AVE | CALIFORNIA AVE TO BOSTICK AVE        |
| 20        | MCCULLOCH CIR  | MICHAEL DR TO END                    |
| 21        | PHILLIPS CIR   | REINDOLLAR AVE TO END                |
| 22        | WESTWOOD CT    | REINDOLLAR AVE TO END                |
| 23        | BEACH RD       | 436' W/O MARINA DR TO MARINA DR      |
| 25        | MELANIE RD     | PENINSULA DR TO BEACH RD             |
| 26        | MAX CIR        | REINDOLLAR AVE TO END                |
| 27        | HILLCREST AVE  | 138' W/O OWEN AVE TO ZANETTA DR      |
| 28        | IMJIN RD       | UNIVERSITY DR TO NEESON RD           |
| 29        | LAKE DR        | PALM AVE TO MESSINGER DR             |
| 30        | REINDOLLAR AVE | DEL MONTE BLVD TO SUNSET AVE         |
| 31        | SEACREST AVE   | CARMEL AVE TO RESERVATION RD         |



CITY OF MARINA  
VICINITY MAP  
NO SCALE



Know what's below.  
Call before you dig.

Approved for Construction:

Public Works Director/City Engineer

Date



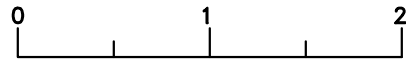
211 Hillcrest Avenue  
Marina, CA 93933

CITY OF MARINA

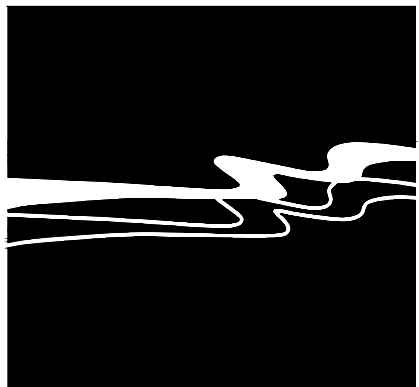
DEPARTMENT OF PUBLIC WORKS

SCALE: HORIZ AS SHOWN  
VERT

ORIGINAL SCALE IN INCHES  
FOR REDUCED PLANS



| REVISIONS |    |      |             |             |      |
|-----------|----|------|-------------|-------------|------|
| NO.       | BY | DATE | DESCRIPTION | APPROVED BY | DATE |
| 1         |    |      |             |             |      |
| 2         |    |      |             |             |      |
| 3         |    |      |             |             |      |
| 4         |    |      |             |             |      |
| 5         |    |      |             |             |      |
| 6         |    |      |             |             |      |
| 7         |    |      |             |             |      |
| 8         |    |      |             |             |      |
| 9         |    |      |             |             |      |
| 10        |    |      |             |             |      |



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www.wallacegroup.us

Sarah Huffman  
PROJECT ENGINEER

October 26, 2021  
PLANS APPROVAL DATE



CITY OF MARINA ANNUAL STREET  
RESURFACING 2021, PHASE 2

TITLE SHEET

T-1

| DESIGNED BY | DRAWN BY | CHECKED BY | JOB NUMBER | SHEET | OF |
|-------------|----------|------------|------------|-------|----|
| EMP         | EMP      | SMH        | 1585-0008  | 1     | 68 |

FILE NAME: 1585-0008-TTL.DWG  
10/26/2021 10:39 AM  
ZACH CAMPANG

## EXHIBIT C



Pre-construction photo



Post-construction photo

### Cardoza Avenue between Reservation Road and Abby Way



Pre-construction photo



Post-construction photo

### Melanie Road at Beach Avenue

July 28, 2023

Item No. **10j(1)**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 15, 2023

Honorable Chairperson and Members  
of the Successor Agency to Marina Redevelopment Agency

Successor Agency Meeting  
of August 15, 2023

Chair and Board Members of  
Preston Park Sustainable Community Non-Profit Corporation

Corporation Meeting  
August 15, 2023

**CITY COUNCIL OF THE CITY OF MARINA, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY BOARD, AND PRESTON PARK SUSTAINABLE COMMUNITY NPC BOARD TO RECEIVE INVESTMENT REPORTS FOR THE CITY OF MARINA, CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY, AND PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION FOR THE QUARTER ENDED MARCH 2023**

**REQUEST:**

It is requested that the City Council and Boards:

1. Consider receiving Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) for the quarter ended June 30, 2023.

**BACKGROUND:**

**Cash Management.** The City continued to maximize the deposit of idle cash into the Local Agency Investment Fund (LAIF). Additionally, staff explored and executed non-LAIF investments options that aligned with the City's investment policy, which includes high-quality notes and U.S. Treasuries. Changes to the City's investment portfolio for last quarter are shown in Table I, Cash and Investments. The table shows a \$10.1 million increase in total City cash.

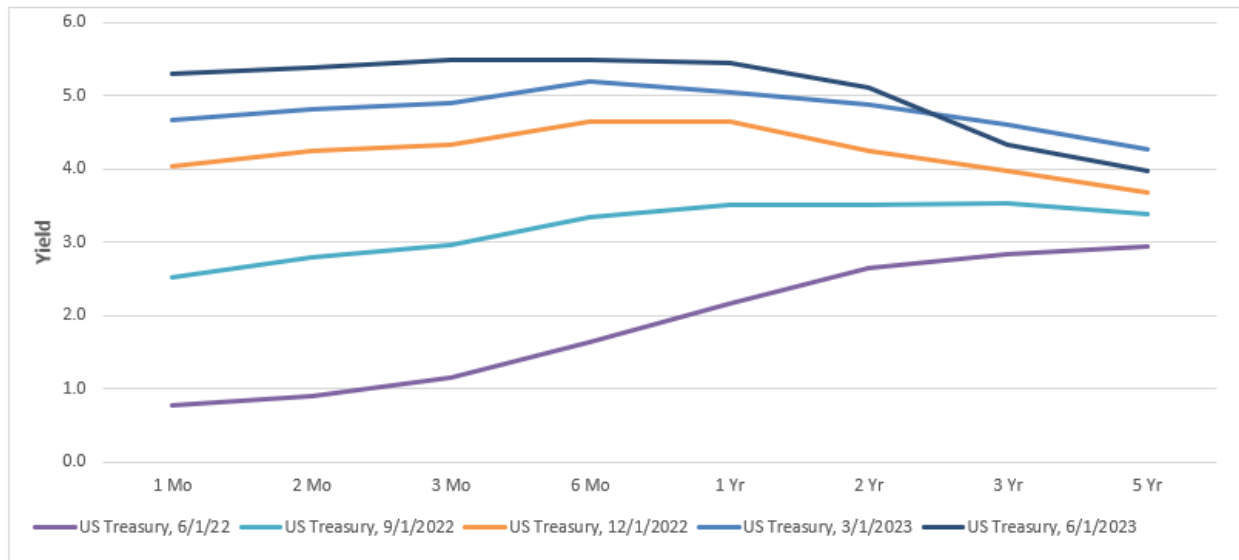
Table I

Summary of Cash and Investments  
Amounts in Millions  
Quarter Ended June 30, 2023

|                          | March        |               | June         |               | Change<br>(Curr - Prev) |               |
|--------------------------|--------------|---------------|--------------|---------------|-------------------------|---------------|
| <b>City</b>              | <u>Yield</u> | <u>Amount</u> | <u>Yield</u> | <u>Amount</u> | <u>Yield</u>            | <u>Amount</u> |
| LAIF                     | 2.83%        | \$ 57.27      | 3.17%        | \$ 57.71      | 0.34%                   | \$ 0.43       |
| Corp Notes               | Variable     | -             | Variable     | -             | Variable                | -             |
| Gov Notes                | Variable     | 61.15         | Variable     | 66.52         | Variable                | 5.38          |
| Commercial Paper         | Variable     | -             | 0.00%        | -             | Variable                | -             |
| Bank                     | 0.00%        | 3.92          | 0.00%        | 8.37          | 0.00%                   | 4.45          |
| All Others               | Variable     | 0.33          | Variable     | 0.42          | Variable                | 0.09          |
|                          | Subtotal     | 122.66        | Subtotal     | 133.02        | Subtotal                | 10.36         |
| <b>Successor</b>         |              |               |              |               |                         |               |
| LAIF                     | 2.17%        | \$ 2.92       | 3.17%        | \$ 2.94       | 1.00%                   | 0.02          |
| Bank                     | 0.00%        | 2.96          | 0.00%        | 2.30          | 0.00%                   | (0.65)        |
| All Others               | Variable     | 3.43          | Variable     | 3.47          | Variable                | 0.04          |
|                          | Subtotal     | 9.31          | Subtotal     | 8.71          | Subtotal                | (0.60)        |
| <b>PPSC-NPC</b>          |              |               |              |               |                         |               |
| Bank                     | 1.06%        | 9.23          | 4.59%        | 9.57          | 3.53%                   | 0.34          |
|                          | Subtotal     | 9.23          | Subtotal     | 9.57          | Subtotal                | 0.34          |
| <b>Total Cash Assets</b> |              | <u>141.21</u> |              | <u>151.31</u> |                         | <u>10.10</u>  |

The end of quarter LAIF interest rate was 3.17%, which represents a .34% increase from the previous quarter, as seen in Table I. Chart I, Treasury Yield Curve shows the treasury yield curve and its recent shift from June 2022 to June 2023. Staff will continue to explore other investment options, including treasury notes and additional high quality corporate products, to maximize the return of idle cash while still retaining liquidity and quality in its portfolio. Nearly half of the city's interest revenue is allocated to the General Fund while Fund 215 – Public Facilities Impact Fees, Fund 223 – FORA Dissolution Fund and Fund 422 – Measure X Capital Projects receive most of the remaining interest revenue. The city operates under an investment policy which can be found at: <http://www.cityofmarina.org/26/Finance> .

Chart I, Treasury Yield Curve



The Preston Park Sustainable Community Non-Profit Corporation has a large reserve account with Bridgebank for the purposes of eventually paying down the current interest-only mortgage tied to Preston Park apartments. Staff recently engaged with Bridgebank to change the structure of that money market account and provide enhanced interest yields and deposit insurance. The new interest rate of 4.59% is an improvement of 3.53% over previous yields and the account is now fully secured under the Federal Deposit Insurance Corporation (FDIC) insurance threshold.

**Interest Rate / Economy.** Interest rates increased from the prior quarter and that trend of higher interest rates is expected to remain for 2023. The expectation is that interest rates will remain relatively high as the Fed continues to guard against inflation. Staff will closely monitor the yield curve and purchase longer term (maturities beyond one year) investments as those opportunities arise.

Economically, the city is in a strong position with property tax revenues remaining high and transient occupancy and sales tax revenues recovered from the pandemic. Staff will closely monitor those revenues as we approach the end of the calendar year.

**Portfolio Strategy.** Staff's goal is to match or outperform LAIF. As shown in Chart I, current treasury yields are such that a 1-month treasury note would accomplish that goal. Staff is exploring treasury non-treasury investments that mature in the 3-month to 2-year range to provide an equal or greater return than LAIF.

**ANALYSIS:**

The attached investment reports include the City of Marina's and the City of Marina as Successor Agency to the Marina Redevelopment Agency's reports ("EXHIBIT A"). These include unreconciled balances of City, Successor Agency and Preston Park investments held by financial institutions as reported on their monthly statements.

**FISCAL IMPACT:**

Investing the City's cash in a safe manner can yield significant interest earnings for the City.

**CONCLUSION:**

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



---

Roger Sattoof  
Financial Analyst  
City of Marina



---

Juan Lopez  
Finance Director  
City of Marina

**REVIEWED/CONCUR:**

---

Layne P. Long  
City Manager  
City of Marina

EXHIBIT A

To: Honorable Mayor and City Council Members

From: Roger Sattoof, Financial Analyst

RE: Investment Report  
Quarter Ended June 30, 2023

INVESTMENT SUMMARY:

|                                                 | <u>Market Value</u>   |
|-------------------------------------------------|-----------------------|
| Imprest Cash                                    | \$ 3,900              |
| Checking/Savings Account/Certificate of Deposit | \$ 8,365,502          |
| Local Agency Investment Fund                    | \$ 57,707,105         |
| JP Morgan Investment Acct                       | \$ 66,802,737         |
| Paying Agent                                    | \$ 418,078            |
|                                                 | <u>\$ 133,297,321</u> |

|                                                |              |
|------------------------------------------------|--------------|
| Cash not earning interest                      | \$ 8,369,402 |
| Non earning cash as a percentage of total cash | 6%           |

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City of Marina's anticipated expenditure requirements for the next six (6) months.  
(California Government Code Section 53646)



Juan Lopez, Finance Director



Roger Sattoof, Financial Analyst  
CITY OF MARINA  
INVESTMENT AND EARNINGS REPORT  
Quarter Ended June 30, 2023

**EXHIBIT A**

|                                     |                                   |               | Purchase   |          |        |            |                |                | Book Value/    | Unrealized  |         |
|-------------------------------------|-----------------------------------|---------------|------------|----------|--------|------------|----------------|----------------|----------------|-------------|---------|
|                                     |                                   |               | Date       | Maturity | Coupon | Rate (%)   | Face           | Market Value   | Cost Basis     | Gain/(Loss) |         |
| Petty Cash                          |                                   |               |            | N/A      | NA     | 0.00%      | 3,900.00       | 3,900.00       | 3,900.00       | -           |         |
| Chase                               | Checking                          | 273582905     | Sweep      | NA       |        | 0.00%      | 8,365,501.77   | 8,365,501.77   | 8,365,501.77   | -           |         |
| Local Agency Investment Fund (LAIF) |                                   | 98-27-509     | NA         | NA       |        | 3.17%      | 57,707,104.99  | 57,707,104.99  | 57,707,104.99  | -           |         |
| US Bank (Custodian)                 |                                   | 244667000     | N/A        |          |        | 0.00%      | -              | -              | -              | -           |         |
|                                     | US Treasury Bill                  | 5/31/2023     | 9/26/2023  | 0.00%    | 5.32%  | 15,254,000 | 15,069,050     | 14,998,711     |                | 70,339      |         |
|                                     | US Treasury Bill                  | 6/21/2023     | 12/21/2023 | 0.00%    | 5.33%  | 10,000,000 | 9,751,575      | 9,741,788      |                | 9,788       |         |
|                                     | US Treasury Bill                  | 4/19/2023     | 10/19/2023 | 0.00%    | 4.93%  | 9,000,000  | 8,859,566      | 8,781,077      |                | 78,490      |         |
|                                     | US Treasury Bill                  | 8/30/2022     | 8/11/2023  | 0.00%    | 3.31%  | 8,000,000  | 7,956,659      | 7,749,606      |                | 207,053     |         |
|                                     | Freddie Mac AAA Bond              | 12/22/2021    | 8/24/2023  | 0.25%    | 0.25%  | 3,000,000  | 2,979,004      | 2,998,426      |                | (19,422)    |         |
|                                     | US Treasury Bill                  | 3/21/2023     | 9/21/2023  | 0.00%    | 4.82%  | 5,000,000  | 4,942,650      | 4,946,203      |                | (3,553)     |         |
|                                     | Federal Home Loan Bank            | 1/26/2023     | 10/3/2023  | 0.00%    | 4.76%  | 5,000,000  | 4,989,623      | 5,000,000      |                | (10,377)    |         |
|                                     | Federal Home Loan Bank            | 2/16/2023     | 2/2/2024   | 0.00%    | 4.78%  | 10,000,000 | 9,941,229      | 9,985,522      |                | (44,294)    |         |
|                                     | Fort Lauderdale FLA SPL           | 5/15/2023     | 1/1/2024   | 0.00%    | 0.77%  | 2,370,000  | 2,313,381      | 2,322,533      |                | (9,152)     |         |
|                                     | Total-JP Morgan Investment - 4617 |               |            |          |        |            | 67,624,000     | 66,802,737     | 66,523,865     |             | 278,871 |
|                                     | Marina Abrams B 2006              | 6711797700-10 | Sweep      | Sweep    | NA     | variable   | 418,077.62     | 418,077.62     | 418,077.62     |             | -       |
| Paying Agent - US Bank              | 2015 GO Refunding                 | 6712129600-01 | Sweep      | Sweep    | NA     | variable   | 0.00           | 0.00           | 0.00           |             | -       |
|                                     | Total Trustee Accounts            |               |            |          |        |            | 418,077.62     | 418,077.62     | 418,077.62     |             | -       |
|                                     |                                   |               |            |          |        |            | 134,118,584.38 | 133,297,321.12 | 133,018,449.73 |             | 278,871 |

TOTAL                      Checking and LAIF accounts for the City of Marina and the Successor Agency are registered and accounted for in the separate names:  
The Checking account contains cash for operating, surplus cash is moved to LAIF. LAIF accounts contain idle funds.

EXHIBIT A

To: Marina City Council as Successor Agency to the Former Marina Redevelopment Agency

Investment Report

From: Roger Sattoof, Financial Analyst

Quarter Ended June 30, 2023

RE:

INVESTMENT SUMMARY:

Checking Account

Local Agency Investment Fund

Paying Agent

|    | <u>Market Value</u> |
|----|---------------------|
| \$ | 2,304,114           |
| \$ | 2,936,586           |
| \$ | 3,472,822           |
| \$ | <u>8,713,521</u>    |

Cash not earning interest

\$ 2,304,114

Non earning cash as a percentage of total cash

26%

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet

the Successor Agency's anticipated expenditure requirements for the next six (6) months.

(California Government Code Section 53646)



Juan Lopez, Finance Director



Roger Sattoof, Financial Analyst

# EXHIBIT A

## CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY INVESTMENT AND EARNINGS REPORT

| Quarter Ended June 30, 2023         |  | Purchase               |       | Maturity | Coupon | Rate (%) | Face         | Book Value   | Market Value |
|-------------------------------------|--|------------------------|-------|----------|--------|----------|--------------|--------------|--------------|
|                                     |  | Date                   |       |          |        |          |              |              |              |
| INSTITUTION                         |  | 65-27-003              | N/A   | N/A      | NA     | 3.17%    | 2,936,585.55 | 2,936,585.55 | 2,936,585.55 |
| Local Agency Investment Fund (LAIF) |  | 273582921              | N/A   | Sweep    | NA     | 0.00%    | 2,304,113.82 | 2,304,113.82 | 2,304,113.82 |
| Chase                               |  |                        |       |          |        |          |              |              |              |
| 2018 Series A&B Bonds               |  | 6712220800-817         | Sweep | Sweep    | NA     | variable | 1,145,797.04 | 1,145,797.04 | 1,145,797.04 |
| 2020 Series A&B Bonds               |  | 6712281500-508         | Sweep | Sweep    | NA     | variable | 982,956.93   | 982,956.93   | 982,956.93   |
| 2023 Series A&B Bonds               |  | 219461000-006          | Sweep | Sweep    | NA     | variable | 1,344,067.61 | 1,344,067.61 | 1,344,067.61 |
| Paying Agent - US Bank              |  | Total Trustee Accounts |       |          |        |          | 3,472,821.58 | 3,472,821.58 | 3,472,821.58 |
|                                     |  |                        |       |          |        |          | 8,713,520.95 | 8,713,520.95 | 8,713,520.95 |

TOTAL      Checking and LAIF accounts for the City of Marina and the Successor Agency are registered and accounted for in the separate names:  
The Checking account contains cash for operating, surplus cash is moved to LAIF. LAIF accounts contain idle funds.

EXHIBIT A

To: Honorable Mayor and City Council Members

From: Roger Sattoof, Financial Analyst

RE: Investment Report  
Quarter Ended June 30, 2023

INVESTMENT SUMMARY:  
Bridge Bank - Capital Reserve Account

|    | <u>Market Value</u> |
|----|---------------------|
| \$ | 9,574,923           |
| \$ | <u>9,574,923</u>    |

|                                                |    |    |
|------------------------------------------------|----|----|
| Cash not earning interest                      | \$ | -  |
| Non earning cash as a percentage of total cash |    | 0% |



---

Juan Lopez, Finance Director



---

Roger Sattoof, Financial Analyst

EXHIBIT A

Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC)  
INVESTMENT AND EARNINGS REPORT

Roger Sattoof, Financial Analyst

INSTITUTION

Bridge Bank

TOTAL

| Purchase<br>Date | Maturity | Coupon | Rate (%) | Face         | Book Value   | Market Value |
|------------------|----------|--------|----------|--------------|--------------|--------------|
|                  |          |        |          |              |              |              |
| XXXXXX9858       | NA       | NA     | 4.59%    | 9,574,923.26 | 9,574,923.26 | 9,574,923.26 |
|                  |          |        |          | 9,574,923.26 | 9,574,923.26 | 9,574,923.26 |

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of August 15, 2023

**CITY COUNCIL TO OPEN A PUBLIC HEARING, TAKE ANY TESTIMONY FROM THE PUBLIC, AND CONSIDER INTRODUCING AND READING BY TITLE ONLY AND WAIVING FURTHER READING ORDINANCE 2023-, ADOPTING A COMPREHENSIVE TOBACCO RETAILER LICENSE; AND CONSIDER INTRODUCING AND READING THE TITLE ONLY AND WAIVING THE FURTHER READING OF ORDINANCE 2023-, ESTABLISHING A SMOKE FREE PUBLIC PLACE**

**RECOMMENDATION:**

It is requested that the City Council:

1. Open a public hearing; and;
2. Consider introducing and reading by title only and waiving further reading Ordinance 2023-, Adopting a Comprehensive Tobacco Retailer License; and
3. Consider introducing and reading the title only and waiving the further reading of Ordinance 2023 -Establishing a Smoke Free Public Place.

**BACKGROUND:**

Currently the City of Marina (“City”) is a participant in the Blue Zone Project, a Monterey County-wide initiative committed to ensuring that all people have a fair and just opportunity to live a long and healthy life. One of the focal points for the Blue Zones Project is their “Tobacco Policy” which encourages local agencies to create an environment where smoking (including vaping) and the use of nicotine is less desirable, accessible and acceptable.<sup>1</sup>

*Tobacco Retailing License*

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

- Limiting the sale of tobacco products at local pharmacies to further restrict access to these products within the City.

*Establishing a Smoke Free Public Place Ordinance.*

---

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

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

**ENVIRONMENTAL DETERMINATION:**

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

.

**FISCAL IMPACT:**

There shall be no fiscal impact for the adoption of these ordinances.

**CONCLUSION:**

These ordinances are submitted for City Council consideration and action.

Respectfully submitted,

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

**REVIEWED/CONCUR:**

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Layne P. Long  
City Manager  
City of Marina

**Attachments:**

- 1) Adopting a Comprehensive Tobacco Retailer Licensing Ordinance
- 2) Establishing a Smoke Free Public Place Ordinance
- 3) List of Smoke Free Public Place Ordinances

---

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

[https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf\\_NBK179276.pdf](https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf_NBK179276.pdf)

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

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

## ORDINANCE NO. 2023-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA  
AMENDING TITLE 5 OF THE MARINA CITY CODE  
BY ADDING CHAPTER 5.90, “TOBACCO RETAILER LICENSE”**

**WHEREAS**, the State of California enacted California Business and Professions Code, Division 8.6, Chapter 1, Section 22970 entitled “Cigarette and Tobacco Products Licensing Act of 2003” (the “Act”) to control tobacco sales; and

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

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

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

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

**WHEREAS**, the City of Marina (“City”) has a substantial interest in protecting youth and underserved populations from the harms of tobacco use; and

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

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

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

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

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

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

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

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

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

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES ORDAIN AS FOLLOWS:**

**Section 1. Findings.**

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

**Section 2.** New Chapter 5.90, "Tobacco Retail Licensing" is hereby added to Title 5, BUSINESS TAXES, LICENSES AND REGULATIONS, of the Marina City Code as follows:

## **CHAPTER 5.90- TOBACCO RETAILER LICENSE**

### **Sections:**

- 5.90.010 Adoption of provisions of the Monterey County Tobacco Retailer License Regulations
- 5.90.020 Prohibition of Licensing Pharmacies for the Sale of Tobacco

### **5.90.010 Monterey County Tobacco Retailer License Provisions Adopted**

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

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

1. All reference to the term “unincorporated areas of the County of Monterey” in the Monterey County Code shall be amended to include the term “city limits of Marina.”
2. All reference to the term “Chapter” in the Monterey County Code shall be to the term “Chapter” in the Marina Municipal Code.
3. All reference to the term “Code” in the Monterey County Code shall be to the Marina Municipal Code.

C. A violation of the Monterey County ordinance is considered an infraction and a violation of the Marina Municipal Code, and may be enforced pursuant to 1.08, 1.10 and 1.12.

### **5.90.010 Pharmacy Tobacco Retailing is Prohibited**

A. The definitions set forth in Monterey County Code Chapter 7.80, entitled “Tobacco Retailer License,” apply to this subsection. In addition, for the purposes of this subsection, “Pharmacy” means any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.

B. Prohibition – Pharmacy.

1. No License may issue, and no existing License may be renewed, to authorize Tobacco Retailing in a pharmacy.
2. No person shall sell or otherwise distribute a tobacco product in a Pharmacy.

**Section 3. Severability.**

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

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

**Section 4. Effective Date.**

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

This foregoing ordinance was introduced at a regular meeting of the City Council and read on the 15<sup>th</sup> day of August 2023 and was finally adopted on the 6<sup>th</sup> day of September 2023, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

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Bruce Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

## ORDINANCE NO. 2023-

**AN ORDINANCE OF THE CITY OF MARINA AMENDING TITLE 8, HEALTH  
AND SAFETY, OF THE MARINA MUNICIPAL CODE  
BY ADDING CHAPTER 8.09, “SMOKE FREE PUBLIC PLACE,” TO  
REGULATE SMOKING AND TOBACCO USE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES ORDAIN AS FOLLOWS:**

### **Section 1. Findings.**

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

**Section 2.** New Chapter 8.09, “Smoke Free Public Place” is hereby added to Title 8, HEALTH AND SAFETY, of the Marina City Code as follows:

## **CHAPTER 8.09      SMOKE FREE PUBLIC PLACE**

### **Sections:**

- 8.09.010      Definitions.
- 8.09.020      Prohibition of Smoking in Unenclosed Areas.
- 8.09.030      Smoke Free Buffer Zones.
- 8.09.040      Tobacco Waste.
- 8.09.050      Enforcement.
- 8.09.040      Violation and Penalties.

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

- A. “Cannabis” has the meaning set forth in California Business and Professions Code Section 26001, as that section may be amended from time to time.
- B. “Electronic smoking device” means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. This shall not include inhalers or medical devices prescribed by a physician for medical purposes.
- C. “Enclosed area” means all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.
- D. “Multiunit Residence” means property containing two or more units, including, but not limited to, apartment buildings, common interest developments, senior and assisted living facilities, and long-term health care facilities.
- E. “Outdoor Dining Area” means any publicly or privately owned outdoor area, including streets and sidewalks, that is available to or customarily used by the general public or an employee, and that is designed, established, or regularly used for consuming food or drink.
- F. “Person” means any natural person, business, corporation, partnership, cooperative association, personal representative, receiver, trustee, assignee, or any other legal entity.
- G. “Public event areas” means any publicly or privately owned place used for an event open to the general public, regardless of any fee or age requirement, including a farmers’ market, parade, fair, or festival.
- H. “Public place” means any publicly or privately owned place that is open to the general public, regardless of any fee or age requirement, including public squares, sidewalks, streets, parking lots, plazas, shopping areas, stadiums, or sporting facilities.
- I. “Recreational area” means any publicly or privately owned area, including streets and sidewalks located within the area, that is open to the general public for recreational purposes, regardless of any fee or age requirement. The term “Recreational Area” includes, but is not limited to, facilities, parks, playgrounds, athletic fields, restrooms, beaches, picnic areas, spectator and concession areas, golf courses, walking paths, gardens, vernal ponds, hiking trails, bike paths, riding trails, roller and ice-skating rinks, skateboard parks, amusement parks, zoos, and aquatic areas.

J. “Service area” means any publicly or ~~privately~~-owned-area, including streets and sidewalks, designed to be used or is regularly used by one or more persons to receive a service, wait to receive a service, or to make a transaction, whether or not such service or transaction includes the exchange of money. The term “service area” includes, but is not limited to, areas including or within 25 feet of information kiosks, automatic teller machines (ATMs), service lines, bus stops or shelters, or cab stands.

K. “Service lines” means an outdoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to, ATM lines, concert lines, food vendor lines, mobile vendor lines, movie ticket lines, and sporting event lines.

L. “Smoke” or “Smoking” means: (1) inhaling, exhaling, or burning, any tobacco, nicotine, cannabis, or plant product, whether natural or synthetic; (2) carrying any lighted, heated, or activated tobacco, nicotine, cannabis, or plant product, whether natural or synthetic, intended for inhalation; or (3) using an electronic smoking device or hookah.

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

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

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

P. “Unenclosed area” means any area that is not an enclosed area.

#### **8.09.020 Prohibition of Smoking in Unenclosed Areas.**

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

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

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

#### **8.09.030 Smoke Free Buffer Zones**

Smoking in all unenclosed areas shall be prohibited within 25 feet from any area in which smoking is prohibited under Section 8.09.020 of this chapter or by any other law. This prohibition shall not apply to unenclosed areas of private residential properties that are not multiunit residences.

#### **8.09.040 Tobacco Waste**

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

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

#### **8.09.050 Enforcement**

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

B. Event organizers shall post at least five no smoking signs at an entrance to the event. Signs shall have letters of no less than one inch in height and shall include the international “No Smoking” symbol and may be printed. A template of the no smoking sign will be included with the event application provided by the City.

C. A person that has control of an area in which smoking, and tobacco use is prohibited by this chapter shall direct anyone who is smoking or using tobacco in violation of this chapter to extinguish the product being smoked or stop using the tobacco product.

D. No person shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another person who seeks to attain compliance with this chapter.

#### **8.09.060 Violations and Penalties.**

Enforcement of these provisions shall be governed by Chapters 1.08 , Chapter 1.10, and Chapter 1.12 of the Marina Municipal Code. Each instance of smoking or tobacco use in violation of this chapter shall be an infraction, and constitute a separate violation. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

**Section 3. California Environmental Act (CEQA).**

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

**Section 4. Severability.**

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

**Section 4. Effective Date.**

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

This ordinance was introduced and read on the 15<sup>th</sup> day of August 2023 and was finally adopted on the 6<sup>th</sup> day of September 2023, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

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Bruce Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

## California Policies for Smokefree Parks

June 15, 2022

This list shows California jurisdictions that have policies that regulate smoking in parks. Policies may prohibit smoking in all, or some, or specified parks or prohibit smoking except for designated smoking areas. The list includes jurisdictions that cover parks by default, inasmuch as all outdoor recreational areas in those jurisdictions are required to be smokefree.

**252** jurisdictions prohibit or otherwise regulate smoking in all, some, or specified parks, or in all recreation areas including parks by default.

| Jurisdiction       | Parks          |
|--------------------|----------------|
| 1. Adelanto        | Yes            |
| 2. Agoura Hills    | Yes            |
| 3. Alameda         | Yes            |
| 4. Albany          | Yes            |
| 5. Alhambra        | Yes            |
| 6. Aliso Viejo     | Yes            |
| 7. Alpine County   | Yes            |
| 8. Amador County   | Yes            |
| 9. American Canyon | Yes            |
| 10. Apple Valley   | Yes            |
| 11. Arbutle        | Yes            |
| 12. Arcata         | Yes            |
| 13. Arroyo Grande  | Yes            |
| 14. Arvin          | Yes            |
| 15. Atascadero     | Yes            |
| 16. Baldwin Park   | Yes            |
| 17. Banning        | Yes            |
| 18. Barstow        | Some/Specified |
| 19. Bell           | Yes            |
| 20. Belmont        | Yes            |
| 21. Belvedere      | Yes            |
| 22. Benicia        | Yes            |
| 23. Berkeley       | Some/Specified |
| 24. Beverly Hills  | Yes            |
| 25. Big Bear Lake  | Some/Specified |
| 26. Bishop         | Yes            |
| 27. Blue Lake      | Yes            |
| 28. Brisbane       | Yes            |
| 29. Buellton       | Yes            |
| 30. Buena Park     | Yes            |
| 31. Burbank        | Sections       |
| 32. Calabasas      | Yes            |
| 33. Calexico       | Yes            |
| 34. Calimesa       | Yes            |
| 35. Calistoga      | Yes            |
| 36. Camarillo      | Yes, all       |

| Jurisdiction       | Parks          |
|--------------------|----------------|
| 37. Capitola       | Yes            |
| 38. Carpinteria    | Yes            |
| 39. Carson         | Yes            |
| 40. Ceres          | Yes            |
| 41. Cerritos       | Yes            |
| 42. Chico          | Yes            |
| 43. Chula Vista    | Yes            |
| 44. Citrus Heights | Yes            |
| 45. Claremont      | Some/Specified |
| 46. Clayton        | Yes            |
| 47. Clearlake      | Yes            |
| 48. Cloverdale     | Yes            |
| 49. Clovis         | Yes            |
| 50. Colma          | Yes            |
| 51. Colton         | Yes            |
| 52. Colusa         | Yes            |
| 53. Compton        | Yes, all       |
| 54. Concord        | Yes, all       |
| 55. Corona         | Yes            |
| 56. Coronado       | Yes            |
| 57. Corte Madera   | Yes, all       |
| 58. Costa Mesa     | Yes            |
| 59. Cotati         | Yes            |
| 60. Crescent City  | Some/Specified |
| 61. Cudahy         | Some/Specified |
| 62. Culver City    | Yes            |
| 63. Cupertino      | Some/Specified |
| 64. Daly City      | Yes            |
| 65. Dana Point     | Yes            |
| 66. Danville       | Some/Specified |
| 67. Davis          | Yes            |
| 68. Del Mar        | Yes            |
| 69. Dublin         | Yes            |
| 70. East Palo Alto | Yes, all       |
| 71. El Cajon       | Yes            |
| 72. El Cerrito     | Yes            |

| Jurisdiction              | Parks          |
|---------------------------|----------------|
| 73. El Monte              | Yes            |
| 74. Emeryville            | Yes            |
| 75. Encinitas             | Some/Specified |
| 76. Eureka                | Yes            |
| 77. Exeter                | Yes            |
| 78. Fairfax               | Yes            |
| 79. Fillmore              | Sections       |
| 80. Firebaugh             | Yes            |
| 81. Folsom                | Yes            |
| 82. Fort Bragg            | Yes            |
| 83. Fortuna               | Yes            |
| 84. Foster City           | Yes            |
| 85. Fountain Valley       | Yes            |
| 86. Fowler                | Yes            |
| 87. Fremont               | Yes            |
| 88. Fresno                | Some/Specified |
| 89. Gardena               | Yes            |
| 90. Gilroy                | Some/Specified |
| 91. Glendora              | Yes            |
| 92. Grand Terrace         | Yes            |
| 93. Grass Valley          | Yes            |
| 94. Grover Beach          | Yes            |
| 95. Guadalupe             | Yes, all       |
| 96. Hayward               | Yes            |
| 97. Healdsburg            | Yes            |
| 98. Hemet                 | Yes            |
| 99. Hercules              | Yes, all       |
| 100. Hermosa Beach        | Yes            |
| 101. Hughson              | Yes            |
| 102. Huntington Park      | Yes            |
| 103. Imperial Beach       | Yes            |
| 104. Inglewood            | Yes            |
| 105. Ione                 | Sections       |
| 106. Irvine               | Yes            |
| 107. Jackson              | Yes            |
| 108. Jurupa Valley        | Some/Specified |
| 109. Kerman               | Yes            |
| 110. La Cañada Flintridge | Yes            |
| 111. La Mesa              | Yes            |
| 112. La Verne             | Yes            |
| 113. Lafayette            | Yes            |
| 114. Laguna Beach         | Yes            |
| 115. Laguna Hills         | Yes            |
| 116. Laguna Niguel        | Yes            |
| 117. Laguna Woods         | Yes            |
| 118. Lakeport             | Yes            |
| 119. Larkspur             | Yes            |
| 120. Lemon Grove          | Yes            |

| Jurisdiction              | Parks          |
|---------------------------|----------------|
| 121. Lindsay              | Some/Specified |
| 122. Live Oak             | Yes            |
| 123. Livermore            | Yes            |
| 124. Loma Linda           | Yes            |
| 125. Long Beach           | Some/Specified |
| 126. Los Angeles          | Yes            |
| 127. Los Gatos            | Yes            |
| 128. Mammoth Lakes        | Some/Specified |
| 129. Manhattan Beach      | Yes            |
| 130. Marin County         | Yes, all       |
| 131. Mariposa County      | Yes            |
| 132. Martinez             | Yes            |
| 133. Maywood              | Yes, all       |
| 134. Menlo Park           | Yes            |
| 135. Mill Valley          | Yes, all       |
| 136. Milpitas             | Some/Specified |
| 137. Monte Sereno         | Some/Specified |
| 138. Monrovia             | Yes            |
| 139. Monterey Park        | Yes            |
| 140. Morro Bay            | Yes            |
| 141. Moorpark             | Sections       |
| 142. Mount Shasta         | Yes            |
| 143. Mountain View        | Sections       |
| 144. Murrieta             | Yes            |
| 145. Napa                 | Yes, all       |
| 146. National City        | Yes            |
| 147. Nevada City          | Yes            |
| 148. Newport Beach        | Yes            |
| 149. Norco                | Yes            |
| 150. Novato               | Yes            |
| 151. Oak Park             | Yes, all       |
| 152. Oakland              | Yes            |
| 153. Oakley               | Yes            |
| 154. Oceanside            | Yes            |
| 155. Ojai                 | Sections       |
| 156. Orinda               | Yes            |
| 157. Oxnard               | Yes, all       |
| 158. Pacific Grove        | Yes            |
| 159. Palm Springs         | Yes            |
| 160. Palo Alto            | Yes, all       |
| 161. Palos Verdes Estates | Yes            |
| 162. Paradise             | Some/Specified |
| 163. Pasadena             | Yes            |
| 164. Paso Robles          | Yes            |
| 165. Petaluma             | Yes            |
| 166. Pico Rivera          | Yes            |
| 167. Piedmont             | Yes            |
| 168. Pinole               | Some/Specified |

| Jurisdiction |                        | Parks          |
|--------------|------------------------|----------------|
| 169.         | Pismo Beach            | Yes            |
| 170.         | Pittsburg              | Yes            |
| 171.         | Pleasanton             | Some/Specified |
| 172.         | Pomona                 | Yes            |
| 173.         | Rancho Cordova         | Yes, all       |
| 174.         | Rancho Cucamonga       | Yes            |
| 175.         | Redding                | Yes            |
| 176.         | Redlands               | Yes            |
| 177.         | Redondo Beach          | Yes            |
| 178.         | Redwood City           | Yes            |
| 179.         | Reedley                | Yes            |
| 180.         | Richmond               | Yes            |
| 181.         | Riverside              | Yes            |
| 182.         | Rohnert Park           | Yes            |
| 183.         | Rosemead               | Yes            |
| 184.         | Roseville              | Yes            |
| 185.         | Ross                   | Some/Specified |
| 186.         | Salinas                | Yes            |
| 187.         | San Anselmo            | Yes            |
| 188.         | San Bernardino         | Yes            |
| 189.         | San Bruno              | Yes            |
| 190.         | San Clemente           | Yes            |
| 191.         | San Diego County       | Yes            |
| 192.         | San Dimas              | Yes            |
| 193.         | San Fernando           | Yes            |
| 194.         | San Francisco          | Yes            |
| 195.         | San Gabriel            | Yes            |
| 196.         | San Jose               | Yes            |
| 197.         | San Leandro            | Yes            |
| 198.         | San Luis Obispo        | Some/Specified |
| 199.         | San Luis Obispo County | Sections       |
| 200.         | San Mateo              | Some/Specified |
| 201.         | San Mateo County       | Yes            |
| 202.         | San Rafael             | Yes            |
| 203.         | San Ramon              | Yes            |
| 204.         | Santa Ana              | Yes            |
| 205.         | Santa Clara County     | Yes            |
| 206.         | Santa Clarita          | Yes            |
| 207.         | Santa Cruz County      | Yes            |
| 208.         | Santa Maria            | Yes            |
| 209.         | Santa Monica           | Yes            |
| 210.         | Saratoga               | Yes            |

| Jurisdiction |                     | Parks          |
|--------------|---------------------|----------------|
| 211.         | Sausalito           | Yes            |
| 212.         | Seal Beach          | Yes            |
| 213.         | Sebastopol          | Yes, all       |
| 214.         | Simi Valley         | Sections       |
| 215.         | Solana Beach        | Yes            |
| 216.         | Solano County       | Yes            |
| 217.         | Sonoma              | Yes            |
| 218.         | South Pasadena      | Yes            |
| 219.         | South San Francisco | Yes            |
| 220.         | St. Helena          | Yes            |
| 221.         | Stanton             | Yes, all       |
| 222.         | Sunnyvale           | Some/Specified |
| 223.         | Sutter County       | Yes            |
| 224.         | Tehachapi           | Yes            |
| 225.         | Temecula            | Yes            |
| 226.         | Temple City         | Yes            |
| 227.         | Thousand Oaks       | Some/Specified |
| 228.         | Tiburon             | Yes, all       |
| 229.         | Torrance            | Yes            |
| 230.         | Truckee             | Yes            |
| 231.         | Turlock             | Yes            |
| 232.         | Ukiah               | Yes            |
| 233.         | Union City          | Yes            |
| 234.         | Vallejo             | Yes            |
| 235.         | Ventura             | Yes, all       |
| 236.         | Ventura County      | Sections       |
| 237.         | Victorville         | Yes            |
| 238.         | Vista               | Yes            |
| 239.         | Walnut              | Yes            |
| 240.         | Walnut Creek        | Yes            |
| 241.         | Wasco               | Yes            |
| 242.         | Watsonville         | Yes            |
| 243.         | Weaverville         | Yes            |
| 244.         | West Hollywood      | Some/Specified |
| 245.         | West Sacramento     | Some/Specified |
| 246.         | Whittier            | Yes            |
| 247.         | Williams            | Yes            |
| 248.         | Windsor             | Yes            |
| 249.         | Winters             | Yes            |
| 250.         | Yountville          | Yes            |
| 251.         | Yuba City           | Yes            |
| 252.         | Yucaipa             | Yes            |

August 7, 2023

Item No: **13a**

Honorable Mayor and Members  
of the Marina City Council/Airport Commission

City Council Meeting  
of August 15, 2023

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2023-,  
APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MARINA  
AND NEW CINGULAR WIRELESS PCS, LLC FOR CONSTRUCTION AND  
OPERATION OF A TELECOMMUNICATIONS FACILITY ON CITY OWNED  
PROPERTY AT THE NORTHWEST CORNER OF CALIFORNIA AVE AND  
3RD AVENUE (APN 031-201-005), AUTHORIZING FINANCE DIRECTOR TO  
MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND  
AUTHORIZING CITY MANAGER TO EXECUTE THE LEASE AGREEMENT  
ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL  
BY CITY ATTORNEY**

**REQUEST:**

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, approving a Lease Agreement between the City of Marina and New Cingular Wireless PCS, LLC for construction and operation of a telecommunications facility on city owned property at the northwest corner of California and 3rd avenue; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager to execute the Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

**BACKGROUND:**

Cellular telephone coverage in the former Fort Ord area of Marina is lacking in comparison to other areas of the City. Residents, businesses and visitors have expressed an interest in increasing the cellular telephone coverage in the former Fort Ord area over the past few years.

New Cingular Wireless has commissioned Epic Wireless Group to locate a new telecommunications facility in the general vicinity of California Avenue and Imjin Parkway to address gaps in the AT&T coverage in the area of Sea Haven, Preston and Abrams Parks, the Dunes, and the southeastern part of Central Marina.

Currently, a telecommunications facility operated by T-Mobile exists on the property located at the southeast corner of Imjin Parkway and California Avenue. Staff has been informed by a National Parks Service representative that this facility will not be able to be renewed when the lease is up in 2029. The property was deeded by the Army to the City with restrictions on the uses that it can be used for. A telecommunications facility has been determined to not be an allowable use and the existing facility was allowed in error in 2004.

To solve the issue with T-Mobile losing its coverage in the area in 2029 when its lease expires, staff suggested that Epic Wireless consider a tower that could serve both AT&T and T-Mobile customers to expand the access of telecommunications coverage and reduce the number of towers constructed in the area.

Staff performed a field survey in concert with the Epic Wireless, to assist with finding a feasible site for a new telecommunications facility that meets the needs of the carriers, accommodates for future development in the area, does not require the removal of trees, and avoids existing infrastructure and easements. After site assessments, the location near the corner of 3<sup>rd</sup> Avenue and California Avenue on the former Cypress Knolls property was chosen as the most viable candidate.

Epic Wireless submitted an application for a Conditional Use Permit to construct an eighty-nine-foot tall monopine facility that exceeds the height limitation of the single-family residential zone. The application was heard by the Planning Commission on May 25, 2023, and approved. Condition of Approval No. 19 required that the applicant be issued a Lease with the City for the City-owned property for the Permit to be valid. The Planning Commission Resolution is included as included as **EXHIBIT “A”**, and contains the following supporting documentation:

- Conditions of Approval
- Plan Set 10/24/2022
- Cypress Knolls Project Area Environmental Survey from 10/12/2022
- Radio Frequency Emissions Compliance Report For AT&T Mobility 1/3/2023
- LTE 700 Coverage Maps 12/21/2022
- Photo Simulations from 3/4/2023

#### **ANALYSIS:**

The Planning Commission’s role in reviewing the proposed telecommunications facility was to hold a public hearing and consider approval of a Conditional Use Permit for the height of the facility and design characteristics. The City Council is charged with considering the issuance of a lease agreement to allow for the telecommunications facility to be located on City-owned property. Staff and the City Attorney’s Office have worked with the applicant to develop a lease document that contains the rates, terms and other necessary provisions for the City Council’s consideration. The proposed Lease is included as **“EXHIBIT B”**.

The terms of the proposed lease consist of the following.

|                    |                                                                       |
|--------------------|-----------------------------------------------------------------------|
| Initial Base Rent  | \$2,900.00 per month                                                  |
| Added Carriers     | \$500 per month plus new ground lease rate for the additional carrier |
| New Escalation     | 2% annually                                                           |
| New Initial Term   | 60 months (5 years)                                                   |
| # of Renewal Terms | 4                                                                     |
| Total Term         | 25 years                                                              |

As noted in the Background, staff worked with the applicant to ensure maximum use of the tower and provided the expanded telecommunications coverage that has been desired in the recent past. Additional carriers that collocate on the proposed tower would pay an additional \$500 per month through the proposed lease. In addition, new carriers that collocate on the tower will require additional ground space for equipment and will need to enter a lease with the City for the additional ground space separately. Through these provisions, a second tenant could generate up to twice the revenue the City would receive from AT&T alone, without an additional tower needing to be constructed. If a third carrier wishes to expand its coverage in the area as well, the revenue would increase again.

**FISCAL IMPACT:**

Should the City Council approve this request, the beginning annual rent revenue to the City for one tenant will be \$34,800.

**CONCLUSION:**

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

Respectfully submitted,

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Matt Mogensen  
Assistant City Manager  
City of Marina

**REVIEWED/CONCUR:**

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Layne Long  
City Manager  
City of Marina

RESOLUTION NO. 2023-

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023- , APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND NEW CINGULAR WIRELESS PCS, LLC FOR CONSTRUCTION AND OPERATION OF A TELECOMMUNICATIONS FACILITY ON CITY OWNED PROPERTY AT THE NORTHWEST CORNER OF CALIFORNIA AVE AND 3RD AVENUE (APN 031-201-005), AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, residents, businesses and visitors have expressed an interest in increasing the cellular telephone coverage in the former Fort Ord area over the past few years; and,

WHEREAS, New Cingular Wireless has commissioned Epic Wireless Group to locate a new telecommunications facility in the general vicinity of California Avenue and Imjin Parkway to address gaps in the AT&T coverage in the area of Sea Haven, Preston and Abrams Parks, the Dunes, and the southeastern part of Central Marina; and,

WHEREAS, Epic Wireless submitted an application for a Conditional Use Permit to construct an eighty-nine-foot tall monopine facility that exceeds the height limitation of the single family residential zone. The application was heard by the Planning Commission on May 25, 2023, and approved. The Planning Commission Resolution is included as included as **EXHIBIT “A”**; and

WHEREAS, staff and the City Attorney’s Office have worked with the applicant to develop a lease document that contains the rates, terms and other necessary provisions for the City Council’s consideration. The proposed Lease is included as **“EXHIBIT B”**, and contains the following:

|                    |                                                                       |
|--------------------|-----------------------------------------------------------------------|
| Initial Base Rent  | \$2,900.00 per month                                                  |
| Added Carriers     | \$500 per month plus new ground lease rate for the additional carrier |
| New Escalation     | 2% annually                                                           |
| New Initial Term   | 60 months (5 years)                                                   |
| # of Renewal Terms | 4                                                                     |
| Total Term         | 25 years                                                              |

WHEREAS, initial annual rent revenue to the City will be \$34,800 in the first year.

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

1. Adopt Resolution No. 2023- , approving a Lease Agreement between the City of Marina and New Cingular Wireless PCS, LLC for construction and operation of a telecommunications facility on city owned property at the northwest corner of California and 3rd avenue; and
2. Authorize the Finance Director to make necessary accounting and budgetary entries; and

3. Authorize the City Manager to execute the Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15<sup>th</sup> day of August 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

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Bruce C. Delgado, Mayor

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Anita Sharp, Deputy City Clerk

## RESOLUTION NO. 2023-13

CONSIDER ADOPTING A RESOLUTION OF THE PLANNING COMMISSION APPROVING A CONDITIONAL USE PERMIT NO. CUP22-02 TO CONSTRUCT A NEW EIGHTY-NINE FOOT TALL “MONOPINE” WIRELESS FACILITY LOCATED IN THE CYPRESS KNOLLS PROPERTY AT CALIFORNIA AVE AND 3RD AVE. THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW PER A CLASS 3 CATEGORICAL EXEMPTION SECTION 15303 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

WHEREAS, on November 18, 2022, the applicant applied for Conditional Use Permit No. CUP22-02 for an 89-foot “monopine” wireless facility (**Exhibit C**). A monopine is defined as a monopole disguised as a faux pine tree;

WHEREAS the proposed project is consistent with zoning and general plan as outlined in the Findings in **Exhibit A** and subject to the Conditions of Approval in **Exhibit B** incorporated herein;

WHEREAS, on October 12, 2022, Denise Duffy and Associates, Inc., conducted an environmental survey of Cypress Knolls and found no Monterey Gilia occurrences at the proposed project site (**Exhibit D**). This finding of no Monterey Gilia is consistent with prior surveys done for this area over the past twenty years;

WHEREAS, the application includes a Radio Frequency (RF) report dated January 3, 2023, prepared by a qualified individual licensed in the State of California, found that the proposed wireless facility will not expose members of the General Public to hazardous levels of RF energy at ground level or in adjacent buildings (**Exhibit E**). The application also includes a Propagation Map that shows the existing and proposed LTE 700 Coverage (**Exhibit F**); and

WHEREAS, on March 6, 2023, the applicant submitted photo simulations to the Planning Division (**Exhibit G**).

WHEREAS, the Planning Commission reviewed these items at a duly noticed public hearing on May 25, 2023;

WHEREAS, the Planning Commission finds and determines, in accordance with the California Quality Act (CEQA), that the proposed project is exempt from environmental review per a Class 3 Categorical Exemption Section 15303 of CEQA for New Construction and Conversion of Small Structures.

WHEREAS, the Planning Commission requests that the applicant work with staff to make the faux pine tree less like a cylinder and more conical to better resemble a natural tree.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina adopts a resolution approving the Conditional Use Permit No. CUP22-02 to construct a new 89’ tall faux pine tree “monopine” wireless facility located in the Cypress Knolls property at California Ave and 3rd Ave.

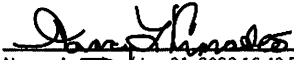
PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 25th day of May 2023, by the following vote:

AYES, COMMISSIONERS: St. John, Amadeo, Rana, Woodson

NOES, COMMISSIONERS: Hurr, Jacobson, Walton

ABSENT, COMMISSIONERS: None

ABSTAIN, COMMISSIONERS: None

  
Nancy Amadeo (Jun 21, 2023 16:49 PDT)  
Nancy Amadeo, Chair

ATTEST:

  
Guido Persicone, AICP  
Community Development Director  
City of Marina

Exhibits:

- A. Findings
- B. Conditions of Approval
- C. Plan Set 10/24/2022
- D. Cypress Knolls Project Area Environmental Survey from 10/12/2022
- E. Radio Frequency Emissions Compliance Report For AT&T Mobility 1/3/2023
- F. LTE 700 Coverage Maps 12/21/2022
- G. Photo Simulations from 3/4/2023

## EXHIBIT A

**FINDINGS****General Plan Compliance**

- 1) General Plan Policy Scenic and Cultural Resources 4.126, paragraph 3 states:

*"The visual character and scenic resources of the Marina Planning Area shall be protected for the enjoyment of current and future generations. To this end, ocean views from Highway One shall be maintained to the greatest possible extent; development on the primary ridgeline of the Marina dunes shall be avoided; new development proposed for the Armstrong Ranch should maintain an adequate setback from Highway One; landscape screening and restoration shall be provided as appropriate; new development should be sited and designed to retain scenic views of inland hills from Highway One, Reservation Road, and Blanco Road; and architectural review of projects shall continue to be required to ensure that building design and siting, materials, and landscaping are visually compatible with the surrounding areas."*

**Evidence:** The proposed project site is over 4,000 feet east of the Highway 1 corridor and south of the Reservation Rd. and Blanco Rd. corridors with undulating hills and development between. There will be no view impacts from these view corridors. Furthermore, the proposed monopine will be disguised as a pine tree to reduce visual impacts and will be placed in an area with mature vegetation.

- 2) General Plan Policy 4.6 states:

*"The urban form of Marina is quite unique, and distinguishes it from many U.S. cities. Historically, the presence of former Fort Ord along the City's southern and eastern edges, the Armstrong Ranch to the north, Monterey Bay and its adjoining public lands to the west have served to clearly distinguish the City from its surroundings. Enclosure within such strong boundaries has set the City apart both visually and functionally from neighboring built-up areas of the Monterey Peninsula."*

**Evidence:** The project is consistent with this policy in that it will be disguised as a pine tree to camouflage it with the surrounding foliage. Furthermore, the height and location will provide an area that currently has poor wireless connectivity with improved service from up to three providers.

- 3) General Plan Policy 4.14 states:

*"Future improvements along the City's major travel corridors shall be designed to build upon the positive attributes of these travel corridors so as to enhance the image of the City and make the use of these corridors more pleasurable for both motorists and adjoining residents and businesses."*

**Evidence:** The project is consistent with this policy in that the wireless facility will be setback from the road, screened and camouflaged to integrate into the natural features of California Ave. and the Cypress Knolls property.

**Zoning Ordinance Compliance****Required Findings – Use Permit**

For Conditional Use Permits, the Planning Commission must make specific findings pursuant to Zoning Ordinance Section 17.58 (Use Permits).

- 1) *That the establishment, maintenance, or operation of the use or building applied for will not under the circumstances of the case, be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use.*

*Evidence:* The proposed wireless facility project is consistent with this finding in that it will be safe, provide a service to the surrounding residents and provide better connectivity for residents, motorists, and public safety personnel, which will benefit the general welfare of the area. The RF Report confirms compliance with FCC exposure guidelines.

- 2) *That the establishment, maintenance, or operation of the use or building applied for will not under the circumstance of the particular use be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.*

*Evidence:* The proposed project is consistent with this finding in that it will not be detrimental or injurious to persons or property and it will improve the wireless coverage for a large area of the city.

- 3) *The proposal will promote the orderly growth of the community; facilitate the continual upgrading of the community; preserve the natural beauty of Marina while simultaneously protecting the rights of property, and the right of individuals to live, work, and visit a city that is free from the blight.*

*Evidence:* The proposed project is consistent with this finding because it will be integrated into the landscape, be placed next to existing trees, and will ensure that the residents will benefit from improved wireless connectivity for the area.

- 4) MMC Section 17.42.060.B Height states:

*"Towers, poles, water tanks, and similar structures may be erected to a greater height than the limit established for the district in which they are to be located, subject to securing a use permit and, in the Coastal Zone, a coastal permit in each case."*

*Evidence:* The allowed height in the R-1 zone is 30'. The proposed height of eighty-nine (89) feet for the wireless facility is necessary for three wireless carriers to collocate on this monopine. Therefore, the increased height reduces the number of additional towers needed to cover the same area. Further, this area has poor wireless service and there is another wireless facility approximately a half mile from the proposed location that is scheduled to be decommissioned within five years. Therefore, the height of the proposed wireless facility is necessary to ensure that members of the public and safety personnel will have reliable coverage in this area.

***CEQA Environmental Analysis - Public Resources Code (21000–21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387)***

The City of Marina Planning Division determined that this project is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) under Section Class 3, Section 15303 - New Construction and Conversion of Small Structures, based on the following findings:

The proposed project includes the development of a new wireless facility on the eastern edge of the City's Cypress Knolls property near the intersection of California Ave. and 3<sup>rd</sup> Ave. The proposed project is intended to improve wireless communication capabilities in the vicinity. The facility is proposed to be 89 feet (ft) above adjacent grade with a fenced lease area of approximately 900 square feet (sf). The project includes the removal of a dead Cypress tree as it is located within the proposed lease area. The lease area includes an eight (8) ft solid sound wall for security purposes. The tower is designed to resemble a pine tree ("monopine") to blend in with the surrounding site character. The facility will be equipped with a standby generator that will be within the enclosed fence. It will only be operated for approximately 15 minutes per week during normal business hours for maintenance purposes, and during power outages and disasters. The noise frequencies of the generator are consistent with the permitted frequencies in the R-1 Zoning District. The facility will have shielded motion sensor lights by the door on the equipment shelter for servicing the equipment. Therefore, there will be no light or glare impacts to surrounding properties or the sky from the proposed project.

The project is categorically exempt under Class 3, New Construction or Conversion of Small Structures, having met the qualifying criteria provided under CEQA Guidelines Section 15303. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. Section 15303 provides some, but does not limit project scope to, examples of such structures. While wireless facilities are not explicitly included in this list, the proposed project is comparable in scope and function to those structures listed, which, in summary, include single family homes and duplexes, commercial developments within the range of 2,500-10,000 square feet (sf) of floor area, utility extensions and improvements, accessory structures such as garages, and sterilization units for medical waste treatment. In addition, with adherence to existing regulations for Cypress Knolls Environmental Impact Report (SCH 2004081113), and the Cypress Knolls Sand Gilia report from October 10, 2022 (EXHIBIT D), that shows that there are no sensitive species in this area, the construction of the project would not result in impacts to environmental resources. As such, the proposed project would be considered a New Construction of a Small Structure and would be exempt under a Class 3 Categorical Exemption.

#### CEQA Guidelines Section 15300.2 – Exceptions to the Categorical Exemptions

- (a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located - a project that is ordinarily insignificant in its impact on the environment may, in a particularly sensitive environment, be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The approximately 188-acre Cypress Knolls property is developed with 230 duplexes that were previously used as military housing. The housing has deteriorated and is now in a dilapidated state. An Environmental Impact Report (EIR) was certified by the City in 2006 which analyzed the redevelopment of the site for residential use (link: <https://www.cityofmarina.org/200/Cypress-Knolls>). This project was never developed. A review of the certified EIR concludes that the proposed project will not result in the loss of Maritime Chaparral habitat. Furthermore, the project site is outside of the area of mapped Sand Gilia (*Gilia tenuiflora ssp. arenaria*) which is federally listed as an endangered species and listed as a threatened species by the State of California. Furthermore, the site was surveyed in 2022 for Sand Gilia and none were identified within 200' of the project site (EXHIBIT D).

- (b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The main function of the proposed wireless facility as described in the project description is to improve wireless connectivity for the surrounding area. This function is achieved by sending wireless signals from the top of the monopine. The report dated January 3, 2023, prepared by David H. Kiser, Registered Professional Engineer (Electrical) from Waterford Consultants, LLC found that the proposed wireless facility will not expose members of the General Public to hazardous levels of RF energy at ground level or in adjacent buildings (Exhibit E). Further, the nearest cell tower is half a mile, so there will be no cumulative impact for successive projects of the same type.

- (c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The proposed wireless facility does not have a significant effect on environment. The project is located in an area that consists of low, undulating hills. The proposed building location is flat. The monopine will have no visual impacts to scenic vistas, views of historic buildings within a scenic highway, or views of rock outcroppings. Further, as stated above, there will be no significant effect to a sensitive environment such as Monterey Sand Gilia, because there is none present within two-hundred feet of the site.

- (d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

The proposed wireless facility does not have a significant effect on environment. The project is in an area that is mostly flat with low hills. The monopine will have no visual impacts to scenic vistas, views of historic buildings within a scenic highway, views of trees within a scenic highway, or views of rock outcroppings.

- (e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the

**Government Code.**

The proposed wireless facility will only be accessed for maintenance and testing. The 2006 CK EIR analyzed existing conditions at the time noting that there is development on this site built in the 1960s. The 230 duplexes and five feet of the surrounding soil have hazardous contaminants such as lead and asbestos. The proposed project is located approximately 110' from the nearest structure and the project will not impact any structures or the soil surrounding the structure. Therefore, there are no impacts from hazardous for this project.

- (f) **Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The proposed facility will not cause any change to the significance of a historical resource, because there are no historical resources on the site according to the 2006 Cypress Knolls EIR. Although the EIR is nineteen years old, the analysis of historical resources has not changed since the site has not been developed.

## EXHIBIT B

## CONDITIONS OF APPROVAL

1. Substantial Conformance. The project shall be developed in substantial conformance to the plans submitted on October 24, 2022, except as conditioned herein. Any deviation from approvals must be reviewed and approved by staff and may require Planning Commission approval and further CEQA review.
2. Indemnification. The Owner/Applicant shall agree as a condition of approval of this project to defend, at its sole expense, indemnify and hold harmless from any liability, the City and reimburse the City for any expenses incurred resulting from, or in connection with, the approval of this project, including any appeal, claim, suit or legal proceeding. The City may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve the applicant of its obligations under this condition.
3. Building Permits. Review and approval by the Public Works, Fire and Building Departments are required prior to issuance of a Building Permit. Work taking place in the public right-of-way shall require an Encroachment Permit prior to issuance of the building permit. The equipment shall be installed, maintained, and operated in compliance with all applicable public health and safety regulations, which includes without limitation all building codes, electrical codes, pole installation regulations and regulations for exposure to RF emissions. All permits must be obtained from the Marina Building Department prior to commencement of any construction activities.
4. Permit Expiration. This permit will expire and be null and void unless a valid building permit has been applied for within twelve (12) months from the date of approval by the final approval body. The applicant may apply for an extension of this permit by submitting an extension request application and applicable fees, no less than 30 days prior to expiration date to the Community Development Director for action by the authorizing body. No renewal notice will be sent to the applicant or property owner.
5. Terms and Conditions. These terms and conditions shall run with the land, and it is the intention of the Planning Commission and the Permittee to bind all permittees of the subject property to the terms and conditions, unless amended. Amendments to this permit may be achieved only if an application is made, and the Planning Commission or if applicable the City Council approves, any such amendments pursuant to the Zoning Code regulations.
6. Conditions of Approval in Plans. All conditions of approval for the Planning permit shall be included on the second page of the construction plan set submitted to the Building Department. If the conditions cannot fit on the second page then they may extend to the third page of the plan set.
7. Traffic Control Plan. If temporary closure of California Avenue or other public right-of-way is required for construction and/or staging, the permittee shall receive an encroachment permit from the Public Works Department which includes a traffic control

plan to be approved by the City Engineer.

8. Federal Communications Commission (FCC) Compliance. The facility shall be operated in full compliance at all times with applicable FCC guidelines and regulations. Warning signs shall be posted in compliance with FCC guidelines and requirements and to notice about potential exposure to RF emissions.
9. Signage. No logos, signs or other forms of advertising are permitted to be installed on antennas or related equipment, with the exception of warning signs and point of contact information signs as noted above.
10. Lighting. The Community Development Director or designee or the Planning Commission on appeal shall retain the right to require reduction in the intensity of illumination after the installation of any illuminated sign if said illumination creates any undue public nuisance.
11. Ongoing Operational Safety Requirements.
  - a. The gate shall be locked, and the fence shall be securely maintained to ensure that unauthorized personnel do not access the area;
  - b. RF alerting signage at the base of the Monopole and restricting access to authorized climbers that have completed RF safety training is required for Occupational environment compliance; and
  - c. Post RF alerting signage with contact information (Caution 2B) at the base of the Monopole to inform authorized climbers of potential conditions near the antennas. These recommendations are depicted in Figure 2 of the EME Report (Exhibit E).
12. Reports. The permittee shall submit an annual monitoring report prepared by a California licensed electrical engineer to the Community Development Department for the purpose of demonstrating that the facility is in full compliance with guidelines and regulations established by the FCC regarding radio frequency emissions. The first report shall be due one year from final approval of the building permit required for installation of the equipment.
13. Maintenance. The project site and monopine including the foliage shall be maintained over time to the standards set forth by this permit or risk revocation of the Conditional Use Permit as directed in Section 17.58.060 of the Marina Municipal Code (MMC). Performed maintenance shall be incorporated into annual monitoring reports.
14. Hazardous Material Business Plan (HMBP). After the building permit final, applicant shall submit a HMBP for the diesel fuel for the emergency backup generator and batteries to the County of Monterey's Health Department's Certified Unified Program Agency.
15. Equipment. No additional antennas or related equipment may be installed without prior approval from the Community Development Department. The permittee shall remove antennas and equipment that have not been in service for a continuous period of one (1)

year.

16. Archeology and Inadvertent Discovery. When human remains or other cultural artifacts are exposed, the Health and Safety Code § 7050.5 requires that no further excavation or disturbance occurs in the area and that the county coroner is called so that the coroner can verify that the remains are not subject to medical jurisprudence. Within 24 hours of notification, the coroner calls the Native American Heritage Commission if the remains are known or thought to be Native American. The Native American Heritage Commission selects the Most Likely Descendant (MLD) from a rotating list of MLDs. The MLD has 24 hours to respond. All work will halt with a 50-yard radius until an osteologist can examine the remains, and a treatment plan for any said remains has been provided according to the MLD.
17. Cultural and/or Archaeological Artifacts. If such artifacts are unexpectedly discovered during ground disturbing activities, work shall be halted until the item(s) can be evaluated by a qualified professional archaeologist. If the find is determined to be significant, appropriate mitigation will be formulated, with the approval of the lead agency, and implemented prior to recommencement of work.
18. Road, Sidewalk, and Landscape Condition. All affected roads, sidewalks, and landscape shall be restored to original or better condition.
19. Lease Agreement. This permit shall be valid upon the authorization of a lease agreement between the applicant and the City of Marina.
20. Planning Commission Condition. The applicant work with staff to make the faux pine tree less like a cylinder and more conical to better resemble a natural tree prior to the issuance of a Building Permit.
21. Permit Authorization and Signature. The Use Permit is not valid, and construction shall not commence until the below affidavit is signed and the approved Conditions are returned to the Community Development Department.
  - a. I attest to the truth and correctness of all the facts, exhibits, maps, and attachments presented with and made a part of the application for the wireless facility project located at California Avenue and 3<sup>rd</sup> Ave.
  - b. I understand and agree to implement all conditions throughout the duration of the project.
  - c. I acknowledge that any changes to the conditions of approval would require modification of the conditional use permit by the approval authority.

Applicant's Name:

Applicant's Signature:

Date:

- d. I am the lease holder for the proposed wireless facility site that is involved in this project, and I authorize the person named above to act on my behalf throughout the duration of the project.

Lease Holder's Name (or authorized agent):

Lease Holder's Signature:

Date:

**EXHIBIT C – Site Plan and Plan Set**  
**EXHIBIT D – Cypress Knolls Project Area Environmental Survey**  
**EXHIBIT E – Radio Frequency Emissions Compliance Report For AT&T Mobility**  
**EXHIBIT F – LTE 700 Coverage Maps**  
**EXHIBIT G – Photo Simulations**  
**(Under separate cover)**

**Exhibit C**



**FA CODE: 15923553**  
**PACE: MRSFR095755**  
**ORACLE: PTN: 31701A15XB6**  
**USID: 323584**

**EPIC**  
**WIRELESS GROUP LLC**  
*Connecting a Wireless World*

**SITE NUMBER: CCL05573**  
**SITE NAME: IMJIN PARKWAY**  
**ADDRESS: CALIFORNIA AVENUE & IMJIN PARKWAY**  
**SITE TYPE: MONOPINE**

**LEASE AREA DESCRIPTION**

AT&T WIRELESS PROPOSES TO CONSTRUCT AN UNPAVED TELECOMMUNICATIONS FACILITY. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INSTALL (1) PROPOSED AT&T 30'X40' ALL-SIDE/ALL-LEASE AREA (400W)
- INSTALL PROPOSED AT&T POWER/TELECOM/STAKE TO SITE LOCATION
- INSTALL (1) PROPOSED AT&T PRE-FABRICATED SHELTER
- INSTALL (1) PROPOSED AT&T UPS ANTENNA MOUNTED ON SHELTER
- INSTALL (2) PROPOSED AT&T W-FRAME
- INSTALL (2) PROPOSED AT&T BACKUP EMERGENCY GENERATOR
- INSTALL (2) PROPOSED AT&T FIBER TRUNK (1) PER SECTOR
- INSTALL (2) PROPOSED AT&T CABLE RAY MOUNTED ON (P) W-FRAME
- INSTALL (2) PROPOSED AT&T POWER PETER MOUNTED ON (P) W-FRAME
- INSTALL (2) PROPOSED AT&T GENERATOR ATS MOUNTED ON (P) W-FRAME
- INSTALL (2) PROPOSED AT&T MONOPINE
- INSTALL (2) PROPOSED AT&T PANEL ANTENNAS
- INSTALL (2) PROPOSED AT&T KRUS
- INSTALL (2) PROPOSED AT&T SURGE SUPPRESSORS

**DIRECTIONS TO SITE**

FROM R&D EXECUTIVE PARKWAY, SAN RAMON, CA

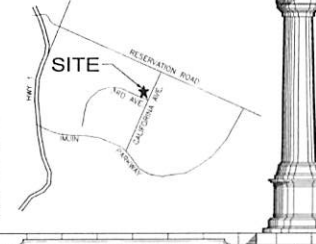
1. HEAD EAST, TURN RIGHT ONTO EXECUTIVE PARKWAY
2. USE THE RIGHT 2 LANES TO TURN RIGHT ONTO ROLLINGER RD
3. USE THE RIGHT LANE TO MERGE ONTO I-480 S VIA THE RAMP TO SAN JOSE
4. MERGE ONTO I-480 S
5. USE THE RIGHT 3 LANES TO TAKE EXIT 18 TO MERGE ONTO US-101 S
6. TOWARD LOS ANGELES
7. TAKE EXIT 35B FOR CA-156 W TOWARD MONTEREY/PENINSULA
8. CONTINUE ONTO CA-156 W
9. CONTINUE ONTO CA-156 W
10. TAKE EXIT 40B FOR I-580 N
11. TURN LEFT ONTO I-580 N
12. TURN LEFT ONTO I-580 N
13. THE SITE DESTINATION WAGON WILL BE ON YOUR LEFT
14. S&D AVE, MARINA, CA 90333

**APPLICABLE CODES**

ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODES INCLUDING BUT NOT LIMITED TO:

1. 2014 CALIFORNIA ADMINISTRATIVE CODE (CAC)
2. 2014 CALIFORNIA BUILDING CODE (CBC)
3. 2014 CALIFORNIA ELECTRICAL CODE (CEC)
4. 2014 CALIFORNIA MECHANICAL CODE (CMC)
5. 2014 CALIFORNIA PLUMBING CODE (CPC)
6. 2014 CALIFORNIA PLUMBING CODE (UPC)
7. 2014 CALIFORNIA HISTORICAL BUILDING CODE (CHBC)
8. 2014 CALIFORNIA FIRE CODE (CFC)
9. 2014 CALIFORNIA EXISTING BUILDING CODE (CEBC)
10. 2014 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN)
11. 2014 CALIFORNIA REFERENCED STANDARDS CODE (CRSC)

**VICINITY MAP**



**CLIENT APPROVALS**

ARCHITECTS

MITCHELL J. ARCHITECTURE  
6885 WINDSOR COURT, SUITE 110  
SAN DIEGO, CA 92121  
TEL: (619) 450-5100  
FAX: (619) 450-5140

CONTACT: JOSEPH BOGAJCEVIC  
EMAIL: JOSEPH.BOGAJCEVIC@MITCHELLJ.COM (PROJECT MANAGER)  
MOBILE: (619) 708-8873

**SITE ACQUISITION**

EPIC WIRELESS GROUP, LLC  
400 CORDILLER DR, STE 100  
FOLSOM, CA 95630  
ATTN: MARK LOUGHRAN  
PHONE: 916-203-4047  
EMAIL: MARK.LOUGHRAN@EPICWIRELESS.NET

**CONSTRUCTION MANAGER**

EPIC WIRELESS GROUP, LLC  
ATTN: ANDREW PEDRA  
PHONE: 916-203-4047  
EMAIL: ANDREW.PEDRA@EPICWIRELESS.NET

**RF ENGINEER**

AT&T MOBILITY  
500 EXECUTIVE PARKWAY  
SAN RAMON, CA 94583  
ATTN: ERIC GONZALEZ  
EMAIL: ERIC.GONZALEZ@ATT.NET

**ELECTRICAL ENGINEER**

T.B.D.

**STRUCTURAL ENGINEER**

T.B.D.

**CIVIL ENGINEER**

QUALTEK WIRELESS  
ATTN: MATTHEW STEWART  
PHONE: 707-922-0683  
EMAIL: MSTEWARD@QUALTEKWIRELESS.COM

**REVISIONS**

| No. | Revision / Issue | Date     |
|-----|------------------|----------|
| 1   | REV. 2D          | 10-03-12 |

**S.O.W. DESCRIPTION**

MCMXCVIII

**PROJECT SUMMARY**

MCMXCVII

**CONSULTANT TEAM**

MCMXCVII

**SHEET INDEX**

MCMXCVII

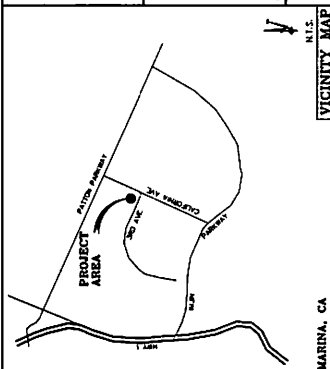
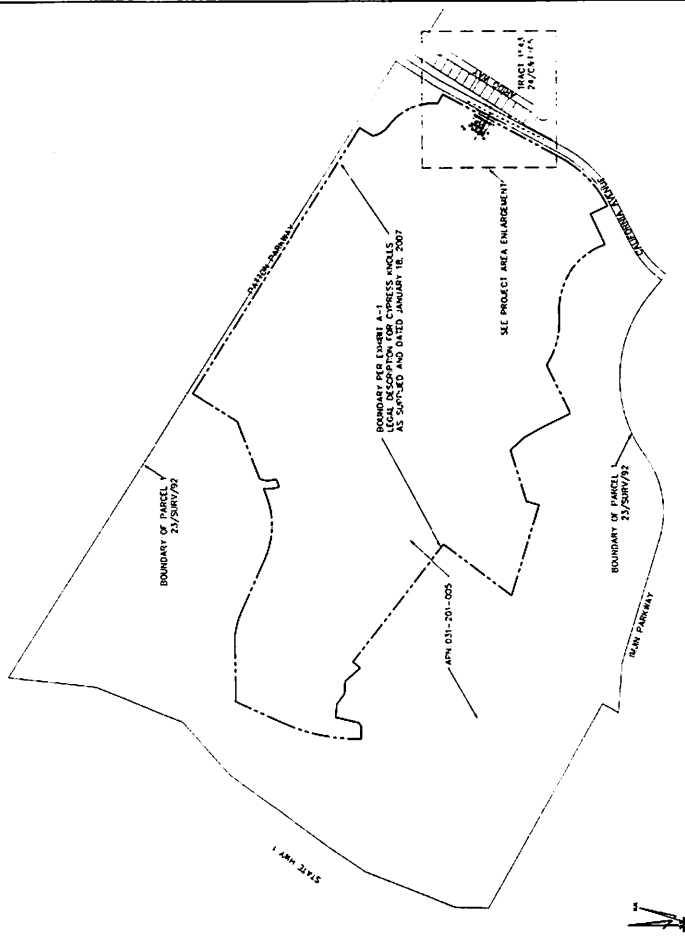
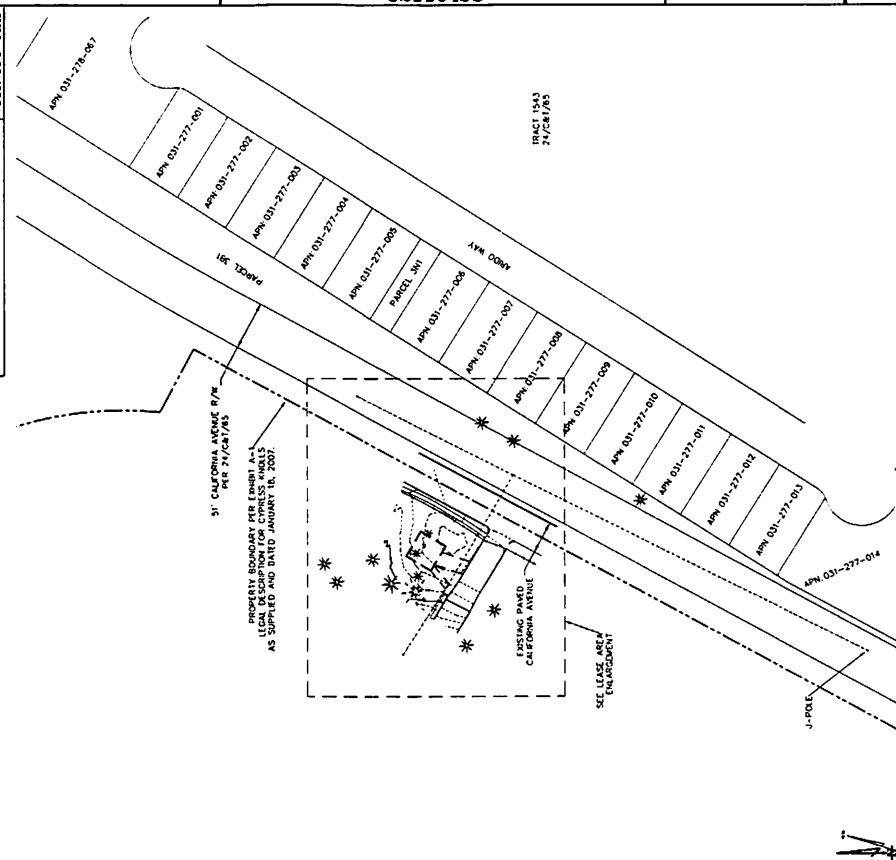
**AT&T**  
**CCL05573**  
**IMJIN PARKWAY**  
**MARINA, CA 90333**

**MITCHELL J. ARCHITECTURE**  
**architect**

**G-1**

|     |          |                 |
|-----|----------|-----------------|
| RDV | 09-16-72 | DRIVING SUBJECT |
| RDV | 11-30-67 |                 |
| RDV | 12-08-72 | LEAST AREA WOB. |
| RDV | 11-30-67 | N. ROAD         |
| RDV | 10-18-72 | STATE CHANGE    |
| RDV |          |                 |
| RDV |          |                 |
| RDV |          |                 |

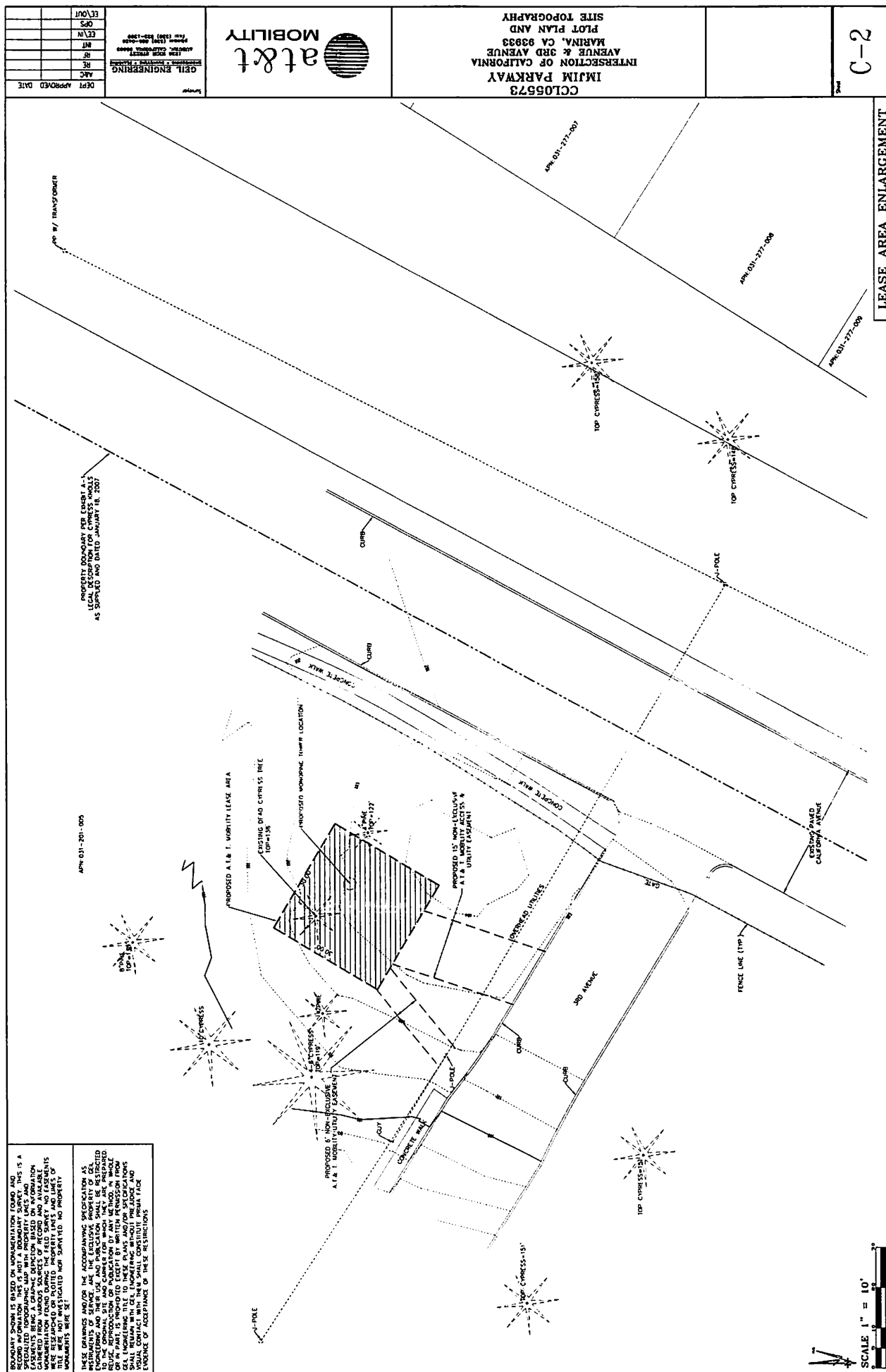
IMJIM PARKWAY  
INTERSECTION OF CALIFORNIA  
AVENUE & 3RD AVENUE  
MARINA, CA 93933  
PLOT PLAN AND  
SITE TOPOGRAPHY

[illegible][illegible]

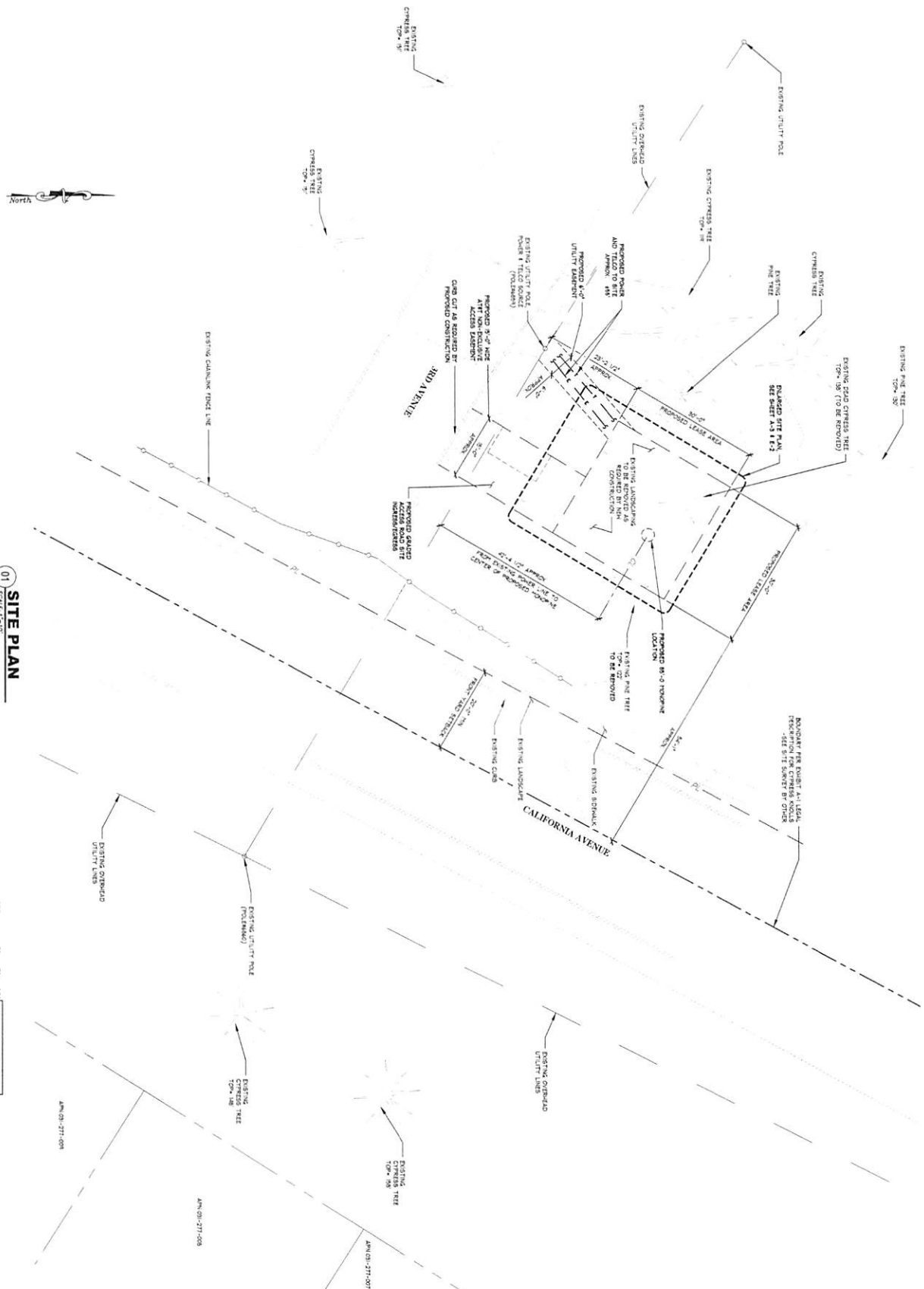
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| DATE OF SURVEY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 09-15-22        |
| SURVEYED BY OR UNDER DIRECTION OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | KENNETH D. GEL. |
| RCE #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 14803           |
| LOCATION IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |
| BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORDS ON HAND. THIS IS NOT A BEARDED SURVEY.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |
| ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.C.S. MEAN SEA LEVEL ABOVE MEAN SEA LEVEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |
| NEAD NEW COMPLETION; SUBMITAL 2' FROM ELEVATIONS SHOWN.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |
| CONTOUR INTERVAL: 1'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |
| CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |
| ASSESSOR'S PARCEL NUMBER: 031-201-005                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |
| CITY OF MARINA OWNERS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |
| BOUNDARY SHOWN IS BASED ON MONUMENTATION (ROUND AND TRIANGULAR) AND AN ADJACENT MAP WITH PROPERTY LINES. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND MONUMENTS DOING A GRAPHIC DEPICTION BASED ON INFORMATION PROVIDED BY THE CITY OF MARINA. THIS MAP IS NOT A BEARDED SURVEY. REPRODUCTION OF PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, WITHOUT WRITTEN PERMISSION OF THE CITY OF MARINA, IS PROHIBITED. THIS MAP DOES NOT REPRESENT ANY SPECIFICATIONS OR WARRANTIES MADE BY THE CITY OF MARINA. THE USER SHALL RETURN WITH GEL ENGINEERING WITHOUT PRELIMBRY AND WITHOUT LIABILITY FOR ACCEPTANCE OF THESE RESTRICTIONS. |                 |

|                                                                                                                                      |                 |                                                                       |                                                               |                                  |                                                   |                                                                                                                  |                                                                                                                         |                                                        |                                                                                                                                                                                                                                                                                                                                                                                           |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Gel Engineering & Surveying * Planning<br>1236 High Street<br>San Simeon CA 94031-5015<br>Phone: (833) 883-0428 • Fax (833) 883-1309 | A.T.A. MOBILITY | Project Number/Name:<br>Interpretation of California Avenue & 3rd Ave | Project Site Location:<br>1236 High Street<br>Monterey County | Date of Observation:<br>09-15-22 | Type of Antenna Mount:<br>Proposed Monopole Tower | Coordinates (Low Station)<br>NAD83<br>Longitude: W 121° 47' 30.02" (NAD83)<br>Latitude: N 36° 40' 12.81" (NAD83) | Client/Projector Used to Obtain Coordinates:<br>Temple Railroad<br>W. 3rd, and processed with geomatic Office software. | Elevation of Ground at Structure (NAVD83)<br>103' AUSL | CERTIFICATION: I, the undersigned, being a duly qualified, licensed surveyor, do hereby certify that the foregoing is based on a field survey done under my supervision and that the accuracy of these elevations meet or exceed 1"-A Standard as set forth in the California Professional Land Surveyors Act and that they are true and accurate to the best of my knowledge and belief! | Kenneth D. Gel California RCE 14803 |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|







01 SITE PLAN



**A-2**

**Mitchell J Architecture**

**SITE PLAN**

**CCL05573**

CALIFORNIA AVENUE & MARIN PARKWAY  
MARINA, CA 93933

**AT&T**

**Mitchell J Architecture**

**Project:** CCL05573

**Date:** 10/15/03

**Drawn by:** JH

**Checked by:** JH

**AS SHOWN**

**MITCHELL J ARCHITECTURE, INC.**

4085 Ramon Court, Suite 100  
San Diego, CA 92111  
619.594.1130 (ph) / 619.594.1140 (fax)

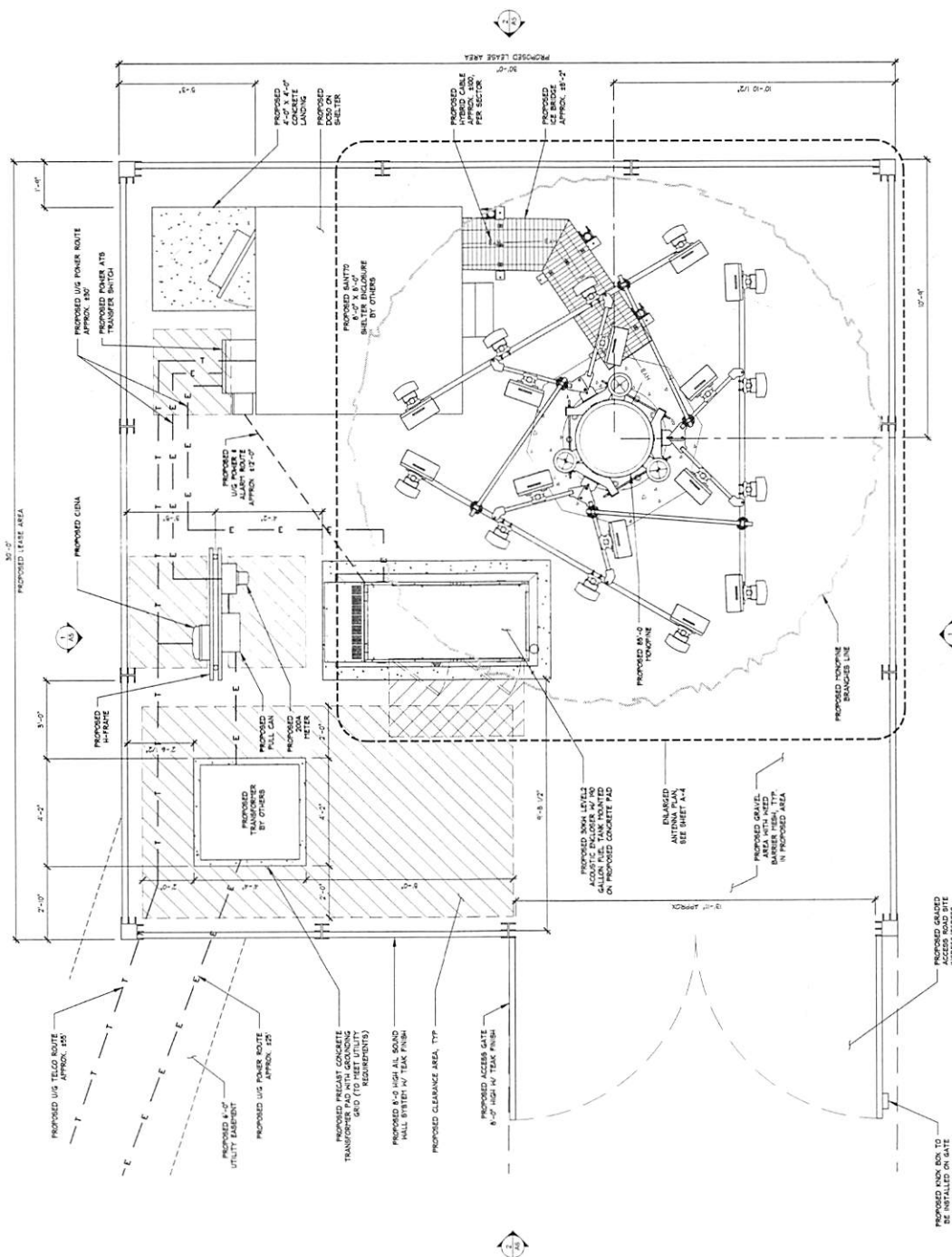
**Project Name:** CCL05573

**Date:** 10/15/03

01 ENLARG

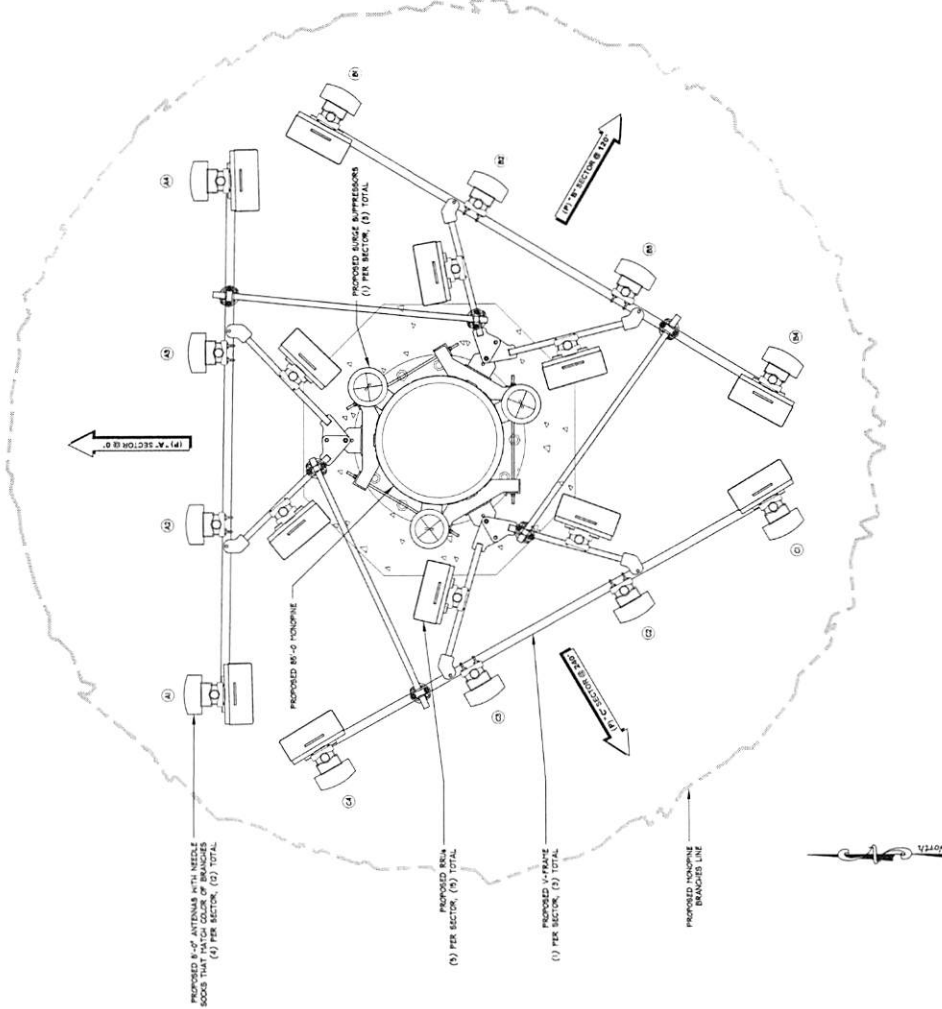
SCALE: 1/2" = 1'-0" (24x36)  
(OR) 1/4" = 1'-0" (11x17)

| LEGEND |                     |
|--------|---------------------|
| —x—    | PROPOSED ELECTRICAL |
| —y—    | PROPOSED TELCO      |
| —zz—   | PROPOSED HYBRID     |



**NOTES**

1. STRUCTURAL ANALYSIS MUST BE PERFORMED ON ALL ROOFERS, FLAGPOLES AND CABLES REFER TO STRUCTURAL ANALYSIS BY OTHERS. CONTRACTOR SHALL AFFIX ANTI-VIBRATION DEVICES TO ALL ANTENNAS. CONTRACTOR SHALL VERIFY THE LOCATION OF STRUCTURE SHALL BE MADE WITHOUT APPEAL OF STRUCTURAL ENGINEER.
2. ALL ANTENNAS ARE TO BE ESTABLISHED CLOCKWISE FROM THE TRUE NORTH ORIENTATION WITH AT&T PRIOR TO INSTALLATION OF ANTENNAS.
3. BRANCHES OF PROPOSED TREE ARE TO BEGIN AT 20'-0" FROM GROUND LEVEL.
4. (3) BRANCHES PER FOOT MINIMUM ON PROPOSED TREE.



**01 ENLARGED ANTENNA PLAN @80'-0" RAD CENTER**  
SCALE: 1/4" = 1'-0"

0.3" = 1'-0"  
SCALE: 3/4" = 1'-0" (24x30)  
TOTAL: 3/4" = 1'-0" (11x17)

| SECTOR | ANTENNA TYPE     | TECHNOLOGY | NEW ANTENNA HEIGHT | NEW ANTENNA MODEL NO. | SLUG SUPPRESSOR MODEL NO.   | TRANSMISSION CABLE |                |
|--------|------------------|------------|--------------------|-----------------------|-----------------------------|--------------------|----------------|
|        |                  |            |                    |                       |                             | GEY                | LENGTH APPROX. |
| A)     | PROPOSED ANTENNA | -          | 0'                 | -                     | 20'-0" 16'-0" 16'-0" 16'-0" | 1                  | 200'-0"        |
| B)     | PROPOSED ANTENNA | -          | 0'                 | -                     | -                           | 1                  | 200'-0"        |
| C)     | PROPOSED ANTENNA | -          | 0'                 | -                     | -                           | 1                  | 200'-0"        |
| D)     | PROPOSED ANTENNA | -          | 0'                 | -                     | -                           | 1                  | 200'-0"        |
| E)     | PROPOSED ANTENNA | -          | 120'               | -                     | 20'-0" 16'-0" 16'-0" 16'-0" | 1                  | 200'-0"        |
| F)     | PROPOSED ANTENNA | -          | 120'               | -                     | -                           | 1                  | 200'-0"        |
| G)     | PROPOSED ANTENNA | -          | 120'               | -                     | -                           | 1                  | 200'-0"        |
| H)     | PROPOSED ANTENNA | -          | 120'               | -                     | -                           | 1                  | 200'-0"        |
| I)     | PROPOSED ANTENNA | -          | 240'               | -                     | 20'-0" 16'-0" 16'-0" 16'-0" | 1                  | 200'-0"        |
| J)     | PROPOSED ANTENNA | -          | 240'               | -                     | -                           | 1                  | 200'-0"        |
| K)     | PROPOSED ANTENNA | -          | 240'               | -                     | -                           | 1                  | 200'-0"        |

NOTE TO CONTRACTOR: THE ANTENNAS ARE TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION. THE FINAL ANTENNA SPECIFICATIONS, INCLUDING HORIZONTAL AND VERTICAL ANTENNA PIRE MOUNT POSITIONING MAY BE REQUIRED.

A-5

AS SHOWN

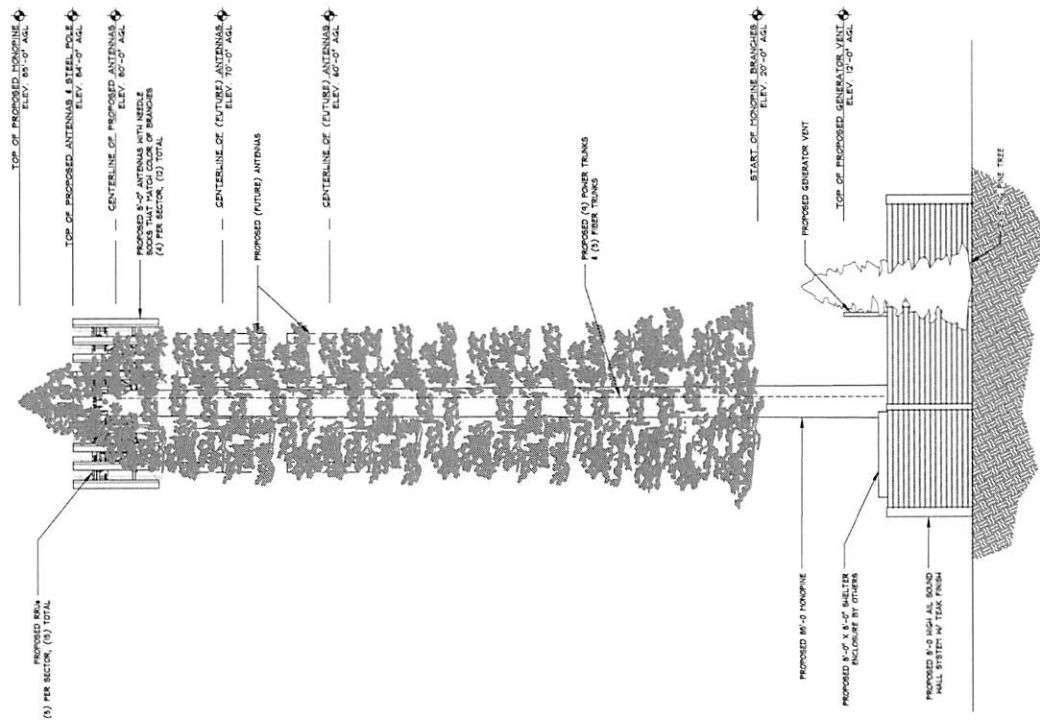
0.1 6:1 SCALE 3/16" = 1'-0" (24x36)  
(O.H.) 3/32" = 1'-0" (11x17)

02 SOUTHEAST ELEVATION  
SCALE: 3/16" = 1'-0"

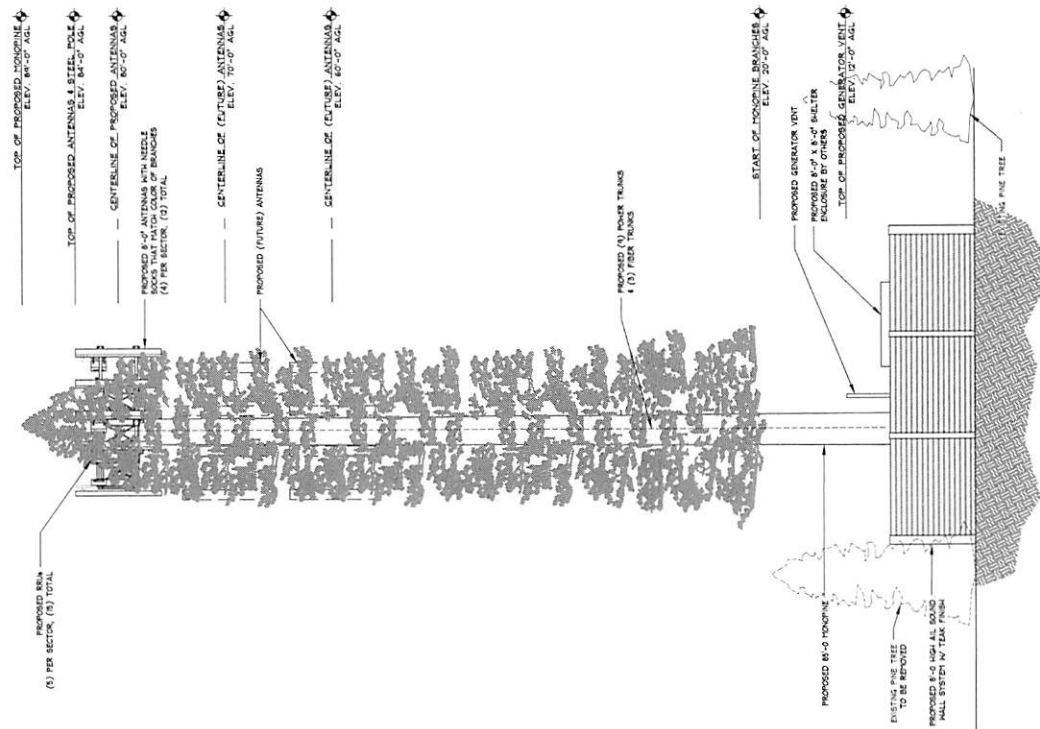
0.1 6:1 SCALE 3/16" = 1'-0" (24x36)  
(O.H.) 3/32" = 1'-0" (11x17)

01 SOUTHWEST ELEVATION  
SCALE: 3/16" = 1'-0"

- NOTES
- (1) BRANCHES PER FOOT HANGUP ON PROPOSED HANGUP
  - ANTENNAS TO BE NEEDLE BOOKED



- NOTES
- (1) BRANCHES PER FOOT HANGUP ON PROPOSED HANGUP
  - ANTENNAS TO BE NEEDLE BOOKED



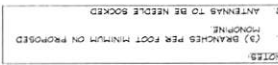
SOUTHWEST & SOUTHEAST ELEVATIONS

CCL05573  
CALIFORNIA AVENUE & DODD PARKWAY  
MARINA, CA 93933

AT&T

Mitchell J. Architecture

No. Revision Date  
3 06/20 04-22









**CCL05573**  
CALIFORNIA AVENUE & IMJEN PARKWAY  
MARINA, CA 93933



**MITCHELL J. ARCHITECTURE, INC.**  
4883 Ranson Court, Suite M  
San Diego, CA 92111  
858.650.3130 (ph) / 858.650.3140 (fax)

architecture **Mitchell J** architecture

**E-4**

**MITCHELL J. ARCHITECTURE**

| NO. | DATE     | DESCRIPTION    |
|-----|----------|----------------|
| 1   | 10-01-22 | REVISION/ISSUE |

**CCL05573**

CALIFORNIA AVENUE & DUNN PARKWAY

MARINA, CA 93933

**AT&T**

**MITCHELL J. ARCHITECTURE**

ARCHITECTS

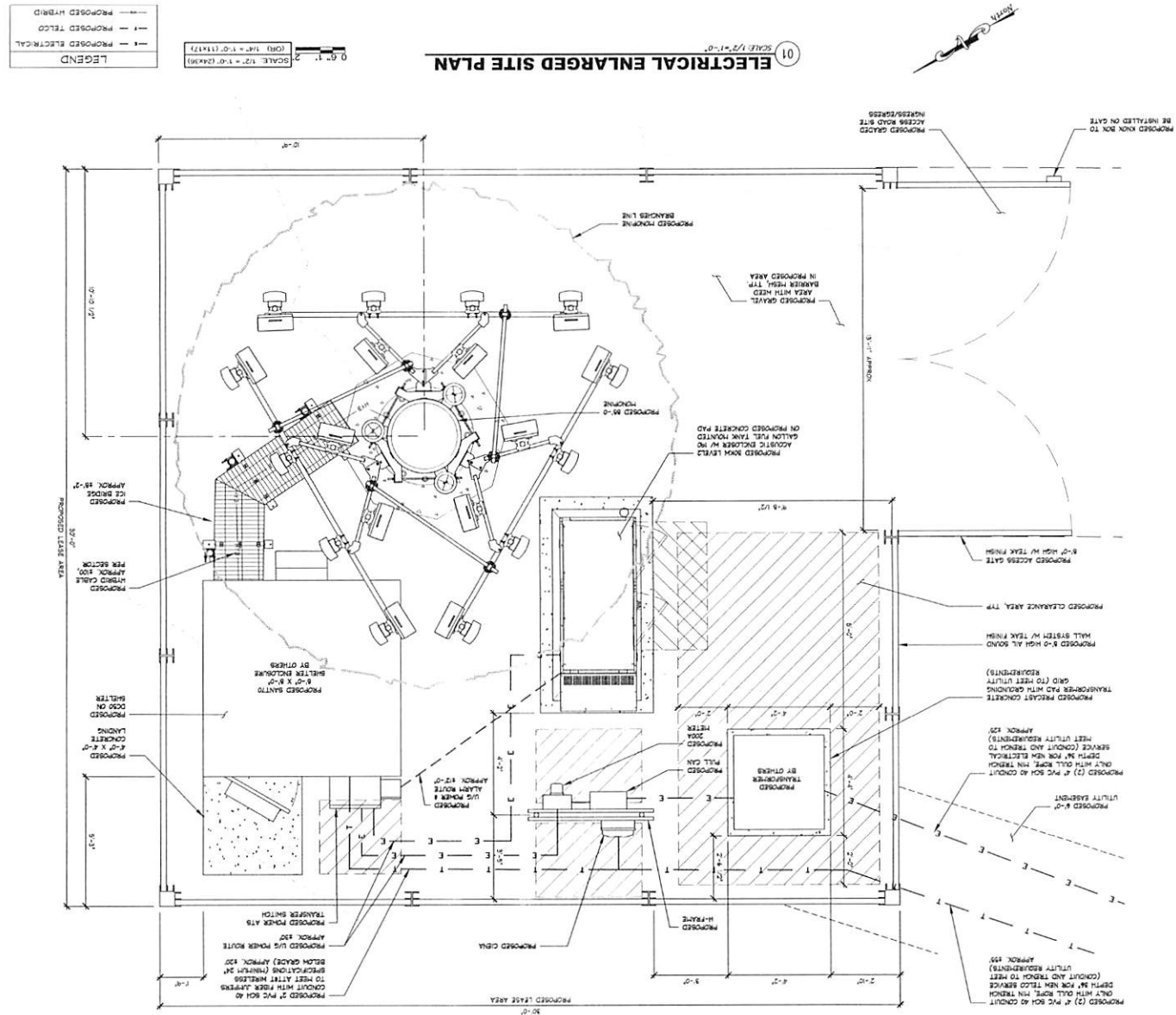
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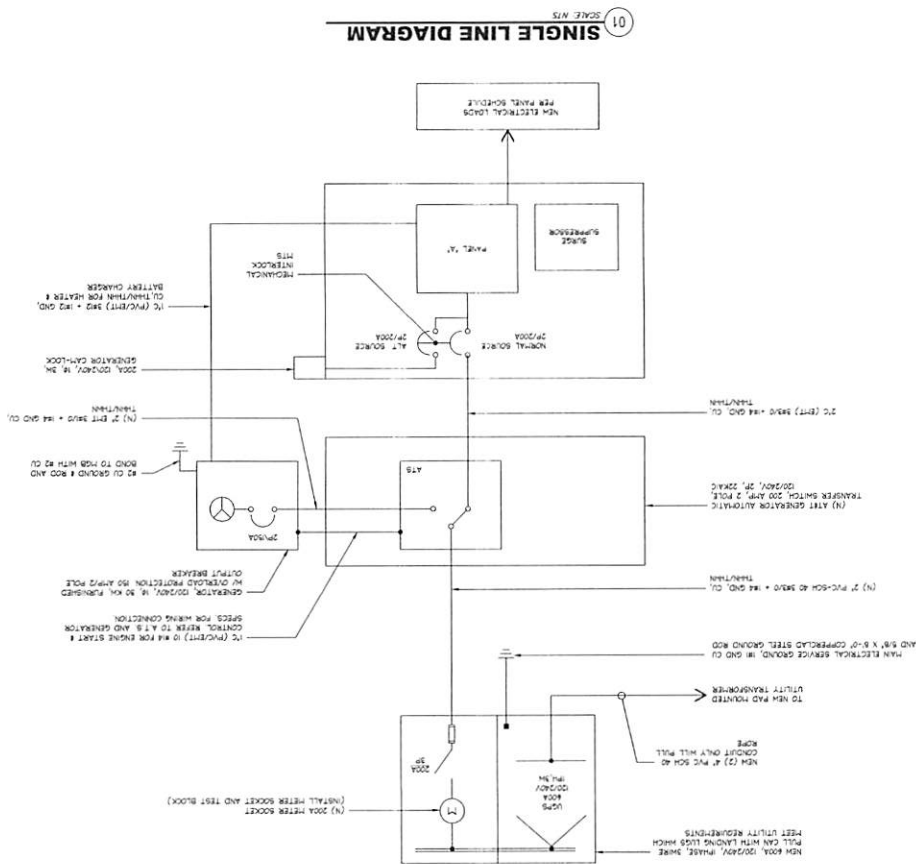
San Francisco, CA 94114

TEL: (415) 774-1111 / FAX: (415) 774-1112

**ELECTRICAL ENLARGED SITE PLAN**

**MITCHELL J. ARCHITECTURE**



[illegible]

# PCRESO 2023-13\_Cypress Knolls Wireless Facility\_05-25-23

Final Audit Report

2023-06-21

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2023-06-21                                   |
| By:             | Nick McIlroy (nmcilroy@cityofmarina.org)     |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA8Mfde00_AOT913tu9FvDt1LUktst9HA9 |

## "PCRESO 2023-13\_Cypress Knolls Wireless Facility\_05-25-23" History

-  Document created by Nick McIlroy (nmcilroy@cityofmarina.org)  
2023-06-21 - 3:36:41 PM GMT
-  Document emailed to Guido Persicone (gpersicone@cityofmarina.org) for signature  
2023-06-21 - 3:38:08 PM GMT
-  Email viewed by Guido Persicone (gpersicone@cityofmarina.org)  
2023-06-21 - 9:43:07 PM GMT
-  Document e-signed by Guido Persicone (gpersicone@cityofmarina.org)  
Signature Date: 2023-06-21 - 9:44:07 PM GMT - Time Source: server
-  Document emailed to nancyamadeo@gmail.com for signature  
2023-06-21 - 9:44:11 PM GMT
-  Email viewed by nancyamadeo@gmail.com  
2023-06-21 - 11:47:36 PM GMT
-  Signer nancyamadeo@gmail.com entered name at signing as Nancy Amadeo  
2023-06-21 - 11:48:59 PM GMT
-  Document e-signed by Nancy Amadeo (nancyamadeo@gmail.com)  
Signature Date: 2023-06-21 - 11:49:01 PM GMT - Time Source: server
-  Agreement completed.  
2023-06-21 - 11:49:01 PM GMT

## LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by the City of Marina, a municipal corporation, having a mailing address of 211 Hillcrest Avenue, Marina, CA 93933 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (“**Tenant**”).

## BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at the northwest corner of California and 3<sup>rd</sup> Avenue (APN 031-201-005), in the City of Marina, in the County of Monterey, State of California (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

### 1. LEASE OF PREMISES.

Landlord hereby leases to Tenant a certain portion of the Property containing approximately 900 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

### 2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure (“**Structure**”), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant has the right to modify, supplement, replace, expand and upgrade the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Premises in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Prior to the initial installation, or subsequent modification of the Communication Facility, Tenant will supply Landlord with plans and specifications (“**Plans**”) to be reviewed and approved by Landlord prior to commencement of construction. Landlord’s approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond thirty (30) days). Landlord’s approval right in the foregoing sentence shall include the right to approve the design, height, setbacks, and other physical and aesthetic characteristics of the proposed Communications Facility and any subsequent modification thereto, whether by Tenant or Collocator. Tenant’s proposed Communications Facility to be located on the Premises shall be designed to be a stealth facility. After approval, the Plans will be considered incorporated in this Agreement as **Exhibit 1**. If Landlord disapproves the Plans then the Tenant will provide Landlord with revised Plans, such revisions to be within Tenant’s reasonable discretion. In the event Landlord disapproves of the revised Plans, Tenant may either i) make further revisions to the Plans and submit them to Landlord for review or ii) terminate this Agreement without further liability by providing written notice to Landlord. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Tenant promptly upon request. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval when no changes to the exterior appearance of Tenant’s Communication Facility are made.

### 3. **TERM.**

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement may be renewed for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein. -. After expiration of the Third extension Term, Landlord will have the option to terminate this Agreement upon providing at least fifteen (15) months’ prior written notice to Tenant.

(c) The Initial Term and any Extension Terms are collectively referred to as the “**Term.**”

### 4. **RENT.**

(a) Commencing within ten (10) months of the Effective Date of this Agreement as long as all required permits have been issued by the jurisdiction or on the first day of the month following the date that Tenant commences construction, whichever occurs first (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, Two Thousand Nine Hundred and No/100 Dollars (\$2,900.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon the commencement of year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by two percent (2%) over the Rent paid during the previous year.

(c) **Revenue Share.** In the event Tenant sublets or licenses space on the Communication Facility to a third party collocator (“**Collocator**”), Tenant shall remit \$500 per additional carrier collocation with same 2% escalator the (the “**Collocator Rent**”) to Landlord (the “**Landlord’s Revenue Share**”). The Collocator Rent shall be negotiated by and between Tenant and Collocator, on terms acceptable to Tenant, in Tenant’s sole discretion. In calculating the amount of Landlord’s Revenue Share, Collocator Rent shall not include (i) any payment received by Tenant under the applicable sublease or license for reimbursement of operating and maintenance expenses or construction costs relating to the Communication Facility paid by Tenant or (ii) any other payment other than regular recurring rent or license fees, provided such other payments are not in lieu of Collocator Rent, i.e. rent abatement for capital costs, or designed in a manner to abate the rent to cover other costs and expenses. Upon Landlord’s prior written request, Tenant shall provide a redacted copy of any sublease entered into between Tenant and a Collocator. Landlord acknowledges and agrees that Landlord’s Revenue Share may or may not be passed through as a cost to Collocator and in the event that Landlord’s Revenue Share is passed through as a cost to Collocator, the same shall not be subject to further revenue sharing or mark up payable to Landlord. In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Landlord’s Revenue Share for each Collocator. Tenant’s obligation to pay Landlord’s Revenue Share to

Landlord shall expire or abate, as applicable, at such time as the Collocator does not pay Collocator Rent to Tenant, and shall resume, as applicable, if and when the Collocator resumes paying such recurring Collocator Rent and the Landlord's Revenue Share shall be prorated for partial periods.

**5. APPROVALS.**

(a) Tenant acknowledges and agrees that, if, and to the extent required by applicable law, and provided that the City of Marina Municipal Code is not inconsistent with federal or state law, Tenant's Permitted Use of the Premises will be subject to Tenant obtaining approval of a conditional use permit pursuant to section 17.58 of the Marina Municipal Code.

(b) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(c) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(d) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

**6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon thirty (30) days prior written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 11(d) Environmental, Section 08 Condemnation or Section 19 Casualty.

**7. INSURANCE.** During the Term, Tenant will carry and maintain in effect such commercial general liability policy based on ISO form CG 00 01 or a substitute form providing substantially equivalent coverage, as Tenant may deem necessary. Said policy of commercial general liability insurance will provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. The policy required by this Agreement shall be issued by an insurer eligible to do business in the State of California and with a rating of at least A-VII in the latest edition of Best's Insurance Guide. At all times during the Term of this Agreement, Tenant shall maintain on file with City of Marina a certificate of insurance showing that the required coverage is in effect and including Landlord and its officers, employees, agents and volunteers as additional insureds by endorsement with respect to this Agreement. Prior to commencement of construction, Tenant shall file with the City of Marina such certificate(s) and blanket endorsements on current versions of ISO Forms CG 20 10 and CG 20 37 or the substantial equivalent including Landlord as an additional insured.

**8. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

(e) Notwithstanding the foregoing, Landlord shall have the right to upgrade, service, replace, and install new equipment on the Property that emit radio frequencies if such equipment is limited to governmental uses and only if such equipment does not interfere with the operations of the Communication Facility or the facilities of any subtenants, or Tenant's rights under this Agreement.

**9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

**10. WARRANTIES.**

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession

of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord ; and (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord.

#### **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, upon providing Landlord 40 hours' notice, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises,

Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

### 13. REMOVAL/RESTORATION.

(a) All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

(b) The Structure and Communication Facility shall be removed within sixty (60) days of the later of the end of the Term or termination or expiration of the Agreement, and cessation of Tenant's operations at the Premises. The Premises will be restored to its original, preconstruction condition. Written verification of the removal of the Structure and Communication Facility will be provided to the Marina Director of Public Works within ninety (90) days of such removal. If the Tenant fails to remove the Structure and Communication Facility from the Premises within the time period specified herein, the site may be deemed a public nuisance by the Landlord and the Landlord may initiate removal at Tenant's expense.

### 14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, free from trash, debris, litter and graffiti and other forms of vandalism, reasonable wear and tear and damage from the elements excepted ("Adverse Conditions"). Should the Landlord provide Tenant with notice of any Adverse Conditions, the Tenant shall remedy any adverse conditions within thirty (30) days of Tenant's receipt of Landlord's notice. Notwithstanding the foregoing, Tenant will remove graffiti as soon as practicable. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Landlord will be responsible for maintenance of landscaping on the Property.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(d) Any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(e) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**16. ASSIGNMENT/SUBLEASE.**

(a) Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, but with 60 days prior written notice to Landlord, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, with Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

(b) Landlord will have the right to assign this Agreement or its interest in the Premises and its rights herein, in whole or in part, without Tenant's consent. Upon notification to Tenant of such assignment, Landlord will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

**17. NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC  
 Attn: Network Real Estate Administration  
 Re: Cell Site #: CCL05573; Cell Site Name: California Ave and Imjin Parkway (CA)  
 Fixed Asset #: 15923553  
 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor  
 Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC  
 Attn.: Legal Dept – Network Operations  
 Re: Cell Site #: CCL05573; Cell Site Name: California Ave and Imjin Parkway (CA)  
 Fixed Asset #: 15923553  
 208 S. Akard Street  
 Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City Manager  
 City of Marina  
 211 Hillcrest Avenue.  
 Marina, CA 93933

With a copy to: City Attorney  
 NOLAND, HAMERLY, ETIENNE & HOSS  
 333 Salinas Street  
 P.O. Box 2510  
 Salinas, CA 93902

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to

rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.**

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Intentionally Omitted.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## 22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

## 23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 23(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law & Venue.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law. Any dispute regarding the terms of this Agreement will be decided in the appropriate court with proper jurisdiction in the County of Monterey.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification, removal, or restoration shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become

effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the Effective Date.

**“LANDLORD”**

City of Marina, a municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**“TENANT”**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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 \_\_\_\_\_ (Seal)

**LANDLORD ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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 \_\_\_\_\_ (Seal)

**EXHIBIT 1**

**DESCRIPTION OF PROPERTY AND PREMISES**

Page            of

to the Land Lease Agreement dated \_\_\_\_\_, 2020, by and between the City of Marina, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**EXHIBIT 11**

**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

*None*

DRAFT

**EXHIBIT 12**

**STANDARD ACCESS LETTER**

[FOLLOWS ON NEXT PAGE]

DRAFT

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff  
[Landlord, Lessee, Licensee]  
[Street Address]  
[City, State, Zip]

Re: Authorized Access granted to [ ]

Dear Building and Security Staff,

Please be advised that we have signed a lease with [ ] permitting [ ] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [ ] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [ ] representatives may be seeking access to the property outside of normal business hours. [ ] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

\_\_\_\_\_  
Landlord Signature

**EXHIBIT 23(b)**

**MEMORANDUM OF LEASE**

[FOLLOWS ON NEXT PAGE]

DRAFT

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD:**

[Insert Landlord's Name], a  
[Insert Jurisdictional State, and Entity Type]

By: \_\_\_\_\_  
Print Name: [\_\_\_\_\_]\_\_\_\_\_  
Its: \_\_\_\_\_[Insert Title]  
Date: \_\_\_\_\_[Insert Date]

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: [\_\_\_\_\_]\_\_\_\_\_  
Its: \_\_\_\_\_[Insert Title]  
Date: \_\_\_\_\_[Insert Date]

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
 (insert name and title of the officer)

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 \_\_\_\_\_ (Seal)

**LANDLORD ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
 (insert name and title of the officer)

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 \_\_\_\_\_ (Seal)

## DESCRIPTION OF PROPERTY AND PREMISES

to the Memorandum of Lease dated \_\_\_\_\_, 20\_\_\_\_, by and between [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type], as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

DRAFT

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