



AGENDA

Tuesday, November 21, 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. Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

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

VISION STATEMENT

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

MISSION STATEMENT

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

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(d)) 3 cases:

(1) *City of Marina, et al. vs. California Coastal Commission*, Monterey County Superior Court Case No. 22CV004063. **(2)** *City of Marina, et al. vs. Nemeth, Karla, et al.*, Monterey County Superior Court Case No. 19CV005270.; **(3)** *City of Marina, et al. v. RMC Lonestar, et al.*, Monterey County Superior Court Case No. 20CV001387.

b. Conference with Legal Counsel, Anticipated litigation, Initiation of litigation pursuant to § 54956.9(c): One case

c. Conference with Real Property Negotiations (§ 54956.8)

i. Property: 721 Neeson Road, Marina, CA

Negotiating Parties: Jacklyn Foust, Skydive Monterey Bay

Agency Negotiation: Layne Long

Under Negotiation: Price and Terms of Payment

ii. Property: Marina Airport Hangar 524, 761 Neeson Road, Marina, CA 93933

Negotiating Parties: Joby Aero Inc

Agency Negotiation: Layne Long

Under Negotiation: Price and Terms of Payment

iii. Property: 3200 Imjin Road, Marina, CA

Negotiating Parties: Joby Aero Inc.

Agency Negotiation: Layne Long

Under Negotiation: Price and Terms of Payment

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. Monterey-Salinas Transit Annual Update
 - b. Blus Zone Workplace Certification
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:** *This item is exempt from environmental review per §15378 of the CEQA guidelines.*
 - (1) Accounts Payable Check Numbers 103477-103562, totaling \$292,036.79.
 - b. **MINUTES:** *This item is exempt from environmental review per §15378 of the CEQA guidelines.*
 - (1) November 7, 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-, extending the appointment of the current Tree Committee members for one year or until January 1, 2025.
(This item is exempt from environmental review per §15378 of the CEQA guidelines.

- (2) Adopting Resolution No. 2023-, approving mural design for east wall of lower Locke Paddon Park restrooms. *(This item is exempt from environmental review per §15378 of the CEQA guidelines.*

g. APPROVAL OF AGREEMENTS:

- (1) Adopting Resolution No. 2023-, approving a Professional Services Agreement with Design Path Studio (Consultant) for the development of pre-approved accessory dwelling unit (ADU) building plans in compliance with the California Building Code (CBC) and Titles 15 and 17 of the Marina Municipal Code (MMC). *This item is exempt from environmental review per Sections 15062(c)(2) and 15061(b)(3) of the CEQA guidelines.*
- (2) Adopting Resolution No. 2023-, amending a Lease Agreement between the City of Marina and Uninsured Skydive Monterey Bay, Inc. dba Skydive Monterey Bay. for a portion of 721 Neeson Road (Building 533) at the Marina Municipal Airport. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- (3) Adopting Resolution No. 2023-, approving the creation of a needs-based assistance program to provide access to recreation & cultural services programs and services. *(This item is exempt from environmental review per §15378 of the CEQA guidelines)*
- (4) Adopting Resolution No. 2023-, approving an agreement between the City of Marina and Monterey Bay Moves to provide group exercise classes. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- (5) Adopting Resolution No. 2023-, approving the Phase 2 North Public Improvement Agreement between City of Marina and Shea Homes, Lp, accepting and authorizing the City Manager to execute the Public Improvement Agreement on behalf of city subject to final review and approval by the City Attorney, and authorizing the City Manager or his designee to execute a grant deed for the conveyance of the extension of 2nd Avenue, and to take all other actions necessary to accept and record said grant deeds on behalf of the City of Marina. *This project is exempt from further environmental review per Section 15162 of the CEQA guidelines as the impacts were previously assessed in the University Village EIR*
- (6) Adopting Resolution No. 2023-, approving the Phase 2 West/Residential Public Improvement Agreement between the City of Marina and Shea Homes, LP. *This project is exempt from further environmental review per Section 15162 of the CEQA guidelines as the impacts were previously assessed in the University Village EIR*

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:

- (1) Adopting Resolution No. 2023-, accepting the completion of the City of Marina-Dr. Martin Luther King Jr. Sculpture Garden Project. *This item is exempt under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.*

i. MAPS:

- (1) Adopting Resolution No. 2023-, approving the Phase 2 West/Residential Final Map for The Dunes on Monterey Bay Development Project Subdivision. *This project is exempt from further environmental review per Section 15162 of the CEQA guidelines as the impacts were previously assessed in the University Village EIR*

- j. REPORTS: (RECEIVE AND FILE): None
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING): None
- 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.*
- 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 correction to Executive Directors salary adjustments, and authorizing adjustments to the City's Salary Schedule and Compensation Plan. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- b. Adopting Resolution No. 2023-, approving the entrance into a 24-Month service agreement for the leasing of twenty (20) Automated License Plate Reader (ALPR) Cameras from Flock Group, Inc. with a total cost not to exceed \$130,000.00 (Estimated Year 1 Cost - \$66,000.00 & Year 2 Cost - \$60,000.00), and; consider waiving the City's formal bid process. *Not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).*
- 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, November 17, 2023.

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), 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. 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

Tuesday, December 5, 2023

Tuesday, December 19, 2023

CITY HALL 2023 HOLIDAYS (City Hall Closed)

Thanksgiving Day-----Thursday, November 23, 2023
Thanksgiving Break----- Friday, November 24, 2023
Winter Break----- Monday, December 25, 2023-Friday, December 29, 2023

2023 COMMISSION DATES

Upcoming 2023 Meetings of Design Review Board 3rd Wednesday of every month. Meetings are held at the Council Chambers at 6:30 P.M. ** = Change in location due to conflict with Council meeting

December 21, 2023

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

November 23, 2023(Cancelled)

December 14, 2023

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

December 21, 2023

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

December 1, 2023



Accounts Payable by G/L Distribution Report

Payment Date Range 11/10/23 - 11/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.010 - Prof Svc Admin - Muni Code										
10149 - Code Publishing Inc. - General Code	GC0012288	MMC Web Update	Paid by Check # 103491		10/27/2023	10/30/2023	10/30/2023		11/10/2023	245.00
Account 6300.010 - Prof Svc Admin - Muni Code Totals							Invoice Transactions 1			\$245.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background										
11869 - Agile Occupational Medicine PC	EM008297	Agile Occupational Medicine - Pre Emp Px	Paid by EFT # 3909		10/23/2023	10/30/2023	10/30/2023		11/10/2023	656.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals							Invoice Transactions 1			\$656.00
Account 6300.570 - Prof Svc Other										
10335 - Liebert Cassidy Whitmore	252187	LCW - Professional Services	Paid by Check # 103500		09/30/2023	10/23/2023	10/23/2023		11/10/2023	1,172.50
10335 - Liebert Cassidy Whitmore	252199	LCW - Professional Services	Paid by Check # 103500		09/30/2023	10/23/2023	10/23/2023		11/10/2023	379.50
10335 - Liebert Cassidy Whitmore	252353	LCW - Professional Services	Paid by Check # 103500		09/30/2023	10/23/2023	10/23/2023		11/10/2023	884.00
10335 - Liebert Cassidy Whitmore	252367	LCW - Professional Services	Paid by Check # 103500		09/30/2023	10/23/2023	10/23/2023		11/10/2023	7,027.50
10335 - Liebert Cassidy Whitmore	252406	LCW - Professional Services	Paid by Check # 103500		09/30/2023	10/23/2023	10/23/2023		11/10/2023	8,896.00
11865 - TeamCivX	1395	Bond Measure Consulting Fee - October 2023	Paid by EFT # 3919		11/01/2023	10/30/2023	10/30/2023		11/10/2023	6,648.27
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 6			\$25,007.77
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	336517100-1	Toner - HP414A Magenta	Paid by Check # 103509		11/02/2023	10/30/2023	10/30/2023		11/10/2023	112.52
10732 - Office Depot-General Account	336517098-1	Office Supplies	Paid by Check # 103509		11/02/2023	10/30/2023	10/30/2023		11/10/2023	387.80
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 2			\$500.32
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 10			\$26,409.09
Division 000 - Non-Div Totals							Invoice Transactions 10			\$26,409.09
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions 10			\$26,409.09
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.076 - Maint & Repairs Copier										
10592 - U.S. Bank Equipment Finance-USbancorp	514301043	CDD Copier Lease - November 2023	Paid by Check # 103520		10/30/2023	10/30/2023	10/30/2023		11/10/2023	216.32
Account 6360.076 - Maint & Repairs Copier Totals							Invoice Transactions 1			\$216.32



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Fund 100 - General Fund										
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.341 - Maint & Repairs IT - Computer Maint & Upgrade										
10897 - TechRx Technology Services	11298	Wireless Upgrade Round 1	Paid by EFT # 3920		11/01/2023	11/06/2023	11/06/2023		11/10/2023	7,409.00
10897 - TechRx Technology Services	11299	Wireless Upgrade Round 2	Paid by EFT # 3920		11/01/2023	11/06/2023	11/06/2023		11/10/2023	7,467.27
Account 6360.341 - Maint & Repairs IT - Computer Maint & Upgrade Totals							Invoice Transactions	2		\$14,876.27
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	11300	Network Upgrade Round 1	Paid by EFT # 3920		11/01/2023	11/06/2023	11/06/2023		11/10/2023	9,977.13
10897 - TechRx Technology Services	11350	Network Upgrade Round 2	Paid by EFT # 3920		11/01/2023	11/06/2023	11/06/2023		11/10/2023	9,977.13
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals							Invoice Transactions	2		\$19,954.26
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		\$35,046.85
Division 000 - Non-Div Totals							Invoice Transactions	5		\$35,046.85
Department 125 - I. T. Totals							Invoice Transactions	5		\$35,046.85
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	23-22	Service 10/23-11/02/2023	Paid by EFT # 3917		11/03/2023	11/01/2023	11/01/2023		11/10/2023	3,182.50
Account 6300.216 - Prof Svc Fin - Accounting Services Totals							Invoice Transactions	1		\$3,182.50
Account 6600.625 - Other Charges Printing Svc										
10163 - Monterey County Clerk	Jan23-June23	Customer Statements for Monterey County Clerk-Recorder Document	Paid by Check # 103505		07/06/2023	11/08/2023	11/08/2023		11/10/2023	26.00
Account 6600.625 - Other Charges Printing Svc Totals							Invoice Transactions	1		\$26.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$3,208.50
Division 000 - Non-Div Totals							Invoice Transactions	2		\$3,208.50
Department 130 - Finance Totals							Invoice Transactions	2		\$3,208.50
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6170.400 - Other Benefits State Unempl Insur										
10222 - Employment Development Department	L0759535184	Employment Development Department	Paid by Check # 103493		10/30/2023	11/06/2023	11/06/2023		11/10/2023	4,663.49
Account 6170.400 - Other Benefits State Unempl Insur Totals							Invoice Transactions	1		\$4,663.49



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Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.217 - Prof Svc Fin - Business Lic Services										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN032582	Sept 2023 BL Admin Fee	Paid by EFT # 3914		09/30/2023	11/03/2023	11/03/2023		11/10/2023	15,843.59
Account 6300.217 - Prof Svc Fin - Business Lic Services Totals										Invoice Transactions 1
										\$15,843.59
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-020003993	Beach Rd & De Forest Rd	Paid by Check # 103521		09/07/2023	10/27/2023	10/27/2023		11/10/2023	260.35
10588 - United Site Services	INV-02115065	Corp Yard 2660 5th Ave	Paid by Check # 103521		10/31/2023	10/30/2023	10/30/2023		11/10/2023	601.10
11710 - HdL Coren & Cone	SIN032902	Contract Services Property Tax 10/23-12/23	Paid by EFT # 3913		10/25/2023	11/06/2023	11/06/2023		11/10/2023	2,134.35
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN032583	Sept 2023 - TOT	Paid by EFT # 3914		09/30/2023	11/08/2023	11/08/2023		11/10/2023	1,922.67
11250 - U.S. Bank	7101794	Account# 244667000 / Custody Admin Fees 10/1/23-9/30/24	Paid by Check # 103519		10/25/2023	11/01/2023	11/01/2023		11/10/2023	3,850.00
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 5
										\$8,768.47
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4172188372	Mat Service City Hall	Paid by Check # 103490		10/27/2023	11/01/2023	11/01/2023		11/10/2023	155.07
Account 6360.570 - Maint & Repairs Other Svc Agr Totals										Invoice Transactions 1
										\$155.07
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20731222	CALNET3-9391023471 (582-0100)	Paid by Check # 103485		10/27/2023	11/01/2023	11/01/2023		11/10/2023	59.69
10758 - AT & T CALNET3	20731228	CALNET3-9391023477 (582-9803)	Paid by Check # 103485		10/27/2023	11/01/2023	11/01/2023		11/10/2023	28.61
10758 - AT & T CALNET3	30733275	CALNET3-9391023437 (384-0425)	Paid by Check # 103485		10/28/2023	11/06/2023	11/06/2023		11/10/2023	55.76
10758 - AT & T CALNET3	20733306	CALNET3-9391023466 (384-8477)	Paid by Check # 103485		10/28/2023	11/06/2023	11/06/2023		11/10/2023	55.74
10758 - AT & T CALNET3	20733303	CALNET3-9391023463 (384-7854)	Paid by Check # 103485		10/28/2023	11/06/2023	11/06/2023		11/10/2023	28.64
10758 - AT & T CALNET3	20733308	CALNET3-9391023468 (384-9148)	Paid by Check # 103485		10/28/2023	11/06/2023	11/06/2023		11/10/2023	28.64
10758 - AT & T CALNET3	20733278	CALNET3-9391023440 (384-0860)	Paid by Check # 103485		10/28/2023	11/06/2023	11/06/2023		11/10/2023	28.66
10758 - AT & T CALNET3	20733279	CALNET3-9391023441 (384-0888)	Paid by Check # 103485		10/28/2023	11/06/2023	11/06/2023		11/10/2023	28.64
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 8
										\$314.38



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Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2023 795-7	PG&E - 4467294795-7	Paid by Check # 103511		10/20/2023	11/01/2023	11/01/2023		11/10/2023	407.02
10463 - Pacific Gas & Electric	Oct 2023 313-6	PG&E 6793435313-6	Paid by Check # 103511		10/26/2023	11/06/2023	11/06/2023		11/10/2023	7,456.44
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 2	\$7,863.46
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	10-18-23	Late Fee	Paid by Check # 103503		10/18/2023	11/06/2023	11/06/2023		11/10/2023	28.75
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 1	\$28.75
Account 6400.565 - Material & Suppl Office Supplies										
10540 - Sierra Springs & Alhambra	7266038 102723	Water Cooler Rental and Replacement Water	Paid by Check # 103517		10/27/2023	10/30/2023	10/30/2023		11/10/2023	138.38
10734 - Office Depot-Public Works Dept.	336050627001	Office Supplies	Paid by Check # 103510		10/10/2023	10/23/2023	10/23/2023		11/10/2023	97.49
10734 - Office Depot-Public Works Dept.	336053825001	Office Cleaning Supplies	Paid by Check # 103510		10/10/2023	10/23/2023	10/23/2023		11/10/2023	50.54
10734 - Office Depot-Public Works Dept.	336050627002	Office Supplies	Paid by Check # 103510		10/20/2023	10/30/2023	10/30/2023		11/10/2023	62.52
10734 - Office Depot-Public Works Dept.	336602661001	Ink for Printers	Paid by Check # 103510		10/18/2023	10/30/2023	10/30/2023		11/10/2023	646.84
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 5	\$995.77
Account 6400.635 - Material & Suppl Postage Shipping										
10509 - Reserve Account - Pitney Bowes	11-01-23	Postage Meter Refill	Paid by Check # 103515		10/30/2023	10/30/2023	10/30/2023		11/10/2023	1,500.00
Account 6400.635 - Material & Suppl Postage Shipping Totals									Invoice Transactions 1	\$1,500.00
Account 6600.010 - Other Charges Alarm										
10239 - First Alarm	770167	Alarm Monitoring - 3200 Del Monte Blvd - VDP Sept-Nov 2023	Paid by EFT # 3912		08/15/2023	10/30/2023	10/30/2023		11/10/2023	166.71
10239 - First Alarm	777452	Alarm Monitoring - 209 Cypress Ave Fire Oct- Dec 2023	Paid by EFT # 3912		09/15/2023	10/30/2023	10/30/2023		11/10/2023	210.39
Account 6600.010 - Other Charges Alarm Totals									Invoice Transactions 2	\$377.10
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 27	\$40,510.08
Division 000 - Non-Div Totals									Invoice Transactions 27	\$40,510.08
Department 190 - Citywide Non-Dept Totals									Invoice Transactions 27	\$40,510.08



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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 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10029 - Altius Medical	19073	Medical Waste Cust # 175	Paid by Check # 103481		04/04/2023	11/07/2023	11/07/2023		11/10/2023	84.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		1	\$84.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10493 - Pure H2O	20633	Water Cooler Service Police & Fire 11/01/23	Paid by Check # 103513		11/01/2023	11/03/2023	11/03/2023		11/10/2023	88.55
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions		1	\$88.55
Account 6500.700 - Training & Travel Training & Travel										
11135 - Maria Esparza - Refunds only	09-15-23	CLETS Training Per Diem	Paid by Check # 103502		09/15/2023	09/15/2023	11/07/2023		11/10/2023	220.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions		1	\$220.00
Account 6600.020 - Other Charges Asset Forfeiture Exp										
11925 - Abraham Cruz	MG2200650	Asset Forfeiture Return	Paid by Check # 103477		10/09/2023	10/20/2023	10/20/2023		11/10/2023	1,954.00
Account 6600.020 - Other Charges Asset Forfeiture Exp Totals							Invoice Transactions		1	\$1,954.00
Account 6600.455 - Other Charges Leased Parking										
10253 - George T. Powell	11012023	Parking Rental Fees	Paid by Check # 103497		11/01/2023	11/03/2023	11/03/2023		11/10/2023	997.00
Account 6600.455 - Other Charges Leased Parking Totals							Invoice Transactions		1	\$997.00
Account 6600.485 - Other Charges Medical Svc - Investigations										
11726 - Uretsky Security	9564	Reed, Harley	Paid by Check # 103522		11/07/2023	11/07/2023	11/07/2023		11/10/2023	1,313.43
Account 6600.485 - Other Charges Medical Svc - Investigations Totals							Invoice Transactions		1	\$1,313.43
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		6	\$4,656.98
Division 000 - Non-Div Totals							Invoice Transactions		6	\$4,656.98
Department 210 - Police Totals							Invoice Transactions		6	\$4,656.98
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	123451	Plan review & inspection at Joby Toilet Room BP, 3200-B Imjin	Paid by Check # 103489		10/28/2023	11/03/2023	11/03/2023		11/10/2023	215.00
10841 - Carmel Fire Protection Associates - Art Black	123438	Plan review & inspection at VTC Housing Upgrade, 228-230 Hayes	Paid by Check # 103489		10/25/2023	11/03/2023	11/03/2023		11/10/2023	215.00



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Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	123411	Letter Registration & Inspections at 3019 Arroyo Drive	Paid by Check # 103489		10/12/2023	11/03/2023	11/03/2023		11/10/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123412	Letter Registration & Inspections at 3033 El Capitan Drive	Paid by Check # 103489		10/12/2023	11/03/2023	11/03/2023		11/10/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123413	Letter Registration & Inspections 3028 Cahoon Court	Paid by Check # 103489		10/12/2023	11/03/2023	11/03/2023		11/10/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123414	Letter Registration & Inspections at 3031 Cahoon Court	Paid by Check # 103489		10/12/2023	11/03/2023	11/03/2023		11/10/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123409	Letter Registration & Inspections at 491 Marina Heights Drive	Paid by Check # 103489		10/11/2023	11/03/2023	11/03/2023		11/10/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123410	Letter Registration & Inspections at 490 Lassen Way	Paid by Check # 103489		10/11/2023	11/03/2023	11/03/2023		11/10/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123424	Plan review and case management for Chase Bank, 264 Res Road	Paid by Check # 103489		10/19/2023	11/03/2023	11/03/2023		11/10/2023	100.00
10841 - Carmel Fire Protection Associates - Art Black	123435	Plan review & inspection Joby 13 TI, 3200 Imjin	Paid by Check # 103489		10/22/2023	11/03/2023	11/03/2023		11/10/2023	215.00
10841 - Carmel Fire Protection Associates - Art Black	123429	Plan review & inspection at Dunes Promenade, Bldg D.	Paid by Check # 103489		10/20/2023	11/03/2023	11/03/2023		11/10/2023	245.00
10841 - Carmel Fire Protection Associates - Art Black	123430	Plan review & inspection at Dunes Promenade Bldg E	Paid by Check # 103489		10/20/2023	11/03/2023	11/03/2023		11/10/2023	245.00
10841 - Carmel Fire Protection Associates - Art Black	123431	Plan review & inspection at Dunes Promenade Bldg G	Paid by Check # 103489		10/20/2023	11/03/2023	11/03/2023		11/10/2023	245.00
10841 - Carmel Fire Protection Associates - Art Black	123432	Plan review & inspection at Dunes Promenade Bldg F	Paid by Check # 103489		10/20/2023	11/03/2023	11/03/2023		11/10/2023	245.00
10841 - Carmel Fire Protection Associates - Art Black	123423	Plan review & inspection at 5 Below, 125 General Stillwell Drive	Paid by Check # 103489		10/19/2023	11/03/2023	11/03/2023		11/10/2023	230.00



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Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	123434	Plan review & inspection at Rooftops Bldg 6 FA, 601-604 10th St.	Paid by Check # 103489		10/21/2023	11/03/2023	11/03/2023		11/10/2023	215.00
10841 - Carmel Fire Protection Associates - Art Black	123433	Plan review & inspection at Rooftops Bldg 2 FA, 201-205 10th St.	Paid by Check # 103489		10/21/2023	11/03/2023	11/03/2023		11/10/2023	215.00
10841 - Carmel Fire Protection Associates - Art Black	123427	Plan review for Dunes Promenade Commercial Bldg B, 2754 Sanddune	Paid by Check # 103489		10/20/2023	11/03/2023	11/03/2023		11/10/2023	245.00
10841 - Carmel Fire Protection Associates - Art Black	123428	Plan review & inspection at Dunes Promenade Bldg A	Paid by Check # 103489		10/20/2023	11/03/2023	11/03/2023		11/10/2023	245.00
10841 - Carmel Fire Protection Associates - Art Black	123464	Plan review & inspection for Rooftop Bldg 9	Paid by Check # 103489		11/03/2023	11/06/2023	11/06/2023		11/10/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123462	Plan review & inspection for Rooftop Bldg 16	Paid by Check # 103489		11/03/2023	11/06/2023	11/06/2023		11/10/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123463	Plan review & inspection for Rooftop Bldg 3	Paid by Check # 103489		11/03/2023	11/06/2023	11/06/2023		11/10/2023	230.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 22	\$4,945.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10493 - Pure H2O	20633	Water Cooler Service Police & Fire 11/01/23	Paid by Check # 103513		11/01/2023	11/03/2023	11/03/2023		11/10/2023	113.53
10623 - Xerox Financial Services	4974589	FD Monthly Copier Charges 10/17/23 - 11/16/23	Paid by Check # 103525		10/28/2023	11/03/2023	11/03/2023		11/10/2023	239.26
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 2	\$352.79
Account 6360.850 - Maint & Repairs Vehicle										
10927 - Ace Hardware - Fire Dept.	086666	Carwax & tire cleaner	Paid by Check # 103478		10/25/2023	11/03/2023	11/03/2023		11/10/2023	42.56
Account 6360.850 - Maint & Repairs Vehicle Totals									Invoice Transactions 1	\$42.56
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9947736782	FD Mobile Charges - Sept 26 - Oct 25, 2023	Paid by EFT # 3921		10/25/2023	11/03/2023	11/03/2023		11/10/2023	442.53
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$442.53



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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 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
10470 - Peninsula Welding & Medical Supply	251075	Compressed Gas	Paid by Check # 103512		10/19/2023	10/27/2023	10/27/2023		11/10/2023	137.43
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent Totals							Invoice Transactions		1	\$137.43
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	086769	Fasteners	Paid by Check # 103478		11/07/2023	11/06/2023	11/06/2023		11/10/2023	6.99
11393 - Carmel Roasters, Inc.	68027	FD Coffee - 4 boxes	Paid by EFT # 3910		11/01/2023	11/03/2023	11/03/2023		11/10/2023	349.60
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions		2	\$356.59
Account 6400.800 - Material & Suppl Uniform										
10658 - Goncalves, Anthony	11-07-23	Boot Reimbursement - City pays \$175.00 for boot stipend	Paid by Check # 103526		11/07/2023	11/06/2023	11/06/2023		11/10/2023	175.00
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions		1	\$175.00
Account 6600.455 - Other Charges Leased Parking										
10253 - George T. Powell	11012023	Parking Rental Fees	Paid by Check # 103497		11/01/2023	11/03/2023	11/03/2023		11/10/2023	303.00
Account 6600.455 - Other Charges Leased Parking Totals							Invoice Transactions		1	\$303.00
Account 6600.860 - Other Charges Volunteer Reimb										
10658 - Goncalves, Anthony	10-31-23	Reimbursement - Food for Volunteers that worked Open House	Paid by Check # 103526		10/31/2023	11/06/2023	11/06/2023		11/10/2023	234.85
Account 6600.860 - Other Charges Volunteer Reimb Totals							Invoice Transactions		1	\$234.85
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		32	\$6,989.75
Division 000 - Non-Div Totals							Invoice Transactions		32	\$6,989.75
Department 250 - Fire Totals							Invoice Transactions		32	\$6,989.75
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10034 - American Supply Co.	0180554	Supplies	Paid by Check # 103482		10/26/2023	10/30/2023	10/30/2023		11/10/2023	3,687.73
10035 - Andersen's Lock & Safe, Inc.	44847	Grade 1 Privacy Lever	Paid by Check # 103483		10/23/2023	10/23/2023	10/23/2023		11/10/2023	240.30
10035 - Andersen's Lock & Safe, Inc.	44712	209 Cypress Ave Door	Paid by Check # 103483		10/27/2023	10/27/2023	10/27/2023		11/10/2023	261.05
10080 - Branch's Janitorial	228671	Custodial Service for October 2023	Paid by Check # 103486		10/23/2023	10/23/2023	10/23/2023		11/10/2023	2,886.35



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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 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10237 - Ferguson Enterprise , Inc. # 1423	4649749	Sew Pump	Paid by Check # 103495		10/24/2023	11/02/2023	11/02/2023		11/10/2023	527.39
10239 - First Alarm	777453	2660 5th Ave Corp Yard	Paid by EFT # 3912		09/15/2023	10/30/2023	10/30/2023		11/10/2023	356.58
11299 - JR Fencing	9410	Rail, Brackets, Bolts, Chain Link Wire	Paid by Check # 103498		11/01/2023	11/02/2023	11/02/2023		11/10/2023	4,668.00
10560 - Suburban Propane	1602-129640	Propane	Paid by Check # 103518		10/27/2023	10/27/2023	10/27/2023		11/10/2023	305.46
11909 - Val's Plumbing & Heating, Inc.	44710	3200 Imjin Rd	Paid by Check # 103523		10/17/2023	10/27/2023	10/27/2023		11/10/2023	705.55
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 9	\$13,638.41
Account 6360.440 - Maint & Repairs Landscape General										
10230 - Ewing	20909825	Windy Hill Park	Paid by Check # 103494		10/25/2023	10/27/2023	10/27/2023		11/10/2023	203.57
10250 - Gavilan Pest Control	0156738	190 Seaside Circle Gophers	Paid by Check # 103496		10/12/2023	10/27/2023	10/27/2023	10/27/2023	11/10/2023	300.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 2	\$503.57
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086657	Chain Proof	Paid by Check # 103480		10/23/2023	10/23/2023	10/23/2023		11/10/2023	7.64
10728 - Ace Hardware-Public Works	086702	Roller	Paid by Check # 103480		10/31/2023	10/30/2023	10/30/2023		11/10/2023	8.72
10728 - Ace Hardware-Public Works	086730	Cleaning Supplies	Paid by Check # 103480		11/02/2023	11/02/2023	11/02/2023		11/10/2023	26.19
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 3	\$42.55
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056046 102023	3100 Preston Drive	Paid by Check # 103503		10/20/2023	11/02/2023	11/02/2023		11/10/2023	156.44
10349 - Marina Coast Water District	000056045 102023	3100 Preston Drive	Paid by Check # 103503		10/20/2023	11/02/2023	11/02/2023		11/10/2023	3,922.59
10349 - Marina Coast Water District	000056042 102023	3040 Lake Drive	Paid by Check # 103503		10/20/2023	11/02/2023	11/02/2023		11/10/2023	92.55
10349 - Marina Coast Water District	000056006 102023	188 Seaside Circle	Paid by Check # 103503		10/20/2023	11/02/2023	11/02/2023		11/10/2023	232.55
10349 - Marina Coast Water District	000056094 102023	2660 5th Ave	Paid by Check # 103503		10/20/2023	11/02/2023	11/02/2023		11/10/2023	440.92
10349 - Marina Coast Water District	000056090 102023	Locke Paddon Park	Paid by Check # 103503		10/20/2023	11/02/2023	11/02/2023		11/10/2023	62.91



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Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056061 102023	Reservation/Locke Paddon Park	Paid by Check # 103503		10/20/2023	11/02/2023	11/02/2023		11/10/2023	102.26
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 7			\$5,010.22
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110328102	PW Uniforms	Paid by Check # 103484		10/20/2023	10/23/2023	10/23/2023		11/10/2023	151.28
10043 - Aramark Uniform Service	5110332437	PW Uniforms	Paid by Check # 103484		10/27/2023	10/27/2023	10/27/2023		11/10/2023	148.52
10043 - Aramark Uniform Service	5110332438	PW Uniforms/Supplies	Paid by Check # 103484		10/27/2023	10/27/2023	10/27/2023		11/10/2023	72.98
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 3			\$372.78
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 24			\$19,567.53
Division 311 - Buildings & Grounds Totals							Invoice Transactions 24			\$19,567.53
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10367 - Mark's Barn Auto Body	1430	Dodge Charger PD 2021	Paid by Check # 103504		11/03/2023	10/30/2023	10/30/2023		11/10/2023	2,822.31
10438 - My Jeep Chrysler Dodge	JECS331978	20 Dodge Durango UT	Paid by Check # 103507		10/12/2023	10/27/2023	10/27/2023		11/10/2023	1,419.12
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-014098	Air Filters	Paid by Check # 103508		10/13/2023	10/27/2023	10/27/2023		11/10/2023	38.83
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-013831	Filters	Paid by Check # 103508		10/12/2023	10/27/2023	10/27/2023		11/10/2023	56.61
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-017457	Oil	Paid by Check # 103508		10/31/2023	10/30/2023	10/30/2023		11/10/2023	152.34
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-016860	Filter	Paid by Check # 103508		10/27/2023	10/30/2023	10/30/2023		11/10/2023	10.86
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-017844	Oil Filter	Paid by Check # 103508		11/01/2023	11/02/2023	11/02/2023		11/10/2023	4.37
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions 7			\$4,504.44
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 7			\$4,504.44
Division 313 - Vehicle Maint Totals							Invoice Transactions 7			\$4,504.44
Department 310 - Public Works Totals							Invoice Transactions 31			\$24,071.97



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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 100 - General Fund										
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.610 - Prof Svc Planning - Consultant										
10515 - Rincon Consultants, Inc.	52088	Marina On-Call GIS Services-October 2023	Paid by EFT # 3918		11/07/2023	11/08/2023	11/08/2023		11/10/2023	1,365.00
Account 6300.610 - Prof Svc Planning - Consultant Totals										Invoice Transactions 1
										\$1,365.00
Account 6330.100 - Fee Agr Costs - Planning										
10316 - Kimley-Horn & Associates	26043492	Marina Station COA	Paid by Check # 103499		09/30/2023	10/23/2023	10/23/2023		11/10/2023	5,618.00
10508 - Regional Government Services	15783	Marina Dunes-September 2023	Paid by EFT # 3916		09/30/2023	11/08/2023	11/08/2023		11/10/2023	6,321.90
Account 6330.100 - Fee Agr Costs - Planning Totals										Invoice Transactions 2
										\$11,939.90
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	339057573001	Office Depot planning supplies	Paid by Check # 103509		10/24/2023	11/03/2023	11/03/2023		11/10/2023	46.81
10732 - Office Depot-General Account	339059902001	Office Depot Planning Supplies	Paid by Check # 103509		10/24/2023	11/03/2023	11/03/2023		11/10/2023	34.95
10732 - Office Depot-General Account	339059904001	Office Depot Planning Supplies	Paid by Check # 103509		10/24/2023	11/03/2023	11/03/2023		11/10/2023	21.84
10732 - Office Depot-General Account	339059907001	Office Depot Planning supplies	Paid by Check # 103509		10/26/2023	11/06/2023	11/06/2023		11/10/2023	24.14
11790 - Quality Print & Copy	23726	"Post Card" stock for Planning	Paid by Check # 103514		11/07/2023	11/07/2023	11/07/2023		11/10/2023	198.11
Account 6400.565 - Material & Suppl Office Supplies Totals										Invoice Transactions 5
										\$325.85
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 8
										\$13,630.75
Division 000 - Non-Div Totals										Invoice Transactions 8
										\$13,630.75
Department 410 - Planning Totals										Invoice Transactions 8
										\$13,630.75
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6370.540 - Shared Svc NPDES Contribution										
10533 - Save The Whales	3/Year 10	Permit Year 10 Amendment No 6	Paid by Check # 103516		10/20/2023	10/27/2023	10/27/2023		11/10/2023	4,686.18
Account 6370.540 - Shared Svc NPDES Contribution Totals										Invoice Transactions 1
										\$4,686.18
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 1
										\$4,686.18
Division 000 - Non-Div Totals										Invoice Transactions 1
										\$4,686.18
Department 420 - Engineering Totals										Invoice Transactions 1
										\$4,686.18



Accounts Payable by G/L Distribution Report

Payment Date Range 11/10/23 - 11/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9947204766	Verizon Wireless October 2023 (972476364-00001)	Paid by EFT # 3921		10/18/2023	10/30/2023	10/30/2023		11/10/2023	112.03
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$112.03
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$112.03
Division 000 - Non-Div Totals							Invoice Transactions	1		\$112.03
Department 430 - Building Inspection Totals							Invoice Transactions	1		\$112.03
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.630 - Other Charges Promotional Activities										
11620 - Certified Folder Display Service, Inc.	607008	Distribution of Restaurant Guides - December 2023	Paid by EFT # 3911		11/01/2023	10/30/2023	10/30/2023		11/10/2023	314.30
Account 6600.630 - Other Charges Promotional Activities Totals							Invoice Transactions	1		\$314.30
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$314.30
Division 000 - Non-Div Totals							Invoice Transactions	1		\$314.30
Department 440 - Economic Dev Totals							Invoice Transactions	1		\$314.30
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10726 - Ace Hardware-Parks&Recreation	086511	107	Paid by Check # 103479		10/03/2023	11/06/2023	11/06/2023		11/10/2023	60.02
10726 - Ace Hardware-Parks&Recreation	086634	107	Paid by Check # 103479		10/19/2023	11/06/2023	11/06/2023		11/10/2023	34.48
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions	2		\$94.50
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog										
10726 - Ace Hardware-Parks&Recreation	086328	107	Paid by Check # 103479		09/08/2023	11/06/2023	11/06/2023		11/10/2023	89.48
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog Totals							Invoice Transactions	1		\$89.48
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$183.98
Division 100 - Admin Totals							Invoice Transactions	3		\$183.98
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6400.660 - Material & Suppl Recr Youth Progr										
10726 - Ace Hardware-Parks&Recreation	086022	107	Paid by Check # 103479		08/02/2023	11/06/2023	11/06/2023		11/10/2023	46.94



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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 100 - General Fund										
Department 510 - Recreation & Culture										
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6400.660 - Material & Suppl Recr Youth Progr										
10726 - Ace Hardware-Parks&Recreation	086080	107	Paid by Check # 103479		08/09/2023	11/06/2023	11/06/2023		11/10/2023	7.30
Account 6400.660 - Material & Suppl Recr Youth Progr Totals							Invoice Transactions	2		\$54.24
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$54.24
Division 511 - Youth Totals							Invoice Transactions	2		\$54.24
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6400.658 - Material & Suppl Recr Teen Progr										
10726 - Ace Hardware-Parks&Recreation	086331	107	Paid by Check # 103479		09/08/2023	11/06/2023	11/06/2023		11/10/2023	117.95
Account 6400.658 - Material & Suppl Recr Teen Progr Totals							Invoice Transactions	1		\$117.95
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$117.95
Division 512 - Teen Totals							Invoice Transactions	1		\$117.95
Division 513 - Senior										
Sub-Division 00 - Non-Subdiv										
Account 6400.653 - Material & Suppl Recr Senior Prog										
10726 - Ace Hardware-Parks&Recreation	086246	107	Paid by Check # 103479		08/30/2023	11/06/2023	11/06/2023		11/10/2023	38.22
10726 - Ace Hardware-Parks&Recreation	086260	107	Paid by Check # 103479		09/01/2023	11/06/2023	11/06/2023		11/10/2023	46.96
Account 6400.653 - Material & Suppl Recr Senior Prog Totals							Invoice Transactions	2		\$85.18
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$85.18
Division 513 - Senior Totals							Invoice Transactions	2		\$85.18
Division 514 - Sports										
Sub-Division 00 - Non-Subdiv										
Account 6400.656 - Material & Suppl Recr Sports Prog										
10726 - Ace Hardware-Parks&Recreation	086219	107	Paid by Check # 103479		08/25/2023	11/06/2023	11/06/2023		11/10/2023	30.56
10726 - Ace Hardware-Parks&Recreation	086330	107	Paid by Check # 103479		09/08/2023	11/06/2023	11/06/2023		11/10/2023	16.38
Account 6400.656 - Material & Suppl Recr Sports Prog Totals							Invoice Transactions	2		\$46.94
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$46.94
Division 514 - Sports Totals							Invoice Transactions	2		\$46.94
Department 510 - Recreation & Culture Totals							Invoice Transactions	10		\$488.29
Fund 100 - General Fund Totals							Invoice Transactions	134		\$160,124.77



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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 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9947204766	Verizon Wireless October 2023 (972476364-00001)	Paid by EFT # 3921		10/18/2023	10/30/2023	10/30/2023		11/10/2023	482.89
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$482.89
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2023 483-6	PG&E - 3982644483-6	Paid by Check # 103511		10/20/2023	11/06/2023	11/06/2023		11/10/2023	14,970.42
10463 - Pacific Gas & Electric	Oct 2023 313-6	PG&E 6793435313-6	Paid by Check # 103511		10/26/2023	11/06/2023	11/06/2023		11/10/2023	733.89
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 2	\$15,704.31
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056040 102023	Hilo Ave	Paid by Check # 103503		10/20/2023	11/02/2023	11/02/2023		11/10/2023	28.34
10349 - Marina Coast Water District	000056028 102023	California at Jerry Ct	Paid by Check # 103503		10/20/2023	11/02/2023	11/02/2023		11/10/2023	42.04
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 2	\$70.38
Account 6400.733 - Material & Suppl Signs										
10108 - Capitol Barricade, Inc.	158393	U Bolt Bracket and Aluminum	Paid by Check # 103488		10/23/2023	10/23/2023	10/23/2023		11/10/2023	920.75
10108 - Capitol Barricade, Inc.	158783	VCR221 Aluminum 3/8 Rivet	Paid by Check # 103488		10/31/2023	10/30/2023	10/30/2023		11/10/2023	125.64
10967 - Monterey Signs, Inc.	23454	Utility Box Wrap	Paid by EFT # 3915		09/15/2023	10/23/2023	10/23/2023		11/10/2023	543.52
Account 6400.733 - Material & Suppl Signs Totals									Invoice Transactions 3	\$1,589.91
Account 6400.740 - Material & Suppl Special Dept Suppl										
10540 - Sierra Springs & Alhambra	9696351 102123	Corp Yard	Paid by Check # 103517		10/21/2023	10/23/2023	10/23/2023		11/10/2023	219.84
10540 - Sierra Springs & Alhambra	9696351 070123	Corp Yard	Paid by Check # 103517		07/01/2023	10/23/2023	10/23/2023		11/10/2023	161.87
10540 - Sierra Springs & Alhambra	9696351 060323-A	Corp Yard (Difference in invoice)	Paid by Check # 103517		06/03/2023	11/02/2023	11/02/2023		11/10/2023	99.94
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 3	\$481.65
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 11	\$18,329.14
Division 000 - Non-Div Totals									Invoice Transactions 11	\$18,329.14
Department 000 - Non-Dept Totals									Invoice Transactions 11	\$18,329.14
Fund 220 - Gas Tax Totals									Invoice Transactions 11	\$18,329.14



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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 223 - FORA Dissolution										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11152 - California Dept. of Tax & Fee Administration	0-037-0275-0839	Blight Removal Hazardous Waste	Paid by Check # 103487		10/24/2023	10/23/2023	10/23/2023		11/10/2023	2,059.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		<u>\$2,059.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$2,059.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$2,059.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$2,059.00</u>
Fund 223 - FORA Dissolution Totals							Invoice Transactions	1		<u>\$2,059.00</u>



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Payment Date Range 11/10/23 - 11/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 233 - Monterey Bay Estates AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2023 313-6	PG&E 6793435313-6	Paid by Check # 103511		10/26/2023	11/06/2023	11/06/2023		11/10/2023	10.06
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$10.06
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$10.06
Division 000 - Non-Div Totals							Invoice Transactions	1		\$10.06
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$10.06
Fund 233 - Monterey Bay Estates AD Totals							Invoice Transactions	1		\$10.06



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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 235 - Cypress Cove II AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2023 313-6	PG&E 6793435313-6	Paid by Check # 103511		10/26/2023	11/06/2023	11/06/2023		11/10/2023	9.85
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$9.85
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$9.85
Division 000 - Non-Div Totals							Invoice Transactions	1		\$9.85
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$9.85
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions	1		\$9.85



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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 251 - CFD - Locke Paddon										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	012016000 102023	199 A Paddon Place	Paid by Check # 103503		10/20/2023	10/30/2023	10/30/2023		11/10/2023	64.82
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 1			\$64.82
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$64.82
Division 000 - Non-Div Totals							Invoice Transactions 1			\$64.82
Department 000 - Non-Dept Totals							Invoice Transactions 1			\$64.82
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions 1			\$64.82



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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 252 - CFD - Dunes No. 2015-1										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10713 - Goodwin Consulting Group	12768	Annual CFD Tax Administration	Paid by Check # 103527		10/11/2023	10/23/2023	10/23/2023		11/10/2023	3,166.25
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$3,166.25
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$3,166.25
Division 000 - Non-Div Totals							Invoice Transactions	1		\$3,166.25
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$3,166.25
Fund 252 - CFD - Dunes No. 2015-1 Totals							Invoice Transactions	1		\$3,166.25



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Payment Date Range 11/10/23 - 11/10/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 460 - Airport Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11489 - Wallace Group, Inc.	60721	Airport Fuel Farm-Fuel Tank	Paid by Check # 103524		10/20/2023	10/23/2023	10/23/2023		11/10/2023	2,280.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$2,280.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$2,280.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$2,280.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$2,280.00
Fund 460 - Airport Capital Projects Totals							Invoice Transactions	1		\$2,280.00



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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
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10515 - Rincon Consultants, Inc.	52092	Marina Housing Element Update-October 2023	Paid by EFT # 3918		11/07/2023	11/08/2023	11/08/2023		11/10/2023	8,885.25
10588 - United Site Services	INV-02115073	Equestrian Center	Paid by Check # 103521		10/31/2023	10/30/2023	10/30/2023		11/10/2023	789.82
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$9,675.07
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$9,675.07
Division 000 - Non-Div Totals							Invoice Transactions	2		\$9,675.07
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$9,675.07
Fund 462 - City Capital Projects Totals							Invoice Transactions	2		\$9,675.07



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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 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.025 - Prof Svc Airport Master Plan										
10150 - Coffman Associates	19GS04-17	Marina Pen & Ink ALP Update Airport	Paid by Check # 103492		10/31/2023	11/07/2023	11/07/2023		11/10/2023	2,572.00
Account 6300.025 - Prof Svc Airport Master Plan Totals							Invoice Transactions		1	\$2,572.00
Account 6300.330 - Prof Svc IT - Information Tech Svc										
10897 - TechRx Technology Services	22258	Airport Computer and Set Up	Paid by EFT # 3920		09/30/2023	11/01/2023	11/01/2023		11/10/2023	255.00
Account 6300.330 - Prof Svc IT - Information Tech Svc Totals							Invoice Transactions		1	\$255.00
Account 6300.570 - Prof Svc Other										
11934 - QT Petroleum on Demand LLC	1726-SP2023	Base Access Plan & Support Agreement - 1 yr	Paid by Check # 103528		10/30/2023	11/01/2023	11/01/2023		11/10/2023	1,425.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		1	\$1,425.00
Account 6360.050 - Maint & Repairs Building										
11278 - M3 Environmental Consulting, LLC	2336201	Initial Inspections for A-17 & A-19	Paid by Check # 103501		11/01/2023	12/01/2023	11/01/2023		11/10/2023	1,300.00
Account 6360.050 - Maint & Repairs Building Totals							Invoice Transactions		1	\$1,300.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10239 - First Alarm	777454	761 Neeson Rd Monitoring of Alarm	Paid by EFT # 3912		09/15/2023	10/31/2023	11/01/2023		11/10/2023	121.41
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions		1	\$121.41
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20733287	AWOS-Auto Weather Station (9391023449)	Paid by Check # 103485		10/28/2023	12/04/2023	11/01/2023		11/10/2023	30.61
10758 - AT & T CALNET3	20733282	Fire Alarms Bldgs 524 & 533 (9391023444)	Paid by Check # 103485		10/28/2023	12/04/2023	11/01/2023		11/10/2023	55.74
10758 - AT & T CALNET3	20733281	Fire Alarms Bldgs 524 & 533 (9391023443)	Paid by Check # 103485		10/28/2023	12/04/2023	11/01/2023		11/10/2023	55.74
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions		3	\$142.09
Account 6380.300 - Utilities Gas & Electric										
10603 - Verizon Wireless	9947204766	Verizon Wireless October 2023 (972476364-00001)	Paid by EFT # 3921		10/18/2023	10/30/2023	10/30/2023		11/10/2023	24.57
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions		1	\$24.57
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
10897 - TechRx Technology Services	22258	Airport Computer and Set Up	Paid by EFT # 3920		09/30/2023	11/01/2023	11/01/2023		11/10/2023	875.00
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals							Invoice Transactions		1	\$875.00



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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
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.740 - Material & Suppl Special Dept Suppl										
10897 - TechRx Technology Services	22258	Airport Computer and Set Up	Paid by EFT # 3920		09/30/2023	11/01/2023	11/01/2023		11/10/2023	80.94
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions	1		\$80.94
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	11		\$6,796.01
Division 000 - Non-Div Totals							Invoice Transactions	11		\$6,796.01
Department 000 - Non-Dept Totals							Invoice Transactions	11		\$6,796.01
Fund 555 - Marina Airport Totals							Invoice Transactions	11		\$6,796.01
Grand Totals							Invoice Transactions	164		\$202,514.97



Accounts Payable by G/L Distribution Report

Payment Date Range 11/17/23 - 11/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
10315 - Keyser Marston Associates	0038270	Professional Services - Preston Park - October 2023	Paid by Check # 103542		11/14/2023	11/15/2023	11/15/2023		11/17/2023	305.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	1		\$305.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$305.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$305.00
Department 150 - City Attorney Totals							Invoice Transactions	1		\$305.00
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11835 - Environmental Innovations, Inc.	2296	Solid Waste Management Services	Paid by Check # 103539		11/09/2023	11/09/2023	11/09/2023		11/17/2023	2,071.00
10588 - United Site Services	INV-3939986	Beach Rd & De Forest Rd (Windy Hill Park)	Paid by Check # 103556		11/02/2023	11/03/2023	11/03/2023		11/17/2023	260.35
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$2,331.35
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Nov 2023 562-0	PG&E - 4758891562-0	Paid by Check # 103549		11/09/2023	11/14/2023	11/14/2023		11/17/2023	1,160.31
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$1,160.31
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$3,491.66
Division 000 - Non-Div Totals							Invoice Transactions	3		\$3,491.66
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	3		\$3,491.66
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	10-31-23	Acct #000056 091	Paid by Check # 103546		10/31/2023	11/14/2023	11/14/2023		11/17/2023	156.44
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions	1		\$156.44
Account 6500.620 - Training & Travel POST										
10935 - South Bay Regional Public Safety Training Cons.	224234	First AID/CPR/AED Training	Paid by Check # 103552		11/08/2023	11/13/2023	11/08/2023		11/17/2023	834.00
Account 6500.620 - Training & Travel POST Totals							Invoice Transactions	1		\$834.00



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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
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6500.700 - Training & Travel Training & Travel										
11135 - Maria Esparza - Refunds only	11-05-23 CORR	CLEARs Training Per-Diem	Paid by Check # 103544		11/05/2023	11/14/2023	11/05/2023		11/17/2023	266.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions	1		\$266.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$1,256.44
Division 000 - Non-Div Totals							Invoice Transactions	3		\$1,256.44
Department 210 - Police Totals							Invoice Transactions	3		\$1,256.44
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	123452	Plan review & inspection at Via Del Mar & Abdy Way Lot 1A	Paid by Check # 103536		10/31/2023	11/14/2023	11/14/2023		11/17/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123453	Plan review & inspection at Via Del Mar & Abdy Way Lot 1B	Paid by Check # 103536		10/31/2023	11/14/2023	11/14/2023		11/17/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123454	Plan review & inspection at Via Del Mar & Abdy Way Lot 2A	Paid by Check # 103536		10/31/2023	11/14/2023	11/14/2023		11/17/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123455	Plan review & inspection at Via Del Mar & Abdy Way Lot 2B	Paid by Check # 103536		10/31/2023	11/14/2023	11/14/2023		11/17/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123456	Plan review & inspection at Via Del Mar & Abdy Way Lot 3A	Paid by Check # 103536		10/31/2023	11/14/2023	11/14/2023		11/17/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123457	Plan review & inspection at Via Del Mar & Abdy Way Lot 3B	Paid by Check # 103536		10/31/2023	11/14/2023	11/14/2023		11/17/2023	230.00



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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
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	123458	Plan review & inspection at 1 Via Del Mar & Abdy Way Lot 4A	Paid by Check # 103536		10/31/2023	11/14/2023	11/14/2023		11/17/2023	230.00
10841 - Carmel Fire Protection Associates - Art Black	123459	Plan review & inspection at 1 Via Del Mar & Abdy Way Lot 4B	Paid by Check # 103536		10/31/2023	11/14/2023	11/14/2023		11/17/2023	230.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 8	\$1,840.00
Account 6360.360 - Maint & Repairs Janitorial										
10005 - A-1 Sweeping Service	Oct 2023	October Street Sweeping Service	Paid by Check # 103529		10/31/2023	11/09/2023	11/09/2023		11/17/2023	7,267.50
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$7,267.50
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent										
10470 - Peninsula Welding & Medical Supply	252277	Compressed Gas	Paid by Check # 103550		11/09/2023	11/09/2023	11/09/2023		11/17/2023	43.65
Account 6400.739 - Material & Suppl Special Dept Exp-Fire Prevent Totals									Invoice Transactions 1	\$43.65
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 10	\$9,151.15
Division 000 - Non-Div Totals									Invoice Transactions 10	\$9,151.15
Department 250 - Fire Totals									Invoice Transactions 10	\$9,151.15
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10181 - Dave's Repair Service	359542DG	Monthly Site Inspections as Designated Operator	Paid by Check # 103538		11/01/2023	11/09/2023	11/09/2023		11/17/2023	185.00
10250 - Gavilan Pest Control	0157373	211 Hillcrest Ave Rodents	Paid by Check # 103540		11/03/2023	11/09/2023	11/09/2023		11/17/2023	82.00
10560 - Suburban Propane	129640	Propane Received	Paid by Check # 103553		10/31/2023	11/03/2023	11/03/2023		11/17/2023	305.46
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 3	\$572.46
Account 6360.075 - Maint & Repairs Bdg Teen Center										
10374 - Maynard Group Inc.	300940	Teen Center Phone line	Paid by Check # 103562		10/30/2023	11/03/2023	11/03/2023		11/17/2023	262.80
Account 6360.075 - Maint & Repairs Bdg Teen Center Totals									Invoice Transactions 1	\$262.80



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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 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10183 - Marina Backflow Co.	3006	Crescent at Costa Del Mar and 3240 Imjin Rd	Paid by Check # 103545		10/29/2023	11/09/2023	11/09/2023		11/17/2023	390.00
Account 6360.440 - Maint & Repairs Landscape General Totals										Invoice Transactions 1
										<u>\$390.00</u>
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086737	Fasteners	Paid by Check # 103530		11/03/2023	11/03/2023	11/03/2023		11/17/2023	12.63
10728 - Ace Hardware-Public Works	086758	wasp killer	Paid by Check # 103530		11/06/2023	11/03/2023	11/03/2023		11/17/2023	16.35
10728 - Ace Hardware-Public Works	086767	Graffiti Cover up Preston Park	Paid by Check # 103530		11/07/2023	11/09/2023	11/09/2023		11/17/2023	28.38
10728 - Ace Hardware-Public Works	086774	Comm Center Playground	Paid by Check # 103530		11/08/2023	11/09/2023	11/09/2023		11/17/2023	5.45
10599 - Valley Saw & Garden Equipment	353703	Corp Yard Equipment	Paid by Check # 103557		11/06/2023	11/03/2023	11/03/2023		11/17/2023	306.86
Account 6360.690 - Maint & Repairs Supplies Totals										Invoice Transactions 5
										<u>\$369.67</u>
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056100 073123	9th Street (Irrigation) Parcels L&M	Paid by Check # 103546		07/31/2023	11/09/2023	11/09/2023		11/17/2023	732.89
10349 - Marina Coast Water District	000056100 083123	9th Street (Irrigation) Parcels L&M	Paid by Check # 103546		08/31/2023	11/09/2023	11/09/2023		11/17/2023	666.04
10349 - Marina Coast Water District	000056100 103123	9th Street (Irrigation) Parcels L&M	Paid by Check # 103546		10/31/2023	11/09/2023	11/09/2023		11/17/2023	815.48
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 3
										<u>\$2,214.41</u>
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110336833	PW Uniforms	Paid by Check # 103531		11/03/2023	11/03/2023	11/03/2023		11/17/2023	341.49
10043 - Aramark Uniform Service	5110336834	PW Uniforms/Supplies	Paid by Check # 103531		11/03/2023	11/03/2023	11/03/2023		11/17/2023	71.63
10043 - Aramark Uniform Service	5110341136	PW Uniform Service	Paid by Check # 103531		11/10/2023	11/09/2023	11/09/2023		11/17/2023	158.67
11882 - Tyler Lewis - Employee	11-02-23	Safety Glasses	Paid by Check # 103554		11/02/2023	11/09/2023	11/09/2023		11/17/2023	200.00
Account 6400.800 - Material & Suppl Uniform Totals										Invoice Transactions 4
										<u>\$771.79</u>
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 17
Division 311 - Buildings & Grounds Totals										<u>\$4,581.13</u>
										<u>\$4,581.13</u>



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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 100 - General Fund										
Department 310 - Public Works										
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10331 - Lehr Auto Electric	SI95061	Dodge Durango Unit 818	Paid by Check # 103543		11/06/2023	11/03/2023	11/03/2023		11/17/2023	625.00
10331 - Lehr Auto Electric	SI95314	2022 Ford F-150 PW upfitting	Paid by Check # 103543		11/13/2023	11/09/2023	11/09/2023		11/17/2023	4,383.26
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-020130	Brakes	Paid by Check # 103547		11/13/2023	11/09/2023	11/09/2023		11/17/2023	286.79
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	3		\$5,295.05
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$5,295.05
Division 313 - Vehicle Maint Totals							Invoice Transactions	3		\$5,295.05
Department 310 - Public Works Totals							Invoice Transactions	20		\$9,876.18
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.610 - Prof Svc Planning - Consultant										
10268 - Harris & Associates	60094	Harris & Associates- Ocotber 2023	Paid by Check # 103541		11/06/2023	11/07/2023	11/07/2023		11/17/2023	10,127.50
Account 6300.610 - Prof Svc Planning - Consultant Totals							Invoice Transactions	1		\$10,127.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$10,127.50
Division 000 - Non-Div Totals							Invoice Transactions	1		\$10,127.50
Department 410 - Planning Totals							Invoice Transactions	1		\$10,127.50
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.100 - Prof Svc Code Enforcement										
11477 - Cheryl Kent - DBA Fastrac	2023-85	Code Force Investigations	Paid by Check # 103537		11/07/2023	11/13/2023	11/13/2023		11/17/2023	910.00
10171 - CSG Consultants	53786	Code Enforcement- September 30, 2023 to October 27, 2023	Paid by EFT # 3939		11/13/2023	11/15/2023	11/15/2023		11/17/2023	3,875.00
Account 6300.100 - Prof Svc Code Enforcement Totals							Invoice Transactions	2		\$4,785.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$4,785.00
Division 000 - Non-Div Totals							Invoice Transactions	2		\$4,785.00
Department 430 - Building Inspection Totals							Invoice Transactions	2		\$4,785.00



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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
Fund 100 - General Fund										
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.630 - Other Charges Promotional Activities										
11620 - Certified Folder Display Service, Inc.	604823	Distribution of Restaurant Guides - April-Aug 2023	Paid by EFT # 3938		07/24/2023	11/15/2023	11/15/2023		11/17/2023	1,828.00
11620 - Certified Folder Display Service, Inc.	605145	Distribution of Restaurant Guides - September 2023	Paid by EFT # 3938		08/01/2023	11/15/2023	11/15/2023		11/17/2023	365.60
Account 6600.630 - Other Charges Promotional Activities Totals							Invoice Transactions	2		<u>\$2,193.60</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		<u>\$2,193.60</u>
Division 000 - Non-Div Totals							Invoice Transactions	2		<u>\$2,193.60</u>
Department 440 - Economic Dev Totals							Invoice Transactions	2		<u>\$2,193.60</u>
Fund 100 - General Fund Totals							Invoice Transactions	42		<u>\$41,186.53</u>



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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 110 - Vehicle and Equipment										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.450 - Other Charges Leases & Rents										
11491 - Enterprise FM Trust - Fleet Lease payments only	FBN4888012	Lease Payment/November 2023	Paid by EFT # 3940		11/04/2023	11/06/2023	11/06/2023		11/17/2023	21,319.73
Account 6600.450 - Other Charges Leases & Rents Totals							Invoice Transactions	1		<u>\$21,319.73</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$21,319.73</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$21,319.73</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$21,319.73</u>
Fund 110 - Vehicle and Equipment Totals							Invoice Transactions	1		<u>\$21,319.73</u>



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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 130 - Library Maintenance										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	144381	Landscape Maintenance October 2023	Paid by Check # 103548		10/31/2023	11/09/2023	11/09/2023		11/17/2023	675.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		<u>\$675.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$675.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$675.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$675.00</u>
Fund 130 - Library Maintenance Totals							Invoice Transactions	1		<u>\$675.00</u>



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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 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Nov 2023 202-3	PG&E - 6594070202-3	Paid by Check # 103549		11/09/2023	11/14/2023	11/14/2023		11/17/2023	114.26
10463 - Pacific Gas & Electric	Nov 2023 085-2	PG&E - 5434906085-2	Paid by Check # 103549		11/09/2023	11/14/2023	11/14/2023		11/17/2023	104.58
10463 - Pacific Gas & Electric	Nov 2023 720-0	PG&E - 0167505720-0	Paid by Check # 103549		11/09/2023	11/14/2023	11/14/2023		11/17/2023	1,078.57
10463 - Pacific Gas & Electric	Nov 2023 943-2	PG&E - 6150212943-2	Paid by Check # 103549		11/08/2023	11/14/2023	11/14/2023		11/17/2023	79.02
10463 - Pacific Gas & Electric	Nov 2023 353-7	PG&E - 9930567353-7	Paid by Check # 103549		11/08/2023	11/14/2023	11/14/2023		11/17/2023	73.59
10463 - Pacific Gas & Electric	Nov 2023 582-7	PG&E - 8161432582-7	Paid by Check # 103549		11/08/2023	11/14/2023	11/14/2023		11/17/2023	155.29
10463 - Pacific Gas & Electric	Nov 2023 148-6	PG&E - 5593414148-6	Paid by Check # 103549		11/08/2023	11/14/2023	11/14/2023		11/17/2023	219.15
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 7	\$1,824.46
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056036 073123	2nd Ave/Divarty & Intergarrison	Paid by Check # 103546		07/31/2023	11/09/2023	11/09/2023		11/17/2023	177.74
10349 - Marina Coast Water District	000056036 103123	2nd Ave/Divarty & Intergarrison	Paid by Check # 103546		10/31/2023	11/09/2023	11/09/2023		11/17/2023	195.51
10349 - Marina Coast Water District	000056095 083123	2nd Ave	Paid by Check # 103546		08/31/2023	11/09/2023	11/09/2023		11/17/2023	177.74
10349 - Marina Coast Water District	000056095 103123	2nd Ave	Paid by Check # 103546		10/31/2023	11/09/2023	11/09/2023		11/17/2023	195.51
10349 - Marina Coast Water District	000056037 083123	2nd Ave	Paid by Check # 103546		08/31/2023	11/09/2023	11/09/2023		11/17/2023	177.74
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 5	\$924.24
Account 6400.750 - Material & Suppl Street Material (non-capitalize)										
10261 - Graniterock/Pavex Construction	2124368	Granitepatch	Paid by Check # 103561		10/28/2023	11/03/2023	11/03/2023		11/17/2023	1,652.82
Account 6400.750 - Material & Suppl Street Material (non-capitalize) Totals									Invoice Transactions 1	\$1,652.82
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110341137	Shop Supplies	Paid by Check # 103531		11/10/2023	11/09/2023	11/09/2023		11/17/2023	62.36
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 1	\$62.36
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 14	\$4,463.88
Division 000 - Non-Div Totals									Invoice Transactions 14	\$4,463.88
Department 000 - Non-Dept Totals									Invoice Transactions 14	\$4,463.88
Fund 220 - Gas Tax Totals									Invoice Transactions 14	\$4,463.88



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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 232 - Seabreeze AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	144381	Landscape Maintenance October 2023	Paid by Check # 103548		10/31/2023	11/09/2023	11/09/2023		11/17/2023	218.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		<u>\$218.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$218.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$218.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$218.00</u>
Fund 232 - Seabreeze AD Totals							Invoice Transactions	1		<u>\$218.00</u>



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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 233 - Monterey Bay Estates AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	144381	Landscape Maintenance October 2023	Paid by Check # 103548		10/31/2023	11/09/2023	11/09/2023		11/17/2023	468.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		<u>\$468.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$468.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$468.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$468.00</u>
Fund 233 - Monterey Bay Estates AD Totals							Invoice Transactions	1		<u>\$468.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/17/23 - 11/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 235 - Cypress Cove II AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	144381	Landscape Maintenance October 2023	Paid by Check # 103548		10/31/2023	11/09/2023	11/09/2023		11/17/2023	530.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$530.00
Account 6360.441 - Maint & Repairs Landscape Tree & ExtraordinarySvc										
10446 - New Image Landscape Co.	419795	Irrigation Repairs at Dolphin Cir & Cardoza Ave	Paid by Check # 103548		10/30/2023	11/03/2023	11/03/2023		11/17/2023	9,565.00
Account 6360.441 - Maint & Repairs Landscape Tree & ExtraordinarySvc Totals									Invoice Transactions 1	\$9,565.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$10,095.00
Division 000 - Non-Div Totals									Invoice Transactions 2	\$10,095.00
Department 000 - Non-Dept Totals									Invoice Transactions 2	\$10,095.00
Fund 235 - Cypress Cove II AD Totals									Invoice Transactions 2	\$10,095.00



Accounts Payable by G/L Distribution Report

Payment Date Range 11/17/23 - 11/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 251 - CFD - Locke Paddon										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	144381	Landscape Maintenance October 2023	Paid by Check # 103548		10/31/2023	11/09/2023	11/09/2023		11/17/2023	249.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$249.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$249.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$249.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$249.00
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions	1		\$249.00



Accounts Payable by G/L Distribution Report

Payment Date Range 11/17/23 - 11/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 352 - Measure-X C.O.P. Debt Service										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.226 - Prof Svc Fin - Fees - Trustee										
11250 - U.S. Bank	7034075	2022 Certificates of Participation Trans Infrastructure Project	Paid by Check # 103555		08/25/2023	11/14/2023	11/14/2023		11/17/2023	3,000.00
Account 6300.226 - Prof Svc Fin - Fees - Trustee Totals							Invoice Transactions	1		<u>\$3,000.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$3,000.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$3,000.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$3,000.00</u>
Fund 352 - Measure-X C.O.P. Debt Service Totals							Invoice Transactions	1		<u>\$3,000.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/17/23 - 11/17/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11802 - Baker Tilly US, LLP	BT2596648	Analysis of Equestrian Boarding 2023	Paid by Check # 103532		11/06/2023	11/03/2023	11/03/2023		11/17/2023	390.00
11932 - Barrington McLean	100	MLK Sculpture Repair	Paid by Check # 103533		10/24/2023	11/09/2023	11/09/2023		11/17/2023	1,080.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		<u>\$1,470.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		<u>\$1,470.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	2		<u>\$1,470.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	2		<u>\$1,470.00</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	2		<u>\$1,470.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/17/23 - 11/17/23

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										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.050 - Maint & Repairs Building										
10470 - Peninsula Welding & Medical Supply	11-9-23	Compressed Gas	Paid by Check # 103550		11/09/2023	11/09/2023	11/09/2023		11/17/2023	37.06
Account 6360.050 - Maint & Repairs Building Totals										Invoice Transactions 1
										\$37.06
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct-Nov 451-7	3271 Imjin Rd (8600650451-7)	Paid by Check # 103549		11/08/2023	11/27/2023	11/13/2023		11/17/2023	484.84
10463 - Pacific Gas & Electric	Oct-Nov 347-0	3263 Imjin Rd (6258961347-0)	Paid by Check # 103549		11/08/2023	11/27/2023	11/13/2023		11/17/2023	754.64
10463 - Pacific Gas & Electric	Oct-Nov 608-2	3260 Imjin Rd Bldg 514 (7383993608-2)	Paid by Check # 103549		11/09/2023	11/27/2023	11/13/2023		11/17/2023	1,057.14
10463 - Pacific Gas & Electric	Oct-Nov 288-5	781 Neeson Rd Bldg 520 (7175660288-5)	Paid by Check # 103549		11/09/2023	11/27/2023	11/13/2023		11/17/2023	406.31
10463 - Pacific Gas & Electric	Oct-Nov 694-1	721 Neeson Rd Bldg 533 (7269284694-1)	Paid by Check # 103549		11/09/2023	11/27/2023	11/13/2023		11/17/2023	807.54
10463 - Pacific Gas & Electric	Oct-Nov 103-6	3200 Imjin Rd (8030427103-6)	Paid by Check # 103549		11/08/2023	11/27/2023	11/13/2023		11/17/2023	3,457.41
Account 6380.300 - Utilities Gas & Electric Totals										Invoice Transactions 6
										\$6,967.88
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 56 097	3200 Imjin Rd (000056 097)	Paid by Check # 103546		10/31/2023	11/15/2023	11/14/2023		11/17/2023	485.28
10349 - Marina Coast Water District	Oct 56 096	3271 Imjin Rd (000056 096)	Paid by Check # 103546		10/31/2023	11/15/2023	11/14/2023		11/17/2023	106.91
10349 - Marina Coast Water District	Oct 56 051	721 Neeson Rd (000056 051)	Paid by Check # 103546		11/14/2023	11/14/2023	11/14/2023		11/17/2023	205.44
10349 - Marina Coast Water District	Oct 56 044	781 Neeson Rd (000056 044)	Paid by Check # 103546		10/31/2023	11/15/2023	11/14/2023		11/17/2023	161.34
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 4
										\$958.97
Account 6400.733 - Material & Suppl Signs										
10967 - Monterey Signs, Inc.	23767	Signs for Fuel farm	Paid by EFT # 3941		11/08/2023	11/09/2023	11/09/2023		11/17/2023	294.98
Account 6400.733 - Material & Suppl Signs Totals										Invoice Transactions 1
										\$294.98
Account 6600.625 - Other Charges Printing Svc										
11790 - Quality Print & Copy	23717	BC Melissa Orduno	Paid by Check # 103551		11/09/2023	11/09/2023	11/09/2023		11/17/2023	117.79
Account 6600.625 - Other Charges Printing Svc Totals										Invoice Transactions 1
										\$117.79
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 13
										\$8,376.68
Division 000 - Non-Div Totals										Invoice Transactions 13
										\$8,376.68
Department 000 - Non-Dept Totals										Invoice Transactions 13
										\$8,376.68
Fund 555 - Marina Airport Totals										Invoice Transactions 13
										\$8,376.68
Grand Totals										Invoice Transactions 79
										\$91,521.82



DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
November 21, 2023

MINUTES

Tuesday, November 7, 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. 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.

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, Mayor/Chair Bruce C. Delgado

2. PUBLIC COMMENT ON CLOSED SESSION:

- Michelle Bacon -

4. CLOSED SESSION:

- a. Conference with Legal Counsel, Anticipated litigation, Initiation of litigation pursuant to § 54956.9(c): One case
- b. Public Employee Performance Evaluation, (§54957)
Title: City Manager
- c. Public Employment Appointment (§54957)
Position: City Attorney
- d. Conference with Real Property Negotiations (§ 54956.8)
Property: 499 9TH Street, Marina, CA – APN: 031-201-016-000
Negotiating Parties: Marina Equestrian Association
Agency Negotiation: Layne Long
Under Negotiation: Price and Terms of Payment

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

Interim City Attorney Quinn reported out Closed Session: The council met tonight in closed session. There were 4 items listed, anticipated litigation, performance evaluation, public employment, appointment city attorney, and then conference with real property negotiation. This evening the council was only able to address one issue. They met on public employment appointment for city attorney. Direction was provided, but no reportable action. All other items the remaining 3 items will be continued to the end of the regular session.

5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)**6. SPECIAL PRESENTATIONS:**

- a. Broadband Strategic Plan, Sara House, Monterey County IT

7. COUNCIL AND STAFF ANNOUNCEMENTS:

- Mayor Pro Tem Medina Dirksen – Commented on Marina High School Volleyball team taking the Santa Lucia League Championship and the Cross-country team taking the Cypress Division Championship.
- Council Member Vissher – Announced the MST service between Salinas and Gilroy has been reinstated.
- Mayor Delgado – Announced on November 16th at 1:00pm will be a public meeting, on-line only of a committee called California Competes. It's a committee of the state of California governor's office and Joby will be on the agenda to for a possible \$9 million grant. Commented on the two Halloween events held at the Community Center and the Teen Center.
- Council Member McCarthy – Announce he wasn't feeling well and would leave after public comments. Commented on the City applying for the REAP 2.0 Grant and the city might not get recommended for the approval of the grant through AMBAG. Commented on the Wreaths Across America and the Marina Foundation Scholarship Program.

- Public Works Director McMinn – Announced City is still soliciting input from the public on the downtown landscaping and streetscape. A public meeting will be held on November 16, 2023 at 5:30 pm prior to the Public Works Commission meeting starting at 6:30 pm.
 - Recreation Director Willer – Provided an update on the two Halloween events that happened at the Community Center and the Teen Center. Thanked the sponsors for their continued donations and time and also thanked the recreation staff.
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.*
- Chandler Roland – Commented on the 2022 MST Annual Report and the connectivity to the peninsula, the cost of the two new bus lanes and the destruction of 6-miles of environmental landscape. Opposes the project and asked council to reject the project.
 - Denise Turley – Stated the Downtown Landscape and streetscape link on the website is not working. Asked if someone could investigate it.
 - Michelle Bacon – Asked who manages the contract with Chaparral Country Corp. to make sure they are complying? Asked about Chaparral's current liability insurance and was the correct amount? Commented on security at the Equestrian Center; asked about their business license and commented on law suits in other parts of California.
 - Patty Roche – Expressed concerns about Las Animas Concrete plant and asked about the hours of operation versus the hours of delivery of materials; when is California Avenue going to be open up on Imjin Avenue; will the trucks, delivery and everything continue going from Ninth Street to California to 8th Street, Imjin Parkway to Imjin Road, or will they be allowed to go from Ninth Street and California all the way to Imjin Road?
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 103346-103476, totaling \$1,201,516.10.
- b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) October 17, 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. 2023-105**, accepting \$1,050 in cash donations from the Marina Foundation, Richard Russell Cross Fit, Monterey Bay Moves Inc., Yvonne & Paul Tovar, and Keoki's Hawaiian Barbeque for a total of \$1,050.00 *(This item is exempt from environmental review per §15378 of the CEQA guidelines.)*
 - (2) Adopting **Resolution No. 2023-106**, authorizing the City Manager to fill a Full Time Limited Term Commander position for the Marina Police Department; and authorizing adjustments to the City's Authorized Full-Time positions list in the FY 2023 Budget. *(This item is exempt from environmental review per §15378 of the CEQA guidelines.)*
 - (3) Adopting **Resolution No. 2023-107**, authorize a reclassification for the Recreation Leader classification; and authorize an update to the current salary schedules for the Part Time Recreation Instructors for fiscal year 2023/24. *(This item is exempt from environmental review per §15378 of the CEQA guidelines.)*
- g. APPROVAL OF AGREEMENTS:
 - (1) Adopting **Resolution No. 2023-108**, accepting the Coastal Commission's Non-Competitive grant award and directing the Finance Director to make budget amendments as necessary. *This item is exempt from environmental review per §15378 of the CEQA guidelines.*
 - (2) Adopting **Resolution No. 2023-109**, awarding the City of Marina General Building Improvements On-Call Contract 2023, to Pueblo Construction Inc. of Seaside, California for an annual contract amount not to exceed \$1,000,000, and an option for an additional one (1) year extension with a not to exceed annual funding limit of \$1,000,000. *This item is exempt from environmental review per §15378 of the CEQA guidelines.*
 - (3) Adopting **Resolution No. 2023-110**, approving the Phase 1B-Promenade Public Improvement Agreement for the Traffic Signal and Site Lighting between City of Marina and Shea Homes, LP. *This project is exempt from further environmental review per Section 15162 of the CEQA guidelines as the traffic impacts were previously assessed in the University Village EIR.*
 - (4) Adopting **Resolution No. 2023-111**, authorizing the City Manager to finalize and enter into an Expanded Learning Opportunities Agreement between the City of Marina (City) and Monterey Peninsula Unified School District (MPUSD). *This item is exempt from environmental review per §15378 of the CEQA guidelines.*

(5) Adopting **Resolution No. 2023-112**, approving a maintenance services agreement between the City of Marina and Della Mora Sheet Metal & Air Conditioning, Inc. of Marina, California to replace the public safety building heating, ventilating, and air conditioning (HVAC) unit. *This item is exempt from environmental review per §15378 of the CEQA guidelines.*

(6) Adopting **Resolution No. 2023-113**, authorizing the City Manager to enter into two Reimbursement Agreements for the improvement of 8th Street from 3rd Avenue to California Avenue and California Avenue from Imjin Parkway to 8th Street between City of Marina and Shea Homes, LP, (“Developer”), *This item is exempt from environmental review per §15378 of the CEQA guidelines.*

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:

(1) Adopting **Resolution No. 2023-114**, accepting the completion of the City Park Barracks and Cypress Knolls Buildings Blight Removal 2022 Project. *This item is exempt from environmental review per §15378 of the CEQA guidelines.*

i. **MAPS:** None

j. **REPORTS:** (RECEIVE AND FILE): None

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

l. APPROVE ORDINANCES (WAIVE SECOND READING):

(1) Read by Title Only and adopting **Ordinance No. 2023-14**, adding a new Chapter 17.68 to the Marina Municipal Code (MMC) pertaining to Temporary Use Permits. *The proposed amendments are exempt from CEQA per Sections 15304(e) and 155378(b)(5).*

m. **APPROVE APPOINTMENTS:** None

BIALA/MEDINA DIRKSEN: TO APPROVE THE CONSENT AGENDA. 4-0-1(McCarthy)-0 Motion Passes

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. 2023-115**, authorizing the City Manager to execute the Memorandum of Understanding between the City of Marina and the Executive Directors of Marina, and authorizing adjustments to the City’s Salary Schedule and Compensation Plan. *This item is exempt from environmental review per §15378 of the CEQA guidelines.*

DELGADO/MEDINA DIRKSEN: TO ADOPT RESOLUTION NO. 2023-115, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE EXECUTIVE DIRECTORS OF MARINA, AND AUTHORIZING ADJUSTMENTS TO THE CITY'S SALARY SCHEDULE AND COMPENSATION PLAN; AND TO INCORPORATE THE SALARY SCHEDULE INTO THE BODY OF THE RESOLUTION. 4-0-1(McCarthy)-0

Motion Passes

- b. Receive an informational update on the Draft Downtown Specific Plan and provide input to city staff. A Notice of Preparation (NOP) has been prepared to notify agencies and interested parties that the City of Marina (City), as the Lead Agency, will prepare an Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) for the proposed Downtown Specific Plan.

Council received the update on the Draft Downtown Specific Plan and discussed public access to the Draft Downtown Specific Plan and the outreach to stakeholders. Council wanted more input from business owners before making a decision on “less restrictive on the nonconforming language in the plan” and agreed not to have more drive thru’s in the downtown area.

Public Comments: None received

- c. Receive informational update on 1986 Sierra Club Settlement Agreement.

Council received the update on the 1986 Sierra Club Settlement Agreement and discussed the monies collected from the three hotels, the current fund balance and the potential use of the funds.

Public Comments:

- Grace Silva-Santella – Asked if a native plant restoration project or a new native plant project in the Marina Library vicinity property be available for usage of these funds? Noted that the Friends of the Marina Library along with the Maria Tree and Garden Club and the Marina Foundation have funds to add-in for new California native plants along the edge of the building on either side of the front entrance of a library as well as under the flagpole. checking to see if the reference to Locke Paddon Park would also include the area of the Marina library.

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor’s Association [Mayor Bruce Delgado]

Marina hosted November’s Monterey County Mayors Association meeting at Glorya Jean Tate Park/Marina Pump Track, well attended by the other mayors. Next meeting is in December in Monterey

- b. Council reports on meetings and conferences attended (Gov’t Code Section 53232).

Mayor Pro Tem Medina Dirksen provided updates on TAMC. Noted TAMC was awarded \$640,000 in a federal Grant having to do with reducing traffic fatalities and collisions.

Council Member Visscher attended the Marina Equestrian Center's October 28th Fall Harvest Festival, great event. Attended the Preston Park Community Center Halloween event. Attended the Lightfighter Village Groundbreaking on November 3rd.

Mayor Delgado attended the 9th Annual State of the Region conference where they talked about an unprecedented amount of money coming down from the state to local jurisdictions who are best able to get the money if they partner with their peer jurisdiction.

15. ADJOURNMENT: The meeting adjourned back into Closed Session at 9:55 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

October 31, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 21, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023- TO
EXTEND THE TERM OF THE CURRENT TREE COMMITTEE
MEMBERS FOR ONE YEAR.**

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2023-, extending the appointment of the current Tree Committee members for one year or until January 1, 2025.

BACKGROUND:

At the regular meeting of the City Council on August 16, 2022, adopted Resolution 2022-109, directing city staff to reconstitute the Tree Committee; and

At the regular meeting of February 7, 2023, the City Council adopted Ordinance 2023-11 approving the public appointment the following individuals to the Tree Committee for one-year terms with two Planning Commissioners, one as a member of the body and the other as an alternate:

- Greg Simmons
- Jeff Markham
- Judith Elvira
- Jackie Gardner
- Planning Commission Member, Richard St. John
- Alternate Planning Commissioner, Audra Walton

The Tree Committee has met four (4) times. This includes training from the City Attorney and Planning Staff on March 8, electing a chair and vice chair as well as adopting by-laws on May 24, and creating a 2-year workplan on August 16, 2023. Further, on October 18, 2023 the tree committee reviewed their first Tree Removal permit. The committee has also formed two subcommittees. The first is to review the current recommended tree list and the second to review and refine the Tree Committee's two-year work plan.

Staff requests that the City Council extend the current members' appointments for one (1) year or until January 1, 2025.

ENVIRONMENTAL IMPACT: This item is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

FISCAL IMPACT: None.

CONCLUSION: This request is submitted to the City Council for consideration and possible action.

Respectfully submitted:

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

REVIEWED/CONCUR

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL EXTENDING THE TERM OF
THE CURRENT TREE COMMITTEE MEMBERS FOR ONE YEAR OR
UNTIL JANUARY 1, 2025.**

WHEREAS, on August 16, 2022, the City Council adopted Resolution 2022-109, directing city staff to reconstitute the Tree Committee; and

WHEREAS, on February 7, 2023, the City Council adopted Ordinance 2023-11, approving the public appointment of the current Tree Committee for one-year terms with two Planning Commissioners, one as a member of the body and the other as an alternate.

WHEREAS, the Tree Committee have met four (4) times where they have attended a training session, elected a chair and vice chair, adopted by-laws, reviewed a tree removal permit, and begun working on a two-year work-plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby approve the extension of the public appointment for one (1) year for the terms to end January 1, 2025:

- Greg Simmons
- Jeff Markham
- Judith Elvira
- Jackie Gardner
- Planning Commission Member, Richard St. John
- Alternative Planning Commission Member, Audra Walton

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 21st day of November 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

November 16, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 21, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING MURAL DESIGN FOR EAST WALL LOWER LOCKE PADDON
RESTROOMS AND APPROVING ANY ADDITIONAL CHANGES TO THE
MURAL DESIGN SUCH AS THE INCLUSION OF THE SUBJECTS' NAMES
AND A PLAQUE OR INTERPRETIVE SIGN WITH RELEVANT
INFORMATION**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, approving mural design for east wall of lower Locke Paddon Park restrooms; and
2. Approving any additional changes to the mural design such as the inclusion of the subjects' names and a plaque or interpretive sign with relevant information.

BACKGROUND:

Mayor Delgado was recently approached with a mural design and request by representatives of Friends of Marina Parks and Citizens For Sustainable Marina (both active Marina non-profits who have been organizing projects for several years to beautify parks and other City properties [e.g. percolation ponds]). This request was to paint a mural of 2 internationally known women on the east wall of the lower Locke Paddon Park restrooms. The mural design was forwarded to City Manager Layne Long by the mayor on Oct. 22, 2023.

City Manager Long advised that the proposed mural wasn't simply depicting the natural environment as a few other murals recently administratively approved at Locke Paddon and Vince DiMaggio Parks and thus he suggested this mural was appropriate to be considered for approval by City Council as was the mural supporting the Asian history of Pacific Grove on the east wall of the Del Monte Blvd. dispensary.

On November 5, 2023, volunteers of Friends of Marina Parks and Citizens for Sustainable Marina, in coordination with City staff, painted the four walls of the lower Locke Paddon Park restrooms and the red-stained wooden walls outside the entrance to these restrooms.

Exhibit A shows the proposed mural of 2 internationally known women, Malala Yousafzai (Pakistani Nobel Peace Prize Laureate for supporting education of girls) and Greta Thunberg (Swedish environmental justice activist, awarded numerous prestigious awards and nominated 5 times for the Nobel Peace Prize).

Exhibit B shows the lower Locke Paddon Park restrooms from various angles.

If approved this mural would be painted using donated funds from the Monterey County Arts Council and Citizens for Sustainable Marina.

FISCAL IMPACT:

No City funds will be expended to support this project.

CONCLUSION:

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

Respectfully submitted,

Bruce Delgado
Mayor, City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING MURAL DESIGN FOR EAST WALL LOWER LOCKE PADDON
RESTROOMS

WHEREAS, Mayor Delgado was recently approached with a mural design and request by representatives of Friends of Marina Parks and Citizens For Sustainable Marina to paint a mural of 2 internationally known women on the east wall of the lower Locke Paddon Park restrooms and,

WHEREAS, On November 5, 2023, volunteers of Friends of Marina Parks and Citizens for Sustainable Marina, in coordination with City staff, painted the four walls of the lower Locke Paddon Park restrooms and the red-stained wooden walls outside the entrance to these restrooms and,

WHEREAS, no City funds would be expended to install or remove banners and signs because this is an all-volunteer effort

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

1. Approving mural design for east wall of lower Locke Paddon Park restrooms; and
2. Approving any additional changes to the mural design such as the inclusion of the subjects' names and a plaque or interpretive sign with relevant information

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 21ST day of November 2023 by the following vote:

AYES, COUNCIL MEMBERS
NOES, COUNCIL MEMBERS
ABSENT, COUNCIL MEMBERS
ABSTAIN, COUNCIL MEMBER

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Exhibit A.
Proposed Mural Design for Lower Locke Paddon Park Restrooms



Exhibit B.

Various perspectives of Lower Locke Paddon Park Restrooms.

Photo 1. Below photo shows the east wall of restrooms which is proposed for a mural.



Photo 2. Below photo shows north wall of restrooms to the right, and east wall (proposed for mural) on the left.



Photo 3. Below photo shows south wall of restrooms to the left, and east wall (proposed for mural) on the right.



Photo 4. Below photo shows recently-painted wooden walls outside of restrooms which are entered from the west.



November 9, 2023

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

Members of the Marina
City Council

City Council Meeting
of November 21, 2023

**THE CITY COUNCIL OF THE CITY OF MARINA CONSIDER ADOPTING
RESOLUTION NO. 2023, APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH DESIGN PATH STUDIO FOR THE DEVELOPMENT OF
PRE-APPROVED ACCESSORY DWELLING UNIT (ADU) BUILDING PLANS.
THIS ITEM IS EXEMPT FROM ENVIRONMENTAL REVIEW PER SECTIONS
15062(c)(2) AND 15061(b)(3) OF THE CEQA GUIDELINES.**

REQUEST: It is requested that the Marina City Council:

1. Adopt Resolution No. 2023, approving a Professional Services Agreement with Design Path Studio (Consultant) for the development of pre-approved accessory dwelling unit (ADU) building plans in compliance with the California Building Code (CBC) and Titles 15 and 17 of the Marina Municipal Code (MMC).

SUMMARY:

In an effort to meet Regional Housing Needs Allocation (RHNA) obligations, reduce costs and streamline the application process for prospective ADU owners, and achieve compliance with State law and the City's 6th Cycle Housing Element update, City staff conducted a competitive request for proposals (RFP) to qualified design firms for the submittal of proposals describing how their respective firms could provide this service.

BACKGROUND:

On January 18, 2023, the City Council authorized the City Manager to apply for the Permanent Local Housing Allocation (PLHA) grant to assist the City in meeting its RHNA obligations. The City was later awarded a PLHA grant in the amount of \$627,069.

In May 2023, the City issued a request for proposals (RFP) for a series of pre-approved, detached ADU plans. Several firms applied before the June 30 deadline, and staff evaluated each proposal for experience, approach to project, schedule, and cost. City staff selected Design Path Studio, a San Diego-area firm rich with experience in preparing similar plans for jurisdictions throughout the state, including the City of Salinas.

Under the Professional Services Agreement (**EXHIBIT A**), Design Path Studio would prepare three distinct elevations for each of three ADU design types (studio, one-bedroom, two-bedroom), resulting in nine unique floor plans that would be owned by the City. Following evaluation and pre-approval by Building and Planning staff, residents could use the plans at no cost, resulting in significant cost savings and streamlining the application process.

Design Path Studio proposes to complete this work in approximately five months at a total cost of \$78,400. The Professional Services Agreement authorizes staff to issue Design Path Studio a notice to proceed on work per the terms of the scope of work. The City would utilize PLHA funds to pay for this service.

Although this work represents only about 12 percent of the funding received through the PLHA grant, it is an important component of the City's effort to comply with State law, RHNA obligations, and the 6th Cycle Housing Element update. Program 2.1 of the Housing Element calls for the City to continue facilitating the development of ADUs, and one of the objectives of this program is developing incentives to encourage development of ADUs, including developing pre-approved plans, by the end of 2024.

FISCAL IMPACT:

Consultant fees (\$78,400) for the development of the pre-approved ADU concepts will be fully provided through the PLHA grant. The PLHA grant is provided by the State's Housing and Community Development Dept. (HCD) and administered by the City.

ENVIRONMENTAL REVIEW:

The approval of this Professional Services Agreement is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

CONCLUSION:

This request is submitted for City Council consideration.

Respectfully submitted,

Alec Barton, AICP
Contract, 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

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DESIGN PATH
STUDIO FOR THE DEVELOPMENT OF PRE-APPROVED ACCESSORY
DWELLING UNIT (ADU) BUILDING PLANS FOR AN AMOUNT NOT TO
EXCEED \$78,400; AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE
NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZE
THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF CITY
WITH DESIGN PATH STUDIO SUBJECT TO FINAL REVIEW BY THE CITY
ATTORNEY.

WHEREAS, the City of Marina desires to develop pre-approved ADU building plans in an effort to comply with Program 2.1 of the City's 6th Cycle Housing Element update, and in an effort to forward the housing goals of the City and the State of California;

WHEREAS, the City conducted a competitive request for proposals and received proposals from five (5) qualified consultants. Each of the consultants were evaluated by staff using a rubric included in the request for proposals (RFP), and a successful candidate was selected;

WHEREAS, completion of the pre-approved ADU building plans requires a Professional Services Agreement with the selected consultant, Design Path Studio, a planning and architecture firm with local experience; and

WHEREAS, the approval of this Professional Services Agreement is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2), because the proposed ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

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

1. Approving a Professional Services Agreement with Design Path Studio for the preparation of pre-approved ADU building plans for an amount not to exceed \$78,400;
2. Authorize the Finance Director to make necessary accounting and budgetary entries; and
3. Authorize the City Manager to execute the Agreement on behalf of City with Design Path Studio subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 21st of November 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**CITY OF MARINA
AGREEMENT FOR DRAFTING PRE-APPROVED ACCESSORY DWELLING UNIT
(ADU) CONCEPTS FOR THE CITY'S PRE-APPROVED ADU PROGRAM**

THIS AGREEMENT is made and entered into on _____, 2023, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Design Path Studio, a California corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor to: collaborate with City staff to prepare a series of pre-approved, detached Accessory Dwelling Unit ("ADU") plans. The services identified in this scope of work include developing a set of three (3) detached ADU building plans that will each be of a different unit type (studio, one-bedroom, two-bedroom), with three (3) unique elevations for each building plan type, for a total of nine (9) elevations. Deliverables will include the plan sets/elevations, an overview of the Contractor's design types, and a short catalog of design features to accompany ADUs on the lot of a primary dwelling unit with unique or historic architecture. The aforementioned tasks are hereinafter referred to as the "Project."
- B. Contractor represents and warrants that it has the qualifications, experience, and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services because of the Contractor's experience with the Project as the preparer of related documents for a range of local and regional jurisdictions, including Salinas, Encinitas, Chino, Temecula, Carlsbad, and Paradise, and because of their detailed response to the request for proposals (RFP) issued by the City.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in **Exhibit "A"** attached hereto ("Scope of Work") and by this reference made a part hereof. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(d) Contractor is responsible for making an independent evaluation and judgment of all relevant City-wide conditions that could affect performance of the work.

(e) City shall cooperate with Contractor and will furnish all information, data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit "A." Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City; however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on _____, 2023, and shall expire on _____, 2024, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval; and

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto; and

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

(b) Contractor shall commence work on the Project on or by _____, 2023. 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 a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed seventy-eight thousand four hundred dollars (\$78,400.00) in accordance with the provisions of this Section and the Fee Schedule attached hereto as **Exhibit "B"** and incorporated herein by this reference.

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

(f) There shall be no charge for transportation within Monterey, Santa Cruz and San Benito Counties required for the performance of the services under this Agreement; travel to other locations must be approved in writing and in advance by the City, mileage will be charged at the then current standard rate for business travel as set by the U.S. Internal Revenue Service for such approved travel.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice

of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is affected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator Alec Barton, Planning Services Manager, who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Geoffrey Plagemann as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Yvonne St. Pierre, AIA, LEED AP; Geoffrey Plagemann, AICP; Cody Purcell; Kristine Zayas; Jose de Jesus Garcia; and Marcus Israel.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for payment for, administration, completion, presentation, and quality of all work performed. If such persons are utilized, they shall be charged at cost. City reserves its right to employ other contractors in connection with this Project.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights that arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City, except that Contractor may include the designs in its portfolio and use the designs as promotional material and procuring future business. Contractor shall provide reproducible copies of all the above-cited items, except for project CAD files, which can be obtained through a separate Electronic Files Agreement. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the

format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor and its subcontractors shall comply with the applicable laws of the United States of America, the State of California and the City prohibiting discrimination and harassment. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of gender, gender expression, gender identity, genetic characteristics, sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), mental disability, age, marital status, denial of family and medical care leave and denial of pregnancy disability leave, sexual orientation, military/veteran status and any other characteristics protected by state or federal law. Contractor shall give written notice of its obligations under this

clause to labor organizations with which it has a collective bargaining or other agreement.

- (b) Contractor shall include the provisions of this Section 12(a) in all subcontracts related to this Agreement.

13. Indemnification.

(a) Other than in the performance of design professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, immediately defend (with independent counsel reasonably acceptable to the City) and hold harmless the City, its Council, boards, commissions, employees, officials and agents (collectively "Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify and Contractor shall be obligated to defend in all legal, equitable, administrative or special proceedings upon tender to the Contractor of any claim in any form or at any stage of an action or proceeding, whether or not liability is established and the obligation extends through final judgment including exhaustion of any appeals. The Contractor's obligation to indemnify applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally determined that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined by said section 2782.8(c)(2) ("Design Professional") Design Professional shall indemnify, protect and hold harmless any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, or such acts or omissions of an officer, employee, agent or subcontractor of the Design Professional. Design Professional shall not have an immediate duty to defend an Indemnified Party, however, Design Professional's obligation to indemnify (including reimbursing the cost to defend) and hold the Indemnified Parties harmless applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally determined that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party the Design Professional's indemnification obligation shall be reduced in direct proportion to the indemnified party's proportionate percentage of fault. Within 30 days following Design Professional's receipt of a properly presented written invoice Design Professional shall satisfy its indemnification obligations and reimburse the Indemnified Party for the cost of reasonable attorney's fees and defense costs incurred by the Indemnified Party to the same extent of Design Professional's indemnity obligation herein. In no event shall the

cost to defend charged to the Design Professional exceed the Design Professional's proportionate percentage of fault.

(c) The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party unrelated to design professional services does not relieve Contractor from its separate and distinct obligation to defend City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to provide an immediate defense to any Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend the Indemnified Party at Contractor's expense by independent counsel reasonably acceptable to the City. Unless otherwise provided above, an Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. Contractor may submit a claim to the City for reasonable defense costs (including attorney's and expert fees) incurred in providing a defense of any Indemnified Party to the extent such defense costs arise under principals of comparative fault from the Indemnified Party's active negligence, recklessness or willful misconduct.

(e) This obligation to indemnify and defend, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "C" "Insurance" *[If there is no Exhibit B (Fee Schedule), see Sec. 3(a), above, Exhibit C may become Exhibit B]* attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, executed by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) be endorsed to protect City as an additional insured for commercial general and business auto liability; (2) provide City prior notice of cancellation; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Contractor. The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.

This Agreement shall not constitute, and it is not intended to constitute, either party as an employer, employee, agent, partner or legal representative of the other party for any purpose, or give either party any right to supervise or direct the functions of the other party. Except as specifically provided herein, neither party shall have authority to act for or obligate the other party in any way or to extend any representation on behalf of the other party. Each party agrees to perform under this Agreement solely as an independent contractor and neither party shall have any right, power, or authority, nor shall they represent themselves as having any authority to assume, create, or incur any expense, liability or obligation, express or implied, on behalf of the other party for any purpose. Each party agrees not to permit its employees or agents to do anything that might be construed or interpreted as acts of the other party.

16. Claims for Labor and Materials. Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against

any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance with Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor must be in good standing and registered with the California Department of Industrial Relations in accordance with California Labor Code section 1725.5 and shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance (Title 5 of the Marina Municipal Code) for which a business license tax is prescribed and assessed at the rate of two-tenths percent of gross receipts, in accordance with the provisions therein. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
 City of Marina City Hall
 211 Hillcrest Avenue
 Marina, California 93933
 Fax: (831) 384-9148

To Contractor: Design Path Studio
 c/o Geoffrey Plagemann
 P.O. Box 230165
 Encinitas, California 92023

The parties may agree in writing to receive notice by email. Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. Amendments, Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

24. Force Majeure. Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control except that an economic downturn of any type shall not be a justifiable cause for the failure to meet their respective obligations under this Agreement. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. Severability. Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. Construction, References, Captions. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. Advice of Counsel. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

33. Time. Time is of the essence in this contract.

34. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

CONTRACTOR

By: _____

By: _____

Name: _____
Its: _____
Date: _____

Name: _____
Its: _____
Date: _____

Attest: (Pursuant to Reso: 20____ - _____)

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

EXHIBIT A

Section 1 (a)

- SCOPE OF WORK -

SCOPE OF WORK

Design Path Studio (consultant) has prepared the proposed Scope of Services base on our understanding of the project description provided in the RFP. Based on our firm's experience with similar projects, we are confident that the proposed scope and time frame can be accomplished. Design Path's management team of Yvonne St. Pierre and Geoffrey Plagemann will oversee the work of all team members, including on in-house structural engineering and Title 24 calculations, to ensure a quality product that is delivered on time and on budget. Consultants will meet with City Staff on a monthly basis to track progress.

ADU Standard Design Plans

Task 1: Kick-off Meeting + Project Management

Deliverables: Schedules, Agendas, Minutes, and Findings

- A. Consultant shall attend a kick-off meeting with City Staff to refine the scope of services, timeline, steps for completion of ADU outreach materials and building plans. The kick-off meeting will establish protocols for communication, progress meetings, and clarify project objectives and deliverables.
- B. Consultant shall research and collect data to understand the City's vision and objectives for the program.
- C. Consultant will schedule, prepare agendas, and draft minutes for all team progress meetings (to be scheduled monthly or based on plan progression).

To be consistent with standard professional practice we propose the following design plan in order to refine the designs while working with City Staff. This allows Staff to think through the design and any factors impacting the integration of the permit ready design with existing conditions that cannot be predicted.

Task 2: Pre-Approved ADU Plans

A: Schematic Design

Deliverables: Floor Plans, Elevations

- a. Evaluate the minimum square footage requirements for each space in the proposed unit types including, kitchen, living room, bedroom(s), and bathroom(s), as applicable.
- b. Consult with Staff to develop an understanding of how homeowners can easily modify the plans to accommodate an ADU on their existing property. By identifying prominent architectural styles within the City, our goal is to provide options for incorporating the ADUs into various existing conditions while complying with current zoning and building codes.
- c. Create three to six conceptual floor plans, each with three or four corresponding architectural styles for Staff review and comment. We will present these designs in the form of sketches to help visualize the different concepts in an efficient manner, and then select which of these concepts will be developed into the final set of plans.

B: Design Development

Deliverables: Floor Plans, Elevations, and Building Sections

- a. Refine the selected floor plans and architectural styles in CAD with necessary clearances, dimensions, and life safety aspects required by the current codes.
- b. Generate building elevations and sections which correspond to each floor plan and architectural style.
- c. Evaluate and incorporate standard conventional framing details on a conceptual level for each ADU type. A conscious effort will be made to standardize the construction details for use by all residents.

C: Final Building Plan Sets

Deliverables: Final Set of Building Plans

- a. Cover Sheet in a fillable PDF format for users to input their site-specific information along with all relevant City information, plan notes, and sheet index.
- b. Site Plan Sheet with examples and guidance on what information is required for plan review.
- c. Dimensioned floor plans will be provided to indicate size of rooms, necessary clearances, door and window identification for corresponding schedules, room type identification, finish materials, and key notes for clarification and coordination with corresponding sheets in the plan set.
- d. Roof plans indicating overall design, direction of slope, roof pitch, various Class A roofing material options listed to integrate with the different site specific existing conditions, eave details, and venting calculations.
- e. Building Sections will indicate conventional framing methods and member sizes as determined in the design development phase and as shown in the structural framing plans. Building details and materials will be called out which will comply with minimum Title 24 energy standards.
- f. Exterior elevations will show proposed building materials, heights, door and window identification markers, key note and details call-outs for clarification and coordination with building section. Optional exterior finish material and details will be provided as a way to customize the exterior façade to express individual owners' tastes and integration with community character
- g. Foundation plan with conventional design for footings and slab construction.
- h. MEP Plans with service and panel information and required sizing diagrams.
- i. Title 24 energy calculations will be provided based on the size of the unit, door and window openings, roof overhangs, and thermal mass and insulation as designed for the final plans. Energy calculations will be generated using all cardinal points and will be modified by the consultant herein for a nominal fee for updates to site specific conditions or any changes to the fenestration (door and window) sizes.

D: Department Reviews and Revisions

Deliverables: Comprehensive Set of Building Plans

- a. Based on final Staff input, consultant will prepare a final set of building plans to be submitted to City Departments for review comments.
- b. Based on Department review comments, consultant shall make final revisions and submit final documentation for building plans.

Task 3: Publication Materials

Deliverables: High-resolution model and floor plan images

Renderings of concept design will be provided as part of the final building plan set as a way to clearly show the design intent. This will help the homeowner visualize what the completed ADU will look like and assist in making the decision to change any exterior materials to better integrate with their existing conditions. High-resolution images of the concept models and floor plans will be provided for promoting the ADU program.

EXHIBIT B

Section 3 (a)

- FEE SCHEDULE -

SCHEDULE + BUDGET

PROJECT SCHEDULE: City of Marina Pre-Approved ADU Plans

2023																
Task		Responsible Party		Estimated Consultant Hours	Estimated Consultant Cost	J	J	A	S	O	N	D	Deliverable			
1	Scope of Services + Project Schedule															
1.A	Project Kick-off Meeting with City/Consultant		City/Consultant	8	\$1,600										Agenda and Meeting Notes	
1.B	Project Schedule		Consultant/City	6	\$1,200										Updated Schedule	
1.C	Team Meetings (Monthly or Progress)		Consultant/City	14	\$2,800										Agenda and Meeting Minutes	
				Subtotal:	\$5,600											
2	Pre-Approved ADU Plans															
2.A	Schematic Design		Consultant	75	\$10,500										Schematic Floor Plans and Elevations	
2.B	Design Development		Consultant	150	\$21,000										Refined Floor Plans, Elevations, and Building Sections	
2.C	Final Building Plan Sets		Consultant	200	\$28,000										Final Set of Building Plans	
2.D	Department Reviews and Revisions		City/Consultant	75	\$10,500										Comprehensive Set of Building Plans	
				Subtotal:	\$70,000											
3	Publication Materials															
3.A	Publication ready floor plans and renderings		Consultant	20	\$2,800										Publication ready floor plans and renderings	
				Subtotal:	\$2,800											
				Total Cost:	\$78,400											

EXHIBIT C - INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if Contractor provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the City. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

November 13, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 21, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
AMENDING A LEASE AGREEMENT BETWEEN THE CITY OF
MARINA AND UNINSURED SKYDIVE MONTEREY BAY, INC. dba
SKYDIVE MONTEREY BAY EXPANDING THE LEASEHOLD WITHIN
721 NEESON ROAD (BUILDING 533) AT THE MARINA MUNICIPAL
AIRPORT, AND AUTHORIZING THE 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-, amending a Lease Agreement between the City of Marina and Uninsured Skydive Monterey Bay, Inc. dba Skydive Monterey Bay. for a portion of 721 Neeson Road (Building 533) at the Marina Municipal Airport; and
2. Authorizing the City Manager to execute the Lease Agreement, on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:

On June 7, 2022, the City Council considered and approved a new lease agreement with Skydive Monterey Bay for a portion of 721 Neeson Road (Building 533). The Lease Agreement included a total of 9,097 square feet of the 33,800 square foot building. The lease area is made up of 6,845 square feet of hangar floor space and 3,132 square feet of office and storage space. The base term of the lease is 10 years with one conditional option to extend another five years. Rent began at the market rate base rent, which was set by the Airport Rent Study in 2020 (\$.28 per square foot). Rent increases annually by two and one-half percent (2.5%).

ANALYSIS:

Skydive Monterey Bay has expressed interest in expanding its lease area to accommodate growth in their business, additional company planes, skydive instruction area, maintenance area and potential flight instruction and other aviation related uses. Generally, the request is to lease the entire first floor of 24,500 square feet and have first right of refusal for the small non accessible spaces in the wings on the second floor. The terms that have been agreed to include:

- Rate starting at \$.30 per square foot (\$7,350 per month) and increasing by 2.5% annually.
- Lease area of 24,500 square feet, which includes 19,500 square feet of hangar space and 5,000 square feet of office/storage/shop space.
- Skydive Monterey Bay has the option/first right of refusal for each of the four upstairs suites, which total 10,500 square feet. Skydive Monterey Bay will pay \$25 per month for each of the four upstairs suites (\$100 per month total).

- Skydive Monterey Bay may not utilize the upstairs space for any purpose without first notifying the City that it wishes to exercise its option to utilize any of the upstairs suites.
- If Skydive Monterey Bay wishes to exercise an option, the parties will meet and confer regarding the use(s) proposed for the space and responsibilities of each party for any improvements that may be necessary.
- If the City receives a viable offer to rent the space as is from another entity, Skydive Monterey Bay would have first right of refusal. The airport will not be marketing the space in its current non-ADA accessible or code compliant condition.
- The term of the lease will be 10 years with a 5-year tenant option to extend.
- Skydive agrees to get concurrence from Airport for all Tenant Improvements and obtain required building permits.
- Skydive will be responsible for all building utilities and shall place them in the businesses name.
- Skydive will be responsible for the custodial services in the building.
- All other lease terms of the current lease remain the same.

Building 533 is a steel framed structure with corrugated metal siding; a large central hangar bay (approximately 130 feet wide, 150 feet long) with sliding doors at each end (facing northwest and southeast); door clearance height of 35-40 feet; and two-story storage or office and restroom space along both sides of the hangar bay. The building is noncompliant with the Americans with Disabilities Act (“ADA”) The total interior space of the building consists of approximately 35,000 square feet including 19,500 square feet of the hangar bay floor. The upstairs suites in the wings of the building total 10,500 square feet.

The proposed Lease Agreement would include a total approximate 24,500 square feet, including 19,500 square feet of hangar floor space and 5,000 square feet of office and storage space as depicted on **EXHIBIT B-1** to the attached lease amendment. Also as depicted on Exhibit B-1, the upstairs non-ADA compliant spaces are included in the lease as an option that Skydive Monterey Bay may exercise at any time. The lease continues to provide for the nonexclusive use of 20 parking spaces as shown on **EXHIBIT A** to the lease.

FISCAL IMPACT:

The current annual rent revenue to the airport from the Skydive Monterey Bay lease is approximately \$33,520. The proposed annual rent in the expanded building area under the lease amendment is \$88,200. This is an increase of \$54,680 in revenue for the airport.

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

CONCLUSION:

Staff recommends that the City Council approve the terms of the lease amendment described in this report.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AMENDING A LEASE AGREEMENT BETWEEN THE CITY OF MARINA
AND UNINSURED SKYDIVE MONTEREY BAY, INC. dba SKYDIVE
MONTEREY BAY EXPANDING THE LEASEHOLD WITHIN 721 NEESON
ROAD (BUILDING 533) AT THE MARINA MUNICIPAL AIRPORT, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE
AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW
AND APPROVAL BY CITY ATTORNEY

WHEREAS, on June 7, 2022, the City Council considered and approved a new lease agreement with Skydive Monterey Bay for a portion of 721 Neeson Road (Building 533). The Lease Agreement included a total of 9,097 square feet of the 33,800 square foot building; and,

WHEREAS, Skydive Monterey Bay has expressed interest in expanding its lease area to accommodate growth in their business, additional company planes, skydive instruction area, maintenance area and potential flight instruction and other aviation related uses. The request is to lease the entire first floor of 24,500 square feet and have first right of refusal for the small non accessible spaces in the wings on the second floor; and,

WHEREAS, the terms for the lease amendment that have been agreed to include:

- Rate starting at \$.30 per square foot (\$7,350 per month) and increasing by 2.5% annually.
- Lease area of 24,500 square feet, which includes 19,500 square feet of hangar space and 5,000 square feet of office/storage/shop space.
- Skydive Monterey Bay has the option/first right of refusal for each of the four upstairs suites, which total 10,500 square feet. Skydive Monterey Bay will pay \$25 per month for each of the four upstairs suites (\$100 per month total).
 - Skydive Monterey Bay may not utilize the upstairs space for any purpose without first notifying the City that it wishes to exercise its option to utilize any of the upstairs suites.
 - If Skydive Monterey Bay wishes to exercise an option, the parties will meet and confer regarding the use(s) proposed for the space and responsibilities of each party for any improvements that may be necessary.
 - If the City receives a viable offer to rent the space as is from another entity, Skydive Monterey Bay would have first right of refusal.
- The term of the lease will be 10 years with a 5-year tenant option to extend.
- Skydive agrees to get concurrence from Airport for all Tenant Improvements and obtain required building permits.
- Skydive will be responsible for all building utilities and shall place them in the businesses name.
- Skydive will be responsible for the custodial services in the building.
- All other lease terms of the current lease remain the same.

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

1. Adopt Resolution No. 2023-, amending a Lease Agreement between the City of Marina and Uninsured Skydive Monterey Bay, Inc. dba Skydive Monterey Bay. for a portion of 721 Neeson Road (Building 533) 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 21st day of November 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

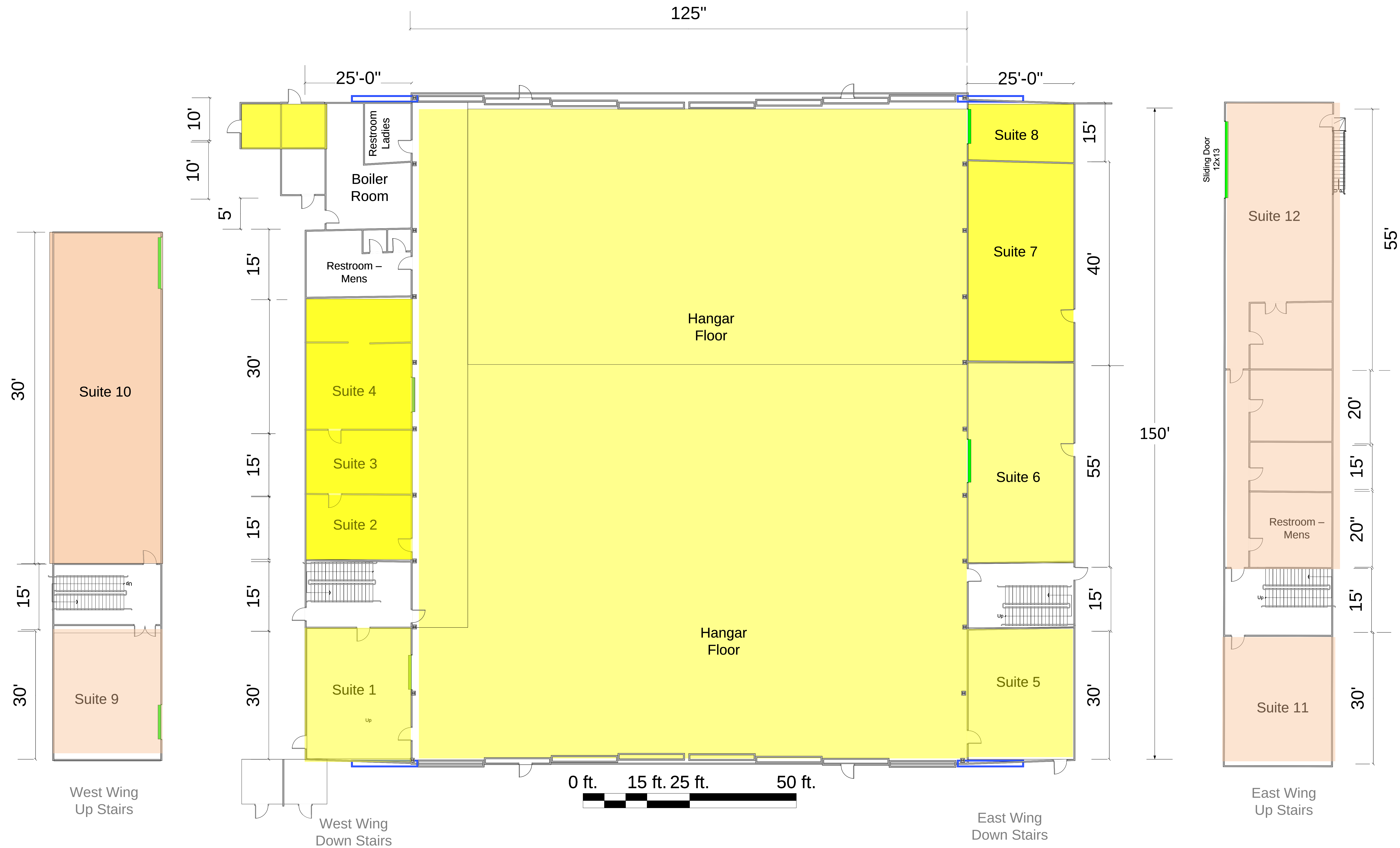
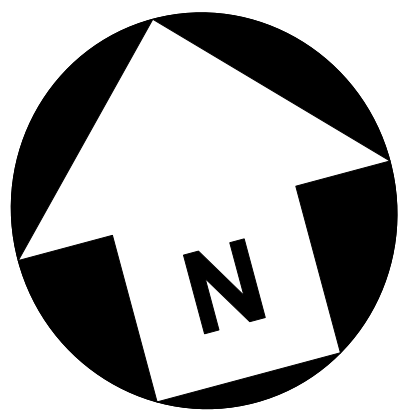
Anita Sharp, Deputy City Clerk

Exhibit A



Hangar – Building 533

721 Neesan Rd.,Marina, CA. 93933



Building Notes:

- 1. Current Building Power 3Φ 208V 400A
- 2. 2nd floor is not ADA compliant
- 3. All Bathrooms except for #1 is not ADA compliant
- 4. Floor - broken asbestos tile glue and window putty
- 5. All window sealant will need to be replaced
- 6. No Heat in building

November 21, 2023

Item No. **10g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 21, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING THE CREATION OF A NEEDS BASED ASSISTANCE
PROGRAM TO PROVIDE ACCESS TO RECREATION & CULTURAL
SERVICES PROGRAMS AND SERVICES.**

RECOMMENDATION: It is recommended that the City Council consider:

1. Adopting Resolution No. 2023-, approving the creation of a needs-based assistance program to provide access to recreation & cultural services programs and services.

BACKGROUND:

Per 2021 United States Census Bureau, the median household income for City of Marina residents is \$78,795 and 10.2% of individuals are in poverty. While current fees are set at only a fraction of the cost to provide services, some residents still need financial assistance to access Recreation & Cultural Services programs, classes, and activities.

While not authorized, the past practice has been for staff to waive fees for any individual stating that they are unable to pay.

Due to extremely low fees, compared to the cost of service, and the practice of waiving fees; the cost recovery for the Recreation & Cultural Services Department as a whole, has averaged 9% over the past 5 years (2018-2023).

Cost recovery refers to offsetting the costs (expenses) of delivering services by way of revenues generated from fees and charges, sponsorships, donations, grants, and other alternative revenue streams. Alternatively, subsidies represent a tax source, the General Fund. It is a benefit given by a governmental entity; typically to remove some type of burden, and often considered to be in the overall interest of the public. It is also given to promote social good or an economic policy.

For example, a cost recovery level of 75% simply means that for each dollar spent on a service, 75-cents are generated from a revenue source (i.e., fees) with the remaining 25-cents covered by subsidies (i.e., taxes, General Fund).

Over the past 5 years, the Recreation & Cultural Services Department has spent \$6,025,429 on providing services, and collected \$563,314 in fees, to cover the cost of service. This is a 9% cost recovery over a 5-year period. During that same time, the General Fund has subsidized the department \$5,462,314. So, on average, Marina taxpayers are subsidizing 89%, or \$1,092,423 per year, of the cost for individuals to participate in Recreation & Cultural Services programs, classes, and activities. As costs increase due to minimum wage increases, salary compaction, inflation of cost of goods and services; this model is financially unsustainable.

ANALYSIS:

To ensure that services are accessible to residents who may require financial assistance to participate in recreational activities, and to reduce the subsidy from the General Fund, staff has developed a needs-based assistance program.

The City of Marina's Recreation & Cultural Services Scholarship Program will ensure that qualifying Marina residents will have access to participation in department programs, classes, and activities. The Scholarship Program will be funded through private donations. All requests will be first come, first served and subject to available funding. Applicants will be required to show proof of identity, proof of residency, and proof of financial need. Specific requirements to establish eligibility are detailed in the 2024 Scholarship Application, **EXHIBIT A**.

FISCAL IMPACT:

Based on the approximate number of program fees waived in prior years, staff estimates an annual loss of revenue near \$5,000 per year. Without a Scholarship Program, losses will increase significantly as the volume of program offerings and fees increase. The Scholarship Program funds will make the Recreation & Cultural Services Department "whole" while reducing reliance on the General Fund.

CONCLUSION:

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

Respectfully submitted,

Andrea M. Willer
Recreation & Cultural Services Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE
CREATION OF A RECREATION AND CULTURAL SERVICES SCHOLARSHIP
PROGRAM

WHEREAS, the City of Marina is committed to developing a community characterized by a desirable quality of life, including recreation and cultural opportunities; and

WHEREAS, the City of Marina is committed to improving quality of life through diversity, equity, and inclusion and championing equitable access to recreational programs and services; and

WHEREAS, The median income is \$78,795 and 10.2% of Marina families live in poverty (U.S. Census 2021); and

WHEREAS, the Recreation & Cultural Services Department must recovery costs to achieve financial sustainability.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina do hereby authorize the Recreation & Cultural Services Director to implement a financial needs-based scholarship program for Marina residents.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting held on the 21st day of November 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Buce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



RECREATION & CULTURAL SERVICES

SCHOLARSHIP APPLICATION

EXHIBIT A

2024

Statement of Intent

The City of Marina’s Recreation & Cultural Servies Scholarship Program will ensure that qualifying Marina residents will have access to participation in department programs, classes, and activities.

All requests are subject to available funding.

Eligibility Criteria

Scholarship recipient(s) must be a City of Marina resident and demonstrate financial need. Eligibility documentation is required, and copies must be submitted with application.

Proof of Identity: • Identification Card • Driver’s License • Passport	Proof of Eligibility: Participant, Parent, or Legal Guardian must be currently enrolled and show proper documentation for one, or more, of the following programs: • Temporary Assistance for Needy Families (TANF) • HUD Section 8 rent subsidy • California Advantage or Cal Fresh • Medi-Cal • Women, Infants, & Children (WIC) • California’s Life Line Program (reduced rates for phone) • Foster Youth OR Fitness Class or Program Eligibility: • A doctor’s referral/prescription to enroll in a fitness program
Proof of Residency: • Utility bill dated within 60 days of application • Current Automobile Registration • Eligibility document with participant/parent/guardian name AND address listed	

Scholarship Policies

Scholarships apply to all fee-based Recreation & Cultural Services programs, classes, and activities.

Attendance in selected program, activity, or class is mandatory to maintain scholarship eligibility.

Scholarships are awarded on a first-come, first-served basis. Applicants will be notified of award status within 5 business days after submittal. Scholarships are subject to available funding.

If scholarship application is approved, the scholarship will be awarded upon completion of registration. The applicant is responsible for completing the class registration and paying the remaining fees for selected program or activity.

Scholarship awards do not guarantee enrollment and do not replace the registration process.

Scholarship funds are not available for expenses beyond the listed fee such as, but not limited to: supplies, materials, food and/or transportation.

Any refunds will be only for the amount paid by the applicant. Refunds requested must follow the existing Recreation & Cultural Services Refund Policy.

Scholarship Levels

Level 1-50%: Extends 50% scholarship for all programs to households who are enrolled in one of the eligibility programs.

Level 2-75%: Extends 75% scholarship for all programs to households who are enrolled in two or more of the eligibility programs.

Level 3-100%: Extends 100% scholarship to households demonstrating extreme extenuating circumstances.



RECREATION & CULTURAL SERVICES

SCHOLARSHIP APPLICATION

EXHIBIT A

2024

Application Requirements

Applications are accepted IN PERSON ONLY at City Hall. Applications will not be accepted at any other location.

Applications are accepted at the start of program registration.

Application must include copies of all required documents listed on the front of this form.

Incomplete applications and applications missing required documents will not be processed.

Scholarships are awarded as funding is available.

Completion of this application does not guarantee approval of a scholarship.

PARTICIPANT INFORMATION (PLEASE PRINT NEATLY-UNLEGIBLE APPLICATION WILL NOT BE PROCESSED)

Last Name	First Name	Preferred Pronouns	Date of Birth	Age
Last Name	First Name	Preferred Pronouns	Date of Birth	Age
Address	Apartment #	City	Zip Code	Phone#

PARENT OR LEGAL GUARDIAN INFORMATION (FOR YOUTH APPLICANTS ONLY)

Last Name	First Name	Preferred Pronouns	Phone #	Email
Address	Apartment #	City	Zip Code	

IF DIFFERENT THAN ABOVE

APPLICANT ACKNOWLEDGEMENT AND DISCLAIMER

The information provided is true and correct and the eligibility criterion has been met. Any falsification of information will be cause for immediate and automatic removal from any program, activity, or class for which a scholarship was granted as well as disqualification from the Scholarship Program. Scholarships are awarded as funding is available and this application does not guarantee an award. Applicant is responsible for any additional costs (supplies, etc.) that are not covered by the scholarship funds. Participation in the Scholarship Program will be subject to all Policies and Procedures set forth by the City of Marina’s Recreation & Cultural Services Department.

I understand that my signature below indicates that I have read and understand the Policies and Procedure s of the City of Marina’s Recreation & Cultural Services Scholarship Program.

Print Name	Signature	Date

FOR OFFICE USE ONLY

Application received by: _____	Date received: _____
Application includes:	Proof of Identity ☐ Proof of Residency ☐ Proof of Eligibility ☐
Approved: Level 1 (50%) Level 2 (75%) Level 3 (100%)	
If denied, reason for denial: _____	
Approver: _____	Date: _____

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 21, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING AGREEMENT BETWEEN THE CITY OF MARINA AND
MONTEREY BAY MOVES, INC. TO PROVIDE GROUP FITNESS
CLASSES AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE AGREEMENT ON BEHALF OF THE CITY**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2023-, approving an agreement between the City of Marina and Monterey Bay Moves to provide group exercise classes.
2. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

Per the US Census Bureau, 27% of Marina residents are under the age of 18. The Marina Youth and Teen Centers provide after school care for approximately 300 youth when school is in session. During academic breaks, the Youth Center provides day camps for approximately 125 youth. Additionally, the department offers 10-15 youth sports activities, leagues, and camps throughout the year.

Also according to the Census data, 14.6% of Marina residents are 65 years of age or older. The Marina Senior Center, has over 200 members and provides over 25 hours per week of scheduled activities. Activities for this age group include fitness, sports, dancing, movement & balance, as well as social clubs.

However, the department does not offer any programming for the 58% of residents between the ages of 19-64, which represents over 13,000 Marina residents (While the Senior Center is open to individuals 55 and older, only a small percentage of members are under the age of 65). Additionally, the California Health Interview Survey, reports that almost 19% of adults living in Marina are obese. The percentage of obese adults is an indicator of the overall health and lifestyle of a community. Obesity increases the risk of many diseases and health conditions, including heart disease, type 2 diabetes, cancer, hypertension, stroke, liver and gall bladder disease, respiratory problems, and osteoarthritis. Losing weight and maintaining a healthy weight help to prevent and control these diseases. Being obese also carries significant economic costs due to increased healthcare spending and lost earnings.

Additionally, per 2021 United States Census Bureau, the median household income for City of Marina residents is \$78,795 and 10.2% of individuals are in poverty.

Within the City of Marina there are two commercial gyms to serve the 18+ population. Montage Wellness Center charges \$80.50 per month plus a \$50 initiation fee. Anytime Fitness does not offer any group fitness classes. Therefore, there is not an affordable option for Marina residents to participate in group fitness classes.

ANALYSIS:

Staff recommends a pilot program expanding the Recreation & Cultural Services offerings to include affordable group fitness classes, primarily for adults, to fill the gap in services available in Marina.

The pilot program will run January 1-June 30, 2024 and consist of multiple, multi-week sessions, offering a variety of group fitness classes.

EXHIBIT A outlines the classes proposed for the first session. **EXHIBIT B** outlines the fee structure for the first session.

The City and Contractor may adjust the length of sessions, types of classes, number of classes, and fee for future sessions as deemed necessary, to maximize success of the pilot program.

FISCAL IMPACT:

Depending on enrollment, revenue to the City for the pilot program could range from \$0.00 (no enrollment) to \$38,880 (assuming 4 sessions with 13 classes each and full enrollment). There is no expense to the City related to this contract.

CONCLUSION:

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

Respectfully submitted,

Andrea M. Willer
Recreation & Cultural Services Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AGREEMENT BETWEEN THE CITY OF MARINA AND MONTEREY BAY MOVES, INC. TO PROVIDE GROUP FITNESS CLASSES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, the City of Marina has a programmatic gap in services for adults aged 18-64; and

WHEREAS, 58% of Marina residents are in this demographic; and

WHEREAS, 19% of those adults have a BMI score placing them in the obese range; and

WHEREAS, the City of Marina is lacking in affordable commercial fitness facilities;

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

1. Approve an agreement between the City of Marina and Monterey Bay Moves, Inc. to provide group fitness classes; and
2. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting held on the 21st day of November 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Buce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A
SCHEDULE OF CLASSES
January 22-March 2,2024 (Session 1)

- Monday

8:30AM: Circuit Training **45 min**

5:15PM: KettleCore **45 min**

6:15PM: Couch to 5K **60 min**

- Tuesday

10:30AM: Baby & Me Training **60 min**

5:15PM: Mini Strength **30 min**

6:15PM Beginners Yoga **60 min**

- Wednesday

5:15PM: Yoga Flow **60 min**

6:15PM: Couch to 5K **60 min**

- Thursday

5:15PM: Sub30 Core **45 min**

6:00PM: Zumba **60 min**

- Friday

8:30AM: Circuit Training **45 min**

4:30PM: Stretch & Refresh **45 min**

- Saturday

10:30AM: Zumbini **60 min**

EXHIBIT B
SCHEDULE OF FEES
January 22-March 2, 2024 (Session 1)

Class Duration	Resident Fee Per person/Per class	Non-Resident Fee Per person/class
30 minutes	\$10	\$12
45 minutes	\$12	\$14.40
60 minutes	\$14	\$16.80
60 minute (Baby @ me)	\$20	\$24

Class Duration	Resident Fee Per person/Per session 6 classes	Non-Resident Fee Per person/session 6 classes
30 minutes	\$60	\$72
45 minutes	\$72	\$86.40
60 minutes	\$84	\$100.80
60 minute (Baby @ me)	\$120	\$144

November 15, 2023

Item No. **10g(5)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 21, 2023

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-, APPROVING THE PHASE 2 NORTH PUBLIC IMPROVEMENT AGREEMENT BETWEEN THE CITY OF MARINA AND SHEA HOMES, LP, AND; ACCEPTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A GRANT DEED FOR THE CONVEYANCE OF THE EXTENSION OF 2ND AVENUE, AND TO TAKE ALL OTHER ACTIONS NECESSARY TO ACCEPT AND RECORD SAID GRANT DEEDS ON BEHALF OF THE CITY OF MARINA

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2023-, approving the Phase 2 North Public Improvement Agreement between the City of Marina and Shea Homes, LP, (“Developer”), and;
2. Authorizing the City Manager to execute the Public Improvement Agreement on behalf of City subject to final review and approval by the City Attorney, and;
2. Authorizing the City Manager or his designee to execute a grant deed for the conveyance of the extension of 2nd Avenue and to take all other actions necessary to accept and record said grant deeds on behalf of the City of Marina.

BACKGROUND:

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project.

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade, and all residential phases for the former University Village Development Project.

At the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance.

At the regularly scheduled meeting of May 19, 2020, the City Council adopted Resolution No. 2020-53, approving an amendment to the University Village Phase 2 Tentative Map.

At the regularly scheduled meeting of September 21, 2021, the City Council adopted Resolution No. 2021-102, approving the creation of public utility easements on City properties for utility improvements benefiting Opportunity Site 1A (now “Phase 2 North”) within the Specific Plan boundaries of The Dunes on Monterey Bay development project subdivision.

At the regularly scheduled meeting of December 7, 2021, the City Council adopted Resolution No. 2021-133, authorizing the City Manager to give an option exercise notice to Marina Community Partners to acquire the Hotel Site portion of Opportunity Site 1A in accordance with the terms of the Operating Agreement between the City and Marina Community Partners.

At the regularly scheduled meeting of January 11, 2022, the City Council adopted Resolution No. 2022-03, authorizing the City Manager to enter into a Hotel Development Agreement with Dadwal Management Group or its designee for the development of Hotels on Opportunity Site 1A in the Dunes Development.

ANALYSIS:

Shea Homes Limited Partnership (“Developer”) has recorded the Phase 2 North Parcel Map for the commercial properties within Phase 2 North (previously known as “Opportunity Site 1A”) on March 8, 2022, in Volume 24 of Parcel Maps page 16 (**“EXHIBIT A”**). Staff has reviewed the improvement plans for construction of the backbone improvements (e.g., roadways and utility infrastructure) and approved the plans on June 14, 2023. The recorded Parcel Map did not dedicate the right of way to the City for the extension of 2nd Avenue and therefore did not require at the time a Public Improvement Agreement.

The Developer has coordinated with all major utility companies for installation of facilities within the approved Improvement Plans. In order to finalize their facilities within the new extension of 2nd Avenue, PG&E is requiring the dedication of the 2nd Avenue right of way as shown in **EXHIBIT B**. Acceptance of right of way and its improvements require a Public Improvement Agreement per the Development Agreement and City Municipal Code.

The Developer has submitted a Public Improvement Agreement (**“EXHIBIT C”**) and will provide labor and materials and faithful performance bonds required for the Right of Way dedication and approved public infrastructure. It has been determined that the Tentative Map Conditions of Approval as amended and presented to the City Council have been met. The Public Works Director, Community Development Director and City Manager will execute all necessary documents to establish the Right of Way and execute the Agreement.

FISCAL IMPACT:

Should the City Council approve this request, the City requires the Developer to provide satisfactory evidence of their ability to complete the public improvements by the posting of labor and material and faithful performance subdivision improvement bonds in an amount of 100% of the City Engineer's estimate of the cost to perform the work.

For the construction of improvements for Phase 2 North, the Developer will post a bond in the amount of One Million Fifty-Seven Thousand Nine Hundred Fifty-Six Dollars (\$1,057,956.00), for completion of the public improvements and a bond in the amount of One Million Fifty-Seven Thousand Nine Hundred Fifty-Six Dollars (\$1,057,956.00), to secure payment for labor and materials prior to the recording of the right of way dedication.

Continued maintenance of public streets, sidewalks, streetlights, and stormwater facilities shall be incorporated into the existing Dunes Community Facilities District (CFD) and funded by the special tax assessment collected by the special District. Administration of the District shall be in accordance with City Ordinance 3.32.

California Environmental Quality Act (CEQA)

The approval of the Phase 2 North Public Improvement Agreement between the City of Marina and Shea Homes, LP, and the authorization of the execution of a grant deed for the conveyance of the extension of 2nd Avenue from Shea Homes, LP, to the City of Marina were generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
City of Marina

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING THE PHASE 2 NORTH PUBLIC IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF MARINA AND SHEA HOMES, LP, AND; ACCEPTING AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC IMPROVEMENT
AGREEMENT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL
BY THE CITY ATTORNEY, AND; AUTHORIZING THE CITY MANAGER OR HIS
DESIGNEE TO EXECUTE A GRANT DEED FOR THE CONVEYANCE OF THE
EXTENSION OF 2ND AVENUE, AND TO TAKE ALL OTHER ACTIONS NECESSARY TO
ACCEPT AND RECORD SAID GRANT DEEDS ON BEHALF OF THE CITY OF MARINA

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project, and;

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade, and all residential phases for the former University Village Development Project, and;

WHEREAS, at the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance, and;

WHEREAS, at the regularly scheduled meeting of May 19, 2020, the City Council adopted Resolution No. 2020-53, approving an amendment to the University Village Phase 2 Tentative Map, and;

WHEREAS, at the regularly scheduled meeting of September 21, 2021, the City Council adopted Resolution No. 2021-102, approving the creation of public utility easements on City properties for utility improvements benefiting Opportunity Site 1A (now “Phase 2 North”) within the Specific Plan boundaries of The Dunes on Monterey Bay development project subdivision, and;

WHEREAS, at the regularly scheduled meeting of December 7, 2021, the City Council adopted Resolution No. 2021-133, authorizing the City Manager to give an option exercise notice to Marina Community Partners to acquire the Hotel Site portion of Opportunity Site 1A in accordance with the terms of the Operating Agreement between the City and Marina Community Partners, and;

WHEREAS, at the regularly scheduled meeting of January 11, 2022, the City Council adopted Resolution No. 2022-03, authorizing the City Manager to enter into a Hotel Development Agreement with Dadwal Management Group or its designee for the development of Hotels on Opportunity Site 1A in the Dunes Development, and;

WHEREAS, Shea Homes Limited Partnership (“Developer”) has recorded the Phase 2 North Parcel Map for the commercial properties within Phase 2 North (previously known as “Opportunity Site 1A”) on March 8, 2022, in Volume 24 of Parcel Maps page 16 (“**Exhibit A**”). Staff has reviewed the improvement plans for construction of the backbone improvements (e.g., roadways and utility infrastructure) and approved the plans on June 14, 2023. The recorded Parcel Map did not dedicate the right of way to the City for the extension of 2nd Avenue and therefore did not require at the time a Public Improvement Agreement, and;

WHEREAS, the Developer has coordinated with all major utility companies for installation of facilities within the approved Improvement Plans. In order to finalize their facilities within the new extension of 2nd Avenue, PG&E is requiring the dedication of the 2nd Avenue right of way as shown in **Exhibit B**. Acceptance of right of way and its improvements require a Public Improvement Agreement per the Development Agreement and City Municipal Code, and;

WHEREAS, the Developer has submitted a Public Improvement Agreement (“**EXHIBIT C**”) and will provide labor and materials and faithful performance bonds required for the Right of Way dedication and approved public infrastructure. It has been determined that the Tentative Map Conditions of Approval as amended and presented to the City Council have been met. The Public Works Director, Community Development Director and City Manager will execute all necessary documents to establish the Right of Way and execute the Agreement, and;

WHEREAS, should the City Council approve this request, the City requires the Developer to provide satisfactory evidence of their ability to complete the public improvements by the posting of labor and material and faithful performance subdivision improvement bonds in an amount of 100% of the City Engineer's estimate of the cost to perform the work, and;

WHEREAS, for the construction of improvements for Phase 2 North, the Developer will post a bond in the amount of One Million Fifty-Seven Thousand Nine Hundred Fifty-Six Dollars (\$1,057,956.00), for completion of the public improvements and a bond in the amount of One Million Fifty-Seven Thousand Nine Hundred Fifty-Six Dollars (\$1,057,956.00), to secure payment for labor and materials prior to the recording of the right of way dedication, and;

WHEREAS, continued maintenance of public streets, sidewalks, streetlights, and stormwater facilities shall be incorporated into the existing Dunes Community Facilities District (CFD) and funded by the special tax assessment collected by the special District. Administration of the District shall be in accordance with City Ordinance 3.32, and;

WHEREAS, the approval of the Phase 2 North Public Improvement Agreement between the City of Marina and Shea Homes, LP, and the authorization of the execution of a grant deed for the conveyance of the extension of 2nd Avenue from Shea Homes, LP, to the City of Marina were generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

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

1. Approving the Phase 2 North Public Improvement Agreement between the City of Marina and Shea Homes, LP, (“Developer”) (“**Exhibit A**”), and;

2. Authorizing the City Manager to execute the Public Improvement Agreement on behalf of City subject to final review and approval by the City Attorney, and;
2. Authorizing the City Manager or his designee to execute a grant deed for the conveyance of the extension of 2nd Avenue and to take all other actions necessary to accept and record said grant deeds on behalf of the City of Marina.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 21st day of November 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

N: 2.138.950 E: 5.738.350**OWNERS' STATEMENT**

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

WE ALSO HEREBY ACKNOWLEDGE THAT THE PARCEL D WILL BE DEVELOPED IN THE FUTURE AND WILL REQUIRE DEDICATION OF EASEMENTS AND RIGHT-OF-WAY TO THE PUBLIC DEEMED NECESSARY AT THE TIME OF DEVELOPMENT.

THE AREAS DESIGNATED AS TEMPORARY ROADWAY AND ACCESS EASEMENT ARE INTENDED TO PROVIDE ACCESS TO THE ADJACENT ABUTTING PARCELS UNTIL PUBLIC RIGHT-OF-WAY IS DEDICATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: PUBLIC UTILITY EASEMENTS (PUE), WHERE DESIGNATED WITHIN THE SUBDIVISION SHOWN ON THIS MAP FOR THE CONSTRUCTION, MAINTENANCE, USE, REPLACEMENT, IMPROVEMENT, AND OPERATION OF SANITARY SEWERS, STORM DRAINS, AND WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES AND TELEPHONE LINES, AND ALL THE NECESSARY APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT.

AS OWNER:

MARINA COMMUNITY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
DONALD A. HOFER, AUTHORIZED AGENT

BY: [Signature]
DAVID BEST, AUTHORIZED AGENT

NOTARY STATEMENT

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CaliforniaCOUNTY OF AlamedaON February 14, 2022BEFORE ME, Kathy Lynn Barlow, NOTARY PUBLIC

PERSONALLY APPEARED Donald A. Hofer, 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.

(NOTE: NOTARY SEAL NOT REQUIRED IF THE BELOW INFORMATION IS COMPLETED)

SIGNATURE: [Signature]COUNTY OF BUSINESS: AlamedaCOMMISSION EXPIRATION DATE: March 2, 2022COMMISSION NUMBER: 2230180**NOTARY STATEMENT**

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CaliforniaCOUNTY OF AlamedaON February 14, 2022BEFORE ME, Kathy Lynn Barlow, NOTARY PUBLIC

PERSONALLY APPEARED David Best, 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.

(NOTE: NOTARY SEAL NOT REQUIRED IF THE BELOW INFORMATION IS COMPLETED)

SIGNATURE: [Signature]COUNTY OF BUSINESS: AlamedaCOMMISSION EXPIRATION DATE: March 2, 2022COMMISSION NUMBER: 2230180**CITY MANAGER'S STATEMENT**

I, LAYNE LONG, CITY MANAGER OF THE CITY OF MARINA, AS AUTHORIZED BY COUNCIL RESOLUTION 88-73 OF SAID CITY, DO HEREBY ACCEPT ON THE BEHALF OF THE CITY OF MARINA ALL PUBLIC EASEMENTS OFFERED FOR DEDICATION HEREON, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

BY: [Signature] 2/23/22
LAYNE LONG
CITY MANAGER, CITY OF MARINA DATE

CITY ENGINEER & SURVEYOR'S STATEMENT

I BRIAN McMINN, CITY ENGINEER AND SURVEYOR OF THE CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THE PARCEL MAP AND AM SATISFIED THAT IT IS TECHNICALLY CORRECT; THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND THE CITY OF MARINA SUBDIVISION ORDINANCE, TITLE 16 OF THE MARINA MUNICIPAL CODE HAVE BEEN COMPLIED WITH.

BY: [Signature] DATE: 2/19/22

NAME: BRIAN McMINN
TITLE: CITY ENGINEER AND SURVEYOR, CITY OF MARINA
LICENSE: PE 64143, PLS 8116

PLANNING DEPARTMENT'S STATEMENT

I, GUIDO F. PERSICONE, COMMUNITY DEVELOPMENT DIRECTOR, HEREBY CERTIFY THAT THE MAP SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE "UNIVERSITY VILLAGES" TENTATIVE MAP, AS APPROVED BY THE CITY COUNCIL OF MARINA ON MAY 31, 2005, AND SUBSEQUENT AMENDMENT APPROVED OCTOBER 2, 2008.

BY: [Signature] DATE: 2/19/22

NAME: GUIDO F. PERSICONE TITLE: COMMUNITY DEVELOPMENT DIRECTOR

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF MARINA, IN APRIL 2020. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

[Signature] 2/8/2022
RICHARD P. WEBER
L.S. NO. 8002 DATE

**COUNTY RECORDER'S STATEMENT**

FILED THIS 8th DAY OF March, 2022, AT 11:20 A.M. IN VOLUME 24 OF PARCEL MAPS, AT PAGE 16 AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

STEPHEN L. VAGNINI
MONTEREY COUNTY CLERK-RECORDER

BY: [Signature]
NAME: Angelique Villarreal DEPUTY

DOCUMENT NO.: 2022011360 FEE: \$89.00

**PARCEL MAP
OPPORTUNITY PHASE 1A
THE DUNES ON
MONTEREY BAY**

A 16.48 ACRE SUBDIVISION OF PARCEL TWO AND PORTIONS OF PARCEL ONE AS DESCRIBED IN DOC. #2020031475, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, IN THE CITY OF MARINA, STATE OF CALIFORNIA

PREPARED BY:

WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

JOB No: 3140.13 DATE: FEBRUARY 4, 2022 SHEET 1 OF 4

Vol 24 Par pg 16

EASEMENTS AND DOCUMENTS OF RECORD

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED EASEMENT DEED RECORDED JUNE 2, 1976 AS REEL 1058, AT PAGE 655 OF OFFICIAL RECORDS.

AN EASEMENT FOR GAS PIPELINE AND INCIDENTAL PURPOSES, RECORDED APRIL 17, 1997 AS REEL 3506, AT PAGE 1533 OF OFFICIAL RECORDS, IN FAVOR OF: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION

THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE FORMER FORT ORD REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY VARIOUS DOCUMENTS OF RECORD.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED ASSIGNMENT OF EASEMENTS ON FORMER FORT ORD AND ORD MILITARY COMMUNITY, COUNTY OF MONTEREY AND QUITCLAIM DEED FOR WATER AND WASTE WATER SYSTEMS RECORDED NOVEMBER 7, 2001 AS RECORDER'S SERIES NO. 2001-094583 OF OFFICIAL RECORDS.

AN EASEMENT FOR WATER AND WASTE WATER DISTRIBUTION SYSTEMS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED OCTOBER 26, 2001 AS RECORDER'S SERIES NO. 2001090792 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED EASEMENT TO FORT ORD REUSE AUTHORITY FOR WATER AND WASTE WATER DISTRIBUTION SYSTEMS LOCATED ON FORMER FORT ORD RECORDED OCTOBER 26, 2001 AS RECORDER'S SERIES NO. 2001090792 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED COVENANT TO RESTRICTION USE OF PROPERTY ENVIRONMENTAL RESTRICTION RECORDED MAY 22, 2002 AS RECORDER'S SERIES NO. 2002048597 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS AND RIGHTS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED QUIT CLAIM DEED FOR A PORTION OF THE FORMER FORT ORD, MONTEREY COUNTY, CALIFORNIA RECORDED MARCH 15, 2004 AS RECORDER'S SERIES NO. 2004023330 OF OFFICIAL RECORDS. DOCUMENT RE-RECORDED JULY 9, 2004 AS RECORDER'S SERIES NO. 2004072094 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT RECORDED AUGUST 5, 2005 AS RECORDER SERIES NO. 2005-080653 AND 2005-080654 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED DEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF MARINA, AND MARINA COMMUNITY PARTNERS, LLC FOR THE UNIVERSITY VILLAGES PROJECT (A PART OF THE UNIVERSITY VILLAGES SPECIFIC PLAN) RECORDED AUGUST 5, 2005 AS RECORDER SERIES NO. 2005-080655 & 2005-080656 OF OFFICIAL RECORDS; THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF EXTENSION OF TERMINATION DATE OF DEVELOPMENT AGREEMENT" RECORDED APRIL 10, 2020 AS RECORDER'S SERIES NO. 2020-017976 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS AND RIGHTS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGES PARCELS FORMER FORT ORD, MONTEREY COUNTY, CALIFORNIA (FORT ORD REUSE AUTHORITY OF THE REDEVELOPMENT AGENCY OF THE CITY OF MARINA) RECORDED SEPTEMBER 1, 2005 AND ALSO RECORDED MARCH 27, 2006 AS RECORDER SERIES NO. 2005091639 AND RECORDER SERIES NO. 2005091641 AND 2006026845 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS AND RIGHTS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED" RECORDED NOVEMBER 6, 2012 AS RECORDER SERIES NO. 2012068039 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS AND RIGHTS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR A PORTION OF THE FORMER FORT ORD, MONTEREY, CALIFORNIA (FORT ORD REUSE AUTHORITY TO THE CITY OF MARINA FOR A PORTION OF PARCEL E2b.1.1.1)" RECORDED JULY 28, 2015 AS RECORDER SERIES NO. 2015041976 OF OFFICIAL RECORDS.

AN EASEMENT FOR UNDERGROUND CONDUITS AND INCIDENTAL PURPOSES, RECORDED MARCH 24, 2017 AS RECORDER SERIES NO. 2017015951 OF OFFICIAL RECORDS. IN FAVOR OF: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION

THE TERMS AND PROVISIONS, RIGHTS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED "QUIT CLAIM DEED FOR A PORTION OF THE DUNES AT MONTEREY BAY FORMER FORT ORD" RECORDED JUNE 30, 2020 AS RECORDER SERIES NO. 2020031475 OF OFFICIAL RECORDS.

SOILS REPORT STATEMENT

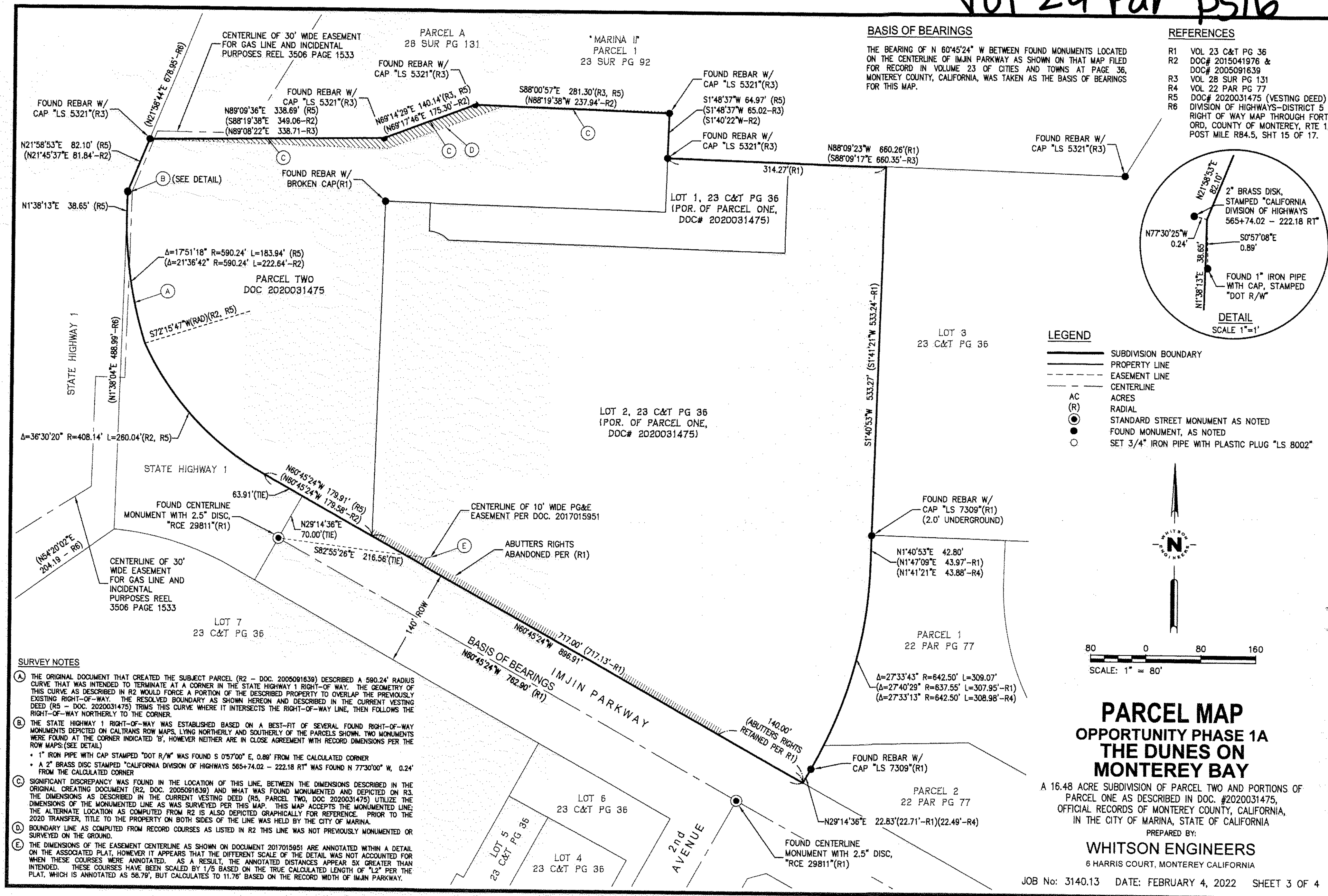
A SOILS REPORT DATED MARCH 23, 2020 PREPARED BY BERLOGAR STEVENS & ASSOCIATES HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF MARINA'S PUBLIC WORKS DEPARTMENT.

**PARCEL MAP
OPPORTUNITY PHASE 1A
THE DUNES ON
MONTEREY BAY**

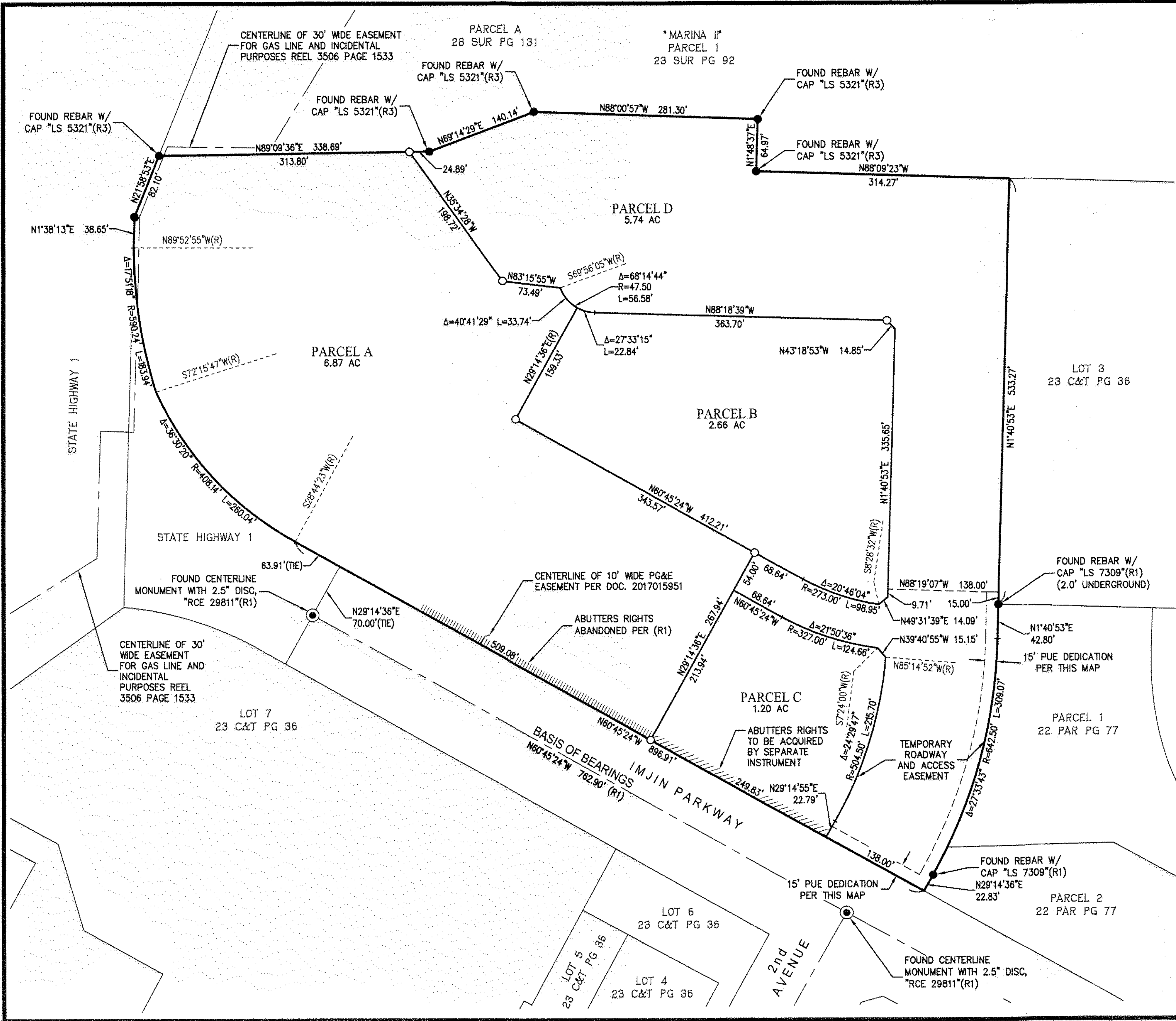
A 16.48 ACRE SUBDIVISION OF PARCEL TWO AND PORTIONS OF
PARCEL ONE AS DESCRIBED IN DOC. #2020031475,
OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA,
IN THE CITY OF MARINA, STATE OF CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

Vol 24 Par p516



Vol 24 Par pg 16



REFERENCES

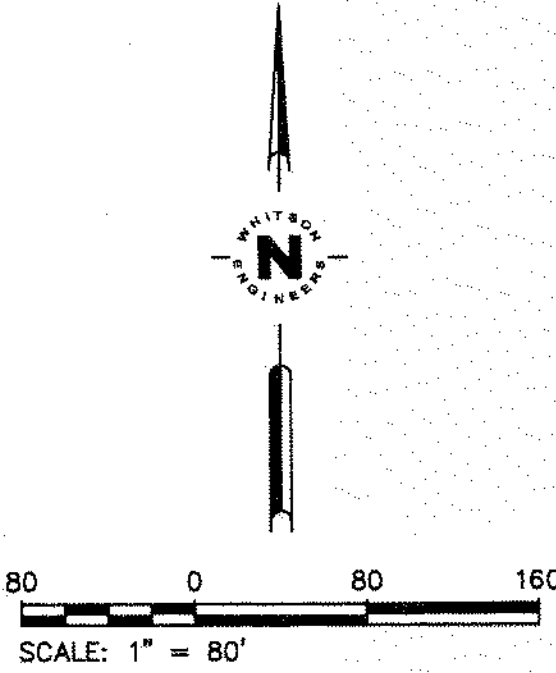
R1 VOL 23 C&T PG 36
R2 DOC# 2015041976 & DOC# 2005091639
R3 VOL 28 SUR PG 131
R4 VOL 22 PAR PG 77
R5 DOC# 2020031475 (VESTING DEED)
R6 DIVISION OF HIGHWAYS-DISTRICT 5 RIGHT OF WAY MAP THROUGH FORT ORD, COITY OF MONTEREY, RTE 1, POST MILE R84.5, SHT 15 OF 17.

BASIS OF BEARINGS

THE BEARING OF N 60°45'24" W BETWEEN FOUND MONUMENTS LOCATED ON THE CENTERLINE OF IMJIN PARKWAY AS SHOWN ON THAT MAP FILED FOR RECORD IN VOLUME 23 OF CITIES AND TOWNS AT PAGE 36, MONTEREY COUNTY, CALIFORNIA, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- SUBDIVISION BOUNDARY
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE
- AC ACRES
- (R) RADIAL
- STANDARD STREET MONUMENT AS NOTED
- FOUND MONUMENT, AS NOTED
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "LS 8002"



**PARCEL MAP
OPPORTUNITY PHASE 1A
THE DUNES ON
MONTEREY BAY**

A 16.48 ACRE SUBDIVISION OF PARCEL TWO AND PORTIONS OF PARCEL ONE AS DESCRIBED IN DOC. #2020031475, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, IN THE CITY OF MARINA, STATE OF CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

JOB No: 3140.13 DATE: FEBRUARY 4, 2022 SHEET 4 OF 4

**LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION OVER A PORTION OF
PARCEL D, VOLUME 24 OF PARCEL MAPS, PAGE 16**

Certain real property in the City of Marina, County of Monterey, State of California, being a portion of Parcel D as said parcel is shown on the map filed for record March 8, 2022 in Volume 24 of Parcel Maps at Page 16 in the Office of the County Recorder of said County, described as follows:

All that portion of said Parcel D lying southerly of a line drawn perpendicular to the easterly boundary of said Parcel D from the most easterly corner of Parcel B as shown on said map.

Being more particularly described as follows:

Beginning at the most southerly corner of said Parcel D, thence along the perimeter boundary of said parcel the following eleven (11) courses and distances

- 1) North 60°45'24" West, 138.00 feet; thence
- 2) North 29°14'55" East, 22.79 feet; thence
- 3) Northerly 215.70 feet along a tangent curve to the left having a radius of 504.50 feet, through a central angle of 24°29'47"; thence
- 4) North 39°40'55" West, 15.15 feet; thence
- 5) Westerly 124.66 feet along the arc of a non-tangent curve to the right having a radius of 327.00 feet (a radial bearing to the beginning of said curve bears South 7°24'00" West), through a central angle of 21°50'36"; thence tangentially
- 6) North 60°45'24" West, 68.64 feet; thence
- 7) North 29°14'36" East, 54.00 feet; thence
- 8) South 60°45'24" East, 68.64 feet; thence
- 9) Easterly 98.95 feet along the arc of a tangent curve to the left having a radius 273.00 feet, through a central angle of 20°46'04"; thence
- 10) North 49°31'39" East, 14.09 feet; thence
- 11) North 1°40'53" East, 335.65 feet to the most easterly corner of said Parcel B as shown on said map; thence departing the boundary of said Parcel D
- 12) South 88°19'07" East, 138.00 feet to a point on the easterly boundary of said Parcel D; thence along said easterly boundary the following three (3) courses and distances
- 13) South 1°40'53" West, 383.74 feet; thence
- 14) Southerly 309.07 feet along the arc of a tangent curve to the right having a radius of 642.50 feet, through a central angle of 27°33'43"; thence
- 15) South 29°14'36" West, 22.83 feet to the point of beginning

Containing 104,606 square feet or 2.401 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

R. P. Weber

8/10/2023

RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3140.35

DATE



100 0 100 200

SCALE: 1" = 100'

LEGEND

PROPERTY BOUNDARY

DESCRIBED AREA

PARCEL D
24 PM 16PARCEL B
24 PM 16LOT 3
23 C&T 36PARCEL 5 (L23.1.5)
27 SUR 80PCL 3
22 PM 77PARCEL 1
22 PM 77PARCEL 2
22 PM 77MOST EASTERLY
COR. PCL. B, 24 PM 16

S88°19'07"E

138.00'

N1°40'53"E

335.65'

DEL MONTE BLVD

S1°40'53"W

383.74'

340.94'

DESCRIBED
RIGHT-OF-WAY
104,606 S.F. ±N49°31'39"E
14.09'S60°45'24"E
68.64'
Δ=20°46'04"
R=273.00'
L=98.95'
Δ=21°50'36"
R=327.00'
L=124.66'S7°24'00"W
(RADIAL)
N39°40'55"W
15.15'N60°45'24"W
68.64'N29°14'36"E
54.00'PARCEL C
24 PM 16N29°14'55"E
22.79'

IMJIN PARKWAY

POINT OF
BEGINNING15' PUE
24 PM 16S29°14'36"W
22.83'PLAT TO ACCOMPANY DESCRIPTION
DUNES ON MONTEREY BAY - PHASE 2 NORTH
RIGHT-OF-WAY DEDICATIONMARINA, CALIFORNIA
8/7/2023Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

PUBLIC IMPROVEMENT AGREEMENT

**AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF
STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES**

“The Dunes on Monterey Bay” Project

– Phase 2 North –

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the City of Marina, herein called the “City,” a municipal corporation, and Shea Homes Limited Partnership, a real property owner, developer or subdivider, herein called the “Developer.”

WHEREAS, pursuant to the Development Agreement dated July 8, 2005, the Disposition and Development Agreement dated May 31, 2005, as amended by the Implementation Agreements, and the Quitclaim Deed dated September 21, 2006, Marina Community Partners, LLC, as the “Master Developer” is the owner of the land known as The Dunes Phase 2N; and

WHEREAS, on May 31, 2005, by Resolution 2005-130 the Master Developer received approval from the City for: (1) the University Village (now “The Dunes on Monterey Bay”) Specific Plan (Resolution 2005-130); and (2) a Tentative Subdivision Map (“Tentative Map”) consistent with the City’s General Plan and the Specific Plan (Resolution 2005-131) subject to Conditions of Approval attached to Resolution 2005-131 including: Condition 3 requiring a subdivision improvement agreement and bonding; and Condition 18 requiring establishment of a Landscape and Lighting District (“LLD”) prior to approval of the first Final Map; and

WHEREAS, the Master Developer conducted deconstruction and demolition activities affecting the Property (as defined below) under the terms of a Right of Entry Agreement from the City dated September 30, 2005; and

WHEREAS, the Marina Redevelopment Agency and the Master Developer entered into the Implementation Agreement Regarding University Village on September 6, 2006, which provided for construction of the project in three major phases, Phases 1, 2 and 3 and which further split Phase 1 into three separate sub phases termed Phase 1A, Phase 1B and Phase 1C and established Conforming Clarification(s) to the Schedule of Performance for each sub phase; and

WHEREAS, following the Master Developer’s invocation of an excused delay in the construction of Phase 1, Phase 2 and Phase 3 due to the impact of economic conditions on the feasibility of the project, on August 5, 2008, the Marina Redevelopment Agency and the Master Developer entered into the Second Implementation Agreement Regarding University Village to provide for the Master Developer’s continued construction of the project in spite of the economic downturn and made certain changes to the Disposition and

Development Agreement and to the Conforming Clarifications to the Schedule of Performance; and

WHEREAS, on August 12, 2008, in accordance with Resolution 2008-173 the City and the Master Developer entered into a Public Improvement Agreement to provide for the improvement of streets, installation of storm drains and other public works facilities for a portion of Phase 1C and 2 designated as residential in the Specific Plan (the “Initial Phase/Residential”); and

WHEREAS, on May 18, 2010, by Resolution 2010-13 the Marina Redevelopment Agency (“MRA”) and the City, by Resolution 2010-75, approved a modification to the Schedule of Performance; and

WHEREAS, the Master Developer transferred ownership of the Property to Developer pursuant to a grant deed recorded on _____, 2020, as document number _____; and

WHEREAS, the Master Developer assigned, and Developer assumed, the obligations of Master Developer under the Disposition and Development Agreement and the Development Agreement between City and Master Developer with respect to the Property pursuant to a Partial Assignment and Assumption Agreement; and

WHEREAS, the Master Developer remains obligated under the Disposition and Development Agreement and Development Agreement for the balance of the Project not yet conveyed to third parties; and

WHEREAS, the Conditions of Approval of the Tentative Map, as adopted by Resolution 2005-131 and as amended by Resolution 2008-209 require the establishment of a Landscape and Lighting District prior to recording of a final map; and

WHEREAS, on June 2, 2015, by Resolution 2015-01 the City approved the formation of Community Facilities District No. 2015-01 (“The Dunes”); and

WHEREAS, by Resolution 2015-11 the Master Developer received approval from the City for an amendment to Conditions of Approval Nos. 3 and 20 (Resolution 2008-209) for the Tentative Map which provided for the establishment of a Community Facilities District in lieu of a Landscape and Lighting District and permitted the Developer to record a final map for Phase 1C First Phase/Residential prior to the establishment of the Community Facilities District but that the City shall not accept any of the infrastructure improvements or easements for Phase 1C First Phase/Residential to be maintained by the Community Facilities District, including infrastructure improvements to be completed by the Developer, until such time as the Community Facilities District is established; and

WHEREAS, the Developer will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map (“Final Map”) for Phase 2N; and

WHEREAS, revised improvement plans entitled “The Dunes on Monterey Bay, Phase 2 North Stage 1” (herein the “Improvement Plans”) to be those signed by the City Engineer on June 14th, 2023, and incorporated herein by reference, have been submitted to the City for approval and acceptance, including certain streets constituting a portion of Phase 2N of The Dunes on Monterey Bay Project, referred to herein as Phase 2N development area, or the “Project,” located on and along Del Monte Blvd, from Bay View Street to Imjin Pkwy, and the southerly end of a portion of Breakwater Street, herein the “Property”. Improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, streetlights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on Exhibit A, (herein the “Improvements”); and

WHEREAS, the City will not accept any of the Phase 2N Improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; and

WHEREAS, the Developer requires certain utilities and public works facilities in order to service the Project under the minimum standards established by the City; and

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

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

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

SECTION 1

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

SECTION 2

The Developer agrees:

- a. To perform each and every provision required by the City to be performed by the Developer in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.
- b. To annex the Property to Community Facilities District No. 2015-01 to provide for the imposition of special assessments on the Property providing funding for the maintenance of the Improvements to be constructed by the Developer pursuant to this Agreement in a timely manner in order to ensure that the annexation to the Community Facilities District is accomplished prior to the sale or conveyance of any portion of the Property.
- c. To grant to the City or other entities entitled thereto, from property owned by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon prior to the annexation of the Property to the Community Facilities District. At no cost to the Developer, City and Developer will work cooperatively with the owners of other real property to acquire all easements necessary to construct the Improvements. At no cost to the City, City agrees to support Developer in acquisition of easements necessary to construct the Improvements and to accept said easements upon execution of easement grant deeds to the City by grantors, subject to the condition set forth above regarding the annexation to the Community Facilities District. City also agrees to issue Developer and/or Developer's contractors encroachment permits necessary to accomplish said work.

Prior to acceptance of the Improvements by the City, to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation attorney's fees) because of or arising or resulting directly or indirectly from (i) any damage done to any utility, public facility or other material or installation of the City on said real estate as a result of the Developer or any contractor or subcontractor of the Developer, or any employee of the foregoing, grading or working upon said real estate; or (ii) any act or omission of Developer or Developer's contractors, or subcontractors, or any employee of the foregoing in connection with the design, construction or other work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property, except for such claims, demands, causes of action liability, or loss arising out of the sole active negligence of the City or any of its officials, boards and commissions and members thereof, agents and employees. City shall not be responsible for the design or construction of the Improvements pursuant to the Improvement Plans, regardless of any

negligent action or inaction taken by City in approving the Improvement Plans unless the particular improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before construction and acceptance of the Improvements, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternate safe and feasible design. Prior to acceptance, Developer shall remain obligated for routine maintenance. After acceptance, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design of construction defect, however, Developer shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten (10) years following acceptance by City of the Improvements. The Improvement security shall not be required to cover the provisions of this Section. Developer shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by City in enforcing the provisions of this Section.

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

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement, and shall secure payment to City of any loss due to the default of the Developer or its contractors or their inability or refusal to perform this Agreement, and to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished. The Performance Bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the Improvements by Developer and acceptance of the Improvements by the City, provided that Developer may substitute for the Performance Bond securing the warranty described above with a separate warranty bond issued by an admitted surety in the amount of ten percent (10%) of the total contract price of the Improvements (provided that amount of said bond shall not be less than One Thousand Dollars (\$1,000)) to cover the one-year warranty period. Government Code

§66499.7, and as it may hereafter be amended, extended, or otherwise modified, shall apply to a request by Developer for release, in whole or in part, of the Faithful Performance Bond.

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Developer may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the contractor or subcontractor in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Developer, or its contractor or subcontractors fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Sections 8520, 8530 and 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Developer, its contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code Sections 8520, 8530 and 9100 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

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

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

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified in (a) above shall name City as additional insured and the insurance (b) shall name the City as a loss payee, and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer's contractors or their respective employees. Developer hereby waives, and Developer shall cause each of its contractors and subcontractors to waive, all rights to

recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

f. Not to offer for dedication to and acceptance by the City any of the public improvements constructed by Developer and located on the Property until such time as the Property is annexed to the Community Facilities District.

g. Not to convey, transfer, assign, or sell in one transaction or a series of transactions, subsequent to recordation of the Final Map for Phase 2N and prior to the annexation to the Community Facilities District, any portion or interest of the Developer in the Property or the Project. Notwithstanding the foregoing, Developer may transfer, assign or sell in one transaction or a series of transactions all or any portion or interest of the Developer in the Property or the Project with written consent of the City, such consent not to be unreasonably delayed, conditioned or withheld, to any entity which controls, is controlled by or is under common control with the Developer or the Master Developer, provided that said assignee assumes, in full, the obligations of Developer under this Agreement.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or designee, as shown on Exhibit B. That estimated amount is \$1,057,956. The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Developer will commence substantial construction of the Improvements required by this Agreement within the time period set forth in the Conforming Clarifications to the Schedule of Performance ("Schedule of Performance") between City and Master Developer, as the Schedule of Performance may be subsequently amended. All the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed within the time periods set forth in such Schedule of Performance. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property. City shall accept the Improvements no later than six (6) months after such time as the Improvements are (i) completed to the satisfaction of the City Engineer, (ii) the annexation to the CFD is completed and (iii) the City is in receipt of funds from the CFD to maintain the Improvements.

SECTION 5

a) Default of Developer shall include, but not be limited to: (1) failure to timely commence construction of the Improvements; (2) failure to timely complete construction of the Improvements; (3) failure to timely commence and complete the annexation of the Property to the Community Facilities District; (4) failure to timely cure any defect of the Improvements; (5) failure to perform substantial construction work for a period of sixty (60) calendar days after commencement of the work; (6) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty (30) days; (7) commencement of a foreclosure action against the project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or (8) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, Developer shall not be in default under this Agreement if it cures any default within thirty (30) days' written notice of such default, or if the default may not reasonably be curing within such time period, if it commences to cure within thirty (30) days and thereafter diligently proceeds to complete the cure.

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

c) In the event of Developer's default under this Agreement, Developer authorizes City to perform such obligation sixty days after mailing written notice of default to Developer and to Developer's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the City for any excess cost or damages occasioned City thereby, including but not limited to fees and charges or architects, engineers, attorneys, other professionals and court costs. In such event, City without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Developer as may be on the site of the work and necessary for performance of the work.

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

SECTION 6

In addition to the other obligations, Developer shall complete the following General Stipulations and any attached stipulations, subject to the approval of the City Engineer.

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.
2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is complete with a minimum interruption of traffic
3. All work within the public right-of-way shall be subject to the approval of the City Engineer or designee.
4. All construction work shall be coordinated so that the existing residents and/or businesses have access to their properties.
5. All improvements shall be installed per the approved Improvement Plans.
6. The Developer shall provide to the City electronic copy of the “As Built” Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).
7. Any reimbursements due the Developer, unless specified otherwise in writing in this Agreement, will expire ten (10) years after the date of execution of this Agreement.
8. Until the roads on the Property are open to the public, Developer shall give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

SECTION 7

Developer shall, at Developer’s expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

SECTION 8

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

SECTION 9

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

SECTION 10

Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Project or to any other third party without the express written consent of City.

SECTION 11

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements and only after the annexation of the Property to the Community Facilities District. Such acceptance shall not constitute a waiver of defects by City.

SECTION 12

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

SECTION 13

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

SECTION 14

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

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the Conditions, the Disposition and Development Agreement as amended by the Implementation Agreements, the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities "The Dunes on Monterey Bay" Project A Portion of Phase 1C – First Phase Residential, the Agreement Forming Community Facilities District No. 2015-01, and the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities "The Dunes on Monterey Bay, Phase 2N" constitute the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the parties.

SECTION 17

In the event the Schedule of Performance (including any Conforming Clarifications thereto) is tolled, the time for commencement of construction or completion of the Improvements hereunder shall be extended for the same duration as applies to the Schedule of Performance. Any such extension may be granted without notice to Developer's surety and shall not affect the validity of this Agreement or release the surety on any security given for this Agreement.

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

ATTEST:

CITY OF MARINA

Acting Deputy City Clerk

Layne Long
City Manager

APPROVED AS TO FORM:

City Attorney

DRAFT

IN WITNESS WHEREOF Developer has executed this Agreement as of

_____.

SHEA HOMES LIMITED PARTNERSHIP,
a California Limited Partnership

BY: _____

BY: _____

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

State of California County of _____ On _____ before me, (here 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)

Per GC Sec. 40814; CC Sec. 1181

EXHIBIT A

DRAFT

November 15, 2023

Item No. **10g(6)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 21, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING THE PHASE 2 WEST/RESIDENTIAL PUBLIC
IMPROVEMENT AGREEMENT BETWEEN THE CITY OF MARINA
AND SHEA HOMES, LP, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT ON
BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY
THE CITY ATTORNEY**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2023-, approving the Phase 2 West/Residential Public Improvement Agreement between the City of Marina and Shea Homes, LP, (“Developer”) (“**EXHIBIT A**”), and;
2. Authorizing the City Manager to execute the Public Improvement Agreement on behalf of City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project.

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade, and all residential phases for the former University Village Development Project.

At the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance.

At the regularly scheduled meeting of May 19, 2020, the City Council adopted Resolution No. 2020-53, approving an amendment to the University Village Phase 2 Tentative Map.

At the regularly scheduled meeting of October 6, 2022, the City Council adopted Resolution No. 2022-119, approving an amendment to residential lots, open space, and roadways in Phase 2 West.

ANALYSIS:

Shea Homes Limited Partnership (“Developer”) has submitted the Phase 2 West/Residential Final Map to the City for review and approval. Staff has reviewed the improvement plans for construction and approved the plans on March 28, 2023. The Developer has also submitted a Public Improvement Agreement and will provide labor and materials and faithful performance bonds required for the recordation of the Final Map and construction of approved public infrastructure. It has been determined that the Tentative Map Conditions of Approval as amended and presented to the City Council on May 19, 2020, and October 6, 2022, have been met.

All required future phased final maps must meet all the appropriate conditions of approval and will be presented to the City Council for consideration at a future date.

FISCAL IMPACT:

Should the City Council approve this request, the City requires the Developer to provide satisfactory evidence of their ability to complete the public improvements by the posting of labor and material and faithful performance subdivision improvement bonds in an amount of 100% of the City Engineer's estimate of the cost to perform the work.

For the construction of improvements for Phase 2 West/Residential, the Developer will post a bond in the amount of Three Million Eight Hundred Forty-One Thousand Dollars (\$3,841,000.00), for completion of the public improvements and a bond in the amount of Three Million Eight Hundred Forty-One Thousand Dollars (\$3,841,000.00)), to secure payment for labor and materials prior to the recording of the Final Map for Phase 2 West/Residential.

Continued maintenance of public streets, sidewalks, streetlights, and stormwater facilities shall be incorporated into the existing Dunes Community Facilities District (CFD) and funded by the special tax assessment collected by the special District. Administration of the District shall be in accordance with City Ordinance 3.32.

California Environmental Quality Act (CEQA)

The approval of the Phase 2 West Public Improvement Agreement between the City of Marina and Shea Homes, LP, was generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
City of Marina

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING THE PHASE 2 WEST/RESIDENTIAL PUBLIC
IMPROVEMENT AGREEMENT BETWEEN THE CITY OF MARINA AND
SHEA HOMES, LP, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT ON BEHALF OF
CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project, and;

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade, and all residential phases for the former University Village Development Project, and;

WHEREAS, at the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance, and;

WHEREAS, at the regularly scheduled meeting of May 19, 2020, the City Council adopted Resolution No. 2020-53, approving an amendment to the University Village Phase 2 Tentative Map, and;

WHEREAS, at the regularly scheduled meeting of October 6, 2022, the City Council adopted Resolution No. 2022-119, approving an amendment to residential lots, open space, and roadways in Phase 2 West, and;

WHEREAS, Shea Homes Limited Partnership (“Developer”) has submitted the Phase 2 West/Residential Final Map to the City for review and approval. Staff has reviewed the improvement plans for construction and approved the plans on March 28, 2023. The Developer has also submitted a Public Improvement Agreement and will provide labor and materials and faithful performance bonds required for the recordation of the Final Map and construction of approved public infrastructure. It has been determined that the Tentative Map Conditions of Approval as amended and presented to the City Council on May 19, 2020, and October 6, 2022, have been met, and;

WHEREAS, all required future phased final maps must meet all the appropriate conditions of approval and will be presented to the City Council for consideration at a future date, and;

WHEREAS, should the City Council approve this request, the City requires the Developer to provide satisfactory evidence of their ability to complete the public improvements by the posting of labor and material and faithful performance subdivision improvement bonds in an amount of 100% of the City Engineer's estimate of the cost to perform the work, and;

WHEREAS, for the construction of improvements for Phase 2 West/Residential, the Developer will post a bond in the amount of Three Million Eight Hundred Forty-One Thousand Dollars (\$3,841,000.00), for completion of the public improvements and a bond in the amount of Three Million Eight Hundred Forty-One Thousand Dollars (\$3,841,000.00)), to secure payment for labor and materials prior to the recording of the Final Map for Phase 2 West/Residential, and;

WHEREAS, continued maintenance of public streets, sidewalks, streetlights, and stormwater facilities shall be incorporated into the existing Dunes Community Facilities District (CFD) and funded by the special tax assessment collected by the special District. Administration of the District shall be in accordance with City Ordinance 3.32, and;

WHEREAS, the approval of the Phase 2 West Public Improvement Agreement between the City of Marina and Shea Homes, LP, was generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

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

1. Approve the Phase 2 West/Residential Public Improvement Agreement between the City of Marina and Shea Homes, LP, (“Developer”) (“**EXHIBIT A**”), and;
2. Authorize the City Manager to execute the Public Improvement Agreement on behalf of City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 21st day of November 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

EXHIBIT A TO STAFF REPORT

PUBLIC IMPROVEMENT AGREEMENT

AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES

“The Dunes on Monterey Bay” Project – Phase 2 West –

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the City of Marina, herein called the “City,” a municipal corporation, and Shea Homes Limited Partnership, a real property owner, developer or subdivider, herein called the “Developer.”

WHEREAS, pursuant to the Development Agreement dated July 8, 2005, the Disposition and Development Agreement dated May 31, 2005, as amended by the Implementation Agreements, and the Quitclaim Deed dated September 21, 2006, Marina Community Partners, LLC, as the “Master Developer” is the owner of the land known as The Dunes Phase 2W; and

WHEREAS, on May 31, 2005, by Resolution 2005-130 the Master Developer received approval from the City for: (1) the University Village (now “The Dunes on Monterey Bay”) Specific Plan (Resolution 2005-130); and (2) a Tentative Subdivision Map (“Tentative Map”) consistent with the City’s General Plan and the Specific Plan (Resolution 2005-131) subject to Conditions of Approval attached to Resolution 2005-131 including: Condition 3 requiring a subdivision improvement agreement and bonding; and Condition 18 requiring establishment of a Landscape and Lighting District (“LLD”) prior to approval of the first Final Map; and

WHEREAS, the Master Developer conducted deconstruction and demolition activities affecting the Property (as defined below) under the terms of a Right of Entry Agreement from the City dated September 30, 2005; and

WHEREAS, the Marina Redevelopment Agency and the Master Developer entered into the Implementation Agreement Regarding University Village on September 6, 2006, which provided for construction of the project in three major phases, Phases 1, 2 and 3 and which further split Phase 1 into three separate sub phases termed Phase 1A, Phase 1B and Phase 1C and established Conforming Clarification(s) to the Schedule of Performance for each sub phase; and

WHEREAS, following the Master Developer’s invocation of an excused delay in the construction of Phase 1, Phase 2 and Phase 3 due to the impact of economic conditions on the feasibility of the project, on August 5, 2008, the Marina Redevelopment Agency and the Master Developer entered into the Second Implementation Agreement Regarding University Village to provide for the Master Developer’s continued construction of the project in spite of the economic downturn and made certain changes to the Disposition and

Development Agreement and to the Conforming Clarifications to the Schedule of Performance; and

WHEREAS, on August 12, 2008, in accordance with Resolution 2008-173 the City and the Master Developer entered into a Public Improvement Agreement to provide for the improvement of streets, installation of storm drains and other public works facilities for a portion of Phase 1C and 2 designated as residential in the Specific Plan (the "Initial Phase/Residential"); and

WHEREAS, on May 18, 2010, by Resolution 2010-13 the Marina Redevelopment Agency ("MRA") and the City, by Resolution 2010-75, approved a modification to the Schedule of Performance; and

WHEREAS, the Master Developer transferred ownership of the Property to Developer pursuant to a grant deed recorded on _____, 2020, as document number _____; and

WHEREAS, the Master Developer assigned, and Developer assumed, the obligations of Master Developer under the Disposition and Development Agreement and the Development Agreement between City and Master Developer with respect to the Property pursuant to a Partial Assignment and Assumption Agreement; and

WHEREAS, the Master Developer remains obligated under the Disposition and Development Agreement and Development Agreement for the balance of the Project not yet conveyed to third parties; and

WHEREAS, the Conditions of Approval of the Tentative Map, as adopted by Resolution 2005-131 and as amended by Resolution 2008-209 require the establishment of a Landscape and Lighting District prior to recording of a final map; and

WHEREAS, on June 2, 2015, by Resolution 2015-01 the City approved the formation of Community Facilities District No. 2015-01 ("The Dunes"); and

WHEREAS, by Resolution 2015-11 the Master Developer received approval from the City for an amendment to Conditions of Approval Nos. 3 and 20 (Resolution 2008-209) for the Tentative Map which provided for the establishment of a Community Facilities District in lieu of a Landscape and Lighting District and permitted the Developer to record a final map for Phase 1C First Phase/Residential prior to the establishment of the Community Facilities District but that the City shall not accept any of the infrastructure improvements or easements for Phase 1C First Phase/Residential to be maintained by the Community Facilities District, including infrastructure improvements to be completed by the Developer, until such time as the Community Facilities District is established; and

WHEREAS, the Developer will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map ("Final Map") for Phase 2W; and

WHEREAS, revised improvement plans entitled “The Dunes on Monterey Bay, Phase 2 West” (herein the “Improvement Plans”) to be those signed by the City Engineer on March 28th, 2023, and incorporated herein by reference, have been submitted to the City for approval and acceptance, including certain streets constituting a portion of Phase 2W of The Dunes on Monterey Bay Project, referred to herein as Phase 2W development area, or the “Project,” located on and along 1st Ave, from 6th Street to 8th Street, and the westerly Sand Dune Ave, herein the “Property”. Improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, streetlights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on Exhibit A, (herein the “Improvements”); and

WHEREAS, the City will not accept any of the Phase 2W Improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; and

WHEREAS, the Developer requires certain utilities and public works facilities in order to service the Project under the minimum standards established by the City; and

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

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

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

SECTION 1

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

SECTION 2

The Developer agrees:

- a. To perform each and every provision required by the City to be performed by the Developer in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.
- b. To annex the Property to Community Facilities District No. 2015-01 to provide for the imposition of special assessments on the Property providing funding for the maintenance of the Improvements to be constructed by the Developer pursuant to this Agreement in a timely manner in order to ensure that the annexation to the Community Facilities District is accomplished prior to the sale or conveyance of any portion of the Property.
- c. To grant to the City or other entities entitled thereto, from property owned by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon prior to the annexation of the Property to the Community Facilities District. At no cost to the Developer, City and Developer will work cooperatively with the owners of other real property to acquire all easements necessary to construct the Improvements. At no cost to the City, City agrees to support Developer in acquisition of easements necessary to construct the Improvements and to accept said easements upon execution of easement grant deeds to the City by grantors, subject to the condition set forth above regarding the annexation to the Community Facilities District. City also agrees to issue Developer and/or Developer's contractors encroachment permits necessary to accomplish said work.

Prior to acceptance of the Improvements by the City, to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation attorney's fees) because of or arising or resulting directly or indirectly from (i) any damage done to any utility, public facility or other material or installation of the City on said real estate as a result of the Developer or any contractor or subcontractor of the Developer, or any employee of the foregoing, grading or working upon said real estate; or (ii) any act or omission of Developer or Developer's contractors, or subcontractors, or any employee of the foregoing in connection with the design, construction or other work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property, except for such claims, demands, causes of action liability, or loss arising out of the sole active negligence of the City or any of its officials, boards and commissions and members thereof, agents and employees. City shall not be responsible for the design or construction of the Improvements pursuant to the Improvement Plans, regardless of any negligent action or inaction taken by City in approving the Improvement Plans unless the

particular improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before construction and acceptance of the Improvements, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternate safe and feasible design. Prior to acceptance, Developer shall remain obligated for routine maintenance. After acceptance, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design of construction defect, however, Developer shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten (10) years following acceptance by City of the Improvements. The Improvement security shall not be required to cover the provisions of this Section. Developer shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by City in enforcing the provisions of this Section.

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

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

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Developer may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the contractor or subcontractor in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Developer, or its contractor or subcontractors fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Sections 8520, 8530 and 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Developer, its contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code Sections 8520, 8530 and 9100 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

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

e. At all times during the term of this Agreement and until the Improvements constructed by Developer are accepted by City, Developer shall, at no cost to City obtain and maintain (a) a policy of general liability and property damage insurance in the minimum amount of Three Million Dollars (\$3,000,000), combined single limit for both bodily injury and property damage; (b) workers' compensation insurance as required by law; and (c) broad form "Builder's Risk" property damage insurance limits of not less than 100% of the estimated value of the Improvements to be constructed by Developer pursuant to this Agreement (Builders Risk Insurance is not required when only mass grading and roadway-related improvements consisting of no structures are to be constructed).

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified in (a) above shall name City as additional insured and the insurance (b) shall name the City as a loss payee, and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer's contractors or their respective employees. Developer hereby waives, and Developer shall cause each of its contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all

rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

f. Not to offer for dedication to and acceptance by the City any of the public improvements constructed by Developer and located on the Property until such time as the Property is annexed to the Community Facilities District.

g. Not to convey, transfer, assign, or sell in one transaction or a series of transactions, subsequent to recordation of the Final Map for Phase 2N and prior to the annexation to the Community Facilities District, any portion or interest of the Developer in the Property or the Project. Notwithstanding the foregoing, Developer may transfer, assign or sell in one transaction or a series of transactions all or any portion or interest of the Developer in the Property or the Project with written consent of the City, such consent not to be unreasonably delayed, conditioned or withheld, to any entity which controls, is controlled by or is under common control with the Developer or the Master Developer, provided that said assignee assumes, in full, the obligations of Developer under this Agreement.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or designee, as shown on Exhibit B. That estimated amount is \$4,225,000. The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Developer will commence substantial construction of the Improvements required by this Agreement within the time period set forth in the Conforming Clarifications to the Schedule of Performance ("Schedule of Performance") between City and Master Developer, as the Schedule of Performance may be subsequently amended. All the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed within the time periods set forth in such Schedule of Performance. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property. City shall accept the Improvements no later than six (6) months after such time as the Improvements are (i) completed to the satisfaction of the City Engineer, (ii) the annexation to the CFD is completed and (iii) the City is in receipt of funds from the CFD to maintain the Improvements.

SECTION 5

a) Default of Developer shall include, but not be limited to: (1) failure to timely commence construction of the Improvements; (2) failure to timely complete construction of the Improvements; (3) failure to timely commence and complete the annexation of the Property to the Community Facilities District; (4) failure to timely cure any defect of the Improvements; (5) failure to perform substantial construction work for a period of sixty (60) calendar days after commencement of the work; (6) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty (30) days; (7) commencement of a foreclosure action against the project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or (8) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, Developer shall not be in default under this Agreement if it cures any default within thirty (30) days' written notice of such default, or if the default may not reasonably be curing within such time period, if it commences to cure within thirty (30) days and thereafter diligently proceeds to complete the cure.

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

c) In the event of Developer's default under this Agreement, Developer authorizes City to perform such obligation sixty days after mailing written notice of default to Developer and to Developer's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the City for any excess cost or damages occasioned City thereby, including but not limited to fees and charges or architects, engineers, attorneys, other professionals and court costs. In such event, City without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Developer as may be on the site of the work and necessary for performance of the work.

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

SECTION 6

In addition to the other obligations, Developer shall complete the following General Stipulations and any attached stipulations, subject to the approval of the City Engineer.

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.
2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is complete with a minimum interruption of traffic
3. All work within the public right-of-way shall be subject to the approval of the City Engineer or designee.
4. All construction work shall be coordinated so that the existing residents and/or businesses have access to their properties.
5. All improvements shall be installed per the approved Improvement Plans.
6. The Developer shall provide to the City electronic copy of the “As Built” Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).
7. Any reimbursements due the Developer, unless specified otherwise in writing in this Agreement, will expire ten (10) years after the date of execution of this Agreement.
8. Until the roads on the Property are open to the public, Developer shall give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

SECTION 7

Developer shall, at Developer’s expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

SECTION 8

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

SECTION 9

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

SECTION 10

Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Project or to any other third party without the express written consent of City.

SECTION 11

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements and only after the annexation of the Property to the Community Facilities District. Such acceptance shall not constitute a waiver of defects by City.

SECTION 12

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

SECTION 13

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

SECTION 14

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

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the Conditions, the Disposition and Development Agreement as amended by the Implementation Agreements, the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities “The Dunes on Monterey Bay’ Project A Portion of Phase 1C – First Phase Residential, the Agreement Forming Community Facilities District No. 2015-01, and the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities “The Dunes on Monterey Bay, Phase 2W” constitute the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the parties.

SECTION 17

In the event the Schedule of Performance (including any Conforming Clarifications thereto) is tolled, the time for commencement of construction or completion of the Improvements hereunder shall be extended for the same duration as applies to the Schedule of Performance. Any such extension may be granted without notice to Developer’s surety and shall not affect the validity of this Agreement or release the surety on any security given for this Agreement.

.

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

ATTEST:

CITY OF MARINA

Acting Deputy City Clerk

Layne Long
City Manager

APPROVED AS TO FORM:

City Attorney

DRAFT

IN WITNESS WHEREOF Developer has executed this Agreement as of

_____.

SHEA HOMES LIMITED PARTNERSHIP,
a California Limited Partnership

BY: _____

BY: _____

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

State of California County of _____ On _____ before me, (here 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)

Per GC Sec. 40814; CC Sec. 1181

EXHIBIT A

DRAFT



EXHIBIT B

Civil Engineering + Land Surveying
6 Harris Court, Monterey, CA 93940 | 831.649.5225
whitsonengineers.com

February 7, 2023

Job No.: 3140.33

ENGINEER'S BOND ESTIMATE
CITY OF MARINA
THE DUNES ON MONTEREY BAY - PHASE 2 WEST (68 Lots)
MARINA, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
STREET WORK					
1	Street Fine Grading	434,000	SF	\$ 0.46	\$ 199,640
2	3.0" HMA (Lanes, Type A, TI=5.5)	190	TONS	\$ 150.00	\$ 28,500
3	3.0" HMA (Streets, Type A, TI=5.5)	860	TONS	\$ 150.00	\$ 129,000
4	3.5" HMA (Streets, Type A, TI=6)	3,130	TONS	\$ 150.00	\$ 469,500
5	6.0" Aggregate Base (Lanes, Class II)	370	TONS	\$ 35.00	\$ 12,950
6	6.0" Aggregate Base (Streets, Class II)	7,070	TONS	\$ 35.00	\$ 247,450
7	Street Driveway Approaches	53	EA	\$ 3,000.00	\$ 159,000
8	Lane Entry Concrete Conform	2	EA	\$ 2,500.00	\$ 5,000
9	Conform to Existing Street	6	EA	\$ 2,500.00	\$ 15,000
10	6" Vertical Curb City Std ST-1 (Includes 6" AB)	4,680	LF	\$ 30.00	\$ 140,400
11	6" Vertical Curb & Gutter (City Std ST-1) (Includes 6" AB)	8,560	LF	\$ 24.00	\$ 205,440
12	4.5" Rolled Curb & Gutter (Includes 4" AB)	1,130	LF	\$ 25.00	\$ 28,250
13	Concrete Sidewalk (City Std ST-2)(N/I Linear Park)	42,850	SF	\$ 7.50	\$ 321,375
14	4' DG Equestrian Trail (9th Street along frontage)	2,720	SF	\$ 6.00	\$ 16,320
15	4' DG Trail (along EVA)	2,230	SF	\$ 6.00	\$ 13,380
16	12' AC Bike Path (8th and 9th Street along frontage)	11,100	SF	\$ 5.00	\$ 55,500
17	Curb Ramps	42	EA	\$ 1,300.00	\$ 54,600
18	4' Concrete V-Gutter (Lanes)	100	LF	\$ 35.00	\$ 3,500
19	Street Centerline Monuments	12	EA	\$ 750.00	\$ 9,000
20	Street Lights	79	EA	\$ 8,000.00	\$ 632,000
21	Striping (Thermoplastic)	4,610	LF	\$ 5.00	\$ 23,050
22	Pavement Markings (Thermoplastic)	40	EA	\$ 600.00	\$ 24,000
23	Red Curb	5,700	LF	\$ 2.00	\$ 11,400
24	Traffic / Street Name Signs	90	EA	\$ 750.00	\$ 67,500
25	Barricade	5	EA	\$ 2,000.00	\$ 10,000
26	Multi-Use Path Bollard	2	EA	\$ 1,500.00	\$ 3,000
Subtotal Street Work					\$ 2,884,755

Item Description	Quantity	Unit	Unit Price	Amount
<u>STORM DRAIN</u>				
1 Catch Basin Bottoms	27	EA	\$ 2,000.00	\$ 54,000
2 Curb Inlet Tops	27	EA	\$ 1,500.00	\$ 40,500
3 24" Field Inlet	5	EA	\$ 2,500.00	\$ 12,500
4 24" Drain Inlet	2	EA	\$ 2,500.00	\$ 5,000
5 48" Storm Drain Manholes	4	EA	\$ 5,000.00	\$ 20,000
6 Hydro International First Defense Unit	3	EA	\$ 10,000.00	\$ 30,000
7 MC-7200 Stormtech Infiltration Chambers	44,000	CF	\$ 14.00	\$ 616,000
8 12" HDPE Storm Drain Pipe	740	LF	\$ 65.00	\$ 48,100
9 15" HDPE Storm Drain Pipe	1,430	LF	\$ 75.00	\$ 107,250
10 18" HDPE Storm Drain Pipe	270	LF	\$ 83.00	\$ 22,410
Subtotal Storm Drain				\$ 955,760
SUBTOTAL PHASE 2 WEST CITY OF MARINA BOND AMOUNT				\$ 3,840,515
10% CONTINGENCY				\$ 384,052
TOTAL PHASE 2 WEST CITY OF MARINA BOND AMOUNT (to nearest \$1,000)				\$ 4,225,000

November 8, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 7, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
ACCEPTING THE COMPLETION OF THE CITY OF MARINA- Dr.
MARTIN LUTHER KING Jr. SCULPTURE GARDEN 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-Dr. Martin Luther King Jr. Sculpture Garden Project, and;
2. Authorizing the filing of a Notice of Completion (**EXHIBIT A**), with the Monterey County Recorder's Office.

BACKGROUND:

The City of Marina-Dr. Martin Luther King Jr. Sculpture Garden Project is located near the Marina Library and work includes installation of new paver pathway and decomposed granite walkways, paved plaza and irrigation system, planting of drought tolerant landscaping and natural lawn, installation of the relocated sculpture and plaques, site lighting and furnishing, and associated miscellaneous work for a complete project.

On December 20, 2022, the City Council passed Resolution No. 2022-156 awarding a construction contract to Monterey Peninsula Engineering (MPE) of Marina, CA for bid amount of \$401,830 and approved expenditure of up to an additional 10% of the contract amount for potential construction contingencies.

ANALYSIS:

Following is the project construction expenditure summary:

Project Construction Expenditure Summary		
Description	Awarded Amount	Expense Amount
Monterey Peninsula Engineering Construction Award	\$401,830.00	\$401,830.00
10% Construction Contingency	\$40,183.00	
Construction Change Orders (5 total)		\$12,216.97
Total Award Amount	\$442,013.00	
Total Construction Cost		\$414,046.97

The final construction cost is \$414,046.97 which includes five construction change orders due to additional work necessary to complete the project and additional time due to material and weather delays.

The project was substantially completed on September 8, 2023. **EXHIBIT B** shows the before, during and after construction photos of the project.

The Dr. Martin Luther King Jr. Sculpture Garden 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:

Capital Improvement Project funding, APF2125 for Dr. Martin Luther King Jr. Sculpture Garden Project had a total project funding of \$578,835.50.

The total project cost includes the cost of the construction contract (\$414,046.97) and soft costs for project management, landscaping and engineering designs, preparation of bidding documents, construction management, inspection, MCWD capacity fees and miscellaneous expenses (\$152,148.14). The Capital Improvement Project PF2125 has sufficient funds to pay the total project cost of \$566,195.11. Approval of this request will result in release of contract payment retention which was budgeted and approved at the time of contract award.

California Environmental Quality Act (CEQA)

The acceptance of project and authorization to file Notice of Completion for the City of Marina-Dr. Martin Luther King Jr. Sculpture Garden Project is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

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- Dr. MARTIN
LUTHER KING Jr. SCULPTURE GARDEN PROJECT AND AUTHORIZING
THE FILING OF A NOTICE OF COMPLETION WITH THE MONTEREY
COUNTY RECORDER'S OFFICE

WHEREAS, the City of Marina-Dr. Martin Luther King Jr. Sculpture Garden Project is located near the Marina Library and work includes installation of new paver pathway and decomposed granite walkways, paved plaza and irrigation system, planting of drought tolerant landscaping and natural lawn, installation of the relocated sculpture and plaques, site lighting and furnishing, and associated miscellaneous work for a complete project; and,

WHEREAS, on December 20, 2022, the City Council passed Resolution No. 2022-156 awarding a construction contract to Monterey Peninsula Engineering (MPE) of Marina, CA for the bid amount of \$401,830 and approved to expend up to an additional 10% of the contract amount for potential construction contingencies; and,

WHEREAS, the final construction cost is \$414,046.97 which includes five construction change orders due to additional work necessary to complete the project and additional time due to material and weather delays; and,

WHEREAS, the project was substantially completed on September 8, 2023. **EXHIBIT B** shows the before, during and after construction photos of the project; and,

WHEREAS, the Capital Improvement Project PF2125 has sufficient funds to pay the total project cost of \$566,195.11. Approval of this request will result in release of contract payment retention which was budgeted and approved at the time of contract award.; and,

WHEREAS, the acceptance of project and authorization to file Notice of Completion for the City of Marina-Dr. Martin Luther King Jr. Sculpture Garden Project is not a project under the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061; and,

WHEREAS, the City of Marina-Dr. Martin Luther King Jr. Sculpture Garden 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.

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

1. Accepts the completion of the City of Marina-Dr. Martin Luther King Jr. Sculpture Garden Project, and;
2. Authorizes the filing of a Notice of Completion (**EXHIBIT A**), 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 21st day of November 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

After Recordation Return To:

City of Marina
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 6th day of January 2023, enter into a contract with Monterey Peninsula Engineering. (MPE) of Marina, California wherein said contractor agreed to complete all work for the City of Marina-Dr. Martin Luther King Jr. Sculpture Garden 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 November 21, 2023.

The real property involved in said contract is described as Locke Paddon Park, 3203 Marina Drive, Marina California with the property interest of the Monterey Peninsula Regional Park District as Owner. An encroachment permit P042023 issued by Monterey Peninsula Regional Park District granting the City of Marina for the construction of the City of Marina-Dr. Martin Luther King Jr. Sculpture Garden Project.

Dated: November 22, 2023

CITY OF 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



PRE-CONSTRUCTION PHOTO





POST CONSTRUCTION PHOTOS

November 15, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 21, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING THE PHASE 2 WEST/RESIDENTIAL FINAL MAP FOR
THE DUNES ON MONTEREY BAY DEVELOPMENT PROJECT
SUBDIVISION (FORMERLY UNIVERSITY VILLAGE), AND
AUTHORIZING THE CITY CLERK TO EXECUTE THE FINAL MAP
ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL
BY THE CITY ATTORNEY**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2023-, approving the Phase 2 West/Residential Final Map for The Dunes on Monterey Bay Development Project Subdivision (“**EXHIBIT A**”), and;
2. Consider authorizing the City Clerk to execute the Final Map on behalf of City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project.

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade, and all residential phases for the former University Village Development Project.

At the regularly scheduled meeting, including December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance.

At the regularly scheduled meeting of May 19, 2020, the City Council adopted Resolution No. 2020-53, approving an amendment to University Village Phase 2 Tentative Map.

At the regularly scheduled meeting of October 6, 2022, the City Council adopted Resolution No. 2022-119, approving an amendment to residential lots, open space and roadways in Phase 2 West.

ANALYSIS:

Shea Homes Limited Partnership (“Developer”) has submitted the Phase 2 West/Residential Final Map to the City for review and approval. Staff has reviewed the improvement plans for construction and approved the plans on March 28, 2023. It has been determined that the Tentative Map Conditions of Approval as amended have been met. The Community Development Director and Public Works Director will sign off on the Final Map in accordance with their respective findings.

The Developer has also submitted a Public Improvement Agreement and will provide labor and materials and faithful performance bonds required for the recordation of the Final Map. The Agreement is on this Agenda as a separate item for consideration of approval.

A review of water supply availability to serve Phase 2 West/Residential also been provided by Bowman Consulting Group (dated November 3, 2023) (“**EXHIBIT B**”) pursuant to Section II A of the University Villages Settlement Agreement with Save Our Peninsula Committee. The required finding is made in the draft Resolution.

All required future phased final maps must meet all the appropriate conditions of approval and will be presented to the City Council for consideration at a future date.

FISCAL IMPACT:

Should the City Council approve this request, the City requires the developer to provide satisfactory evidence of their ability to complete the public improvements by the posting of labor and material and faithful performance subdivision improvement bonds in an amount of 100% of the City Engineer's estimate of the cost to perform the work.

California Environmental Quality Act (CEQA)

The approval and recordation of the Phase 2 West Final Map was generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer
Public Works Department
City of Marina

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING THE PHASE 2 WEST/RESIDENTIAL FINAL MAP FOR THE
DUNES ON MONTEREY BAY DEVELOPMENT PROJECT SUBDIVISION
(FORMERLY UNIVERSITY VILLAGE), AND AUTHORIZING THE CITY
CLERK TO EXECUTE THE FINAL MAP ON BEHALF OF CITY SUBJECT
TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project, and;

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade, and all residential phases for the former University Village Development Project, and;

WHEREAS, at the regularly scheduled meeting, including December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance, and;

WHEREAS, at the regularly scheduled meeting of May 19, 2020, the City Council adopted Resolution No. 2020-53, approving an amendment to University Village Phase 2 Tentative Map, and;

WHEREAS, at the regularly scheduled meeting of October 6, 2022, the City Council adopted Resolution No. 2022-119, approving an amendment to residential lots, open space and roadways in Phase 2 West, and;

WHEREAS, Shea Homes Limited Partnership (“Developer”) has submitted the Phase 2 West/Residential Final Map to the City for review and approval. Staff has reviewed the improvement plans for construction and approved the plans on March 28, 2023. It has been determined that the Tentative Map Conditions of Approval as amended have been met. The Community Development Director and Public Works Director will sign off on the Final Map in accordance with their respective findings, and;

WHEREAS, the Developer has also submitted a Public Improvement Agreement and will provide labor and materials and faithful performance bonds required for the recordation of the Final Map. The Agreement is on this Agenda as a separate item for consideration of approval, and;

WHEREAS, a review of water supply availability to serve Phase 2 West/Residential also been provided by Bowman Consulting Group (dated November 3, 2023) (“**EXHIBIT B**”) pursuant to Section II A of the University Villages Settlement Agreement with Save Our Peninsula Committee. The required finding is made in the draft Resolution, and;

WHEREAS, all required future phased final maps must meet all the appropriate conditions of approval and will be presented to the City Council for consideration at a future date, and;

WHEREAS, should the City Council approve this request, the City requires the developer to provide satisfactory evidence of their ability to complete the public improvements by the posting of labor and material and faithful performance subdivision improvement bonds in an amount of 100% of the City Engineer's estimate of the cost to perform the work, and;

WHEREAS, the approval and recordation of the Phase 2 West Final Map was generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby approve the Phase 2 West/Residential Final Map for The Dunes on Monterey Bay Development Project Subdivision (“**EXHIBIT A**”), and authorizing the City Clerk to execute the Final Map on behalf of City subject to final review and approval by the City Attorney based on the following finding:

Findings:

1. Based on substantial evidence in the record, sufficient water supplies from water allocations that have been made or may be made by the City will be available for development encompassed by this Final Map.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 21st day of November 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

OWNER'S STATEMENT

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- FOR ROAD AND UTILITY PURPOSES, THOSE PORTIONS OF LAND DESIGNATED HEREON AS 1ST AVENUE, SEA SHELL AVENUE, SCHOONER AVENUE, OCEAN BLUFF AVENUE, SAND DUNE AVENUE AND 6TH/7TH STREET WITHIN THE SUBDIVISION. THIS OFFER OF DEDICATION TO THE CITY OF MARINA IS IRREVOCABLE; SUBJECT TO THE RESERVATION OF THE RIGHT TO MAINTAIN LANDSCAPING, IRRIGATION AND STORM DRAIN WITHIN SAID STREETS.
- FOR PUBLIC PARK PURPOSES, THOSE PORTIONS OF LAND DESIGNATED HEREON AS PARCELS OS-2W.3, OS-2W.4, AND OS-2W.5.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- PUBLIC UTILITY EASEMENTS (PUE), WHERE DESIGNATED WITHIN THE SUBDIVISION SHOWN ON THIS MAP FOR THE CONSTRUCTION, MAINTENANCE, USE, REPLACEMENT, IMPROVEMENT, AND OPERATION OF, SANITARY SEWERS, STORM DRAINS AND WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES, AND TELEPHONE LINES, AND ALL THE NECESSARY APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT.
- FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES (EMERGENCY VEHICLE ACCESS EASEMENT, OR EVAE), WITH THE SUBDIVISION, THE AREAS DESIGNATED HEREON AS PARCELS L2W.1 AND OS-2W.2.
- PUBLIC UTILITY EASEMENTS (PUE) OVER, UNDER, AND UPON THE PRIVATE STREET DESIGNATED HEREON AS PARCEL L2W.1, INCLUSIVE, FOR THE CONSTRUCTION, MAINTENANCE, USE AND OPERATION OF SANITARY SEWER, STORM DRAINS AND WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES, AND TELEPHONE LINES, AND ALL THE NECESSARY APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT.
- STORM DRAIN EASEMENT (SDE) OVER, UNDER, AND ACROSS THE DESIGNATED AREAS AS SHOWN HEREON, FOR PUBLIC STORM DRAINAGE PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSES OF REPAIR, REPLACEMENT, AND MAINTENANCE OF STORM DRAINAGE FACILITIES. UNDERGROUND PIPING ARE TO BE MAINTAINED BY THE CITY OF MARINA. SAID AREAS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSE OF THE EASEMENT.
- FOR PEDESTRIAN ACCESS PURPOSES, PUBLIC TRAIL EASEMENTS (TE), TO THE CITY OF MARINA, WITHIN THE SUBDIVISION, OVER PORTIONS OF PARCEL OS-2W.1, OVER PARCELS L2W.1 AND OS-2W.2, AND AREAS WHERE DESIGNATED WITHIN THE SUBDIVISION SHOWN ON THIS MAP.

THE ABOVE PUBLIC USE EASEMENT DEDICATIONS SHALL INCLUDE REASONABLE RIGHT OF INGRESS AND EGRESS OVER ADJOINING LANDS WITHIN THIS SUBDIVISION.

THE AREA DESIGNATED AS PARCEL L2W.1, INCLUSIVE, IS A PRIVATE STREET RETAINED BY OWNER FOR FUTURE TRANSFER TO AN OWNERS ASSOCIATION, SUBJECT TO THE HEREINABOVE DEDICATION OF EASEMENTS FOR PUBLIC PURPOSES.

PARCELS OS-2W.1 AND OS-2W.2 ARE "RESERVED AS PRIVATE OPEN SPACE" AND ARE TO BE OWNED AND MAINTAINED BY THE OWNERS ASSOCIATION.

WE ALSO HEREBY RELINQUISH ANY AND ALL RIGHTS OF INGRESS AND EGRESS TO VEHICULAR TRAFFIC (ABUTTER'S RIGHTS) ACROSS THE LINES AS SHOWN ON HEREON MAP AND DEPICTED AS TTTTTT

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

OWNER: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY: LAYNE MARCEAU, AUTHORIZED AGENT

BY: DONALD A. HOFER, AUTHORIZED AGENT

OWNER'S ACKNOWLEDGEMENT

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

SIGNATURE
NOTARY PUBLIC'S NAME:
COUNTY OF BUSINESS:
COMMISSION EXPIRATION DATE:
COMMISSION NUMBER:

OWNER'S ACKNOWLEDGEMENT

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

STATE OF)
COUNTY OF)
ON ,
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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
NOTARY PUBLIC'S NAME:
COUNTY OF BUSINESS:
COMMISSION EXPIRATION DATE:
COMMISSION NUMBER:

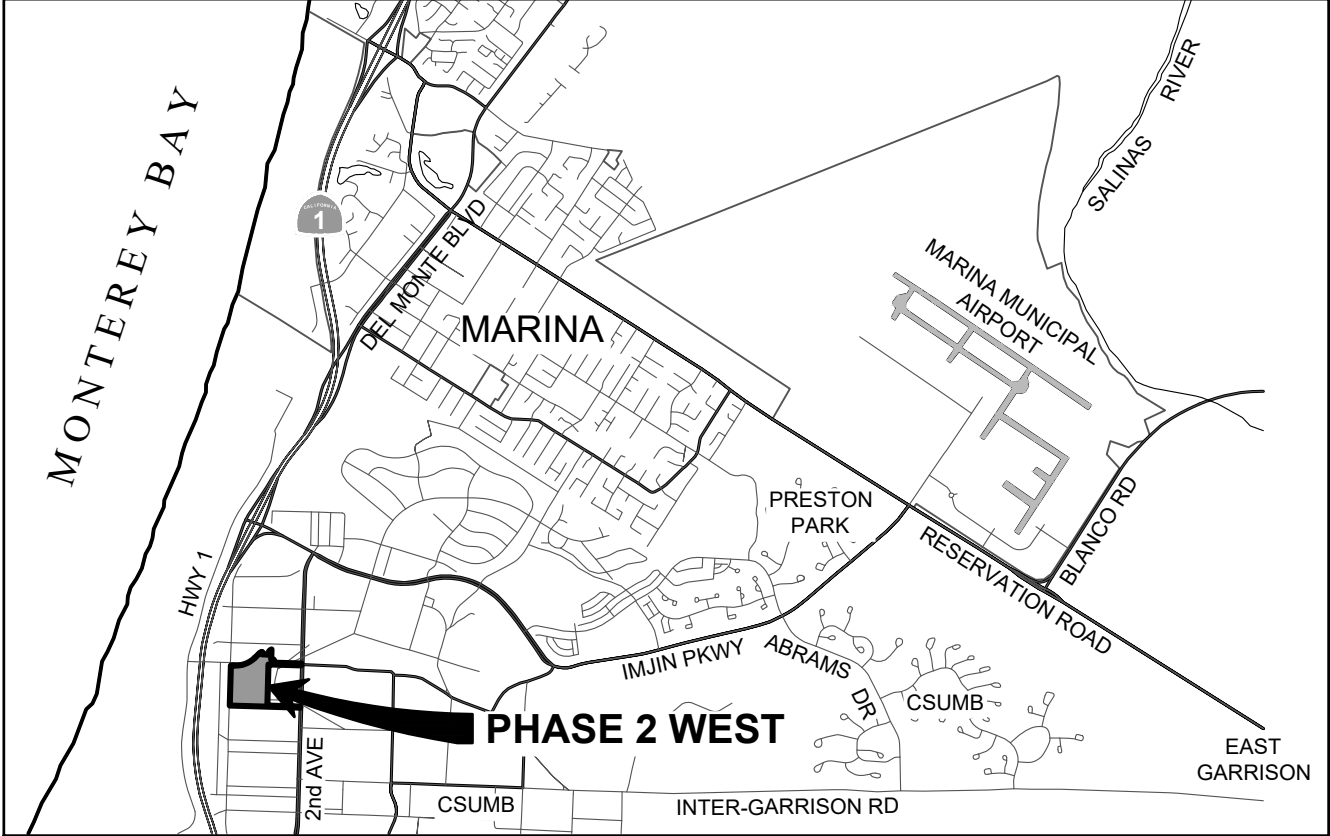
DEDICATION CERTIFICATE

THE CITY OF MARINA SHALL, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66477.5 IN ITS PRESENT FORM OR AS IT MAY FROM TIME TO TIME BE AMENDED, RECONVEY THOSE PORTIONS OF LAND DESIGNATED HEREON AS 1ST AVENUE, SEA SHELL AVENUE, SCHOONER AVENUE, OCEAN BLUFF AVENUE, SAND DUNE AVENUE, AND 6TH/7TH STREET, AND PARCELS OS-2W.3, OS-2W.4, AND OS-2W.5 WITHIN THE SUBDIVISION IN FEE FOR PUBLIC USE, TO THE SUBDIVIDER NAMED BELOW, THEIR SUCCESSORS, HEIRS OR ASSIGNEES, IF THE CITY COUNCIL OF THE CITY OF MARINA SHOULD DETERMINE THAT THE SAME PUBLIC PURPOSE FOR WHICH SAID PARCELS WERE DEDICATED NO LONGER EXISTS OR THAT SAID PARCELS OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, EXCEPT FOR ALL OR ANY PORTIONS OF THE PROPERTY THAT IS STILL REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

SUBDIVIDERS: SHEA HOMES LIMITED PARTNERSHIP
2630 SHEA CENTER DRIVE
LIVERMORE, CA 94551

VICINITY MAP

SCALE: 1" = 4000'



COUNTY RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, _____, AT ____ : ____ __.M. IN VOLUME ____ OF CITIES AND TOWNS, AT PAGE ____ AT THE REQUEST OF CHICAGO TITLE COMPANY.

XOCHITL MARINA CAMACHO BY:
MONTEREY COUNTY CLERK-RECORDER
NAME: _____,DEPUTY

DOCUMENT NO.: _____ FEE:\$_____

TRACT NO. _____
THE DUNES ON MONTEREY BAY
PHASE 2 WEST

A SUBDIVISION OF A PORTION OF LOT 18 AS SHOWN ON "TRACT No. 1472, "NORTH AND WEST MARINA VILLAGE", FILED IN VOLUME 23 CITIES & TOWNS, PAGE 36, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND CONTAINING 18.504 ACRES

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED SINCE THEIR INTEREST CANNOT RIPEN INTO A FEE.

- 1. THE UNITED STATES OF AMERICA, HOLDER OF MINERAL RIGHTS AND RIGHT OF SURFACE ENTRY AS RESERVED IN THE QUITCLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE FORT ORD REUSE AUTHORITY RECORDED MARCH 15, 2004, INSTRUMENT NO. 2004023330, OFFICIAL RECORDS OF MONTEREY COUNTY AND AMENDED AND RE-RECORDED JULY 9, 2004, INSTRUMENT NO. 2004072094, OFFICIAL RECORDS OF MONTEREY COUNTY.
- 2. PACIFIC GAS AND ELECTRIC, EASEMENT HOLDER UNDER DOCUMENT RECORDED APRIL 17, 1997 IN REEL 3506, PAGE 1533, OFFICIAL RECORDS OF MONTEREY COUNTY.
- 3. MARINA COAST WATER DISTRICT, HOLDER OF EASEMENTS AS ASSIGNED BY INSTRUMENT NO. 2001090793, OFFICIAL RECORDS OF MONTEREY COUNTY, RECORDED OCTOBER 26, 2001, AND RE-RECORDED NOVEMBER 7, 2001 AS INSTRUMENT NO. 2001094583, OFFICIAL RECORDS OF MONTEREY COUNTY.

SOILS REPORT STATEMENT

A SOILS REPORT DATED MARCH 23, 2020 PREPARED BY BERLOGAR STEVENS & ASSOCIATES HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF MARINA'S PUBLIC WORKS DEPARTMENT.

PLANNING COMMISSION STATEMENT

I, GUIDO F. PERSICONE, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR, CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE CITY COUNCIL OF THE CITY OF MARINA ON MAY 31, 2005, AND SUBSEQUENT AMENDMENTS APPROVED OCTOBER 2, 2008 AND MAY 19, 2020, THAT ALL THE PROVISIONS OF THE CALIFORNIA "SUBDIVISION MAP ACT", AS AMENDED, AND THE CITY OF MARINA SUBDIVISION ORDINANCE, TITLE 16 OF THE MARINA MUNICIPAL CODE, HAVE BEEN COMPLIED WITH.

GUIDO F. PERSICONE
COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR
CITY OF MARINA

CITY CLERK'S STATEMENT

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

BY: _____
ANITA SHEPHERD-SHARP
DEPUTY CITY CLERK OF MARINA

CITY ENGINEER & SURVEYOR'S STATEMENT

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

BRIAN McMINN, PE 64143, PLS 8116
CITY ENGINEER, CITY SURVEYOR
CITY OF MARINA, CALIFORNIA

DATE: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN MAY 2022, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, IN MAY 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER, 2024 AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

RICHARD P. WEBER
P.L.S. No. 8002

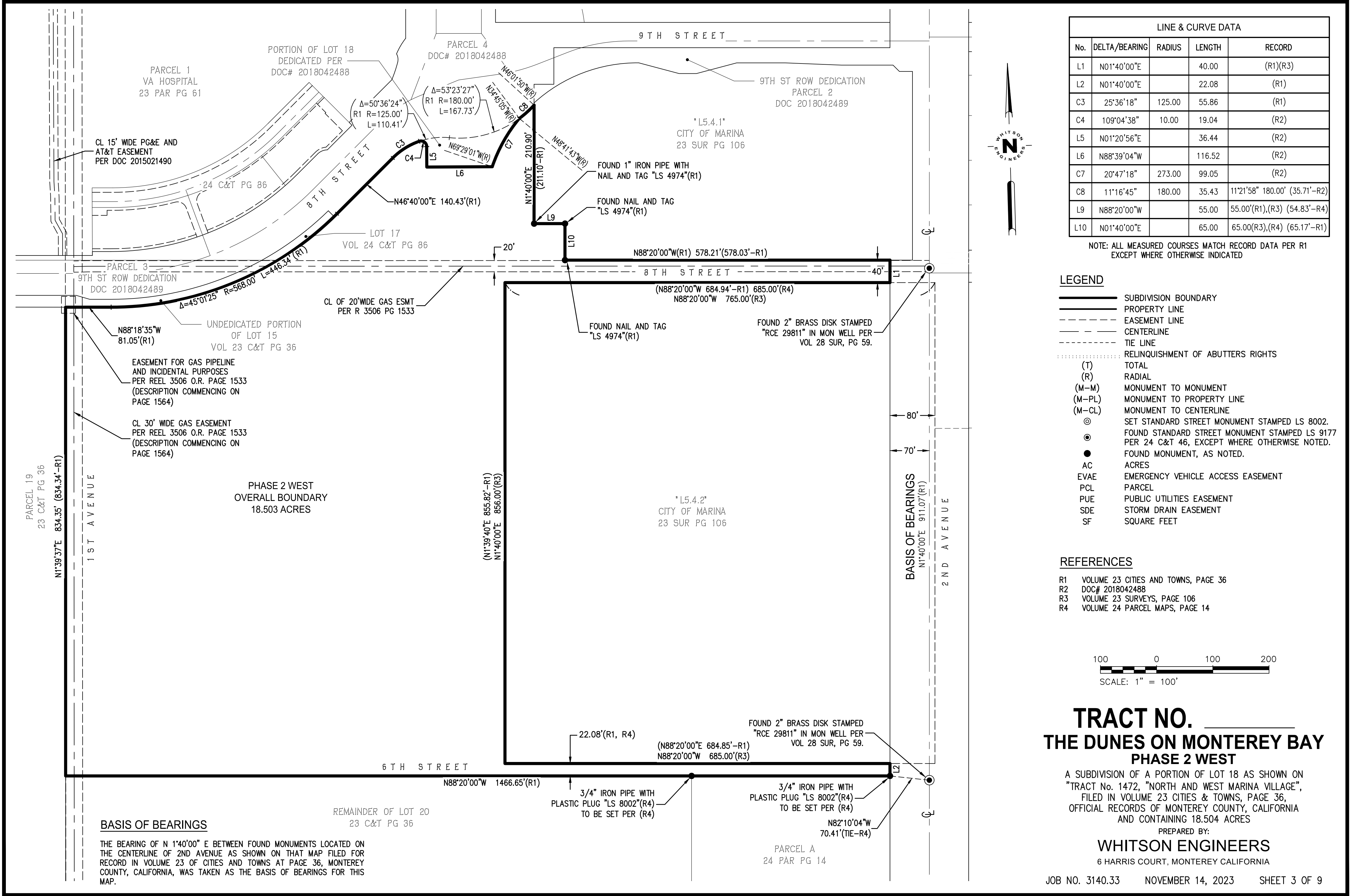
DATE: _____

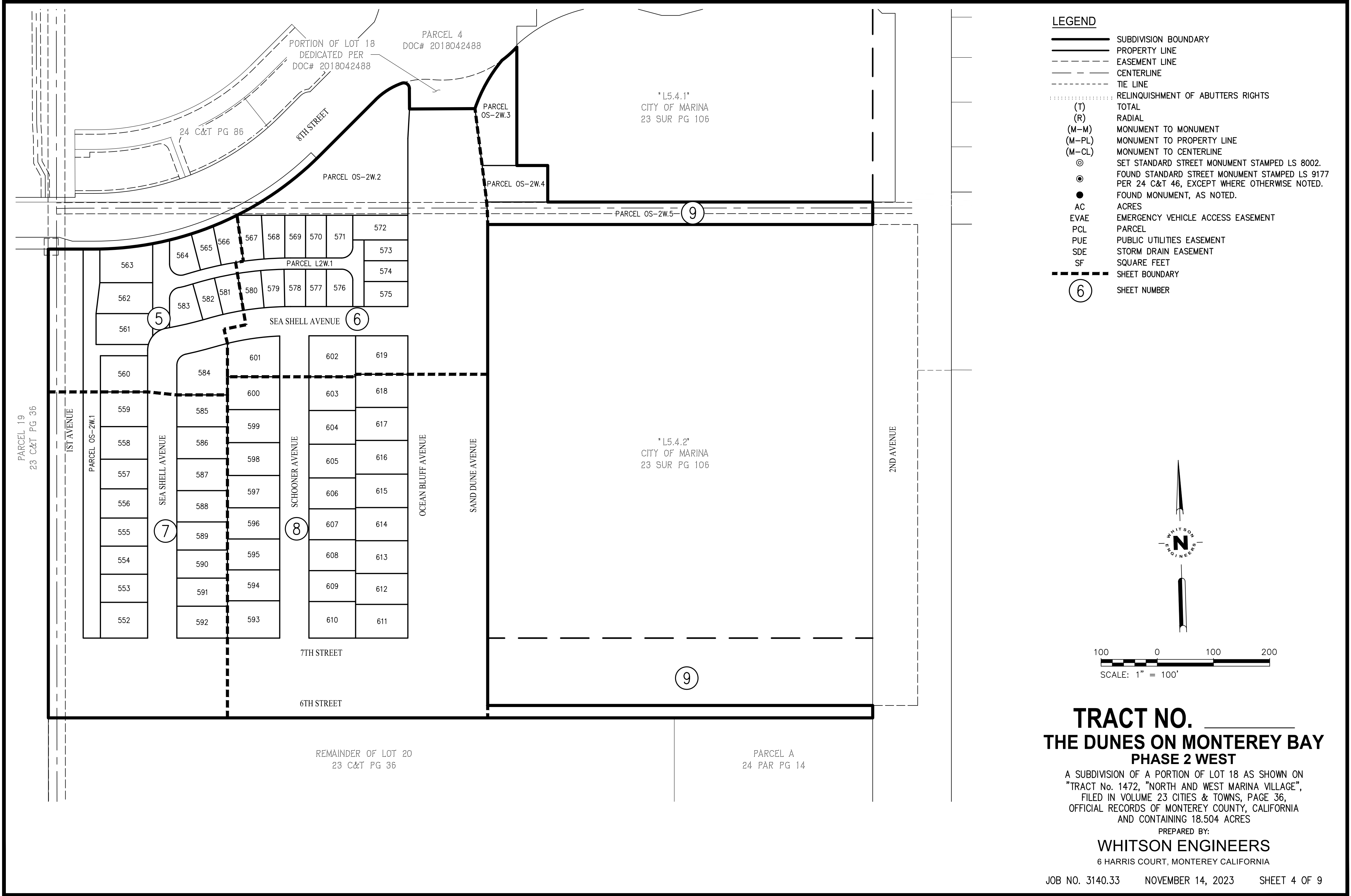


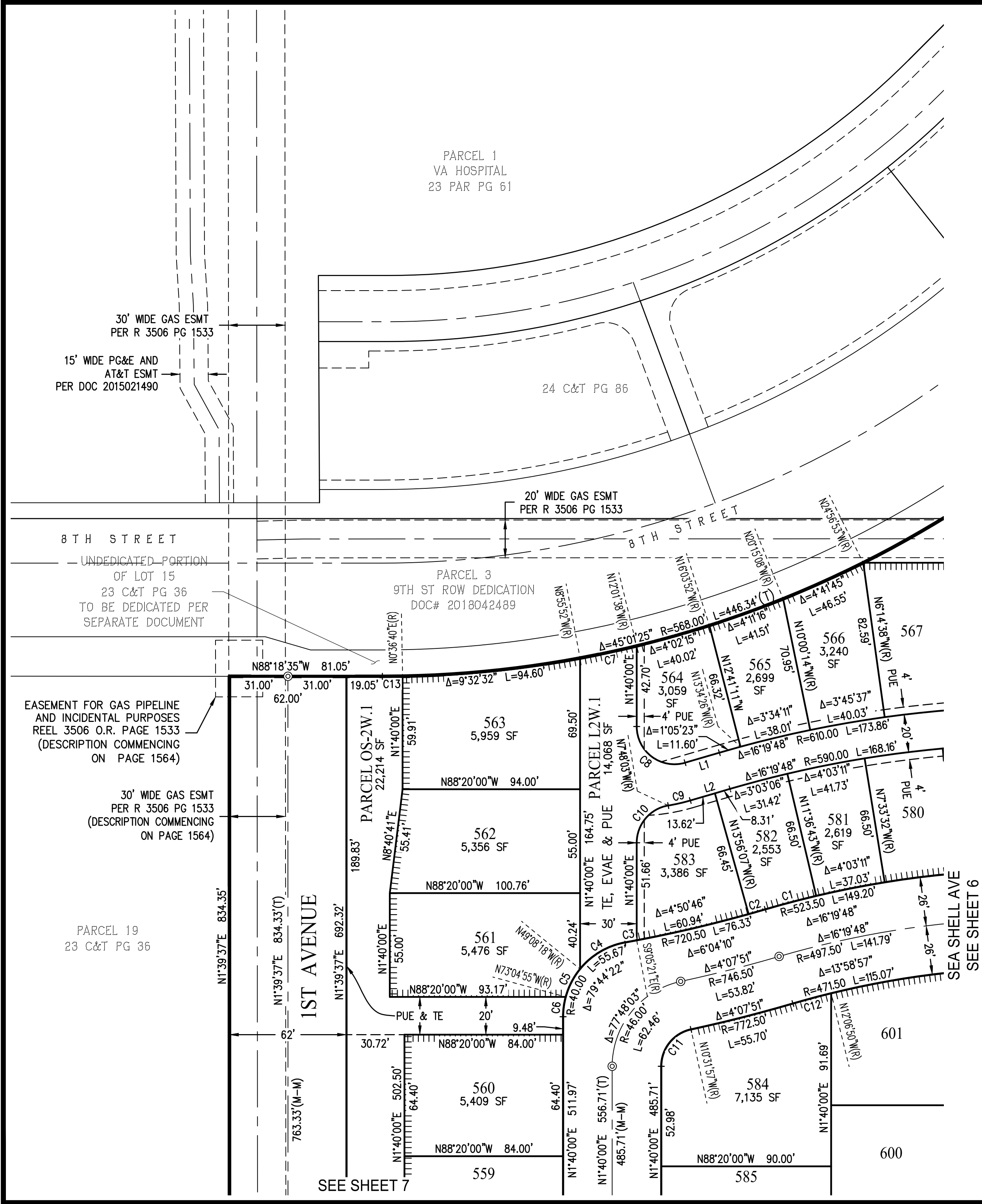
TRACT NO. _____
THE DUNES ON MONTEREY BAY
PHASE 2 WEST

A SUBDIVISION OF A PORTION OF LOT 18 AS SHOWN ON "TRACT No. 1472, "NORTH AND WEST MARINA VILLAGE", FILED IN VOLUME 23 CITIES & TOWNS, PAGE 36, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND CONTAINING 18.504 ACRES

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA





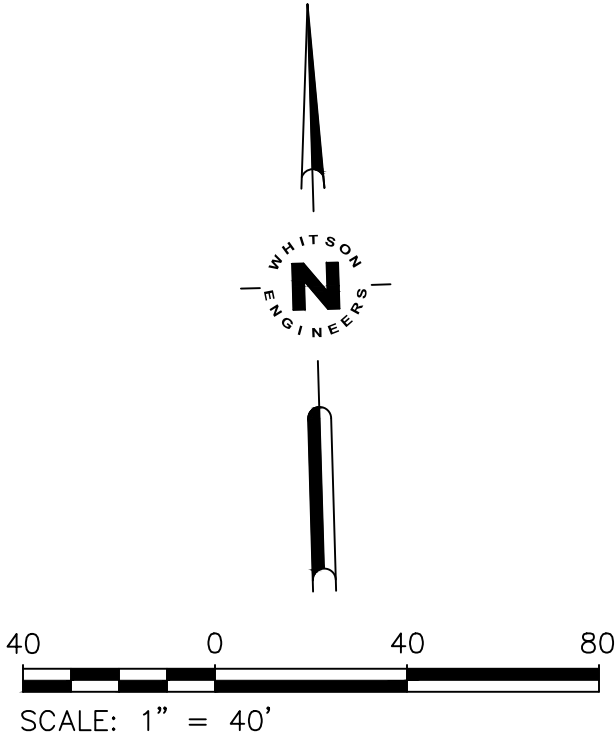


LINE & CURVE DATA			
No.	DELTA/BEARING	RADIUS	LENGTH
C1	3°03'06"	523.50	27.88
C2	0°43'41"	720.50	9.16
C3	0°29'43"	720.50	6.23
C4	40°32'40"	40.00	28.31
C5	23°56'37"	40.00	16.72
C6	15°15'05"	40.00	10.65
C7	3°05'45"	568.00	30.69
C8	106°19'48"	20.00	37.12
C9	6°51'46"	100.00	11.98
C10	80°31'57"	20.00	28.11
C11	77°48'03"	20.00	27.16
C12	2°32'59"	471.50	20.98
C13	1°04'45"	568.00	10.70
L1	N75°20'12"E		18.94
L2	N75°20'12"E		21.93

NOTE: SEE SHEET 3 OF 9 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

LEGEND

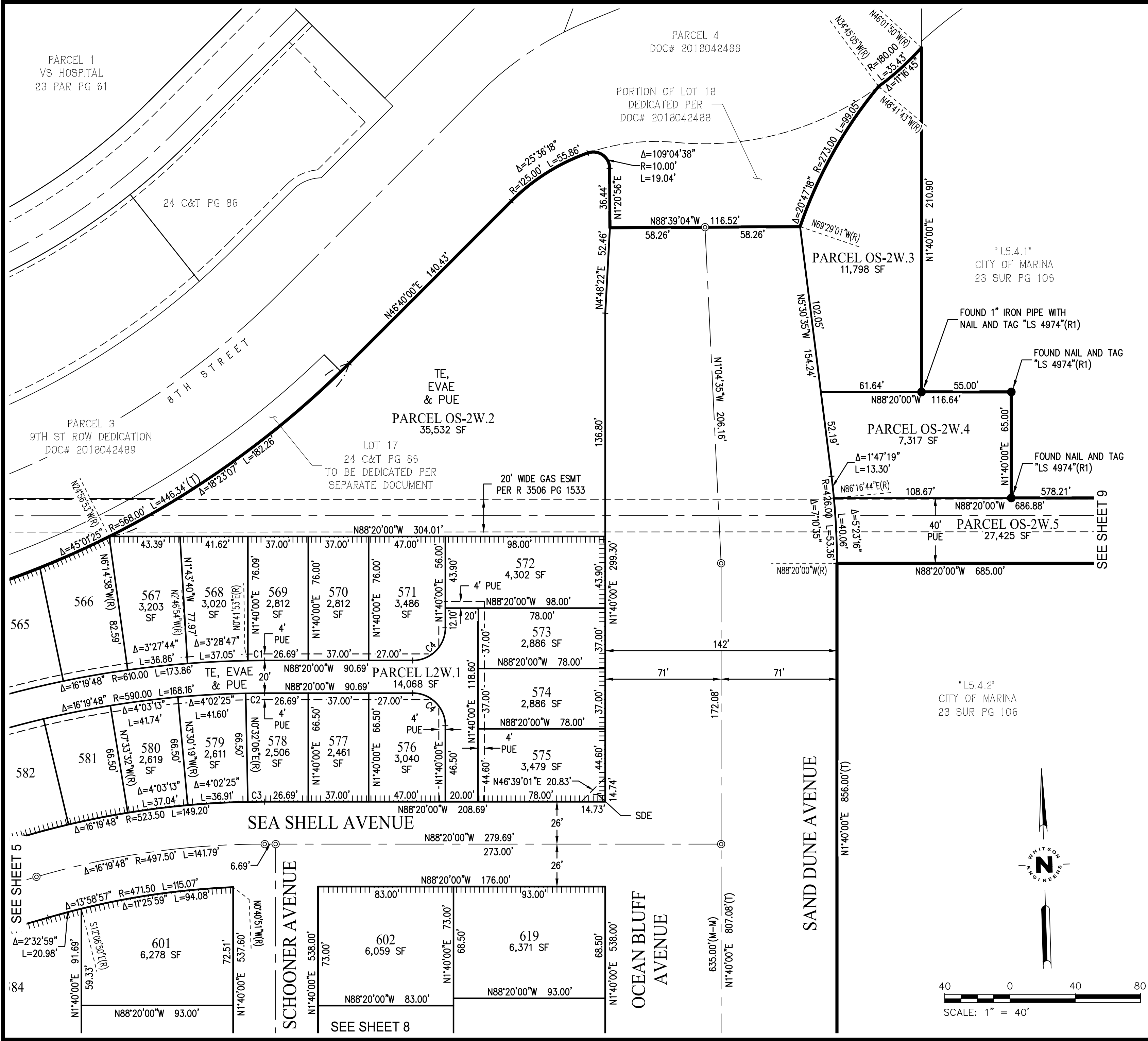
- SUBDIVISION BOUNDARY
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE
- TIE LINE
- RELINQUISHMENT OF ABUTTERS RIGHTS
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (M-CL) MONUMENT TO CENTERLINE
- ⊙ SET STANDARD STREET MONUMENT STAMPED LS 8002.
- ⊙ FOUND STANDARD STREET MONUMENT STAMPED LS 9177 PER 24 C&T 46, EXCEPT WHERE OTHERWISE NOTED.
- FOUND MONUMENT, AS NOTED.
- AC ACRES
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PCL PARCEL
- PUE PUBLIC UTILITIES EASEMENT
- SDE STORM DRAIN EASEMENT
- SF SQUARE FEET
- TE TRAIL EASEMENT



TRACT NO. _____
THE DUNES ON MONTEREY BAY
PHASE 2 WEST

A SUBDIVISION OF A PORTION OF LOT 18 AS SHOWN ON "TRACT No. 1472, "NORTH AND WEST MARINA VILLAGE", FILED IN VOLUME 23 CITIES & TOWNS, PAGE 36, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND CONTAINING 18.504 ACRES

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA



LEGEND

- SUBDIVISION BOUNDARY
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE
- TIE LINE
- RELINQUISHMENT OF ABUTTERS RIGHTS
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (M-CL) MONUMENT TO CENTERLINE
- SET STANDARD STREET MONUMENT STAMPED LS 8002.
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- SDE STORM DRAIN EASEMENT
- SF SQUARE FEET
- TE TRAIL EASEMENT

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	0°58'07"	610.00'	10.31'
C2	1°07'54"	590.00'	11.65'
C3	1°07'54"	523.50'	10.34'
C4	90°00'00"	20.00'	31.42'

NOTE: SEE SHEET 3 OF 9 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

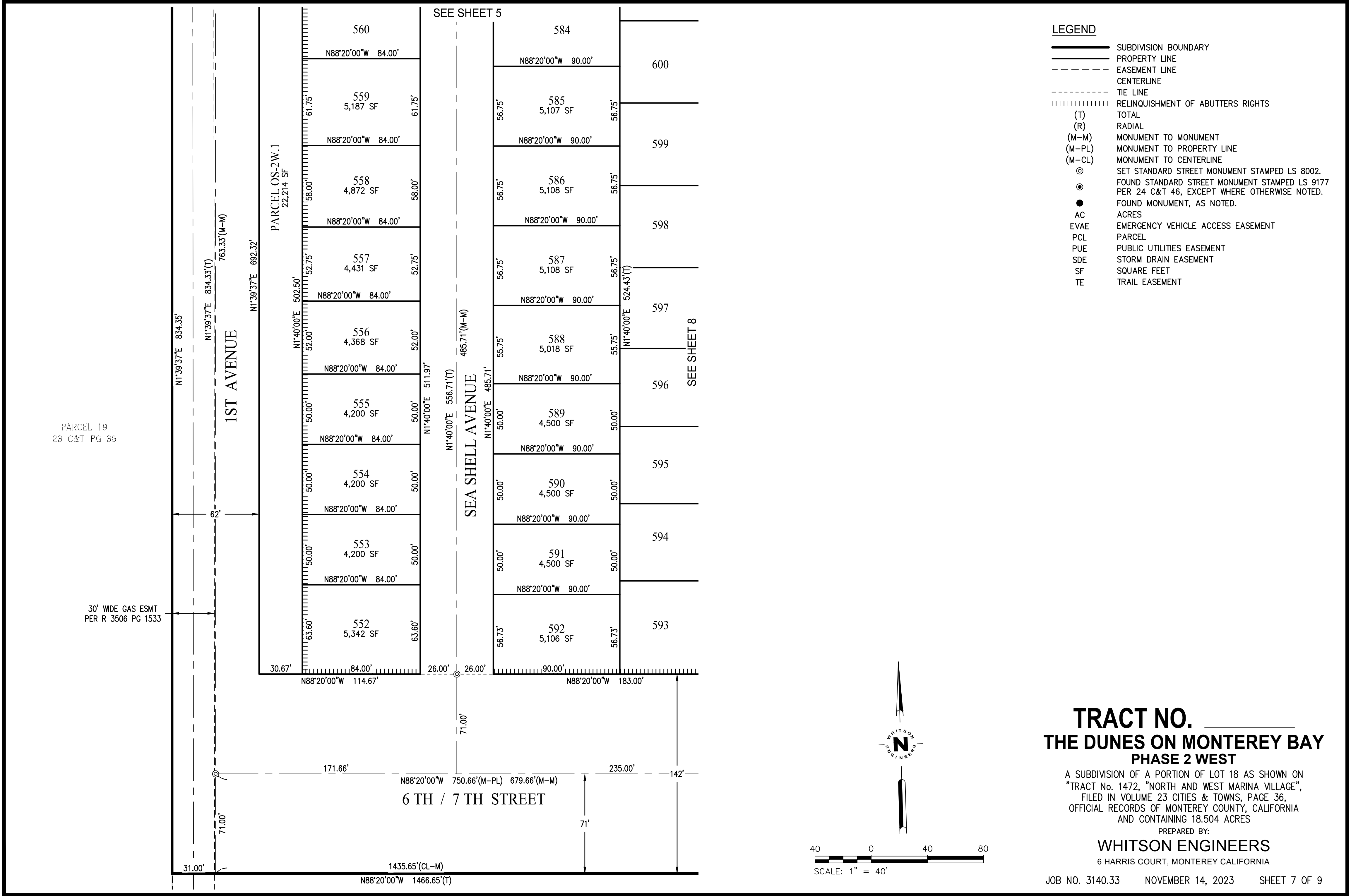
TRACT NO. _____
THE DUNES ON MONTEREY BAY
PHASE 2 WEST

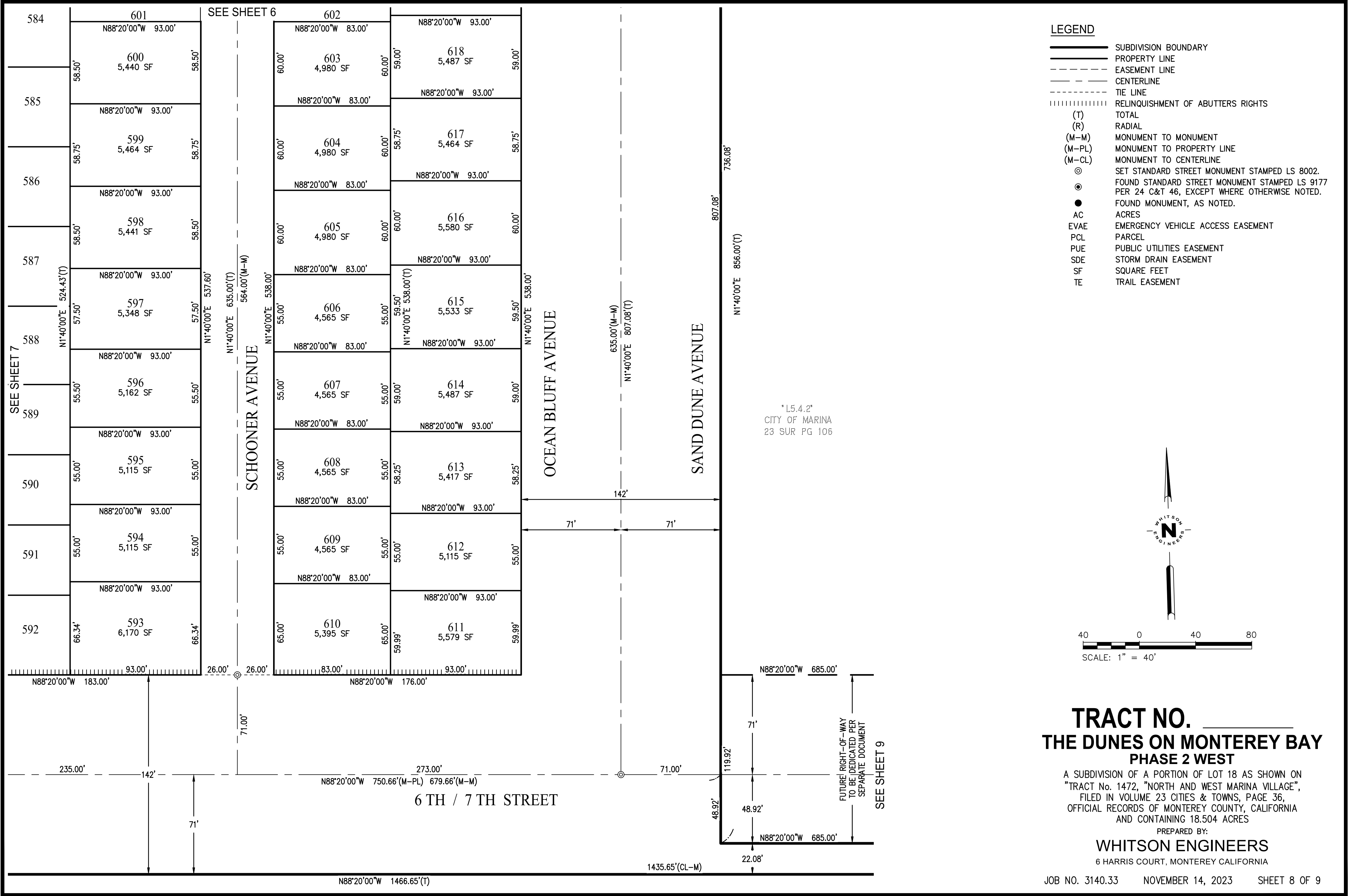
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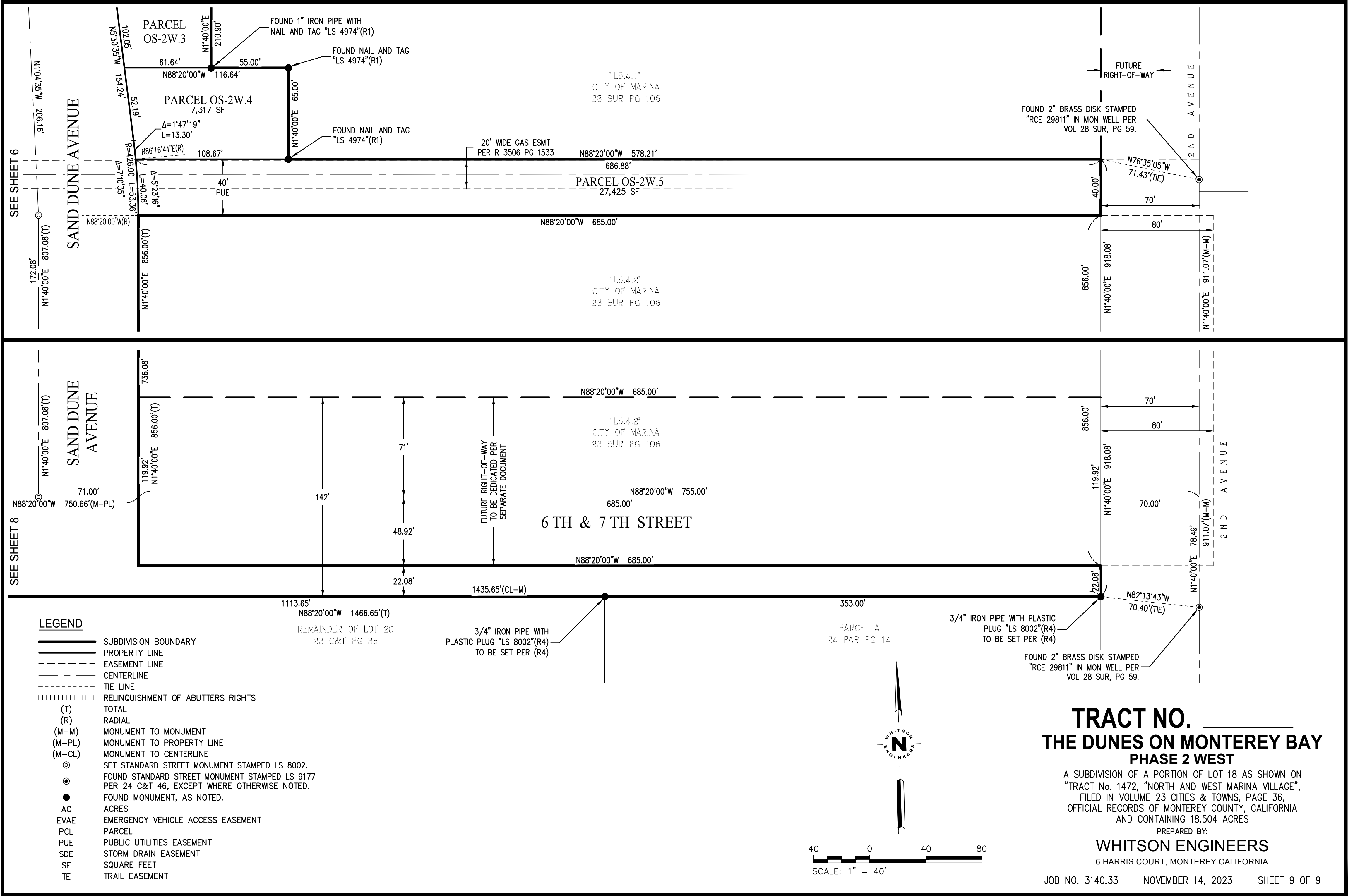
PREPARED BY:

WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.33 NOVEMBER 14, 2023 SHEET 6 OF 9







November 3, 2023

Guido Persicone
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

RE: Water Study Review – MCP Phase 2 West

Dear Mr. Persicone:

We have completed a review of the background materials provided for the entire Dunes on Monterey Bay developments and have made projections of water demands throughout. We understand that this review was required as a condition of approval of the tentative map for the proposed Phase 2 of the Project. This letter provides the results of our review and modeling.

Introduction:

The proposed Project is a part of the area formerly known as the University Villages. The Applicant is Marina Community Partners, and the proposed Project is located within the Dunes Specific Plan Area.

Bowman was contracted by Marina Community Partners to determine the water demand projected for the proposed Project, based on local unit water demand factors, and the adequacy of water supplies allocated to the proposed Project. Bowman staff prepared this review with assistance from and coordination with Marina Community Partners.

Bowman staff previously prepared water demand estimates for the City that are used in this evaluation. Water demand reviews for Phases 1 and 2 of 1C were completed in February and October 2015 and the review of Phase 3 of 1C was completed in March 2016. Review of Phase 2 East was completed in January of 2021. The demand review of Phase 1B Promenade and Phase 2 North was completed in December 2022.

Water Demand Analysis

A land use spreadsheet was developed to inventory the type and amount of residential and non-residential land uses in each phase of the planned development (non-residential includes both commercial uses and landscaping in common areas). Additionally, the current Department of Real Estate exhibits (DREs), tentative maps, landscape plans, and final maps, where available, were used for each project phase to estimate the water demands. The water demand estimate was used to determine the total water demand of the project's residential and nonresidential uses with interior and exterior uses identified separately.

Baseline Conditions:

On May 17, 2005, the City approved an allocation of 593 AFY of potable water in Resolution No. 2005-129 Reserving and Allocating Water Sufficient to Serve the Marina Community Partners (MCP) Development. The University Villages Settlement Agreement (Settlement Agreement) imposes the following requirements for the installation of water conserving facilities in residences throughout the Specific Plan Area with the objective of maximizing water conservation:

- Drought-tolerant plant materials in landscaping
- Satellite controlled Evapotranspiration-based (ET) irrigation control systems
- Tankless hot water heaters
- Dual Flush / Ultra low flow toilets
- Hot water return pumping
- Conversion to the use of recycled water for exterior non-residential demands as available.

Potable water will remain in use for landscape irrigation until recycled water becomes available to the Project.

Several phases of the project have occurred throughout the Specific Plan Area from land transfers by MCP to other parties. The following is a list of these projects:

- Montage Health, Marina Campus
- Veterans Administration Monterey Health Care Center
- Springhill Suites (Marriott) Hotel
- Phase 1A (Marina Village Retail Center)
- Cinemark Theater
- Planning Area B1 (Fast Casual Dining Project)
- Phase 1C Residential
- University Village Apartments
- Phase 2 East Residential

A detailed breakdown of the water allocation for the Specific Plan Area including built projects and proposed project is included in the following table.

Table 1: Projects in MCP Dunes Project Area

Shea Homes - The Dunes Project TALLY TABLE Revised November 3, 2023 Water Allocation& Demand Verification Update				
	A	B	C	D
PROJECT	Allocation (AFY)	Constructed or Approved Project (AFY)	Proposed or Future Project (AFY)	Remaining Allocation (AFY)
Dunes on Monterey Bay Project Total	593.00			593.00
Constructed or Approved Projects				
Dunes Shopping Center (Planning Area 1A)		34.00		559.00
CHOMP / Montage		22.30		536.70
QSR (Shops at the Dunes) Planning Area B1		12.90		523.80
Cinemark		9.30		514.50
UV Apartments		14.00		500.50
Phase 1C Residential		69.50		431.00
VA Clinic		20.70		410.30
Springhill Suites (incl PSA Contract)		30.00		380.30
Phase 2 East Residential *		46.30		334.00
Phase 1B Promenade Residential		20.16		313.84
Phase 1B Promenade Commercial		29.52		284.32
Phase 2 North Commercial		59.97		224.35
BMR Site 1 Residential + Commercial		19.79		204.56
BMR Site 2 Residential + Commercial		21.42		183.14
SUB-TOTAL OF CONSTRUCTED OR APPROVED		409.86		183.14
PROPOSED PROJECTS				
Phase 2 West			22.14	
SUB-TOTAL OF PROPOSED PROJECTS			22.14	161.00
FUTURE PROJECTS				
Phase 2 North Residential			15.88	145.12
Phase 3 Residential			66.92	78.20
Phase 3 Commercial – OP3+4			53.07	25.13
Sub-Total of Proposed or Future Project			158.01	
SUB-TOTAL REMAINING ALLOCATION				25.13
SUB-TOTAL RECYCLED WATER DEMAND (ADDED TO REMAINING ALLOCATION AS CREDIT)**				17.66
TOTAL REMAINING ALLOCATION (WITH RECYCLED WATER CREDIT)				42.79
* The Phase 2 East Residential demands have been reduced per the Infrastructure Agreement with Marina Coast Water district				
** Recycled Water Demands derived from Table 3B				

Phase 2 West Water Supply Availability

A water demand estimate was prepared for the proposed Project based on information provided by the project applicant. Water demands are separately identified for interior and exterior potable water uses, to facilitate an accounting of the potential future use of recycled water and potable water conservation resulting therefrom.

Provided in Exhibit 1 is the Tentative Map for the Phase 2 West Residential which constitutes the property where the residential uses will be developed (Lots 552 to 619). Phase 2 West Non-Residential consists of the property within the Linear Park and open space parcels. This includes Parcel OS-2W.1, Parcel OS-2W.2, the median located between Ocean Bluff and Sand Dune Avenue, and the median located between 6th and 7th street.

The following tables 2A-2B provides more detail of the estimated water demands for the proposed Phase 2 West Project, including the interior and exterior residential demands. This estimated usage is based on water demands for similar local projects and Best Management Practices (BMPs) for the installation.

Table 2A: Phase 2 West Residential Interior Demands

	Land Use	Type of Resident	Number of Units	Occupancy (People/Unit)	Interior Unit Demand (GPC/Day)	Demand (AFC/Y)	Unit Residential Demand (AFY)	Residential Interior Demand (AFY)
Phase 2								
	Single Family Lots	Bay House	20	2.75	55	0.06	0.169	3.388
	Single Family Lots	Light House	27	3	55	0.06	0.185	4.990
	Single Family Lots	Sky House	21	3	55	0.06	0.185	3.881
Total								12.26

Table 2B: Phase 2 West Residential Exterior Demands

	Land Use	Type of Resident	Lot Size (SF)	Percent Turf Planting	Turf Irrigated Area (Acres)	Percent Ornamental Planting	Ornamental Irrigated Area (Acres)	Unit Turf Demand (AFY/Unit)	Unit Ornamental Demand (AFY/Unit)	Unit Ornamental Demand (AFY/Unit)
Phase 2										
	Single Family Lots	Bay House	2,405.00	50%	0.014	50%	0.014	0.029	0.022	1.015
	Single Family Lots	Light House	4,000.00	50%	0.023	50%	0.023	0.048	0.036	2.278
	Single Family Lots	Sky House	4,950.00	50%	0.028	50%	0.028	0.060	0.045	2.192
Total										5.48

Phase 2 West Recycled Water Demand

In addition to the residential water demands, Phase 2 West has Non-Residential exterior demands that will be supplied by recycled and reclaimed water supply. Table 3A identifies the water demands needed for the Phase 2 West Non-Residential Exterior demands.

Table 3A: Phase 2 West Non-Residential Exterior Demands Using Recycled Water

	Land Use	Lot Size (SF)	Lot Size (acres)	% Irrigable Area (acres)	Irrigable Area (acres)	% Turf Planting	Turff Irrigated Area (acres)	% Ornamental Plantings	Ornamental Irrigated Area (acres)	Unit Turf Demand (AFY/Unit)	Unit Ornamental Demand (AFY/Unit)	Unit Exterior Factor (AFY/Unit)
Phase 2												
	Common Area	28,314.00	0.50	80%	0.40	50%	0.20	50%	0.20	0.42	0.36	0.78
	Common Area	101,466.00	2.33	80%	1.86	50%	0.93	50%	0.93	1.96	1.66	3.62
Total												4.40

Table 3B showing the total recycled water demands for the Dunes development across the different Phases of the project that are currently developed or have a tentative map.

Table 3B: Total Project Recycled Water Demands

Recycled Water Demand	
Constructed or Approved Projects	Recycled Demand (AFY)
Phase 1B	2.5
Phase 1C	7.55
Phase 2 East	3.15
Phase 2 North (Commercial)	0.06
Proposed Projects	Recycled Demand (AFY)
Phase 2 West	4.40
Total Recycled Demands	17.66

Phase 2 West Conclusions

An adequate supply of water is estimated to be available to the Phase 2 West Project based on the allocation of 593 AFY of Potable Water to the MCP Dunes Project Area per City Resolution No. 2005-129. Tables 2A-2C depict the appropriate amount of water needed to be allocated for Residential and Non-Residential interior and exterior demands, and sufficient water allocation remains for this expected demand through buildout of the project. Approximately 69.1% (409.86 AFY) of the Specific plan water allocation has been approved and constructed. Approximately 30.8% of the Specific Plan water allocation (189.13 AFY) is available for the Phase 2 West Project and remaining future or proposed development. There remains approximately 4% (25.13 AFY) of the total water supply currently not allocated after the proposed and future development, after all proposed projected demands. Additionally, Phase 2 West, along with approved and constructed phases, includes exterior demands using recycled water that will be credited against the Potable Water allocation, thus providing additional potable allocation for future demand. Therefore, there is adequate water available for the Dunes Phase 2 West.

Sincerely,



Bob Krallinger, PE
Water Practice Lead
Bowman



Tim Wilson, PE
Project Manager
Bowman

November 21, 2023

Item No. **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 21, 2023

**APPROVAL OF CORRECTIONS TO THE EXECUTIVE DIRECTORS
SALARY ADJUSTMENTS**

REQUEST:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2023- approving a correction to Executive Directors salary adjustments,
2. Authorizing adjustments to the City's Salary Schedule and Compensation Plan; and,
3. Authorizing Finance Director to make appropriate accounting and budgetary corrections.

BACKGROUND:

At the last Council meeting on November 7th, 2023, the City Council approved a Memorandum of Understanding (MOU) with the Marina Directors that included salary increases. New proposed salaries were listed in the staff report and were reported orally to the Council. In processing the personnel action forms, staff identified an error in the calculation. Payroll data included an amount listed as Certification Pay, however the amount was for Cafeteria Plan Allowance related to health benefits and should not have been included in calculating salary.

ANALYSIS:

Staff is requesting approval to make the necessary corrections to the Marina Directors salary schedule to reflect actual salaries. Attached as “**EXHIBIT A**” is the amended Director's Salary Schedule.

The previously approved 2023 cost of living increase for the Marina Directors MOU of 4% has not changed. Changes reflect only the corrections to calculations for 3 executive positions (Director of Public Works, Community Development Director and Fire Chief.

The proposed corrections align with the City Council focus and commitment to accuracy and transparency.

Executive Compensation Changes

Government Code section 54953(c)(3) requires that, before taking final action, the City must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of local agency executives. Below in Table 1 is a list of employees who constitute local agency executives in the Marina Directors group.

Table 1. Executive Compensation Salary Range

<u>Position</u>	<u>Monthly Broadband Range</u> <u>(with 4 % COLA approved 11/7/2023)</u>
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation & Cultural Services Director Public Works Director Human Resources and Risk Management Director	\$11,622 - \$19,843

Executive Compensation Changes

Government Code section 54953(c)(3) requires that the City provide an oral report in regard to the proposed executive salary and compensation adjustments. This report will be provided during the City Council meeting and will be consistent with Table 1 below.

Executive Compensation Summary

The Marina Directors group corrected actual salaries as a result of the above compensation changes are summarized in Table 2 below.

Table 2. Corrected Executive Compensation Summary

<u>Position</u>	<u>Previously Stated Monthly Salary</u>	<u>Corrected Monthly Salary</u>
Community Development Director	\$16,626.72	\$16,028.24
Fire Chief	\$17,972.58	\$17,743.65
Public Works Director	\$16,577.68	\$16,556.05

***Due to potential rounding errors actual published salary schedule may differ slightly**

FISCAL IMPACT

The fiscal impact of the correction has decreased the cost to the City from the previously stated amount by -\$10,200. The previously stated cost was listed as \$52,000 annually. According to the corrections, the proposed cost for the group is approximately \$41,800 annually.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

Belinda Varela, Director
Human Resources & Risk Management
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING
CORRECTIONS TO THE EXECUTIVE DIRECTORS SALARY ADJUSTMENTS

WHEREAS, on November 7th, 2023, the City Council approved salary changes and a Memorandum of Understanding (MOU) with the Marina Directors; and,

WHEREAS, during processing of salary changes staff identified errors in the calculations and corrections are necessary; and,

WHEREAS, Government Code section 54953(c)(3) requires that, before taking final action, the City must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of local agency executives; and,

WHEREAS, the fiscal impact of the correction has decreased the cost to the City; and,

WHEREAS all other terms of the Memorandum of Understanding remain unchanged;

WHEREAS, on November 21, 2023, the City Council received an oral report on the corrections to executive compensation and approved the changes.

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

1. Adopting Resolution No. 2023- approving a correction to Executive Directors salary adjustments,
2. Authorizing adjustments to the City's Salary Schedule and Compensation Plan; and,
3. Authorizing Finance Director to make appropriate accounting and budgetary corrections.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 21st day of November 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor
ATTEST:

Anita Sharp, Deputy City Clerk

Exhibit A

Director Salary Broadband Effective 7/4/2023

Table 1. Director's Monthly Broadband Salary Range

<u>Position</u>	<u>Monthly Broadband Range</u> <u>(with 4 % COLA approved 11/7/2023)</u>
Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation & Cultural Services Director Public Works Director Human Resources and Risk Management Director	\$11,622 - \$19,843

Table 2. 2022/23 Executive Compensation Summary

Salary Table*

<u>Position</u>	<u>Monthly Salary</u>
Assistant City Manager	\$17,984.84
Community Development Director	\$16,028.24*
Finance Director	\$14,733.23
Fire Chief	\$17,743.65*
Police Chief	vacant
Recreation & Cultural Services Director	\$14,733.23
Human Resources & Risk Management Director	\$14,733.23
Public Works Director	\$16,556.05*

***Corrected Salary**

Due to potential rounding errors actual published salary schedule may differ slightly

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 21, 2023

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-, APPROVING A 24-MONTH SERVICE AGREEMENT FOR THE LEASING OF TWENTY (20) AUTOMATED LICENSE PLATE READER (ALPR) CAMERAS FROM FLOCK GROUP, INC., IN AN AMOUNT NOT TO EXCEED \$130,000.00; WAIVING THE CITY'S FORMAL BID PROCESS, WITHOUT COMPETITIVE BIDDING, FINDING THAT COMPETITIVE BIDDING WOULD BE UNAVAILABLE, WOULD NOT PRODUCE AN ADVANTAGE AND WOULD NOT BE IN THE PUBLIC INTEREST; WAIVING THE LOCAL VENDOR REQUIREMENT FINDING THAT NO LOCAL VENDORS ARE AVAILABLE; AUTHORIZE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2023-, Approving the entrance into a 24-Month service agreement for the leasing of twenty (20) Automated License Plate Reader (ALPR) Cameras from Flock Group, Inc. with a total cost not to exceed \$130,000.00 (Estimated Year 1 Cost - \$66,000.00 & Year 2 Cost - \$60,000.00), and;
2. Consider waiving the City's formal bid process; finding that competitive bidding would be unavailable, would not produce an advantage and would not be in the public interest, and;
3. Consider waiving the City's local vendor requirements; finding that no local vendors are available, and
4. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
5. Authorize City Manager to execute the leased services agreement on behalf of City, subject to final review by the City Attorney.

BACKGROUND:

Police Departments are increasingly using available technology to enhance safety, deter crime, and increase investigative efforts to bring criminals to justice. The Marina Police Department has been investigating the use of Automated License Plate Reader (ALPR) Cameras (**"EXHIBIT C"**) as a means to accomplish these goals, as well as being able to utilize this technology as a "force multiplier" by deploying the cameras in multiple locations at a fraction of the cost of an actual patrol officer. By strategically placing cameras throughout the city, we will multiply the ability to detect vehicles associated with criminal activity by the number of cameras deployed.

ALPR Camera systems, specifically the Flock Safety Camera System, is already being deployed in the cities of Seaside, Pacific Grove, Salinas, Watsonville, Carmel, Capitola, Sand City, and the California Highway Patrol. Additionally, Monterey Police Department is considering adding ALPR cameras. These agencies have all found ALPR camera technology to be a preventative, effective, and beneficial tool for locating and identifying stolen vehicles, and other vehicles linked to criminal activity. Even within the Marina Police Department, we have already identified cases where these cameras likely would have assisted in a more rapid detection of the vehicles and suspects involved in criminal activity in our city.

ANALYSIS:

The Flock Safety Automated License Plate Reader (ALPR) System is a deployment of cameras throughout an area to provide greater coverage and more detailed information for law enforcement. The Flock lease proposed here would include 20 cameras which can be spread throughout the city with specific targets to include higher crime areas and major arterial roadways into and out of the city. Flock's cameras capture date, time, location, license plate (state, partial, paper, and no plate), vehicle details (type and color), as well as objects (bicycle, animals, and people). The system alerts police of wanted vehicles identified by the system.

Flock Safety provides a desirable approach to deploying ALPR cameras throughout the community. Unlike other fixed or mobile ALPR devices, the Flock system provides the ability to cover more areas of the city with system maintenance provided by the vendor rather than City staff. The Flock program is an all-inclusive model for deploying ALPR cameras. Flock Safety is the sole manufacturer and developer of the Flock Safety Camera. There are several other differences between Flock and other ALPR companies. Most notably they are the only manufacturer and service provider that leases ALPR services. Others require the city to purchase equipment. The technology is also different because it captures motion and not just license plates.

Based on the above-stated factors, and those included in “**EXHIBIT B**”, Sole Source Letter for Flock Safety ALPR Cameras, the City Council has the authority to approve this direct purchase under Marina Municipal Code Section 3.16.040. There are also no local vendors offering this equipment and/or service giving the City Council the authority to authorize this lease agreement without application of the local purchasing preference pursuant to Marina Municipal Code Section 3.16.070.

The key benefits of Flock Safety Camera Systems are that they charge an annual flat rate lease per camera of \$3,000, which is wireless, free of infrastructure setup, and has the option for solar or direct power. They also include a two-year warranty, Criminal Justice Information Services (CJIS) compliant cloud-based hosting, unlimited user licenses, ongoing software enhancements, camera setup, mounting, shipping, handling, and a cellular connection. The Flock lease program prevents the City from being burdened with maintaining costly equipment at the end of the agreement, which could require replacement.

The City Council previously approved money to purchase ALPR technology in the FY 23/24 and FY 24/25 Adopted Budget. The total amount approved for the purchase was \$130,000.00 and covers all anticipated costs of the 24-month lease program. (Year 1 Costs - \$66,000.00, Year 2 Costs - \$60,000.00) At the conclusion of the lease agreement, the Police Department will re-evaluate the effectiveness of the technology prior to making any continuing funding requests.

To date, no resident concerns have been received by the Police Department regarding the use of data collected by ALPR systems and the privacy of residents; however, ALPR privacy concerns were evaluated in a 2020 audit of four California law enforcement agencies—Fresno Police Department, Los Angeles Police Department, Marin County Sheriff’s Office, and Sacramento County Sheriff’s Office—conducted by the California State Auditor.¹ Noting that “[t]he majority of California law enforcement agencies collect and use images captured by automated license plate reader (ALPR) cameras,” the State Auditor generally concluded that “[t]o better protect the privacy of residents, local law enforcement agencies must improve their policies, procedures, and monitoring for the use and retention of license plate images and corresponding data... Law enforcement agencies must first create policies that set clear guidelines for how they will use ALPR data. Setting certain expectations in writing through an ALPR usage and privacy policy helps ensure that agencies operate their ALPR programs in a manner that better protects individuals’ privacy.”

The Police Department has updated its internal policy on License Plate Readers (Policy 429, a copy of which is attached to this Report) to incorporate a quarterly audit, restrictions on the release of ALPR data, and training for officers in the use of the ALPR system. Section 429.9(c) of Policy 429 states that, “The Chief of Police or the authorized designee will consider the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq), before approving the release of ALPR data. The Marina Police Department does not permit the sharing of ALPR data gathered by the City, or its contractors/subcontractors, for purposes of federal immigration enforcement. These federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).”² The proposed agreement with Flock Safety incorporates the same safeguards and restrictions on the use and the sharing of data collected by the ALPR system.

Data collected from the Flock Safety System will not be used for immigration or traffic enforcement purposes. The Flock Safety system is not a facial recognition system, nor does it contain any Personally Identifiable Information (PII). All footage is owned by the City/Police Department and is encrypted and securely stored. Collected images and data are only retained for a period of 30 days, unless it is necessarily retained longer as part of a criminal investigation.

California law (California Civil Code section 1798.90.5 et seq.) provides additional restrictions on the collection and the use of ALPR data and provides additional protections and remedies for residents. Included among the provisions of State law is a remedy provision for any individual who has been harmed by a violation of these provisions: “In addition to any other sanctions, penalties, or remedies provided by law, an individual who has been harmed by a violation of [these provisions] including, but not limited to, unauthorized access or use of ALPR information or a breach of security of an ALPR system, may bring a civil action in any court of competent jurisdiction against a person who knowingly caused the harm.” (California Civil Code section 1798.90.54(a)) Consequently, if the Marina Police Department knowingly fails to comply with its policies and applicable State law, or if Flock Safety fails to protect individuals’ privacy rights, an individual may bring a civil action against the City and seek monetary damages and other relief that the Courts may provide. Policy 429 and the restrictions incorporated into the proposed

¹ “Automated License Plate Readers. To Better Protect Individuals’ Privacy, Law Enforcement Must Increase Its Safeguards for the Data It Collects.” February 13, 2020. <https://www.auditor.ca.gov/reports/2019-118/index.html>

² The California Values Act (SB 54, effective January 1, 2018) ensures that no state and local resources are used to assist federal immigration enforcement; the Act prohibits local law enforcement agencies from using money or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes and proscribes other activities or conduct in connection with immigration enforcement by local law enforcement agencies.

agreement with Flock Safety are consistent with these State law requirements and meet the 2020 recommendations of the State Auditor.

To demonstrate and promote transparency, the Department will launch a public ALPR transparency portal. This portal will reside on the Department's webpage and aims to openly share information with the public around when and how we are using the data being collected. Flock Safety's commitment to improve public safety while protecting the critical right of privacy is uniquely aligned with the Marina Police Department's commitment to transparency, accountability, and integrity.

CEQA CONSIDERATION:

Not a Project. The City of Marina has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

DEPARTMENTAL COORDINATION:

The City's information technology service providers were consulted during the project review process and made recommendations regarding the project. The City Attorney's Office is assisting with the development of the Services Agreement. The City Engineer's Office and Public Works Department were consulted regarding the implementation and installation process/requirements for ALPR camera system. The Police Department will continue to coordinate with the Finance and City Attorney's Office during the lease and payment process, and with the IT and Public Works departments as necessary on technical and implementation issues.

COMMUNITY INPUT:

The Marina Police Department noticed and held a public community meeting on October 25, 2023, at 6pm in the Marina City Council Chambers. This meeting was noticed via the department social media channels and internet website. Only four residents attended the meeting. A presentation was made to those in attendance regarding the proposal and the public was given an opportunity to ask questions, which were all answered during the meeting. (Community Presentation, "**EXHIBIT D**")

Additionally, we received many comments on our department Facebook social media account in support of the implementation of the ALPR camera system. To date, no negative postings were received via social media. (Social Media Comments, "**EXHIBIT A**")

We also created a form on our website for residents to submit questions, comments, and concerns regarding this proposal. We publicized the use of the web form on our website and sent a notification that we were seeking comment through the form to all those subscribed to the department's "News Flash" notification feature on our website. Our social media postings also directed visitors to our website for further information on the ALPR system, to include the comment submission web form. To date, only one form submission was received that asked questions about camera deployment, which were answered. No community support or opposition to the implementation of ALPR technology was received via this method.

FISCAL IMPACT:

No new funding is requested for this project. The Marina City Council previously approved funding for this project in the FY 23/24 Adopted Budget in the amount of \$130,000.00 under Project Number HSR2325, which covers the cost of the two-year agreement being requested under this resolution. The proposed cost of the lease agreement will be \$66,000.00 in FY 23/24 and \$60,000.00 in FY 24/25.

CONCLUSION:

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

Respectfully submitted,

Scott Clegg
Management Analyst
Police Department
City of Marina

REVIEWED/CONCUR:

Steven Russo
Interim Chief of Police
City of Marina

Layne Long
City Manager
City of Marina

ATTACHMENTS:

Community Social Media Comments (“**EXHIBIT A**”)

Sole Source Letter for Flock Safety ALPR Cameras (“**EXHIBIT B**”)

Marina Police Department Policy 429-Automated License Plate Readers (ALPRs) (Draft)
 (“**EXHIBIT C**”)

Community Presentation (PowerPoint) (“**EXHIBIT D**”)

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A 24-MONTH SERVICE AGREEMENT FOR THE LEASING OF TWENTY (20) AUTOMATED LICENSE PLATE READER (ALPR) CAMERAS FROM FLOCK GROUP, INC., IN AN AMOUNT NOT TO EXCEED \$130,000.00; WAIVING THE CITY'S FORMAL BID PROCESS, WITHOUT COMPETITIVE BIDDING, FINDING THAT COMPETITIVE BIDDING WOULD BE UNAVAILABLE, WOULD NOT PRODUCE AN ADVANTAGE AND WOULD NOT BE IN THE PUBLIC INTEREST; WAIVING THE LOCAL VENDOR REQUIREMENT FINDING THAT NO LOCAL VENDORS ARE AVAILABLE; AUTHORIZE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, cameras and Automated License Plate Reader (ALPR) technology are useful tools used by police agencies to help solve crimes; and

WHEREAS, the Marina Police Department would like to enter into a 24-month lease agreement for twenty (20) ALPR Cameras from Flock Group, Inc. to be placed throughout the City in locations to be determined, but primarily in high crime areas and major arterial roadways into and out of the city; and

WHEREAS, Municipal Code section 3.16.040 provides an exception to the requirement for competitive bidding when the City Council finds by resolution that competitive bidding would be unavailable, would not produce an advantage and would not be in the public interest; and

WHEREAS, the funding for the proposed lease agreement was previously approved by the Marina City Council in the adopted FY23/24 – FY24/25 budget cycle;

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

1. Approve the execution of a 24-Month Service Agreement for the proposed Automated License Plate Reader (ALPR) Camera System from Flock Group, Inc., and
2. Approves waiving the City's formal bid process; finding that competitive bidding would be unavailable, would not produce an advantage and would not be in the public interest, and;
3. Authorizes Finance Director to make necessary accounting and budgetary entries, and;
4. Authorize City Manager to execute purchase agreement on behalf of City subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**Marina Police Department**

Published by Andres Rosas Jr. · November 1 at 9:28 PM ·

The Marina Police Department is considering the implementation of the Flock Safety Camera System in the city to help deter crime and keep you safe. Please follow the link to find out more information on this valuable tool, and to provide us with your feedback using our online web form. We can also answer any questions you might have about the system using the same web form. We look forward to hearing from you!

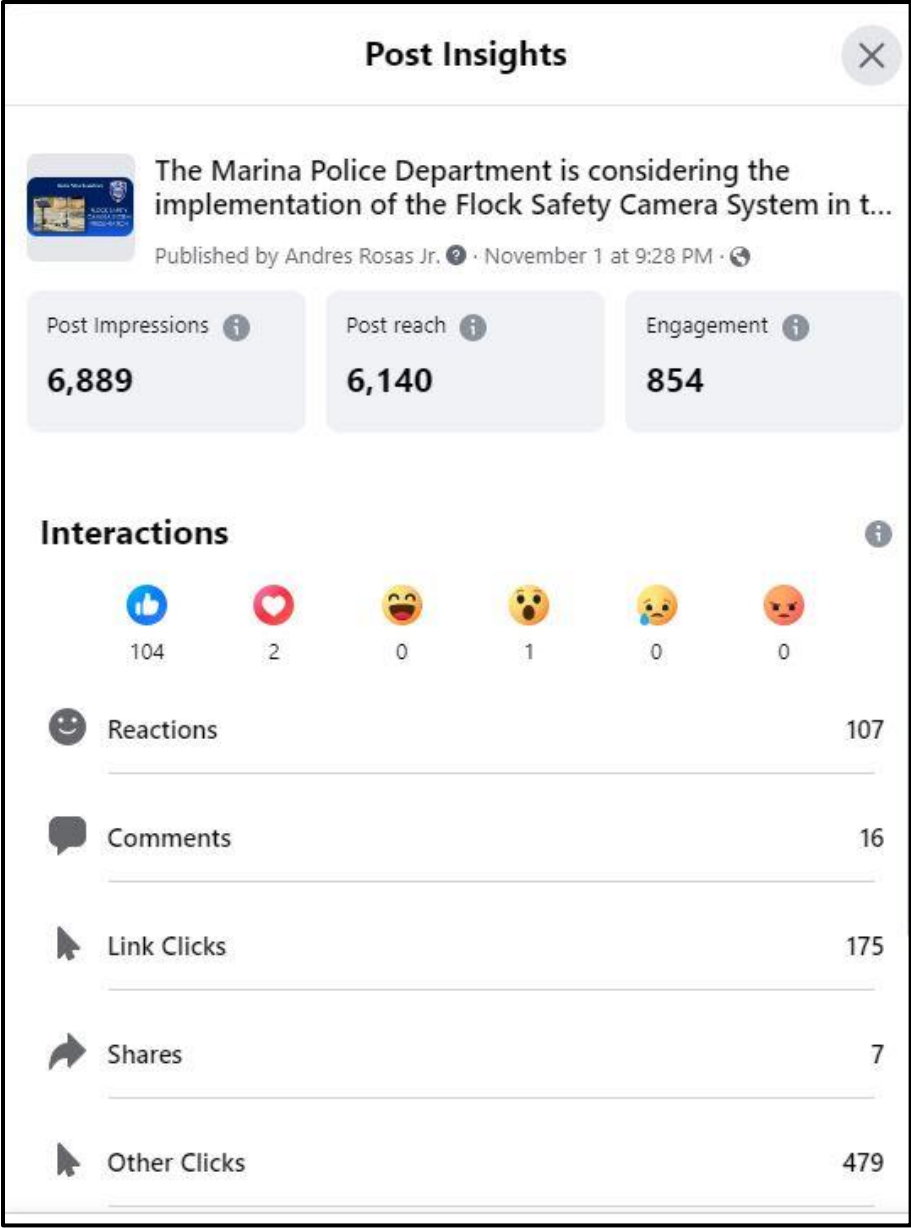
<https://www.cityofmarina.org/.../MARPD-Flock-Safety-ALPR...>

**If link does not work, please copy and paste into your browser.

Marina Police Department**FLOCK SAFETY
CAMERA SYSTEM
PRESENTATION**[See insights and ads](#)[Boost post](#)

85

15 comments · 7 shares





Marina Police Department's Post



Misty Flores · [Follow](#)

Great idea! 💡

1w Like Reply Hide



Chris James

Great idea MPD! I hear LPRs are highly effective at deterring crime and assisting with investigations!

1w Like Reply Hide



Barbie Maschmeier

Yes implement!

1w Like Reply Hide



Eileen Seeranee B. Perez

Thank you please do it

1w Like Reply Hide



Yvonne Stein Lomboy

I vote yes!

1w Like Reply Hide



Steve Wagy

Sounds great, let's do it

1w Like Reply Hide



Brittany Lee Derowski

Awesome!!

1w Like Reply Hide



Kathy Cook

Love it!

1w Like Reply Hide



Cathy Meachum

Yes

1w Like Reply Hide



Monterey Bay Crime/Emergency

November 4 at 3:15 PM · 🌐



[Show Attachment](#)

👍 16

1 💬 1 ➦



Like



Comment



Share

Most relevant ▼



Write a comment...



Alan Gutberlet

have read a lot of use by other departments and it seems to be a really valuable system for everyone except criminals...

1w [Like](#) [Reply](#)

3 👍 😂

Write a comment...

flock safety

Sole Source Letter for Flock Safety™ ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology™:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion capture to start and stop recording without the need for a reflective plate
-

flock safety

- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
 - Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety’s Wing™ Suite
 - Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4
6. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
-

flock safety

7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

Automated License Plate Readers (ALPRs)

429.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

429.2 POLICY

The policy of the Marina Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

The Marina Police Department does not permit the sharing of ALPR data gathered by the City, or its contractors/subcontractors, for purpose of federal immigration enforcement. Pursuant to the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq), these federal immigration agencies include the Immigrations and Customs Enforcement (ICE) and the Customs and Border Patrol (CPB).

429.3 DEFINITIONS

- (a) **Automated License Plate Reader (ALPR):** A device that uses cameras and computer technology to compare digital images to lists of known information of interest.
- (b) **ALPR Operator:** Trained Department members who may utilize ALPR system/equipment. ALPR operators may be assigned to any position within the Department, and the ALPR Administrator may order the deployment of the ALPR systems for use in various efforts.
- (c) **ALPR Administrator:** The Administrative Division Commander or the Chief's designee, serves as the ALPR Administrator for the Department.
- (d) **Hot List:** A list of license plates associated with vehicles of interest compiled from one or more databases including, but not limited to, NCIC, CA DMV, Local BOLO's, etc.
- (e) **Vehicles of Interest:** Including, but not limited to, vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons, and vehicles flagged by the Department of Motor Vehicle Administration or law enforcement agencies.
- (f) **Detection:** Data obtained by an ALPR of an image (such as a license plate) within public view that was read by the device, including potential images (such as the plate and description of vehicle on which it was displayed), and information regarding the location of the ALPR system at the time of the ALPR's read.
- (g) **Hit:** Alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a

Automated License Plate Readers (ALPRs)

specific reason including, but not limited to, being related to a stolen car, wanted person, missing person, domestic violation protective order or terrorist-related activity.

429.4 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates, along with the vehicle make, model, color, and unique identifiers, through the Marina Police Department's ALPR's system and a vendor's vehicle identification technology. The technology is used by the Marina Police Department to convert data associated with vehicle license plates and vehicle descriptions for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Department Information Technology Manager. The Department Information Technology Manager will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

429.4.1 ALPR ADMINISTRATOR

The Administrative Services Division Commander shall be responsible for compliance with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) Only properly trained sworn officers, crime analysts, and police assistants are allowed access to the ALPR system or to collect ALPR information.
- (b) Ensuring that training requirements are completed for authorized users.
- (c) ALPR system monitoring to ensure the security of the information and compliance with applicable privacy laws.
- (d) Ensuring that procedures are followed for system operators and to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation is maintained. Continually working with the Custodian of Records on the retention and destruction of ALPR data.
- (f) Ensuring this policy and related procedures are conspicuously posted on the department's website.

429.5 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.

Automated License Plate Readers (ALPRs)

- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) Partial license plates and unique vehicle descriptions reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert. Once an alert is received, the operator should confirm that the observed license plate from the system matches the license plate of the observed vehicle. Before any law enforcement action is taken because of an ALPR alert, the alert will be verified through a CLETS inquiry via MDC or through Dispatch. Members will not take any police action that restricts the freedom of any individual based solely on an ALPR alert unless it has been validated. Because the ALPR alert may relate to a vehicle and may not relate to the person operating the vehicle, officers are reminded that they need to have reasonable suspicion and/or probable cause to make an enforcement stop of any vehicle. (For example, if a vehicle is entered into the system because of its association with a wanted individual, Officers should attempt to visually match the driver to the description of the wanted subject prior to making the stop or should have another legal basis for making the stop.)
- (f) Hot Lists: Designation of hot lists to be utilized by the ALPR system shall be made by the ALPR Administrator or his/her designee. Hot lists shall be obtained or compiled from sources as may be consistent with the purposes of the ALPR system set forth in this Policy. Hot lists utilized by the Department's LPR system may be updated by agency sources more frequently than the Department may be uploading them and thus the Department's LPR system will not have access to real time data. Occasionally, there may be errors in the LPR system's read of a license plate. Therefore, an alert alone shall not be a basis for police action (other than following the vehicle of interest). Prior to initiation of a stop of a vehicle or other intervention based on an alert, Department members shall undertake the following:

(1) **Verification of status on a Hot List** - An officer must receive confirmation, from a Monterey County Communications Dispatcher or other department computer device, that the license plate is still stolen, or that the vehicle on which the license plate is affixed is still reported as stolen, wanted, or otherwise of interest before proceeding (absent exigent circumstances).

(2) **Visual verification of license plate number** - Officers shall visually verify that the license plate of interest matches identically with the image of the license plate number captured (read) by the LPR, including both the alphanumeric characters of the license plate, state of issue, and vehicle descriptors before proceeding. Department members alerted to the fact that an observed motor vehicle's license plate is entered as a Hot

Automated License Plate Readers (ALPRs)

Plate (hit) in a specific BOLO (be on the lookout) list are required to make a reasonable effort to confirm that a wanted person is actually in the vehicle and/or that a reasonable basis exists before a Department member would have a lawful basis to stop the vehicle.

(3) Department members will clear all stops from hot list alerts by indicating the positive ALPR Hit. (i.e. with an arrest or other enforcement action) If it is not obvious in the text of the call as to the correlation of the ALPR Hit and the arrest, then the Department member shall update with the Communications Dispatcher, and the original person and/or a crime analyst inputting the vehicle in the hot list (hit).

(4) General Hot Lists (SVS, SFR, and SLR) will be automatically downloaded into the ALPR system a minimum of once a day with the most current data overwriting the old data.

(5) All entries and updates of specific Hot Lists within the ALPR system will be documented by the requesting Department member within the appropriate general offense report. As such, specific Hot Lists shall be approved by the ALPR Administrator (or his/her designee) before initial entry within the ALPR system. The updating of such a list within the ALPR system shall thereafter be accomplished pursuant to the approval of the Department member's immediate supervisor. The hits from these data sources should be viewed as informational; created solely to bring the officers attention to specific vehicles that have been associated with criminal activity.

All Hot Plates and suspect information entered into the ALPR system will contain the following information as a minimum:

- Entering Department member's name
 - Related case number.
 - Short synopsis describing the nature of the originating call
- (g) Training: No member of this Department shall operate ALPR equipment or access ALPR data without first completing Department-approved training.
- (h) Login/Log-Out Procedure: To ensure proper operation and facilitate oversight of the ALPR system, all users will be required to have individual credentials for access and use of the systems and/or data, which has the ability to be fully audited.

Permitted/Impermissible Uses. The ALPR system, and all data collected, is the property of the Marina Police Department. Department personnel may only access and use the ALPR system for official and legitimate law enforcement purposes consistent with this Policy. The following uses of the ALPR system are specifically prohibited:

1. Invasion of Privacy: Except when done pursuant to a court order such as a search warrant, it is a violation of this Policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).

Automated License Plate Readers (ALPRs)

2. Harassment or Intimidation: It is a violation of this Policy to use the ALPR system to harass and/or intimidate any individual or group.
3. Use Based on a Protected Characteristic: It is a violation of this policy to use the ALPR system, or associated scan files and hot lists, solely because of a person or group's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.
4. Personal Use: It is a violation of this Policy to use the ALPR system or associated scan files or hot lists for any personal purpose.
5. First Amendment Rights. It is a violation of this policy to use the LPR system or associated scan files or hot lists for the purpose or known effect of infringing upon First Amendment rights.

Anyone who engages in an impermissible use of the ALPR system, associated scan files, or hot lists may be subject to:

- Criminal prosecution,
- Civil Liability, and/or
- Administrative sanctions, up to and including termination, pursuant to and consistent with the relevant collective bargaining agreements and Department policies.

429.6 DATA COLLECTION AND RETENTION

The Administrative Services Division Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data.

An ALPR vendor who provides data storage on behalf of the Marina Police Department will store the data (data hosting) in a manner to ensure proper maintenance and security of data stored in their data servers. The ALPR vendor will purge their data at the end of the 30 days of storage. However, this will not preclude Marina Police Department from maintaining any relevant vehicle data obtained from the system after that period pursuant to the established City of Marina retention schedule mentioned above or outlined elsewhere.

Restrictions on use of ALPR Data: Information gathered or collected, and records retained by ALPR vendor cameras or any other Marina Police Department ALPR system will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety purposes.

429.7 ACCOUNTABILITY AND SAFEGUARDS

All data will be closely safeguarded and protected by both procedural and technological means. The Marina Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All non-law enforcement requests for access to stored ALPR data shall be processed in accordance with applicable law.

Automated License Plate Readers (ALPRs)

- (b) All ALPR data downloaded to the mobile workstation shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- (c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relates to a specific criminal investigation or department-related civil or administrative action.
- (d) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies for legitimate law enforcement purposes.
- (e) Every ALPR Detection Browsing Inquiry must be documented by either the associated Marina Police case number or incident number, and/or a reason for the inquiry.

For security or data breaches, see the Records Release and Maintenance Policy.

429.8 ALPR DATA DETECTION BROWSING AUDITS

It is the responsibility of the Administrative Services Division Commander or the Chief of Police's designee to ensure that an audit is conducted of ALPR detection browsing inquiries at least once a quarter. The Department will audit a sampling of the ALPR system utilization from the prior 3-month period to verify proper use in accordance with the above-authorized uses. The audit shall randomly select at least 10 detection browsing inquiries conducted by department employees during the preceding six-month period and determine if each inquiry meets the requirements established in policy section 429.7(e).

The audit shall be documented in the form of an internal department memorandum to the Chief of Police. The memorandum shall include any data errors found so that such errors can be corrected. After review by the Chief of Police, the memorandum and any associated documentation shall be filed and retained by Administrative Services Division Commander.

429.9 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Chief of Police or the authorized designee and approved before the request is fulfilled.
- (c) The Chief of Police or the authorized designee will consider the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq), before approving the release of ALPR data. The Marina Police Department does not permit the sharing

Marina Police Department

Marina Police Department Policy Manual

Automated License Plate Readers (ALPRs)

of ALPR data gathered by the City or its contractors/subcontractors for purpose of federal immigration enforcement. These federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

- (d) The approved request is retained on file. Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

429.10 TRAINING

The Training Sergeant should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

Marina Police Department



FLOCK SAFETY CAMERA SYSTEM PRESENTATION

What this IS

- License plate recognition
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

What this is NOT

- Not facial recognition
- Not tied to Personal Identifiable Information
- Not used for traffic enforcement
- Data not stored beyond 30 days ➡ *automatically deletes every 30 days*



Provides real-time alerts to dispatch, patrol vehicles, and officers in the field

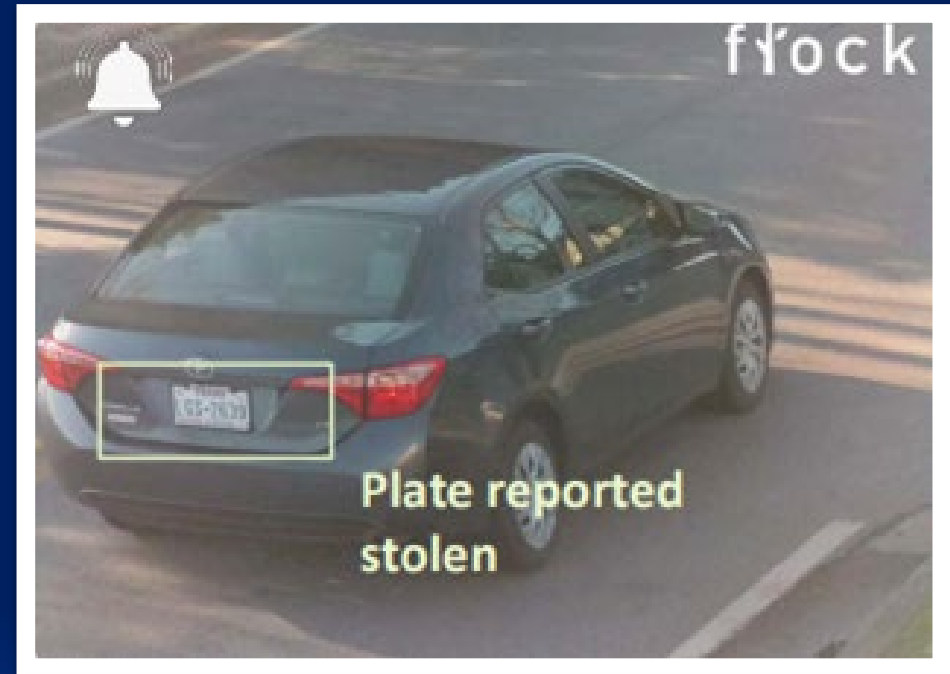
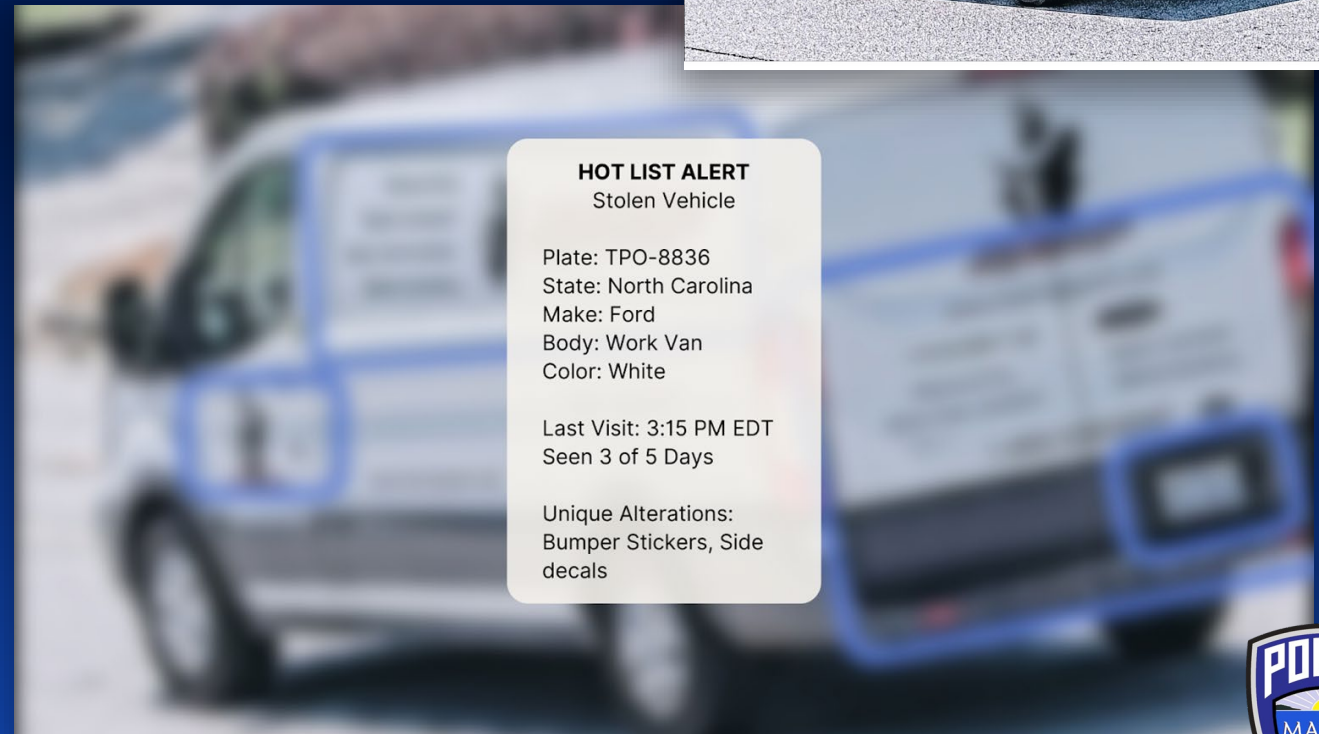


	Plate TX LGS2639		Last Visit 3:15 PM EDT
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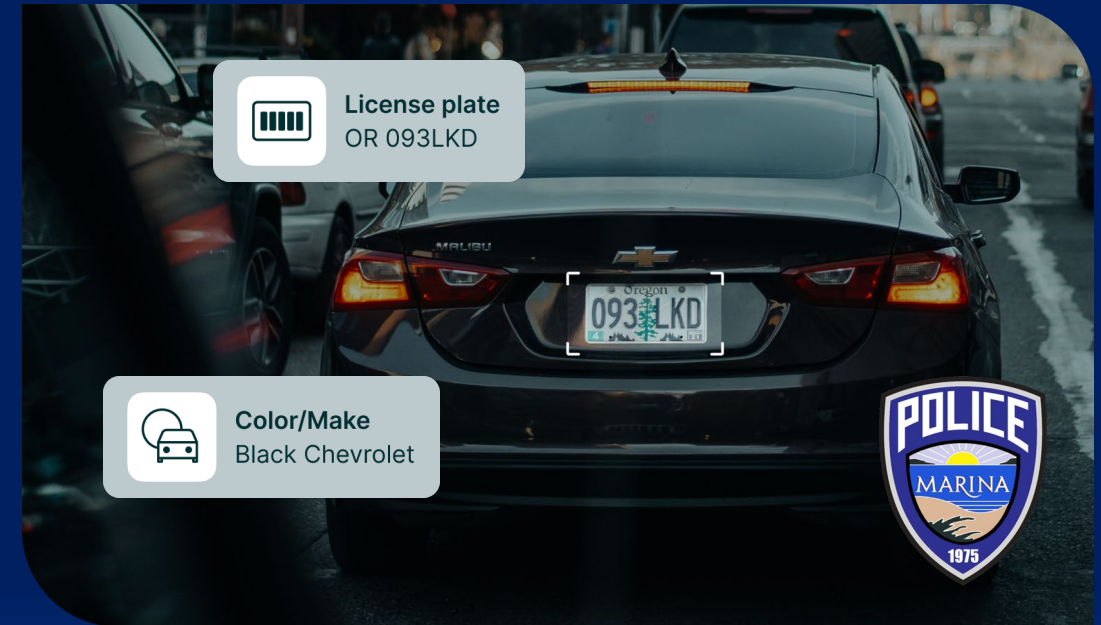
HOW IS THIS TECHNOLOGY DIFFERENT?

- Fingerprint™ Technology (i.e., color, make, model, racks, bumper stickers, size, State, damage, etc.)
- Vehicle Recognition vs ALPR
- Unlimited users within the police department, but each has a unique login for activity tracking
- Mobile Alerts
- Night Vision – Captures vehicles traveling up to 90 MPH
- Multi-lane view of traffic



When you get Flock you get:

Flock Safety provides our police department with indiscriminate evidence from fixed locations. They provide all of the maintenance so that our police department and city staff can focus on keeping you and your city safe and prosperous.



INFRASTRUCTURE FREE

Reduce time to value and utility costs with full -service deployment.



24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.



REAL-TIME ALERTS

- NCIC
- NCMEC (Amber Alert)
- Custom Hot Lists



Ethically Made

- No people
- No facial recognition
- No traffic enforcement
- Indiscriminate evidence

Who Else Is Using Flock Safety?

Police Agencies Deploying
Flock Safety Technology In Their Jurisdictions.

Local Usage

Police Departments:

- Watsonville PD
- Seaside PD
- Pacific Grove PD
- Sand City PD
- Salinas PD
- Carmel PD
- Capitola PD
- CHP

National Usage

- 3700 communities
- 3000 police agencies



How does Flock Safety technology benefit the City of Marina and our residents?

- Enhances public safety for the community by having cameras act as a deterrent.
- Will be a police force “multiplier”.
- Creates public trust between our community and Law Enforcement through the online Community Portal and transparent department policy.
- Provides officers in the field with real-time alerts for stolen vehicles and other vehicles of interest related to criminal activity and missing persons. (Example: Amber Alerts)
- Assists officers with solving crime and missing person investigations quickly and more efficiently.

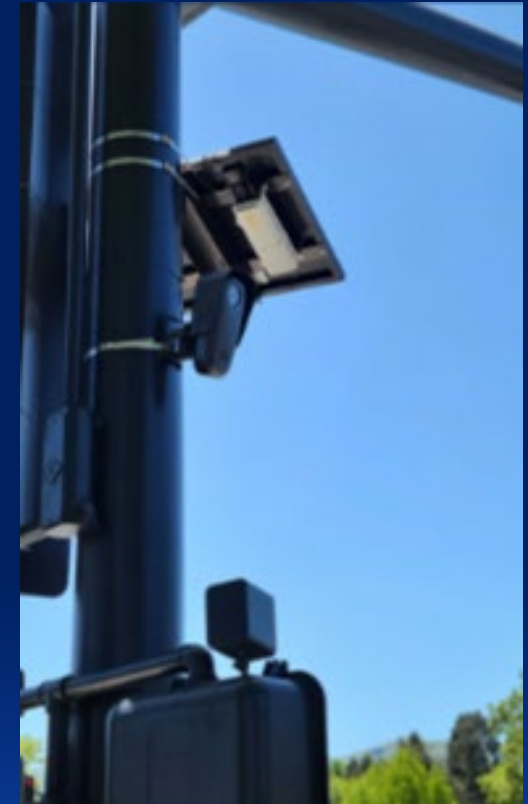




Solar &
Existing
Pole



Solar &
Flock Pole

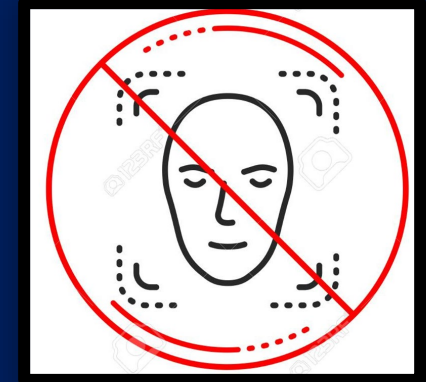


Solar &
Traffic
Pole

Mounting Options For Flock Cameras

Protecting Privacy Ethics-Driven Innovation

- Camera footage is 100% owned by our police department and will be deleted after 30 days, unless maintained as evidence in an investigation.
- Captured images will never be sold or shared by Flock. Your police department will only share information with other law enforcement agencies as part of a police investigation.
- All data is encrypted.
- Use of the Flock Camera System by trained personnel will be governed by a strict department policy. This policy will be made public.
- Flock camera systems are not connected to DMV registration data. License plate “HITS” come from NCIC, NCMEC (amber alerts), and custom hot lists.
- The Flock cameras capture vehicle and license plate images, not people or facial recognition. Images are typically captured of the rear of the vehicle with the license plate.



Policy
429

Marina Police Department
Marina Police Department Policy Manual

SAMPLE POLICY

Automated License Plate Readers (ALPRs)

429.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

429.2 POLICY

Best Practice **MODIFIED**

The policy of the Marina Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Be



TRANSPARENCY PORTAL

Overview

Morgan Hill CA PD uses Flock Safety technology to capture objective evidence without compromising on individual privacy. Morgan Hill CA PD utilizes retroactive search to solve crimes after they've occurred. Additionally, Morgan Hill CA PD utilizes real time alerting of hotlist vehicles to capture wanted criminals. In an effort to ensure proper usage and guardrails are in place, they have made the below policies and usage statistics available to the public.

Policies



What's Detected

License Plates, Vehicles



What's Not Detected

Facial recognition, People, Gender, Race



Acceptable Use Policy

Data is used for law enforcement purposes only. Data is owned by Morgan Hill CA PD and is never sold to 3rd parties.



Prohibited Uses

Immigration enforcement, traffic enforcement, harassment or intimidation, usage based solely on a protected class (i.e. race, sex, religion), Personal use.



Access Policy

All system access requires a valid reason and is stored indefinitely.



Hotlist Policy

Hotlist hits are required to be human verified prior to action.

Usage



Data retention (in days)

30 days



Number of owned cameras

25



External organizations with access

ACRATT -CA, Alameda CA PD, Arcadia CA PD, Alherton CA PD, Auburn CA PD, Burlingame CA PD, Campbell CA PD, Danville CA PD, Fremont CA PD, Galt CA PD, Gilroy CA PD, Hayward CA PD, Hillsborough CA PD, Kings County CA DAs Office, Lathrop CA PD, Livermore CA PD, Los Gatos Monte Sereno PD - CA, Menlo Park CA PD, Milpitas CA PD, Monterey County CA SO, Mountain View CA PD, NCRIC, Newark CA PD, Ontario CA PD, Pleasanton CA PD, Richmond CA PD, Salinas PD - CA, San Jose CA PD, San Leandro PD CA, San Mateo CA PD, San Mateo County CA SO, San Pablo CA PD, San Rafael CA PD, Santa Clara County CA SO, Santa Clara PD - CA, Tracy CA PD, Ukiah Fire CA FD, Union City CA PD, Walnut Creek CA PD, Woodland CA PD, Yolo County CA SO, Yuba County CA SO



Hotlists Alerted On

California SVS, NCMEC Amber Alert



Vehicles detected in the last 30 days

431,624



Hotlist hits in the last 30 days

3,335



Searches in the last 30 days

239

100% Transparency

*Available on local
city website*

*Managed by Flock
Safety*



MARINA PD STOLEN VEHICLE REPORTS

Year	10851	664/10851	RECOVERIES
2020	61	3	27
2021	49	1	23
2022	57	3	31
2023	21	0	16 (As of 10/13/23)
NOTE: Stolen and Attempted Stolen Vehicle Numbers Are Only Those Stolen From Within The City Of Marina. Recovered Vehicle Totals Include Vehicles Stolen From Other Jurisdictions And Recovered Within The City Of Marina.			



CASE STUDIES





MORGAN HILL POLICE DEPARTMENT

- 2 Weeks: 9 stolen vehicles recovered and made even more arrests

- **2.5 Month Update:** 51 Stolen Vehicles Recovered and 66 Arrests Made

- **1 Year update:** 170 Stolen Vehicles recovered and 127 Arrests

- Initial deployment 25 Falcon Cameras, doubling the coverage with a 5-0 vote from council in August 2022

- 95% of suspects reside outside of Morgan Hill

- In comparison, during the prior year (without Flock), the Police Department had only recovered 16 stolen vehicles—a 963% increase.

- **IMPLEMENTED FLOCK AUGUST 2021**



Fairfield PD Fairfield, CA

- SOLUTION INSTALLED IN 7/2021. THE FLOCK SAFETY CAMERAS HAVE RESULTED IN OVER 50 SUCCESSES THROUGH THE END OF 2021. HERE IS A SMALL SAMPLE:
- LOCATED TWO SUSPECTS WANTED FOR MURDER BY LOCATING AN “ARMED AND DANGEROUS” HOMICIDE VEHICLE
- SUSPECT WITH FELONY WARRANTS WAS LOCATED IN POSSESSION OF AN AR-15 WITH A DRUM MAGAZINE AND A SAWED-OFF SHOTGUN
- VEHICLE VS BICYCLE HIT AND RUN
- TWO ATTEMPTED MURDER SUSPECTS LOCATED AND TAKEN INTO CUSTODY WITHOUT INCIDENT



SMASH & GRAB ROBBERY



San Bruno PD



San Bruno, CA

January 2022 - Five suspects attempt a smash & grab robbery at a jewelry store, but are chased off by the owner

But here's what didn't make the news...

- Suspect vehicle identified using Flock
- SBPD thought the suspects would try again, potentially more violently
- **Vehicle placed on a custom hotlist**
- SBPD receives a real time alert that the suspects are returning
- **Officers locate the vehicle within seconds preventing another attempted robbery**





Seaside PD



Seaside, CA

- Deployed Flock Cameras in March 2023

So far....

- Assisted in solving two homicides with suspects from outside the city
- Helped solve a hit and run case
- Helped to solve at least 10 other crimes since it's deployment



COULD FLOCK CAMERAS HAVE HELPED SOLVE THIS CASE QUICKER?

- TWO SUSPECTS WEARING SKI MASKS ATTEMPTED TO BREAK INTO A HOME IN THE 100-BLOCK OF PALM AVENUE
- SUSPECTS FLED IN A **LIGHT-COLORED VEHICLE WITH A SPOILER ON THE REAR**
- FLED ONTO LAKE DRIVE



COULD FLOCK CAMERAS HAVE HELPED SOLVE THIS CASE QUICKER?

- MARINA POLICE OFFICERS RESPONDED TO A HIT AND RUN COLLISION AT RESERVATION ROAD AND SALINAS AVENUE.
- A PEDESTRIAN WAS STRUCK BY A WHITE SEDAN, POSSIBLY A WHITE TESLA MODEL S.
- BASED ON THE LOCATION OF THIS CRASH, FLOCK CAMERAS WOULD LIKELY HAVE CAPTURED IMAGES OF THIS VEHICLE AND IT'S LICENSE PLATE. THIS WOULD HAVE PROVIDED VEHICLE INFORMATION TO FURTHER ASSIST OFFICERS IN QUICKLY LOCATING AND IDENTIFYING A SUSPECT.



Case Study - Long Term Results

Hillsborough PD -
Hillsborough, CA

“Word has gotten out about these ALPR programs, and folks that are in the business of stealing cars will typically do a little bit of research and find out that a city that has an ALPR program they then want to avoid”
- **Chief Ian Schmutzler**

33%

Decrease in Reported
Vehicle Thefts

35%

Increase in Arrests
related to Vehicle
Thefts

2X

Requested increase in #
of cameras

Less Vehicle Thefts
are happening in
Vacaville, and more
of them are getting
solved.



Case Study: Auto Theft



Chamblee
PD



Chamblee, GA



Stranger on Stranger Abduction August, 28
2020

When every second matters, Flock Safety's Machine Vision is Critical

- 12:33 PM ● Amber Alert Issued
- 1:01 PM ● Search Conducted with Flock Safety
- 2:30 PM ● Suspect Vehicle Located
- 5:03 PM ● Felony Stop + Arrest
- 6:00 PM ● Baby Reunited with Mother



QUESTIONS?

