



AGENDA

Tuesday, December 5, 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. Public Employment Appointment (§54957)
Position: City Attorney

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. Marina Grocery Outlet Proclamation
 - b. National Plan to End Parkinson's Act Proclamation
7. COUNCIL AND STAFF ANNOUNCEMENTS:
8. PUBLIC COMMENT: *Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.*
9. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the*

Consent Agenda, and these items are considered to be routine and non-controversial. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.

10. CONSENT AGENDA: *These items are considered to be routine and non-controversial. All items under the Consent Agenda may be approved by one motion. Prior to such a motion being made, any member of City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, Council may remove the item from the Consent Agenda and it will be placed at the end of Other Action Items.*
 - a. ACCOUNTS PAYABLE: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Accounts Payable Check Numbers 103563- 103657, totaling \$1,207,425.08.
Accounts Payable Successor Agency Check Number 117, totaling \$36.887.49
 - b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) November 21, 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, approving regular City Council meeting schedule for 2024 Calendar Year. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
 - g. APPROVAL OF AGREEMENTS:
 - (1) Adopting Resolution No. 2023-, and Resolution No. 2023- (NPC), approving Amendment No. 5 to extend for one year the Amended Management Agreement Between City of Marina, City of Marina Abrams B Non-Profit Corporation, and Greystar California, Inc. for Abrams B Housing Area; **AND** Adopting Resolution No. 2023-, and Resolution No. 2023- (PPSC-NPC), approving Amendment No. 5 to extend for one year the Amended Management Agreement Between City of Marina, City of Marina Preston Park Sustainable Community Non-Profit Corporation, and Greystar California, Inc. for Preston Park Housing Area approval by the City Attorney/Non-Profit Corporation Legal Counsel. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
 - (2) Adopting Resolution No. 2023-, approving a Public Improvement Agreement for Sea Haven Phase 4B between the City of Marina and the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., and Wathen Castanos Peterson Coastal. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*

- (3) Adopting Resolution No. 2023-, approving a Professional Services Agreement with EMC Planning Group, Inc. totaling \$33,647.50, for the preparation of a grant application to the California Coastal Conservancy for funding parking lot and coastal access trail improvements at the Fort Ord Dunes State Park. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- (4) Adopting Resolution No. 2023-, authorizing the City Manager to enter into an agreement between the City and WCP Developers, Inc. for the Fair-Share contribution to the Salinas Avenue Improvement Project. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*
- (5) Adopting Resolution No. 2023-, approving a professional services agreement between the City of Marina and BEK Collective Inc. for preparing conceptual designs for the primary points of entry into the City and the Airport. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS:

- (1) Adopting Resolution No. 2023-, approving the Phase 4B Final Map for Sea Haven Development Project Subdivision. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*

j. REPORTS: (RECEIVE AND FILE):

- (1) Adopting Resolution No. 2023-, receiving and filing the 2023 Information Report on the adjustment of mitigation fees for new development. *(This item is exempt from environmental review per §15378 of the CEQA guidelines).*

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.*

- a. Open a public hearing and consider adopting Resolution No, 2023-, approving the Sixth Cycle Housing Element and forward it to State HCD to begin a sixty (60)-day review period and find the project exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.
- b. Open a public hearing and consider introducing Ordinance No. 2023-, amending Title 10 of the Marina Municipal Code to regulate Mobile Food Vending and sidewalk vending. The proposed amendments are exempt from CEQA per section 15060(c)(2) and 15061(b)(3).

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 Mayor's 2024 recommendation for Mayor Pro Tem and City Council member assignments to various Committees/Commissions/Boards. *(This item is exempt from environmental review per §15378 of the CEQA guidelines.*
- b. Receive a presentation on the results of the odor attribution study and provide directions on any further action. *This item is exempt from environmental review per §15378 of the CEQA guidelines)*
- c. Adopting Resolution No. 2023-, receiving a presentation for the Del Monte Boulevard Landscaping, Multi-Modal Improvements, and Downtown Marina Streetscape, and providing input on the design for the proposed projects. *(Not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061)*

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, December 1, 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.ciymarina.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 19, 2023

CITY HALL 2023 HOLIDAYS
(City Hall Closed)

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.

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 6, 2023



Proclamation

Honoring Kristi Lau, Luc Allision & Family

WHEREAS, Kristi Lau, Luc Allision & family operate Grocery Outlet in Marina, continuing for the last six years a generous and community supportive business started by Stan and Sue Lau when they opened the Reservation Road store in 2005; and

WHEREAS, the family business has been a foundational pillar of Marina's economy, employing hundreds of people and generating hundreds of thousands of dollars to our city's tax base; and

WHEREAS The Lau/Allison family have been an inspiration for humility and authentic generosity, having provided food for nonprofits that serve the Marina community, including weekly donations to the Thomas Carmen Food Pantry as well as granting nearly every nonprofit that has asked, food or gift cards for events or operational needs and providing food to families in need; and

WHEREAS During the COVID-19 pandemic that made shut-ins of our most vulnerable, Kristi and Luc led their team to make their store safe and accessible to seniors, opening early with special hours for seniors, collecting donations at the registers for those out of work, impacted by COVID. In all, more than \$4,000 in gift cards were deployed to families in need through the Monterey Peninsula School District and to out of work restaurant workers and others; and

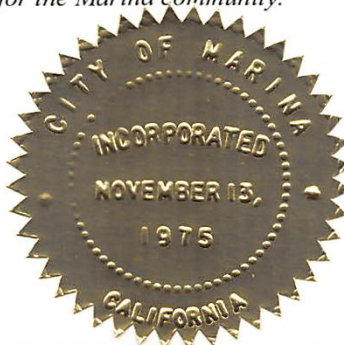
WHEREAS Unknown to most, they more than accommodated their staff (many Marina residents), continuing to pay salaries to those who worried about exposure and who opted to stay away from work. They kept their store sanitized, working late into the evening and early mornings to make sure customers felt at ease in their super-sanitized store. They have made their staff and our community their priority; and

WHEREAS Kristi and Luc have given back, with not only their treasure, but their time. Kristi served on the board of the Friends of the Marina Library, having served as a past Treasurer and is a major supporter of Marina Youth Soccer, having sponsored teams and served as Team Mom (while Luc coached). Luc for as hard as he works, gives back even more. When coaching Marina Youth Soccer he provided skilled and patient direction to Marina youth. Luc's greatest lesson is sportsmanship, showing up and being aware of how your actions impact others- the lessons we all need in life; and

WHEREAS The Lau/Allison family have been completely invested in community needs, from seniors to youth, to the unsheltered, to families in need. As they leave Marina, we thank them for their years of looking out for and taking care of the needs of Marina's most vulnerable and give them appreciation for all they have done as business owners, residents and dear friends.

NOW THEREFORE BE IT RESOLVED, I, Bruce C. Delgado, Mayor of the City of Marina, do hereby honor the Lau/Allison family for the continued support for the Marina community.

Dated this 5th day of December 2023



Bruce C. Delgado, Mayor



Proclamation

In Support of the National Plan to End Parkinson's Act

WHEREAS, The National Plan to End Parkinson's Act (H.R. 2365/S.1964) is bipartisan, no-cost legislation that for the first time will unite the federal government and private enterprise in a mission to prevent and cure Parkinson's Disease which will in turn alleviate financial and health burdens while reducing government spending; and

WHEREAS, The National Plan will create an advisory council comprising members of federal agencies that support research, care and services for Parkinson's plus patients, care partners, researchers, clinicians and other experts; and

WHEREAS, Parkinson's is a disease that requires a national effort to cure and prevent. United States Representative Jimmy Panetta (CA-19) has supported the Act; and

WHEREAS, Parkinson's is the 2nd most common and fastest-growing neurological disease with 90,000 new diagnoses each year, afflicting more than 1 million Americans (including more than 110,000 military veterans); and

WHEREAS, Marina and Monterey County is home to many residents living with Parkinson's Disease, including Naomi Estolas, who along with others are making lives more fulfilling through work with the Monterey Parkinson's Support Group and a local chapter of a global mentoring program called "Twitchy Woman"; and

WHEREAS, A National Plan to End Parkinson's has the potential to:

- Dramatically increase federal research funding
- Develop more efficient pathways for treatments and cures.
- Improve early diagnosis
- 4-Create standards and measures to prevent the disease
- Address health disparities in diagnosis, treatment and clinical trial participation
- Enhance public awareness of the disease.

Thereby the Marina City Council supports the National Plan to End Parkinson's Act.

Bruce C. Delgado
Mayor

Cristina Medina Dirksen
Mayor Pro Tem

Brian McCarthy
Council Member



Kathy Y. Biala
Council Member

Liesbeth Visscher
Council Member

Dated this 5th day of December 2023



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

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 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9948917695	Monthly Verizon Bill-308174766 (10/11-11/10)	Paid by EFT # 3966		11/20/2023	11/20/2023	11/20/2023		11/24/2023	227.69
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$227.69
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243117-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 103582		11/03/2023	11/14/2023	11/14/2023		11/24/2023	94.32
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$94.32
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$322.01
Division 000 - Non-Div Totals									Invoice Transactions 2	\$322.01
Department 120 - City Mgr/HR/Risk Totals									Invoice Transactions 2	\$322.01
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	23-23	Service 11/6-16/2023	Paid by EFT # 3962		11/17/2023	11/21/2023	11/21/2023		11/24/2023	3,182.50
Account 6300.216 - Prof Svc Fin - Accounting Services Totals									Invoice Transactions 1	\$3,182.50
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9948917695	Monthly Verizon Bill-308174766 (10/11-11/10)	Paid by EFT # 3966		11/20/2023	11/20/2023	11/20/2023		11/24/2023	89.59
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$89.59
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$3,272.09
Division 000 - Non-Div Totals									Invoice Transactions 2	\$3,272.09
Department 130 - Finance Totals									Invoice Transactions 2	\$3,272.09
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	114-13690771	190 Seaside Circle	Paid by Check # 103590		09/12/2023	11/16/2023	11/16/2023		11/24/2023	1,567.64
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$1,567.64
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20831307	CALNET3-9391023482 (884-0985)	Paid by Check # 103567		11/15/2023	11/20/2023	11/20/2023		11/24/2023	31.33
10758 - AT & T CALNET3	20831309	CALNET3-9391023485 (884-2573)	Paid by Check # 103567		11/15/2023	11/20/2023	11/20/2023		11/24/2023	32.44



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

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 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20820963	CALNET3-9391023436 (239-461-6578)	Paid by Check # 103567		11/13/2023	11/20/2023	11/20/2023		11/24/2023	63.82
10758 - AT & T CALNET3	20831315	CALNET3-9391023491 (884-9654)	Paid by Check # 103567		11/15/2023	11/20/2023	11/20/2023		11/24/2023	92.33
10758 - AT & T CALNET3	20831314	CALNET3-9391023490 (884-9568)	Paid by Check # 103567		11/15/2023	11/20/2023	11/20/2023		11/24/2023	59.57
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	5		\$279.49
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	10-31-23 FD	Acct# 000056041 - 3260 Imjin Road	Paid by Check # 103581		10/31/2023	11/08/2023	11/08/2023		11/24/2023	316.28
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions	1		\$316.28
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	7		\$2,163.41
Division 000 - Non-Div Totals							Invoice Transactions	7		\$2,163.41
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	7		\$2,163.41
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	20831338	CALNET3-9391023435 (237-267-6922)	Paid by Check # 103567		11/15/2023	11/20/2023	11/20/2023		11/24/2023	170.73
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	1		\$170.73
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243117-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 103582		11/03/2023	11/14/2023	11/14/2023		11/24/2023	3,584.06
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions	1		\$3,584.06
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$3,754.79
Division 000 - Non-Div Totals							Invoice Transactions	2		\$3,754.79
Department 210 - Police Totals							Invoice Transactions	2		\$3,754.79
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	123478	Plan review & inspection for JAG Real Estate Holding TI, 407 Res	Paid by Check # 103572		11/15/2023	11/17/2023	11/17/2023		11/24/2023	215.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$215.00



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

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 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10250 - Gavilan Pest Control	0157374	Pest Control at Station 2	Paid by Check # 103576		11/08/2023	11/08/2023	11/08/2023		11/24/2023	90.00
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals								Invoice Transactions 1		\$90.00
Account 6360.850 - Maint & Repairs Vehicle										
11939 - MSM Sales & Distrib., Inc/Central Coast P&S Sales	617310	Materials for engine cleaning	Paid by Check # 103584		10/10/2023	11/08/2023	11/08/2023		11/24/2023	309.58
10599 - Valley Saw & Garden Equipment	354308	Chain saw repair & other saw items	Paid by Check # 103591		11/11/2023	11/17/2023	11/17/2023		11/24/2023	1,441.51
Account 6360.850 - Maint & Repairs Vehicle Totals								Invoice Transactions 2		\$1,751.09
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243117-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 103582		11/03/2023	11/14/2023	11/14/2023		11/24/2023	2,942.81
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals								Invoice Transactions 1		\$2,942.81
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	086837	Step stool, duct tape & cleaning supplies	Paid by Check # 103563		11/06/2023	11/17/2023	11/17/2023		11/24/2023	87.30
Account 6400.740 - Material & Suppl Special Dept Suppl Totals								Invoice Transactions 1		\$87.30
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions 6		\$5,086.20
Division 000 - Non-Div Totals								Invoice Transactions 6		\$5,086.20
Department 250 - Fire Totals								Invoice Transactions 6		\$5,086.20
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10147 - Coast Counties Glass, Inc	M08777	DiMaggio Park	Paid by Check # 103573		07/31/2023	11/16/2023	11/16/2023		11/24/2023	1,200.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals								Invoice Transactions 1		\$1,200.00
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10196 - State Labor Commissioner California Department of Industrial Relations	S 2012116 SJ	Conveyance Invoice Remittance	Paid by Check # 103570		11/09/2023	11/16/2023	11/16/2023		11/24/2023	675.00
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals								Invoice Transactions 1		\$675.00
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086817	Cord/Outlet	Paid by Check # 103564		11/14/2023	11/14/2023	11/14/2023		11/24/2023	61.10
10728 - Ace Hardware-Public Works	086820	Inspect 6 Pack	Paid by Check # 103564		11/14/2023	11/14/2023	11/14/2023		11/24/2023	32.75
10728 - Ace Hardware-Public Works	086447	3 pack Supplies	Paid by Check # 103564		11/15/2023	11/14/2023	11/14/2023		11/24/2023	21.83



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

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 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086448	Wire	Paid by Check # 103564		11/15/2023	11/14/2023	11/14/2023		11/24/2023	48.83
10728 - Ace Hardware-Public Works	086452	Wallplate/Outlet	Paid by Check # 103564		11/15/2023	11/14/2023	11/14/2023		11/24/2023	16.37
10728 - Ace Hardware-Public Works	086413	Wire	Paid by Check # 103564		11/15/2023	11/14/2023	11/14/2023		11/24/2023	13.09
10728 - Ace Hardware-Public Works	086834	Seal Spray	Paid by Check # 103564		11/16/2023	11/16/2023	11/16/2023		11/24/2023	43.68
10728 - Ace Hardware-Public Works	086831	Fasteners	Paid by Check # 103564		11/16/2023	11/16/2023	11/16/2023		11/24/2023	12.63
10728 - Ace Hardware-Public Works	086840	Concrete Mix	Paid by Check # 103564		11/17/2023	11/16/2023	11/16/2023		11/24/2023	43.61
10728 - Ace Hardware-Public Works	086827	Park Maintenance	Paid by Check # 103564		11/16/2023	11/16/2023	11/16/2023		11/24/2023	27.26
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 10	\$321.15
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243117-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 103582		11/03/2023	11/14/2023	11/14/2023		11/24/2023	141.47
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$141.47
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110345497	PW Uniforms	Paid by Check # 103565		11/17/2023	11/16/2023	11/16/2023		11/24/2023	493.83
10659 - Hammond, Kelly	616107	Boot Reimbursement 114-0856351-3552269	Paid by Check # 103577		11/17/2023	11/16/2023	11/16/2023		11/24/2023	191.20
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 2	\$685.03
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 15	\$3,022.65
Division 311 - Buildings & Grounds Totals									Invoice Transactions 15	\$3,022.65
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10825 - East Bay Tire Co.	1989034	Fire Dept	Paid by Check # 103574		11/03/2023	11/16/2023	11/16/2023		11/24/2023	2,176.46
10331 - Lehr Auto Electric	SI95537	2022 Ford F-150 PW	Paid by Check # 103579		11/16/2023	11/16/2023	11/16/2023		11/24/2023	4,192.08
Account 6360.850 - Maint & Repairs Vehicle Totals									Invoice Transactions 2	\$6,368.54
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$6,368.54
Division 313 - Vehicle Maint Totals									Invoice Transactions 2	\$6,368.54
Department 310 - Public Works Totals									Invoice Transactions 17	\$9,391.19



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

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 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10515 - Rincon Consultants, Inc.	52678	Marina Grant Support Services REAP 2.0-for Cypress Knolls	Paid by EFT # 3963		11/17/2023	11/20/2023	11/20/2023		11/24/2023	4,800.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			\$4,800.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9948917695	Monthly Verizon Bill-308174766 (10/11-11/10)	Paid by EFT # 3966		11/20/2023	11/20/2023	11/20/2023		11/24/2023	154.79
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			\$154.79
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243117-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 103582		11/03/2023	11/14/2023	11/14/2023		11/24/2023	94.32
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			\$94.32
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 3			\$5,049.11
Division 000 - Non-Div Totals							Invoice Transactions 3			\$5,049.11
Department 410 - Planning Totals							Invoice Transactions 3			\$5,049.11
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10508 - Regional Government Services	15863	Contract Services for October Engineer	Paid by EFT # 3961		10/31/2023	11/14/2023	11/14/2023		11/24/2023	684.00
10508 - Regional Government Services	15862	Contracted Services for October - Superintendent	Paid by EFT # 3961		10/31/2023	11/14/2023	11/14/2023		11/24/2023	3,189.52
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 2			\$3,873.52
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 2			\$3,873.52
Division 000 - Non-Div Totals							Invoice Transactions 2			\$3,873.52
Department 420 - Engineering Totals							Invoice Transactions 2			\$3,873.52



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

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 6300.070 - Prof Svc Building Plan Check & Inspection										
10171 - CSG Consultants	B231907	Building Plan Review Services-10/1/2023 - 10/31/2023	Paid by EFT # 3960		11/01/2023	11/16/2023	11/16/2023		11/24/2023	5,603.76
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions	1		\$5,603.76
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$5,603.76
Division 000 - Non-Div Totals							Invoice Transactions	1		\$5,603.76
Department 430 - Building Inspection Totals							Invoice Transactions	1		\$5,603.76
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228669	Custodial Services for October 2023	Paid by Check # 103592		10/23/2023	11/17/2023	11/17/2023		11/24/2023	797.39
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$797.39
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	Nov 2023 520 5	AT&T 831-582-9957 520 5	Paid by Check # 103566		11/13/2023	11/20/2023	11/20/2023		11/24/2023	330.89
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	1		\$330.89
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243117-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 103582		11/03/2023	11/14/2023	11/14/2023		11/24/2023	235.79
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions	1		\$235.79
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services	11294	computer at teen center	Paid by EFT # 3964		10/31/2023	11/16/2023	11/16/2023		11/24/2023	1,417.88
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals							Invoice Transactions	1		\$1,417.88
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$2,781.95
Division 100 - Admin Totals							Invoice Transactions	4		\$2,781.95
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228669	Custodial Services for October 2023	Paid by Check # 103592		10/23/2023	11/17/2023	11/17/2023		11/24/2023	370.19
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$370.19
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$370.19
Division 511 - Youth Totals							Invoice Transactions	1		\$370.19



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

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 510 - Recreation & Culture										
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228669	Custodial Services for October 2023	Paid by Check # 103592		10/23/2023	11/17/2023	11/17/2023		11/24/2023	521.70
							Account 6360.360 - Maint & Repairs Janitorial Totals	Invoice Transactions 1		<u>\$521.70</u>
							Sub-Division 00 - Non-Subdiv Totals	Invoice Transactions 1		<u>\$521.70</u>
							Division 512 - Teen Totals	Invoice Transactions 1		<u>\$521.70</u>
Division 513 - Senior										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228669	Custodial Services for October 2023	Paid by Check # 103592		10/23/2023	11/17/2023	11/17/2023		11/24/2023	370.19
							Account 6360.360 - Maint & Repairs Janitorial Totals	Invoice Transactions 1		<u>\$370.19</u>
							Sub-Division 00 - Non-Subdiv Totals	Invoice Transactions 1		<u>\$370.19</u>
							Division 513 - Senior Totals	Invoice Transactions 1		<u>\$370.19</u>
							Department 510 - Recreation & Culture Totals	Invoice Transactions 7		<u>\$4,044.03</u>
							Fund 100 - General Fund Totals	Invoice Transactions 49		<u>\$42,560.11</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

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 827-8	PG&E - 0423929827-8	Paid by Check # 103585		11/12/2023	11/20/2023	11/20/2023		11/24/2023	134.42
10463 - Pacific Gas & Electric	Nov 2023 535-3	PG&E - 6161832535-3	Paid by Check # 103585		11/12/2023	11/20/2023	11/20/2023		11/24/2023	287.60
10463 - Pacific Gas & Electric	Nov 2023 851-0	PG&E - 3440977851-0	Paid by Check # 103585		11/14/2023	11/20/2023	11/20/2023		11/24/2023	192.83
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions 3			<u>\$614.85</u>
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056049 103123	Imjin Rd (Irrigation/Backflow Accts)	Paid by Check # 103581		10/31/2023	11/14/2023	11/14/2023		11/24/2023	207.14
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 1			<u>\$207.14</u>
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243117-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 103582		11/03/2023	11/14/2023	11/14/2023		11/24/2023	1,451.56
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			<u>\$1,451.56</u>
Account 6400.733 - Material & Suppl Signs										
10108 - Capitol Barricade, Inc.	159399	Crosswalk, Reservation Rd, Yield, No U-turn	Paid by Check # 103571		11/15/2023	11/16/2023	11/16/2023		11/24/2023	1,504.89
Account 6400.733 - Material & Suppl Signs Totals							Invoice Transactions 1			<u>\$1,504.89</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10540 - Sierra Springs & Alhambra	14225799 111323	209 Cypress Ave	Paid by Check # 103588		11/13/2023	11/14/2023	11/14/2023		11/24/2023	156.89
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions 1			<u>\$156.89</u>
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110345498	Shop Supplies	Paid by Check # 103565		11/17/2023	11/16/2023	11/16/2023		11/24/2023	62.36
11248 - Bear Electrical Solutions, Inc.	20759	Traffic Signal Maintenance Response	Paid by Check # 103568		10/28/2023	11/16/2023	11/16/2023		11/24/2023	1,170.00
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 2			<u>\$1,232.36</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 9			<u>\$5,167.69</u>
Division 000 - Non-Div Totals							Invoice Transactions 9			<u>\$5,167.69</u>
Department 000 - Non-Dept Totals							Invoice Transactions 9			<u>\$5,167.69</u>
Fund 220 - Gas Tax Totals							Invoice Transactions 9			<u>\$5,167.69</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

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										
11755 - Unlimited Environmental, Inc.	22-071-RET D	Final Dunes Retention	Paid by EFT # 3965		08/31/2023	11/15/2023	11/15/2023		11/24/2023	85,952.85
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$85,952.85
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$85,952.85
Division 000 - Non-Div Totals							Invoice Transactions	1		\$85,952.85
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$85,952.85
Fund 223 - FORA Dissolution Totals							Invoice Transactions	1		\$85,952.85



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

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 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2023 272-1	PG&E - 2862559272-1	Paid by Check # 103585		11/16/2023	11/20/2023	11/20/2023		11/24/2023	42.15
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions 1			\$42.15
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$42.15
Division 000 - Non-Div Totals							Invoice Transactions 1			\$42.15
Department 000 - Non-Dept Totals							Invoice Transactions 1			\$42.15
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions 1			\$42.15



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 422 - Capital Projects - Measure X										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11847 - BKF Engineers	23101161	Design Services for Resident Streets Reconstruction	Paid by Check # 103569		10/26/2023	11/13/2023	11/13/2023		11/24/2023	16,622.56
11847 - BKF Engineers	23101030	Marina Pavement Management Program	Paid by Check # 103569		10/26/2023	11/13/2023	11/13/2023		11/24/2023	19,756.50
11847 - BKF Engineers	23090978	Residential Street Reconstruction	Paid by Check # 103569		09/21/2023	11/14/2023	11/14/2023		11/24/2023	6,380.46
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	3		<u>\$42,759.52</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		<u>\$42,759.52</u>
Division 000 - Non-Div Totals							Invoice Transactions	3		<u>\$42,759.52</u>
Department 000 - Non-Dept Totals							Invoice Transactions	3		<u>\$42,759.52</u>
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	3		<u>\$42,759.52</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

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										
10425 - Monterey Peninsula Engineering	09-12-4	Imjin Widening	Paid by Check # 103583		10/24/2023	11/15/2023	11/15/2023		11/24/2023	302,518.00
10425 - Monterey Peninsula Engineering	23-10-14 RET	California Ave Pedestrian Crossing Installation	Paid by Check # 103583		11/01/2023	11/16/2023	11/16/2023		11/24/2023	22,097.99
10425 - Monterey Peninsula Engineering	23-08-14 RET	Gloria Jean Tate Park Improvements Project	Paid by Check # 103583		08/31/2023	11/16/2023	11/16/2023		11/24/2023	54,006.82
10425 - Monterey Peninsula Engineering	23-09-05	California Ave Pedestrian Crossing Installation	Paid by Check # 103583		09/27/2023	11/14/2023	11/14/2023		11/24/2023	7,487.60
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 4			\$386,110.41
Account 6700.105 - Capital Outlay Construction										
10942 - Rental Depot	351393-1	equestrian center	Paid by Check # 103587		10/10/2023	11/16/2023	11/16/2023		11/24/2023	1,685.01
Account 6700.105 - Capital Outlay Construction Totals							Invoice Transactions 1			\$1,685.01
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 5			\$387,795.42
Division 000 - Non-Div Totals							Invoice Transactions 5			\$387,795.42
Department 000 - Non-Dept Totals							Invoice Transactions 5			\$387,795.42
Fund 462 - City Capital Projects Totals							Invoice Transactions 5			\$387,795.42



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

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 6360.280 - Maint & Repairs Habitat Management Svc										
10250 - Gavilan Pest Control	157106	Airport Bldg 520	Paid by Check		11/20/2023	11/21/2023	11/21/2023		11/24/2023	1,150.00
		Squirrels	# 103576							
10250 - Gavilan Pest Control	157107	Airport Bldg 520	Paid by Check		11/20/2023	11/21/2023	11/21/2023		11/24/2023	75.00
		Rodents	# 103576							
Account 6360.280 - Maint & Repairs Habitat Management Svc Totals								Invoice Transactions	2	\$1,225.00
Account 6360.440 - Maint & Repairs Landscape General										
10154 - Commercial Environment Landscape	2796-1123	Airport Landscape Services November 2023	Paid by EFT # 3959		11/19/2023	11/20/2023	11/16/2023		11/24/2023	2,900.00
Account 6360.440 - Maint & Repairs Landscape General Totals								Invoice Transactions	1	\$2,900.00
Account 6360.448 - Maint & Repairs Lighting										
10728 - Ace Hardware-Public Works	86835	LED Lights and accessories for hangar 554-A5	Paid by Check # 103564		11/16/2023	11/16/2023	11/16/2023		11/24/2023	129.96
Account 6360.448 - Maint & Repairs Lighting Totals								Invoice Transactions	1	\$129.96
Account 6360.450 - Maint & Repairs Maint & Repairs										
10728 - Ace Hardware-Public Works	86453	Plugs for Conference room	Paid by Check # 103564		11/15/2023	11/16/2023	11/16/2023		11/24/2023	5.45
10728 - Ace Hardware-Public Works	86848	Batteries for Gate Clickers	Paid by Check # 103564		11/17/2023	11/20/2023	11/16/2023		11/24/2023	30.55
Account 6360.450 - Maint & Repairs Maint & Repairs Totals								Invoice Transactions	2	\$36.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9948917695	Monthly Verizon Bill-308174766 (10/11-11/10)	Paid by EFT # 3966		11/20/2023	11/20/2023	11/20/2023		11/24/2023	51.58
Account 6380.120 - Utilities Comm Mobile & Pager Totals								Invoice Transactions	1	\$51.58
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243117-IN	Fuel Regular/Ethanol and Diesel	Paid by Check # 103582		11/03/2023	11/14/2023	11/14/2023		11/24/2023	141.48
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals								Invoice Transactions	1	\$141.48
Account 6400.232 - Material & Suppl Fuel - Aviation Jet A										
10227 - Epic Aviation	7746568	JetA Fuel	Paid by Check # 103575		10/10/2023	11/09/2023	11/14/2023		11/24/2023	33,748.36
Account 6400.232 - Material & Suppl Fuel - Aviation Jet A Totals								Invoice Transactions	1	\$33,748.36
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	9	\$38,232.38
Division 000 - Non-Div Totals								Invoice Transactions	9	\$38,232.38
Department 000 - Non-Dept Totals								Invoice Transactions	9	\$38,232.38
Fund 555 - Marina Airport Totals								Invoice Transactions	9	\$38,232.38
Grand Totals								Invoice Transactions	77	\$602,510.12



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 110 - City Council										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.630 - Other Charges Promotional Activities										
11938 - Museum of Handcar Technology LLC	100	3 Rail Bike Tour Tickets	Paid by Check		10/30/2023	11/08/2023	11/08/2023		12/01/2023	447.00
		- Sister City Delegates	# 103635							
11867 - Silvia Herrera Cruz - Tico's Breakfast and Lunch	11032023	Catering Service	Paid by Check		11/03/2023	11/08/2023	11/08/2023		12/01/2023	479.52
		Mayor's Assoc.	# 103649							
		Luncheon Nov.3 2023								
Account 6600.630 - Other Charges Promotional Activities Totals							Invoice Transactions	2		\$926.52
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$926.52
Division 000 - Non-Div Totals							Invoice Transactions	2		\$926.52
Department 110 - City Council Totals							Invoice Transactions	2		\$926.52
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background										
11788 - City Management Advisors LLC - Peckham & McKenney	Inv. #1	Peckham & McKenney - City Attorney Recruitment	Paid by Check		11/09/2023	11/13/2023	11/13/2023		12/01/2023	13,500.00
			# 103609							
11041 - NEOGOV - Government Jobs.com Inc.	INV-39611	NEOGOV	Paid by EFT #		02/18/2024	11/13/2023	11/13/2023		12/01/2023	6,279.87
			3984							
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals							Invoice Transactions	2		\$19,779.87
Account 6300.310 - Prof Svc HR - Labor Relation& Negotiation										
10335 - Liebert Cassidy Whitmore	254157	LCW - Professional Services	Paid by Check		10/31/2023	11/20/2023	11/20/2023		12/01/2023	5,533.50
			# 103627							
Account 6300.310 - Prof Svc HR - Labor Relation& Negotiation Totals							Invoice Transactions	1		\$5,533.50
Account 6300.465 - Prof Svc Legal - Special Counsel										
11505 - Shartsis Friese LLP	5483161	Professional Services - MPWSP - October 2023	Paid by Check		11/21/2023	11/21/2023	11/21/2023		12/01/2023	196,142.10
			# 103646							
Account 6300.465 - Prof Svc Legal - Special Counsel Totals							Invoice Transactions	1		\$196,142.10
Account 6300.570 - Prof Svc Other										
11811 - Chaplin and Hill Investigative Services LLC	23-08_5	Chaplin and Hill Investigative Services LLC	Paid by Check		11/04/2023	11/07/2023	11/07/2023		12/01/2023	6,779.28
			# 103606							
10335 - Liebert Cassidy Whitmore	254335	LCW - Professional Services	Paid by Check		10/31/2023	11/20/2023	11/20/2023		12/01/2023	3,530.00
			# 103627							
10335 - Liebert Cassidy Whitmore	254364	LCW - Professional Services	Paid by Check		10/31/2023	11/20/2023	11/20/2023		12/01/2023	1,305.00
			# 103627							
10335 - Liebert Cassidy Whitmore	254373	LCW - Professional Services	Paid by Check		10/31/2023	11/20/2023	11/20/2023		12/01/2023	581.00
			# 103627							
10335 - Liebert Cassidy Whitmore	254384	LCW - Professional Services	Paid by Check		10/31/2023	11/20/2023	11/20/2023		12/01/2023	613.50
			# 103627							



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 6300.570 - Prof Svc Other										
10335 - Liebert Cassidy Whitmore	254351	LCW - Professional Services	Paid by Check # 103627		10/31/2023	11/20/2023	11/20/2023		12/01/2023	448.50
10335 - Liebert Cassidy Whitmore	254182	LCW - Professional Services	Paid by Check # 103627		10/31/2023	11/20/2023	11/20/2023		12/01/2023	310.50
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 7	\$13,567.78
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243145-IN	Regular Ethenol	Paid by Check # 103634		11/10/2023	11/21/2023	11/21/2023		12/01/2023	125.48
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$125.48
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	334749724001	Office Depot	Paid by Check # 103638		09/28/2023	11/07/2023	11/07/2023		12/01/2023	344.13
10732 - Office Depot-General Account	342516574-a	Office Depot	Paid by Check # 103638		11/16/2023	11/27/2023	11/27/2023		12/01/2023	67.96
10732 - Office Depot-General Account	342516574-b	Office Depot	Paid by Check # 103638		11/22/2023	11/27/2023	11/27/2023		12/01/2023	6.98
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 3	\$419.07
Account 6500.700 - Training & Travel Training & Travel										
10400 - Monterey County Business Council	1950	View from D.C with Congressmembers - Layne Long	Paid by Check # 103632		11/09/2023	11/14/2023	11/14/2023		12/01/2023	65.00
Account 6500.700 - Training & Travel Training & Travel Totals									Invoice Transactions 1	\$65.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 16	\$235,632.80
Division 000 - Non-Div Totals									Invoice Transactions 16	\$235,632.80
Department 120 - City Mgr/HR/Risk Totals									Invoice Transactions 16	\$235,632.80
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10905 - Taygeta Scientific, Inc.	000423-R-0059	Computer Network Defense - December 2023	Paid by Check # 103652		11/01/2023	11/21/2023	11/21/2023		12/01/2023	2,000.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals									Invoice Transactions 1	\$2,000.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$2,000.00
Division 000 - Non-Div Totals									Invoice Transactions 1	\$2,000.00
Department 125 - I. T. Totals									Invoice Transactions 1	\$2,000.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.215 - Prof Svc Fin - Audit										
11476 - Chavan & Associates LLP	C&A-18052	2023 Audit Service City/Abrams/Preston Audit	Paid by Check # 103607		11/18/2023	11/20/2023	11/20/2023		12/01/2023	5,700.00
Account 6300.215 - Prof Svc Fin - Audit Totals									Invoice Transactions 1	\$5,700.00
Account 6400.565 - Material & Suppl Office Supplies										
10999 - Tyler Business Forms - The Artina Group Inc.	88560	Tyler Business Forms W-2 and 1099	Paid by Check # 103657		11/21/2023	11/21/2023	11/21/2023		12/01/2023	212.53
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 1	\$212.53
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$5,912.53
Division 000 - Non-Div Totals									Invoice Transactions 2	\$5,912.53
Department 130 - Finance Totals									Invoice Transactions 2	\$5,912.53
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11718 - Noland, Hamerly, Etienne & Hoss	239028	Professional Legal Services - Oct.-Nov 2023	Paid by Check # 103637		11/20/2023	11/27/2023	11/27/2023		12/01/2023	29,405.50
10257 - Goldfarb & Lipman	468321	General - October 2023	Paid by EFT # 3981		11/13/2023	11/14/2023	11/14/2023		12/01/2023	2,203.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals									Invoice Transactions 2	\$31,608.50
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$31,608.50
Division 000 - Non-Div Totals									Invoice Transactions 2	\$31,608.50
Department 150 - City Attorney Totals									Invoice Transactions 2	\$31,608.50
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Nov 2023 172-2	PG&E - 5618207172-2	Paid by Check # 103639		11/17/2023	11/27/2023	11/27/2023		12/01/2023	771.38
10463 - Pacific Gas & Electric	Nov 2023 683-2	PG&E 6217294683-2	Paid by Check # 103639		11/16/2023	11/27/2023	11/27/2023		12/01/2023	147.52
10463 - Pacific Gas & Electric	Nov 2023 795-7	PG&E - 4467294795-7	Paid by Check # 103639		11/20/2023	11/27/2023	11/27/2023		12/01/2023	476.11
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 3	\$1,395.01
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056025 111723	327 Reindollar Ave	Paid by Check # 103629		11/17/2023	11/27/2023	11/27/2023		12/01/2023	71.92
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 1	\$71.92



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10540 - Sierra Springs & Alhambra	7266038 112423	Water Cooler Rental and Replacement Water	Paid by Check # 103648		11/24/2023	11/21/2023	11/21/2023		12/01/2023	126.90
10469 - Stordok	53548040	Document Shredding Services - City Hall	Paid by Check # 103651		11/21/2023	11/21/2023	11/21/2023		12/01/2023	60.00
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 2			<u>\$186.90</u>
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-291-56155	Document Sent to Old Republic Title Company - VTC Project	Paid by Check # 103614		10/20/2023	11/27/2023	11/27/2023		12/01/2023	35.39
10235 - FedEx	9-663-22876	Late Fee Charges for Invoice #8-291-56155	Paid by Check # 103614		11/24/2023	11/27/2023	11/27/2023		12/01/2023	2.83
10509 - Reserve Account - Pitney Bowes	1024297787	Replacement Ink Cartridge	Paid by Check # 103642		11/21/2023	11/21/2023	11/21/2023		12/01/2023	272.01
Account 6400.635 - Material & Suppl Postage Shipping Totals							Invoice Transactions 3			<u>\$310.23</u>
Account 6600.010 - Other Charges Alarm										
10239 - First Alarm	785045	Alarm Monitoring - 211 Hillcrest Ave - Dec. 2023-Feb. 2024	Paid by EFT # 3980		11/15/2023	11/21/2023	11/21/2023		12/01/2023	103.80
10239 - First Alarm	787436	Alarm Monitoring - 3200 Del Monte Blvd - VDP - Dec 2023- Feb.2024	Paid by EFT # 3980		11/15/2023	11/21/2023	11/21/2023		12/01/2023	166.71
10981 - Sentry Alarm Systems of America, Inc.	2234663	Alarm Monitoring - Sports Center Dec. 2023-Feb. 2024	Paid by Check # 103645		11/15/2023	11/14/2023	11/14/2023		12/01/2023	285.00
Account 6600.010 - Other Charges Alarm Totals							Invoice Transactions 3			<u>\$555.51</u>
Account 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	514966084	City Hall Copier Lease Payment - November 2023	Paid by Check # 103630		11/04/2023	11/14/2023	11/14/2023		12/01/2023	380.20
Account 6600.452 - Other Charges Leased Copier Totals							Invoice Transactions 1			<u>\$380.20</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 13			<u>\$2,899.77</u>
Division 000 - Non-Div Totals							Invoice Transactions 13			<u>\$2,899.77</u>
Department 190 - Citywide Non-Dept Totals							Invoice Transactions 13			<u>\$2,899.77</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background										
11949 - Jay Hirokawa	2024-0000934	Reimbursement - Jay Hirokawa	Paid by Check # 103623		11/28/2023	11/28/2023	11/28/2023		12/01/2023	292.39
11950 - Randy Hopkins	2024-00000935	Reimbursement - Randy Hopkins	Paid by Check # 103641		11/28/2023	11/28/2023	11/28/2023		12/01/2023	1,293.18
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals									Invoice Transactions 2	\$1,585.57
Account 6300.570 - Prof Svc Other										
11723 - Hardee Polygraph Services - Heather Hardee	MPD23-04	Reed, Harley; Jimenez, Juan	Paid by Check # 103618		11/27/2023	11/27/2023	11/27/2023		12/01/2023	600.00
10334 - Lexis Nexis Risk Solutions	1308841-20231031	Billing ID #1308841	Paid by Check # 103626		10/31/2023	11/27/2023	11/27/2023		12/01/2023	150.00
10342 - Monterey County Peace Officers Association-MCPOA	2023069R	Marina 2023	Paid by Check # 103633		10/11/2023	11/27/2023	11/27/2023		12/01/2023	630.00
10456 - Shred-it USA - Stericycle, Inc.	8005001115	Cust #1000200361	Paid by Check # 103647		10/18/2023	11/27/2023	11/27/2023		12/01/2023	162.03
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 4	\$1,542.03
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228692	Janitorial Service - Police/Fire/Airport November 2023`	Paid by EFT # 3978		11/22/2023	11/27/2023	11/27/2023		12/01/2023	1,308.34
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$1,308.34
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4175065868	Mat Service - Police/Fire 11/24/23	Paid by Check # 103608		11/24/2023	11/27/2023	11/27/2023		12/01/2023	44.09
11698 - Crossroads Software, Inc.	7666	Marina PD - Annual Maintenance and Support	Paid by Check # 103611		10/04/2023	11/27/2023	11/27/2023		12/01/2023	3,900.00
10239 - First Alarm	787437	Cust #9537 - Marina Public Safety Dept.	Paid by EFT # 3980		11/15/2023	11/29/2023	11/29/2023		12/01/2023	199.80
10905 - Taygeta Scientific, Inc.	001080	SentinalOne End Point Detection & Response Mod - Nov 2023	Paid by Check # 103652		11/01/2023	11/14/2023	11/14/2023		12/01/2023	348.75
10627 - Zoom Imaging Solutions	IN3760061	Acct # SOS-CIT-1600-Z	Paid by Check # 103656		10/20/2023	11/29/2023	11/29/2023		12/01/2023	847.93
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 5	\$5,340.57
Account 6360.680 - Maint & Repairs Radio Equip										
10331 - Stommell Inc. / LEHR	SI94979	Cust #51724	Paid by Check # 103650		11/03/2023	11/29/2023	11/29/2023		12/01/2023	1,208.81
10331 - Stommell Inc. / LEHR	SI92711	Cust #51724	Paid by Check # 103650		09/20/2023	11/29/2023	11/29/2023		12/01/2023	560.00
Account 6360.680 - Maint & Repairs Radio Equip Totals									Invoice Transactions 2	\$1,768.81



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
11941 - Humboldt Petroleum, Inc.	118651	Acct #13680	Paid by Check # 103620		11/15/2023	11/21/2023	11/21/2023		12/01/2023	85.00
11941 - Humboldt Petroleum, Inc.	INV-098182	Acct ID #13680	Paid by Check # 103620		10/15/2023	11/29/2023	11/29/2023		12/01/2023	102.00
Account 6360.850 - Maint & Repairs Vehicle Totals									Invoice Transactions 2	<u>\$187.00</u>
Account 6370.010 - Shared Svc 911										
10411 - Monterey County - Emergency Communications	12-01-23	Monterey County Emergency Communication Quarter 3 Invoice 23/24	Paid by Check # 103631		12/01/2023	11/28/2023	11/28/2023		12/01/2023	114,288.73
Account 6370.010 - Shared Svc 911 Totals									Invoice Transactions 1	<u>\$114,288.73</u>
Account 6370.535 - Shared Svc NGEN O & M										
10411 - Monterey County - Emergency Communications	12-01-23	Monterey County Emergency Communication Quarter 3 Invoice 23/24	Paid by Check # 103631		12/01/2023	11/28/2023	11/28/2023		12/01/2023	7,947.69
Account 6370.535 - Shared Svc NGEN O & M Totals									Invoice Transactions 1	<u>\$7,947.69</u>
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9947125644	Acct #272493672-00001	Paid by EFT # 3987		10/18/2023	11/14/2023	11/14/2023		12/01/2023	1,618.01
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	<u>\$1,618.01</u>
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	11-13-23	Acct #325820676	Paid by Check # 103598		11/13/2023	11/27/2023	11/27/2023		12/01/2023	197.25
10053 - AT & T	11-21-23	Acct #051 935-4017 001	Paid by Check # 103598		11/21/2023	11/29/2023	11/29/2023		12/01/2023	48.61
10758 - AT & T CALNET3	000020821303	BAN #9391023478	Paid by Check # 103599		11/15/2023	11/27/2023	11/27/2023		12/01/2023	61.12
10057 - Avaya, Inc.	2221760086	Statement #2734752336	Paid by EFT # 3977		10/28/2023	11/14/2023	11/14/2023		12/01/2023	10.30
10057 - Avaya, Inc.	2221766610	Statement #2734752336	Paid by EFT # 3977		11/03/2023	11/14/2023	11/14/2023		12/01/2023	2.19
10057 - Avaya, Inc.	2734752336	Acct #0100828859	Paid by EFT # 3977		11/04/2023	11/29/2023	11/29/2023		12/01/2023	12.49
10374 - Maynard Group Inc.	IN2041159	Acct #AC3746	Paid by EFT # 3983		11/01/2023	11/14/2023	11/14/2023		12/01/2023	668.84
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 7	<u>\$1,000.80</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	09-28-23 A	Acct #000056 091	Paid by Check # 103629		09/28/2023	11/28/2023	11/28/2023		12/01/2023	172.08
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		1	\$172.08
Account 6400.020 - Material & Suppl Ammunition										
11322 - Dooley Enterprises, Inc.	66567	Marina Police Department	Paid by Check # 103612		10/12/2023	11/27/2023	11/27/2023		12/01/2023	4,950.28
Account 6400.020 - Material & Suppl Ammunition Totals							Invoice Transactions		1	\$4,950.28
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243145-IN	Regular Ethenol	Paid by Check # 103634		11/10/2023	11/21/2023	11/21/2023		12/01/2023	4,768.18
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		1	\$4,768.18
Account 6400.565 - Material & Suppl Office Supplies										
10987 - J.P. Cooke Company	805264	Job #1510254	Paid by Check # 103621		11/03/2023	11/14/2023	11/14/2023		12/01/2023	90.05
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions		1	\$90.05
Account 6400.720 - Material & Suppl Safety Equip										
10727 - Ace Hardware-Public Safety	086852	Cust #116	Paid by Check # 103593		11/19/2023	11/27/2023	11/27/2023		12/01/2023	11.84
10029 - Altius Medical	19962	Cust #175	Paid by Check # 103595		11/14/2023	11/21/2023	11/21/2023		12/01/2023	9.80
10490 - Proforce	535289	Cust #002247	Paid by Check # 103640		11/21/2023	11/29/2023	11/29/2023		12/01/2023	1,048.80
Account 6400.720 - Material & Suppl Safety Equip Totals							Invoice Transactions		3	\$1,070.44
Account 6400.800 - Material & Suppl Uniform										
10309 - Salinas Valley Pro Squad	40305	Cox	Paid by Check # 103644		11/07/2023	11/29/2023	11/29/2023		12/01/2023	172.88
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions		1	\$172.88
Account 6500.700 - Training & Travel Training & Travel										
11408 - Johnson, Christopher	11-29-23	Reimbursement - Charges Incurred for Training/Travel	Paid by EFT # 3982		11/29/2023	11/29/2023	11/29/2023		12/01/2023	189.18
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions		1	\$189.18
Account 6600.465 - Other Charges Live Scan										
10193 - California Department of Justice	691962	Cust #110312	Paid by Check # 103603		11/03/2023	11/27/2023	11/27/2023		12/01/2023	128.00
Account 6600.465 - Other Charges Live Scan Totals							Invoice Transactions		1	\$128.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.485 - Other Charges Medical Svc - Investigations										
11942 - Bay Area PL Services/BayPLS	16906	Marina Police Department	Paid by Check # 103600		09/30/2023	11/29/2023	11/29/2023		12/01/2023	225.00
11723 - Hardee Polygraph Services - Heather Hardee	MPD23-03	Texis Coyt, Yvonne	Paid by Check # 103618		08/26/2023	11/21/2023	11/21/2023		12/01/2023	300.00
10445 - Natividad Medical Center	09-06-23	Marina Police Department	Paid by Check # 103636		09/06/2023	11/27/2023	11/27/2023		12/01/2023	62.00
10445 - Natividad Medical Center	05-09-23	Marina Police Department	Paid by Check # 103636		05/09/2023	11/27/2023	11/27/2023		12/01/2023	62.00
Account 6600.485 - Other Charges Medical Svc - Investigations Totals								Invoice Transactions	4	\$649.00
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc										
11791 - Carey Harold Lindgre Lindgren's Canine Consultation Services	10-30-23	Monthly Maintenance K-9 Training - Oct 2023	Paid by Check # 103628		10/30/2023	11/14/2023	11/14/2023		12/01/2023	250.00
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc Totals								Invoice Transactions	1	\$250.00
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	41	\$149,027.64
Division 000 - Non-Div Totals								Invoice Transactions	41	\$149,027.64
Department 210 - Police Totals								Invoice Transactions	41	\$149,027.64
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228692	Janitorial Service - Police/Fire/Airport November 2023`	Paid by EFT # 3978		11/22/2023	11/27/2023	11/27/2023		12/01/2023	516.66
Account 6360.360 - Maint & Repairs Janitorial Totals								Invoice Transactions	1	\$516.66
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4175065868	Mat Service - Police/Fire 11/24/23	Paid by Check # 103608		11/24/2023	11/27/2023	11/27/2023		12/01/2023	144.89
10623 - Xerox Financial Services	5093145	FD Monthly Copier Charges 11/17/23 - 12/16/23	Paid by Check # 103655		11/27/2023	11/27/2023	11/27/2023		12/01/2023	261.33
Account 6360.570 - Maint & Repairs Other Svc Agr Totals								Invoice Transactions	2	\$406.22
Account 6370.010 - Shared Svc 911										
10411 - Monterey County - Emergency Communications	12-01-23	Monterey County Emergency Communication Quarter 3 Invoice 23/24	Paid by Check # 103631		12/01/2023	11/28/2023	11/28/2023		12/01/2023	12,698.75
Account 6370.010 - Shared Svc 911 Totals								Invoice Transactions	1	\$12,698.75



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6370.535 - Shared Svc NGEN O & M										
10411 - Monterey County - Emergency Communications	12-01-23	Monterey County Emergency Communication Quarter 3 Invoice 23/24	Paid by Check # 103631		12/01/2023	11/28/2023	11/28/2023		12/01/2023	2,960.90
Account 6370.535 - Shared Svc NGEN O & M Totals										Invoice Transactions 1
										\$2,960.90
Account 6400.100 - Material & Suppl CSA 74 Funded										
10077 - Bound Tree Medical	85027223	Medical Supplies - Respirators, Gloves, Adult Electrodes & etc.	Paid by Check # 103601		07/18/2023	11/20/2023	11/20/2023		12/01/2023	3,065.90
10077 - Bound Tree Medical	85028939	Medical Supplies - Biohazard Bags, Red	Paid by Check # 103601		07/19/2023	11/20/2023	11/20/2023		12/01/2023	85.22
10077 - Bound Tree Medical	85033162	Medical Supplies - Cardiac G5 Adult Electrodes	Paid by Check # 103601		07/24/2023	11/20/2023	11/20/2023		12/01/2023	245.64
10077 - Bound Tree Medical	85066257	Medical Supplies - G5 AED IntelliSense Lithium Battery	Paid by Check # 103601		08/23/2023	11/20/2023	11/20/2023		12/01/2023	738.72
Account 6400.100 - Material & Suppl CSA 74 Funded Totals										Invoice Transactions 4
										\$4,135.48
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243145-IN	Regular Ethanol	Paid by Check # 103634		11/10/2023	11/21/2023	11/21/2023		12/01/2023	376.44
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 1
										\$376.44
Account 6500.700 - Training & Travel Training & Travel										
10650 - Dunlap, Ronald	522894	Parking at Monterey Airport - Training in Maryland	Paid by Check # 103613		11/11/2023	11/27/2023	11/27/2023		12/01/2023	128.00
10650 - Dunlap, Ronald	72050918610130	Lodging for Training in Maryland, Fire Academy	Paid by Check # 103613		11/14/2023	11/27/2023	11/27/2023		12/01/2023	132.35
Account 6500.700 - Training & Travel Training & Travel Totals										Invoice Transactions 2
										\$260.35
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 12
										\$21,354.80
Division 000 - Non-Div Totals										Invoice Transactions 12
										\$21,354.80
Department 250 - Fire Totals										Invoice Transactions 12
										\$21,354.80



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10080 - Branch's Janitorial	228685	Tate Park Scout House	Paid by EFT # 3978		11/21/2023	11/21/2023	11/21/2023		12/01/2023	2,325.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals								Invoice Transactions	1	\$2,325.00
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10263 - Green Line	86168	Bio Cell Vac Out Parking Lot Interceptor	Paid by Check # 103617		11/20/2023	11/21/2023	11/21/2023		12/01/2023	1,000.00
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals								Invoice Transactions	1	\$1,000.00
Account 6360.440 - Maint & Repairs Landscape General										
10250 - Gavilan Pest Control	0157375	190 Seaside Circle Gophers	Paid by Check # 103615		11/09/2023	11/21/2023	11/21/2023		12/01/2023	300.00
Account 6360.440 - Maint & Repairs Landscape General Totals								Invoice Transactions	1	\$300.00
Account 6360.445 - Maint & Repairs Maint - Perc Ponds										
10090 - California Department of Forestry and Fire Pr.	0000001549341	Gabilan Camp	Paid by Check # 103602		11/28/2023	11/27/2023	11/27/2023		12/01/2023	1,454.16
Account 6360.445 - Maint & Repairs Maint - Perc Ponds Totals								Invoice Transactions	1	\$1,454.16
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	086847	Outlets/Electrical	Paid by Check # 103594		11/17/2023	11/21/2023	11/21/2023		12/01/2023	64.41
10728 - Ace Hardware-Public Works	086857	Park Maintenance	Paid by Check # 103594		11/21/2023	11/21/2023	11/21/2023		12/01/2023	55.66
10728 - Ace Hardware-Public Works	086870	Park Maintenance	Paid by Check # 103594		11/21/2023	11/21/2023	11/21/2023		12/01/2023	16.35
10275 - Home Depot Credit Service	11-13-23	Home Depot (6035 3225 0395 9813)	Paid by Check # 103619		11/13/2023	11/21/2023	11/21/2023		12/01/2023	54.52
Account 6360.690 - Maint & Repairs Supplies Totals								Invoice Transactions	4	\$190.94
Account 6370.535 - Shared Svc NGEN O & M										
10411 - Monterey County - Emergency Communications	12-01-23	Monterey County Emergency Communication Quarter 3 Invoice 23/24	Paid by Check # 103631		12/01/2023	11/28/2023	11/28/2023		12/01/2023	3,258.41
Account 6370.535 - Shared Svc NGEN O & M Totals								Invoice Transactions	1	\$3,258.41
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056034 110823	3240 De Forest Road	Paid by Check # 103629		11/08/2023	11/20/2023	11/20/2023		12/01/2023	558.32
10349 - Marina Coast Water District	000056014 110823	3200 Del Monte Blvd	Paid by Check # 103629		11/08/2023	11/20/2023	11/20/2023		12/01/2023	3,130.38
10349 - Marina Coast Water District	000056011 110823	3254 Abdy Way (Tate-Park Irrigation)	Paid by Check # 103629		11/08/2023	11/20/2023	11/20/2023		12/01/2023	2,214.95
10349 - Marina Coast Water District	000056102 103123	9th St & 4th Ave	Paid by Check # 103629		10/31/2023	11/21/2023	11/21/2023		12/01/2023	308.76



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056099	9th Street West of 2nd	Paid by Check		10/31/2023	11/21/2023	11/21/2023		12/01/2023	177.74
	103123	Avenue	# 103629							
10349 - Marina Coast Water District	000056098	3254 Abdy Way (Tate	Paid by Check		11/08/2023	11/21/2023	11/21/2023		12/01/2023	52.60
	110823	Park-Building)	# 103629							
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 6			\$6,442.75
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243145-IN	Regular Ethenol	Paid by Check		11/10/2023	11/21/2023	11/21/2023		12/01/2023	188.20
			# 103634							
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			\$188.20
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110349733	PW Uniforms	Paid by Check		11/24/2023	11/27/2023	11/27/2023		12/01/2023	154.83
			# 103596							
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 1			\$154.83
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 17			\$15,314.29
Division 311 - Buildings & Grounds Totals							Invoice Transactions 17			\$15,314.29
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
11230 - Golden State Truck & Trailer Repair, Inc.	W 43075	2007 Ferrara Fire	Paid by Check		11/20/2023	11/20/2023	11/20/2023		12/01/2023	5,728.39
			# 103616							
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions 1			\$5,728.39
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$5,728.39
Division 313 - Vehicle Maint Totals							Invoice Transactions 1			\$5,728.39
Department 310 - Public Works Totals							Invoice Transactions 18			\$21,042.68
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11199 - WALD, RUHNKE & DOST ARCHITECTS, LLP	2314801	October 2023-Acrchitecural Rendering for Cypress Knolls	Paid by Check		10/31/2023	11/21/2023	11/21/2023		12/01/2023	2,761.27
			# 103653							
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			\$2,761.27



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.100 - Fee Agr Costs - Planning										
10171 - CSG Consultants	53947	Professional Services	Paid by EFT # 3979		11/16/2023	11/27/2023	11/27/2023		12/01/2023	220.00
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions	1		\$220.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243145-IN	Regular Ethenol	Paid by Check # 103634		11/10/2023	11/21/2023	11/21/2023		12/01/2023	125.48
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions	1		\$125.48
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
10046 - ARC (Former San Jose Blue)	12301919	Plotter November 2023	Paid by Check # 103597		11/21/2023	11/27/2023	11/27/2023		12/01/2023	289.99
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals							Invoice Transactions	1		\$289.99
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$3,396.74
Division 000 - Non-Div Totals							Invoice Transactions	4		\$3,396.74
Department 410 - Planning Totals							Invoice Transactions	4		\$3,396.74
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check										
10171 - CSG Consultants	53960	Sea Haven Inspection Phase 3B	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	1,815.00
10171 - CSG Consultants	53961	Sea Haven Inspection Phase 4	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	9,405.00
10171 - CSG Consultants	53963	Sea Haven Phase 3A Inspection	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	2,310.00
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check Totals							Invoice Transactions	3		\$13,530.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	53947	Professional Services	Paid by EFT # 3979		11/16/2023	11/27/2023	11/27/2023		12/01/2023	10,945.00
10171 - CSG Consultants	53962	Sea Haven Phase 3 Map/Plan Review	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	585.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	2		\$11,530.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment										
10171 - CSG Consultants	53947	Professional Services	Paid by EFT # 3979		11/16/2023	11/27/2023	11/27/2023		12/01/2023	5,115.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment Totals							Invoice Transactions	1		\$5,115.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.190 - Prof Svc Engineering Svc Interagency										
10171 - CSG Consultants	53947	Professional Services	Paid by EFT # 3979		11/16/2023	11/27/2023	11/27/2023		12/01/2023	14,740.00
Account 6300.190 - Prof Svc Engineering Svc Interagency Totals									Invoice Transactions 1	\$14,740.00
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	53958	Lightfighter Village (229 Hayes)	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	2,420.00
10171 - CSG Consultants	53965	Seacrest Apartments 3108 Seacrest Ave	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	165.00
10171 - CSG Consultants	53966	USA Properties BMR Site 1	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	3,630.00
10171 - CSG Consultants	53967	USA Properties BMR Site 2	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	165.00
10171 - CSG Consultants	53968	via del Mar	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	1,155.00
10171 - CSG Consultants	53969	Via Del Mar Subdivision (3220 Abdy Way)	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	6,295.00
Account 6330.200 - Fee Agr Costs - Engineering Totals									Invoice Transactions 6	\$13,830.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 13	\$58,745.00
Division 000 - Non-Div Totals									Invoice Transactions 13	\$58,745.00
Department 420 - Engineering Totals									Invoice Transactions 13	\$58,745.00
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.070 - Prof Svc Building Plan Check & Inspection										
10171 - CSG Consultants	53964	Sea Haven Phase 4 Map/Plan Review	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	2,275.00
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals									Invoice Transactions 1	\$2,275.00
Account 6400.565 - Material & Suppl Office Supplies										
10456 - Shred-it USA - Stericycle, Inc.	8005428889	Shred Old Planning/Building Documents	Paid by Check # 103647		11/25/2023	11/27/2023	11/27/2023		12/01/2023	1,515.41
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 1	\$1,515.41
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$3,790.41
Division 000 - Non-Div Totals									Invoice Transactions 2	\$3,790.41
Department 430 - Building Inspection Totals									Invoice Transactions 2	\$3,790.41



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228693	Custodial Services November 2023	Paid by EFT # 3978		11/22/2023	11/29/2023	11/29/2023		12/01/2023	797.39
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$797.39
Account 6380.150 - Utilities Comm Phone System										
10603 - Verizon Wireless	9949529584	542484588-00001	Paid by EFT # 3987		11/17/2023	11/29/2023	11/29/2023		12/01/2023	259.80
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 1	\$259.80
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243145-IN	Regular Ethenol	Paid by Check # 103634		11/10/2023	11/21/2023	11/21/2023		12/01/2023	313.70
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$313.70
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
11770 - Ron Powell	11-19-23	Reimbursement	Paid by Check # 103643		11/19/2023	11/27/2023	11/27/2023		12/01/2023	120.75
11770 - Ron Powell	11-21-23	Reimbursement	Paid by Check # 103643		11/21/2023	11/27/2023	11/27/2023		12/01/2023	279.21
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals									Invoice Transactions 2	\$399.96
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 5	\$1,770.85
Division 100 - Admin Totals									Invoice Transactions 5	\$1,770.85
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228693	Custodial Services November 2023	Paid by EFT # 3978		11/22/2023	11/29/2023	11/29/2023		12/01/2023	370.19
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$370.19
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$370.19
Division 511 - Youth Totals									Invoice Transactions 1	\$370.19
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228693	Custodial Services November 2023	Paid by EFT # 3978		11/22/2023	11/29/2023	11/29/2023		12/01/2023	521.70
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$521.70
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$521.70
Division 512 - Teen Totals									Invoice Transactions 1	\$521.70



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 510 - Recreation & Culture										
Division 513 - Senior										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228693	Custodial Services November 2023		Paid by EFT # 3978	11/22/2023	11/29/2023	11/29/2023		12/01/2023	370.19
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions 1			<u>\$370.19</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			<u>\$370.19</u>
Division 513 - Senior Totals							Invoice Transactions 1			<u>\$370.19</u>
Department 510 - Recreation & Culture Totals							Invoice Transactions 8			<u>\$3,032.93</u>
Fund 100 - General Fund Totals							Invoice Transactions 134			<u>\$539,370.32</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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	329-1.Nov23	430 Marina Heights Dr	Paid by Check		11/14/2023	11/20/2023	11/20/2023		12/01/2023	37.80
		Unit A (2391581329-1)	# 103639							
10463 - Pacific Gas & Electric	Nov 2023 683-2	PG&E 6217294683-2	Paid by Check		11/16/2023	11/27/2023	11/27/2023		12/01/2023	599.31
			# 103639							
10463 - Pacific Gas & Electric	Nov 2023 533-8	PG&E - 2253666533-8	Paid by Check		11/16/2023	11/27/2023	11/27/2023		12/01/2023	143.55
			# 103639							
Account 6380.300 - Utilities Gas & Electric Totals								Invoice Transactions	3	\$780.66
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056084	Crescent/Shuler/Irrigati	Paid by Check		11/08/2023	11/20/2023	11/20/2023		12/01/2023	28.34
	110823	on	# 103629							
10349 - Marina Coast Water District	000056037	2nd Ave	Paid by Check		10/31/2023	11/20/2023	11/20/2023		12/01/2023	195.51
	103123		# 103629							
10349 - Marina Coast Water District	00056036	2nd Ave/Divarty &	Paid by Check		10/31/2023	11/20/2023	11/20/2023		12/01/2023	195.51
	103123	Intergarrison	# 103629							
10349 - Marina Coast Water District	000056032	Crescent Ave/Costa Del	Paid by Check		11/08/2023	11/20/2023	11/20/2023		12/01/2023	62.91
	110823	Mar East Side	# 103629							
10349 - Marina Coast Water District	000056030	Crescent Ave/Reser	Paid by Check		11/08/2023	11/20/2023	11/20/2023		12/01/2023	38.22
	110823	Rd/Ramada Inn	# 103629							
10349 - Marina Coast Water District	000056008	Reservation & Del	Paid by Check		11/08/2023	11/20/2023	11/20/2023		12/01/2023	28.34
	110823	Monte	# 103629							
10349 - Marina Coast Water District	000056087	Crescent Ave/Costa Del	Paid by Check		11/08/2023	11/21/2023	11/21/2023		12/01/2023	28.34
	110823	Mar Irrigation	# 103629							
10349 - Marina Coast Water District	000056086	Crescent Ave/Sirena	Paid by Check		11/08/2023	11/21/2023	11/21/2023		12/01/2023	28.34
	110823	Del Mar Irrigation	# 103629							
10349 - Marina Coast Water District	000056085	Crescent/Whitney	Paid by Check		11/08/2023	11/21/2023	11/21/2023		12/01/2023	28.34
	110823	Irrigation	# 103629							
10349 - Marina Coast Water District	000056027	Calif Ave at Reindollar	Paid by Check		11/17/2023	11/27/2023	11/27/2023		12/01/2023	38.22
	111723		# 103629							
10349 - Marina Coast Water District	000056007	Calif Ave/North of 3rd	Paid by Check		11/17/2023	11/27/2023	11/27/2023		12/01/2023	92.55
	111723		# 103629							
10349 - Marina Coast Water District	00056022	Reser/Marina Auto	Paid by Check		11/17/2023	11/27/2023	11/27/2023		12/01/2023	36.77
	111723	Stereo/Irrigation	# 103629							
10349 - Marina Coast Water District	000056016	Resev Rd & Seacrest	Paid by Check		11/17/2023	11/27/2023	11/27/2023		12/01/2023	36.77
	111723	Ave-Next to Fire Hyd	# 103629							
Account 6380.500 - Utilities Water & Sewer Totals								Invoice Transactions	13	\$838.16
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243145-IN	Regular Ethenol	Paid by Check		11/10/2023	11/21/2023	11/21/2023		12/01/2023	188.22
			# 103634							
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals								Invoice Transactions	1	\$188.22



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 6400.733 - Material & Suppl Signs										
10108 - Capitol Barricade, Inc.	159496	Overhead Mast, Arm, Bracket	Paid by Check # 103605		11/17/2023	11/20/2023	11/20/2023		12/01/2023	2,877.87
10108 - Capitol Barricade, Inc.	159632	No Animals Allowed	Paid by Check # 103605		11/22/2023	11/27/2023	11/27/2023		12/01/2023	178.08
Account 6400.733 - Material & Suppl Signs Totals									Invoice Transactions 2	\$3,055.95
Account 6400.740 - Material & Suppl Special Dept Suppl										
10540 - Sierra Springs & Alhambra	9696351 111823	Corp Yard	Paid by Check # 103648		11/20/2023	11/20/2023	11/20/2023		12/01/2023	195.35
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	\$195.35
Account 6400.780 - Material & Suppl Traffic Signal										
10101 - California Department of Transportation	SL240215	Signals & Lighting Billing July 2023 through September 2023	Paid by Check # 103604		11/17/2023	11/27/2023	11/27/2023		12/01/2023	421.63
Account 6400.780 - Material & Suppl Traffic Signal Totals									Invoice Transactions 1	\$421.63
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110349734	Shop Supplies	Paid by Check # 103596		11/24/2023	11/27/2023	11/27/2023		12/01/2023	62.36
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 1	\$62.36
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 22	\$5,542.33
Division 000 - Non-Div Totals									Invoice Transactions 22	\$5,542.33
Department 000 - Non-Dept Totals									Invoice Transactions 22	\$5,542.33
Fund 220 - Gas Tax Totals									Invoice Transactions 22	\$5,542.33



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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										
11755 - Unlimited Environmental, Inc.	22-071-RET	Final Cypress Knolls Retention	Paid by EFT # 3986		08/31/2023	11/27/2023	11/27/2023		12/01/2023	31,949.02
11489 - Wallace Group, Inc.	60850	Blight Removal	Paid by Check # 103654		11/22/2023	11/22/2023	11/22/2023		12/01/2023	4,072.50
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$36,021.52
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$36,021.52
Division 000 - Non-Div Totals							Invoice Transactions	2		\$36,021.52
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$36,021.52
Fund 223 - FORA Dissolution Totals							Invoice Transactions	2		\$36,021.52



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	53970	Cypress Cove II	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	495.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals									Invoice Transactions 1	\$495.00
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056015 110823	Corner of Cardoza & Dolphin Circle	Paid by Check # 103629		11/08/2023	11/20/2023	11/20/2023		12/01/2023	66.71
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 1	\$66.71
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$561.71
Division 000 - Non-Div Totals									Invoice Transactions 2	\$561.71
Department 000 - Non-Dept Totals									Invoice Transactions 2	\$561.71
Fund 235 - Cypress Cove II AD Totals									Invoice Transactions 2	\$561.71



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 422 - Capital Projects - Measure X										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10171 - CSG Consultants	53971	Annual Street Resurfacing	Paid by EFT # 3979		11/16/2023	11/22/2023	11/22/2023		12/01/2023	3,740.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$3,740.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$3,740.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$3,740.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$3,740.00
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	1		\$3,740.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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										
10316 - Kimley-Horn & Associates	26520482	Salinas Ave Traffic Study	Paid by Check # 103625		10/31/2023	11/27/2023	11/27/2023		12/01/2023	3,257.24
11489 - Wallace Group, Inc.	59922	CA Ave Ped Crossing Bidding Support CCT	Paid by Check # 103654		07/21/2023	11/27/2023	11/27/2023		12/01/2023	486.75
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$3,743.99
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$3,743.99
Division 000 - Non-Div Totals							Invoice Transactions	2		\$3,743.99
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$3,743.99
Fund 462 - City Capital Projects Totals							Invoice Transactions	2		\$3,743.99



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

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 6300.450 - Prof Svc Legal - City Attorney Other Svc										
10315 - Keyser Marston Associates	0038264	Joby CIIP - October 2023	Paid by Check # 103624		11/09/2023	11/14/2023	11/14/2023		12/01/2023	2,982.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals									Invoice Transactions 1	\$2,982.00
Account 6300.570 - Prof Svc Other										
11934 - QT Petroleum on Demand LLC	1726-SP2023U	Cell plan and Access Plan/Support Agreement 5 yrs	Paid by EFT # 3985		11/27/2023	12/27/2023	11/27/2023		12/01/2023	4,755.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$4,755.00
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228692	Janitorial Service - Police/Fire/Airport November 2023`	Paid by EFT # 3978		11/22/2023	11/27/2023	11/27/2023		12/01/2023	410.00
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$410.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Nov 2023 683-2	PG&E 6217294683-2	Paid by Check # 103639		11/16/2023	11/27/2023	11/27/2023		12/01/2023	99.87
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	\$99.87
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	0243145-IN	Regular Ethenol	Paid by Check # 103634		11/10/2023	11/21/2023	11/21/2023		12/01/2023	188.22
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$188.22
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 5	\$8,435.09
Division 000 - Non-Div Totals									Invoice Transactions 5	\$8,435.09
Department 000 - Non-Dept Totals									Invoice Transactions 5	\$8,435.09
Fund 555 - Marina Airport Totals									Invoice Transactions 5	\$8,435.09



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 556 - Preston Park NonProfit Corp										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.215 - Prof Svc Fin - Audit										
11476 - Chavan & Associates LLP	C&A-18052	2023 Audit Service City/Abrams/Preston Audit	Paid by Check # 103607		11/18/2023	11/20/2023	11/20/2023		12/01/2023	4,000.00
Account 6300.215 - Prof Svc Fin - Audit Totals							Invoice Transactions	1		\$4,000.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$4,000.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$4,000.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$4,000.00
Fund 556 - Preston Park NonProfit Corp Totals							Invoice Transactions	1		\$4,000.00



Accounts Payable by G/L Distribution Report

Payment Date Range 12/01/23 - 12/01/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 557 - Abrams B NonProfit Corp										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.215 - Prof Svc Fin - Audit										
11476 - Chavan & Associates LLP	C&A-18052	2023 Audit Service City/Abrams/Preston Audit	Paid by Check # 103607		11/18/2023	11/20/2023	11/20/2023		12/01/2023	3,500.00
Account 6300.215 - Prof Svc Fin - Audit Totals							Invoice Transactions	1		\$3,500.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$3,500.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$3,500.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$3,500.00
Fund 557 - Abrams B NonProfit Corp Totals							Invoice Transactions	1		\$3,500.00
Grand Totals							Invoice Transactions	170		\$604,914.96



Accounts Payable by G/L Distribution Report

Payment Date Range 11/24/23 - 11/24/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 758 - Successor Agency Oblig Retirement										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6650.001 - ROPS #1- Neeson Rd Tax Alloc Bond										
10593 - USDA Rural Development	11-14-23	Case#: 04-027-094232191 Code 97 Loan# 01	Paid by Check # 117		11/14/2023	11/14/2023	11/14/2023		11/24/2023	36,887.49
Account 6650.001 - ROPS #1- Neeson Rd Tax Alloc Bond Totals							Invoice Transactions	1		\$36,887.49
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$36,887.49
Division 000 - Non-Div Totals							Invoice Transactions	1		\$36,887.49
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$36,887.49
Fund 758 - Successor Agency Oblig Retirement Totals							Invoice Transactions	1		\$36,887.49
Grand Totals							Invoice Transactions	1		\$36,887.49



DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
December 5, 2023

MINUTES

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.

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
3. PUBLIC COMMENTS ON CLOSED SESSION: None received
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

Heidi Quinn, Interim City Attorney reported out Closed Session: Council met in closed session with regard to the five items listed. For item 3a, Existing Litigation I had recused myself for a conflict of interest and Mayor Delgado will report out the actions for that. For item 3b and 3c (1-3), council received information, gave directions and no reportable action was taken.

Mayor Delgado reported out for 3a, Council received information, gave direction.

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:**
 - Council Member Biala – Announced the California Competes (CalCompetes) Grant Committee approved the allocation of grant funding for Joby Aviation in the amount of \$9.8 million towards the construction of its expansion facility at the Marina Municipal Airport.
 - Council Member McCarthy – Announced two Marina Foundation events, on December 1, 2023 at 6:00 pm is the Tree Lighting at Vince DiMaggio Park; and on December 2, 2023 is the Santa Run at 10:00am.

- Mayor Pro Tem Medina Dirksen – Stated there’s still time to purchase Wreaths through the Marina Foundation, proceeds to towards the Gordon Nakagawa Scholarship Program. Also mentioned the Hand Cars will be operating this weekend.
- Interim Police Chief Russo – Explained what the Santa Run is about. Santa will be traveling the streets of Marina in a Fire Truck escorted by the Marina Police Department. This will take place on December 2, 2023, starting around 10:00am.
- Recreation Director Willer – Announced the Community Thanksgiving dinner on Thanksgiving Day at the Community Center and there will be two eating times. First time is 11:00am and the second time is at 12:30pm. Commented on the December 1, 2023 Tree Lighting event at Vince DiMaggio Park.

Mayor Delgado announced the Public Comment period for non-consent agenda items will be heard at the end of the meeting and that Agenda Item 10f(2) was being pulled from the agenda to a date uncertain.

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.
- Nancy Amadeo – concerned about the wording for 10g(2) of the consent agenda. It says and uninsured Skydive Monterey Bay and asked if that meant that Skydive Monterey Bay has no insurance?
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.~~ **Pulled by Council Member McCarthy, becomes agenda item 11c**

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

~~Item pulled from agenda by staff, to be heard at a date uncertain~~

g. APPROVAL OF AGREEMENTS:

(1) Adopting **Resolution No. 2023-116**, 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. 2023-117**, 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. 2023-118**, 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. 2023-119**, 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. 2023-120**, 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. 2023-121**, 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. 2023-122**, 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. 2023-123**, 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

Council Member McCarthy requested to pull agenda item 10f(1) and made comments on agenda item 10h(1).

Mayor Pro Tem Medina Dirksen asked quick questions on agenda items 10g(3) and 10g(4)

BIALA/VISSCHER: TO APPROVE THE CONSENT AGENDA MINUS AGENDA ITEMS 10f(1) AND 10f(2). 5-0-0-0 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. 2023-124**, 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).*

Public Comments: None received.

MCCARTHY/BIALA: TO ADOPT RESOLUTION NO. 2023-124, APPROVING A CORRECTION TO EXECUTIVE DIRECTORS SALARY ADJUSTMENTS, AND AUTHORIZING ADJUSTMENTS TO THE CITY'S SALARY SCHEDULE AND COMPENSATION PLAN. 5-0-0-0 Motion Passes

- b. Adopting **Resolution No. 2023-125**, 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).*

City Council discussed the use for the cameras, who would have access to the files and where the cameras would be placed.

Public Comments:

- Margaret Davis – Opposes the placement of FLOCK cameras in Marina, believe it's the beginning of a surveillance state and extremely vulnerable for abuse. Not impressed by endorsement by the ACLU. Urge council not to implement this.

MCCARTHY/MEDINA DIRKSEN: TO ADOPT THE REVISED RESOLUTION NO. 2023-125, 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. 5-0-0-0 Motion Passes

- c. Adopting **Resolution No. 2023-126**, 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. Pulled by Council Member McCarthy, was agenda item 10f(1))*

City Council discussed current process for appointment to commission and would like to look into modifying the process in the future.

Public Comments: None received.

BIALA/DELGADO: TO ADOPT RESOLUTION NO. 2023-126, EXTENDING THE APPOINTMENT OF THE CURRENT TREE COMMITTEE MEMBERS FOR ONE YEAR OR UNTIL JANUARY 1, 2025. 5-0-0-0 Motion Passes

PUBLIC COMMENTS ON CONSENT AGENDA:

- Chandler Roland – Commented on the MST presentation; the Surf Line Project with estimated travel savings and the \$100,000,000 in tax grant funding associated with it. Asked Council to reject this project.

- Glenn Woodson – Suggested alternating from in-person and online public comments to keep it even. Commented on the new Starbucks driveways, specifically the exit onto Del Monte. Developer told council and planning commission this was an exit route, and it is clearly marked enter/exit. Also commented on the potential mural at the Locke Paddon Park restrooms.
- Lisa Berkley – Thanked staff/council for pulling item number 10f(2). This was a controversial item and was not handled correctly. Better procedure is needed for items like this.
- Nancy Amadeo – Commented on the mural project and suggested Marina Youth Arts could be involved and that women of the Marina Community be honored. Suggested having a contest for local artists to submit their work. Commented on the lack of process for public art.
- Grace Silva-Santella – Commented on the Blue Zone Presentation. Submitted/mailed correspondence on agenda item 10f(2), the mural project. City needs written guidelines or a formal process for public art on public land or private property. Property owners should have a say on what art is placed around the city.
- Mia Nguyen – Commented on the MST Presentation. Does not believe the ridership numbers are accurate. Asked to see specifics on how this would benefit Marina.

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

15. ADJOURNMENT: The meeting adjourned at 9:17 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 5, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING REGULAR CITY COUNCIL MEETING SCHEDULE FOR
2024 CALENDAR YEAR.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2023-, approving regular City Council meeting schedule for 2024 Calendar Year.

BACKGROUND:

The City Council meets regularly on the first and third Tuesdays of each month.

Historically, City Council meetings scheduled for the Tuesday after a holiday have been rescheduled to the Wednesday following the holiday. This change to the regular schedule allows City Council members and the public an opportunity to ask questions from staff sufficiently in advance of attendance at a regular City Council meeting.

In 2024, the holidays and special events that may affect agenda packet review include: New Year's Day (Monday, January 2nd Observed) Martin Luther King Jr, Birthday (Monday, January 15th), Presidents Day (Monday, February 19th); National Night Out (Tuesday, August 6th); Labor Day (Monday, September 2nd); and Election Day (Tuesday, November 5th).

ANALYSIS:

Staff is proposing that the City Council consider a modification to our meeting schedule that cancels one of the council meetings in each of June, July, and August. This would make it easier for the council and staff to schedule time for vacation during the summer months when school is out and when people typically take vacations and not have to miss a council meeting to take a vacation. This would also assist in helping staff maintain a better work/life balance.

Many cities and counties schedule a summer break for staff and council. Some will not schedule any meetings during one particular summer month, others will do a schedule as staff is proposing. This change will require more efficiency in the remaining meetings for June, July, and August, however, since we will be in the second year of our two-year budget cycle, we will not be scheduling any budget meetings during the summer which will make the transition to the proposed schedule easier.

We are proposing that we cancel the 2nd council meeting of the summer months, which would be the June 18th, July 16th, and August 20th city council meetings.

The 2024 Calendar is proposed which includes rescheduling nine (9) meeting dates (“**EXHIBIT A**”).

1. Regular meeting of Tuesday, January 2, 2024 (Cancelled) due to New Year's Day
2. Regular meeting of Tuesday, January 16, 2024, to Wednesday, January 17, 2024
3. Regular meeting of Tuesday, February 20, 2024, to Wednesday, February 21, 2024

4. Regular meeting of Tuesday, June 18, 2024 (Cancelled) due to summer vacation.
5. Regular meeting of Tuesday, July 15, 2024 (Cancelled) due to summer vacation.
6. Regular meeting of Tuesday, August 6, 2024, to Wednesday, August 7, 2024
7. Regular meeting of Tuesday, August 20, 2024 (Cancelled) due to summer vacation.
8. Regular meeting of Tuesday, September 3, 2024, to Wednesday, September 4, 2024
9. Regular meeting of Tuesday, November 5, 2024, to Wednesday, November 6, 2024

Rescheduling these meeting dates will allow the time necessary for questions and clarifications from the City Council and any interested parties.

As a matter of governance, the City holds City Council meetings and establishing the 2024 calendar in advance provides the City Council, staff and public advanced notice in regard to when the regular business of the City will be discussed.

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,

Anita Sharp
Deputy City Clerk
City of Marina

REVIEW AND CONCUR

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING REGULAR MEETING SCHEDULE FOR 2024 CALENDAR YEAR

WHEREAS, In 2024, the holidays and special events that may affect agenda packet review include: New Year's Day (Monday, January 2nd Observed) Martin Luther King Jr, Birthday (Monday, January 15th), Presidents Day (Monday, February 19th); National Night Out (Tuesday, August 6th); Labor Day (Monday, September 2nd); and Election Day (Tuesday, November 5th).

WHEREAS, the 2024 Calendar is proposed which includes rescheduling the regular meetings of:

1. Regular meeting of Tuesday, January 2, 2024 (Cancelled) due to New Year's Day
2. Regular meeting of Tuesday, January 16, 2024, to Wednesday, January 17, 2024
3. Regular meeting of Tuesday, February 20, 2024, to Wednesday, February 21, 2024
4. Regular meeting of Tuesday, June 18, 2024 (Cancelled) due to summer vacation.
5. Regular meeting of Tuesday, July 16, 2024 (Cancelled) due to summer vacation.
6. Regular meeting of Tuesday, August 6, 2024, to Wednesday, August 7, 2024
7. Regular meeting of Tuesday, August 20, 2024 (Cancelled) due to summer vacation.
8. Regular meeting of Tuesday, September 3, 2024, to Wednesday, September 4, 2024
9. Regular meeting of Tuesday, November 5, 2024, to Wednesday, November 6, 2024

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Marina hereby approves the Regular Meeting schedule for 2024 Calendar Year (**"Exhibit A"**).

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 6th day of December 2024, 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



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
PH. 831. 884.1278; FAX 831.384.9148
www.cityofmarina.org

MARINA CITY COUNCIL REGULAR MEETING SCHEDULE 2024

Tuesday, January 2, 2024 (Cancelled)
****Wednesday, January 17, 2024***

Tuesday, February 6, 2024
****Wednesday, February 21, 2024***

Tuesday, March 5, 2024
Tuesday, March 19, 2024

Tuesday, April 2, 2024
Tuesday, April 16, 2024

Tuesday, May 7, 2024
Tuesday, May 21, 2024

Tuesday, June 4, 2024
Tuesday, June 18, 2024 (Cancelled)

Tuesday, July 2, 2024
Tuesday, July 16, 2024 (Cancelled)

*****Wednesday, August 7, 2023***
Tuesday, August 20, 2024 (Cancelled)

****Wednesday, September 4, 2024***
Tuesday, September 17, 2024

Tuesday, October 1, 2024
Tuesday, October 15, 2024

******Wednesday, November 6, 2024***
Tuesday, November 19, 2024

Tuesday, December 3, 2024
Tuesday, December 17, 2024

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

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

***** Regular Meeting rescheduled due to Election Day**

November 27, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 5, 2023

Honorable Chair and Members
of the Abrams B and Preston Park

Abrams B NPC Meeting
of December 5, 2023

Sustainable Community Non-Profit Corporation Boards

Preston Park Sustainable
Community NPC Meeting
of December 5, 2023

**APPROVAL OF AMENDMENT NO. 5 EXTENDING THE AMENDED
MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARINA, CITY OF
MARINA ABRAMS B NON-PROFIT CORPORATION, AND GREYSTAR
CALIFORNIA, INC. UNTIL DECEMBER 31, 2024 FOR ABRAMS B HOUSING
AREA; AND APPROVAL OF AMENDMENT NO. 5 EXTENDING THE AMENDED
MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARINA, CITY OF
MARINA PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT, AND
GREYSTAR CALIFORNIA, INC. UNTIL DECEMBER 31, 2024 FOR PRESTON
PARK HOUSING AREA**

REQUEST:

It is requested that the City Council, Board of Directors Abrams B Non-Profit Corporation, and Board of Directors Preston Park Sustainable Community Non-Profit Corporation consider:

- (1) Adopting Resolution No. 2023- and Resolution No. 2023- (NPC), approving Amendment No. 5 to the Amended Management Agreement Between City of Marina, City of Marina Abrams B Non-Profit Corporation, and Greystar California, Inc. for Abrams B Housing Area, and
- (2) Authorizing City Manager/Executive Director to execute Amendment No. 5 to the Amended Management Agreement on Behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel.
- (3) Adopting Resolution No. 2023- and Resolution No. 2023- (PPSC-NPC), approving Amendment No. 5 to the Amended Management Agreement Between City of Marina, City of Marina Preston Park Sustainable Community Non-Profit Corporation, and Greystar California, Inc. for Preston Park Housing Area, and
- (4) Authorizing City Manager/Executive Director to execute Amendment No. 5 to the Amended Management Agreement on Behalf of the City and the Non-Profit Corporation subject to final review and approval by the City Attorney/Non-Profit Corporation Legal Counsel.

BACKGROUND:

Abrams Park

The City is the owner of the Abrams B housing area, and the Abrams B Non-Profit Corporation is the lessee of the property. At a regular meeting of October 16, 2007, the City Council adopted Resolution No. 2007-249 and the Non-Profit Corporation Board adopted Resolution No. 2007-01 (NPC) approving the Management Agreement with Alliance Residential LLC (which became Alliance Communities Inc. in May 2009) for management of the Abrams housing area. The agreement remained in effect through December 31, 2018.

At a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-143 and the Abrams B Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement with Alliance Communities, Inc (which became Greystar California, Inc. on June 1, 2020).

The Amended Management Agreement has been extended annually through four (4) Amendments. The current term will expire on December 31, 2023. As proposed, Amendment No. 5 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2024, to December 31, 2024 (“**EXHIBIT A**”).

Preston Park

The City of Marina purchased Preston Park from the Fort Ord Reuse Authority in September 2015 and approved a Management Agreement between the City of Marina, Preston Park Sustainable Community Non-Profit Corporation and Alliance Communities Inc., for the Preston Park Housing Area. This Agreement expired December 31, 2018.

At a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-144 and the Preston Park Sustainable Community Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement with Alliance Communities, Inc (which became Greystar California, Inc. on June 1, 2020).

The Amended Management Agreement has been extended annually through four (4) Amendments. The current term will expire on December 31, 2023. As proposed, Amendment No. 5 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2024, to December 31, 2023 (“**EXHIBIT B**”).

ANALYSIS:

The proposed Amendment No. 5 to the Amended Management Agreements found in **EXHIBIT A** and **EXHIBIT B** extend the terms of the Agreements from January 1, 2024, to December 31, 2024.

Historically, the City Council has requested that a review of Greystar’s performance be conducted prior to consideration of an extension of their agreement for the next year. The following performance measurements continue to be monitored and reviewed with the Preston and Abrams Parks and Tenant’s Association representatives and Greystar during the budget process and throughout the year. The measures include.

- Revenue vs. expenses vs. budget performance
- Maintenance of the property
- Relationship/communication with residents
- Community appearance
- Capital improvement project status
- Resident complaints
- Responses to service requests
- Suggestions from tenant’s association

Staff is recommending that the agreement with Greystar be extended for another year, through December 31, 2024.

FISCAL IMPACT:

Should the City Council, Abrams B Non-Profit Corporation Board, and Preston Park Sustainable Community Non-Profit Corporation Board approve the request, the Amendment No. 5 to the Amended Management Agreements do not change the compensation to Greystar and rental revenue would continue to be collected on and after January 1, 2024, until December 31, 2024.

CONCLUSION:

This request is submitted for City Council and Non-Profit Corporation Boards consideration and possible action.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-
RESOLUTION NO. 2023- (NPC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING
AMENDMENT NO. 5 TO AN AMENDED MANAGEMENT AGREEMENT BETWEEN THE
CITY OF MARINA, CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION AND
GREYSTAR CALIFORNIA, INC. FOR ABRAMS B HOUSING AREA, AUTHORIZING
CITY MANAGER TO EXECUTE THE AMENDMENT NO. 5 TO THE AMENDED
MANAGEMENT AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at a regular meeting of October 16, 2007, the City Council adopted Resolution No. 2007-249 and the Non-Profit Corporation Board adopted Resolution No. 2007-01 (NPC) approving the Management Agreement with Alliance Residential LLC (which became Alliance Communities Inc. in May 2009) for management of the Abrams housing area, which expired on December 31, 2018; and,

WHEREAS, at a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-143 and the Abrams B Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement with Alliance Communities, Inc (which became Greystar California, Inc. on June 1, 2020); and,

WHEREAS, the Amended Management Agreement has been extended annual through four (4) Amendments, the latest term will expire on December 31, 2023; and,

WHEREAS, the proposed, Amendment No. 5 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2024 to December 31, 2024 (“**EXHIBIT A**”); and,

WHEREAS, pursuant to the Assignment Agreement, the Management Agreement may not be terminated without the prior written consent of the Federal National Mortgage Association (“Fannie Mae”); and,

WHEREAS, Amendment No. 5 to the Amended Management Agreement does not change the compensation to Greystar under the Management Agreement and rental revenue would continue to be collected on and after January 1, 2024 until December 31, 2024.

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

1. Approve Amendment No. 5 to the Amended Management Agreement between the City of Marina, the City of Marina Abrams B Non-Profit Corporation and Greystar California, Inc. for Abrams B Housing Area (**EXHIBIT A**) extending the term of the Management Agreement from January 1, 2024 to December 31, 2024; and,
2. Authorize the City Manager to execute Amendment No. 5 to the Amended Management Agreement for Abrams B on behalf of the City, subject to final review and approval by the City Attorney.

Resolution No. 2023-
Resolution No. 2023- (NPC)
Page Two

PASSED AND ADOPTED by the City Council at a regular meeting duly held on the 5th day of December 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

RESOLUTION NO. 2023-
RESOLUTION NO. 2023- (PPSC-NPC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AND THE BOARD OF DIRECTORS OF THE PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION APPROVING AMENDMENT NO. 5 TO THE AMENDED MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARINA AND GREYSTAR CALIFORNIA, INC. FOR PRESTON PARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 5 TO THE AMENDED MANAGMENT AGREEMENT SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the City of Marina purchased Preston Park from the Fort Ord Reuse Authority in September 2015 and approved a Management Agreement between the City of Marina, Preston Park Sustainable Community Non-Profit Corporation and Alliance Communities Inc. (which became Alliance Communities Inc. in May 2009), for the Preston Park Housing Area, which expired on December 31, 2018; and,

WHEREAS, at a regular meeting of December 4, 2018, the City Council adopted Resolution No. 2018-144 and the Preston Park Sustainable Community Non-Profit Corporation Board adopted Resolution No. 2018-08 (NPC) which approved an Amended Management Agreement with Alliance Communities, Inc (which became Greystar California, Inc. on June 1, 2020); and,

WHEREAS, WHEREAS, the Amended Management Agreement has been extended annual through four (4) Amendments, the latest term will expire on December 31, 2023; and,

WHEREAS, the proposed, Amendment No. 5 to the Amended Management Agreement would extend the term of the Management Agreement from January 1, 2024 to December 31, 2024 (“**EXHIBIT B**”); and,

WHEREAS, pursuant to the Assignment Agreement, the Management Agreement may not be terminated without the prior written consent of the Federal National Mortgage Association (“Fannie Mae”); and,

WHEREAS, Amendment No. 5 to the Amended Management Agreement does not change the compensation to Greystar under the Management Agreement and rental revenue would continue to be collected on and after January 1, 2024 until December 31, 2024.

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

1. Approve Amendment No. 5 to the Amended Management Agreement between the City of Marina, the City of Marina Preston Park Sustainable Community Non-Profit Corporation and Greystar California, Inc. for the Preston Park Housing Area (**EXHIBIT B**) extending the term of the Management Agreement from January 1, 2024 to December 31, 2024; and,
2. Authorize the City Manager to execute Amendment No. 5 to the Amended Management Agreement for Preston Park Sustainable Community Non-Profit Corporation Board on behalf of the City, subject to final review and approval by the City Attorney.

Resolution No. 2023-
Resolution No. 2023- (PPSC-NPC)
Page Two

PASSED AND ADOPTED by the City Council at a regular meeting duly held on the 5th day of December 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

**AMENDMENT NO. 5 TO THE
AMENDED MANAGEMENT AGREEMENT
FOR
ABRAMS PARK**

THIS AMENDMENT NO. 5 TO THE AMENDED MANAGEMENT AGREEMENT (“Amendment No. 5”) is made and entered into on December __, 2023, by and between the City of Marina, a California municipality, and Abrams B Non-Profit Corporation, a California nonprofit public benefit corporation, (collectively referred to as “Owner,”) and Greystar California, Inc., a Delaware corporation, (hereinafter referred to as “Operator”), as assignee of Alliance Communities II, LLC, a Delaware limited liability company formerly known as Alliance Communities, Inc. (formerly a Delaware corporation),” as follows:

RECITALS

1. On October 16, 2007, Owner and Operator’s predecessor in interest entered into a Management Agreement for day-to-day property management services of the Abrams Park multifamily residential apartment project (“Abrams Park”); and

2. On dates subsequent to October 16, 2007, Owner and Operator’s predecessor(s) entered into various amendments of the agreement; and

3. On November 28, 2019, the City Council approved an Amended Management Agreement for Abrams Park (“Agreement”), which has received four (4) annual amendments to extend the term, the most recent of which was approved on December 6, 2022; and

4. Owner and Operator, as the Owner’s managing agent wish to extend the services contained in the Agreement.

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to enter into this Amendment No. 5, and to amend the Agreement effective as of the date first written above as follows:

1. Section 2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

“2.1 TERM. The term of this Agreement shall commence on January 1, 2024, unless an earlier date is agreed to by City, the current operator and Operator, and shall continue to and include December 31, 2024, unless terminated as provided herein or extended in writing by mutual agreement thereto.”

2. Only the numbered paragraphs of the Agreement that are being amended are set forth in this Amendment No. 5. All references in this Amendment No. 5 to a

separate instrument or agreement shall include such instrument or agreement as the same may have been amended or supplemented from time to time pursuant to the applicable provisions thereof.

3. Capitalized terms used but not defined in this Amendment No. 5 shall have the meanings given to them in the Agreement.

4. Integration. This Amendment No. 5 and the Agreement represent the entire agreement concerning this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment No. 5 and the Agreement merge into this Amendment No. 5 and the Agreement.

5. Counterparts. This Amendment No. 5 may be executed in any number of counterparts and all of counterparts taken together shall be deemed to constitute one and the same instrument.

6. Authority. Each individual executing this Amendment No. 5 represents and warrants that they are duly authorized to execute and deliver this Amendment No. 5 and that this Amendment No. 5 is binding in accordance with its terms.

Except as provided above, the Agreement is in all other respects in full force and effect.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 on the date and year first written above.

OWNER:

CITY OF MARINA

By: _____

Name: Layne Long

Title: City Manager

Date: _____

CITY OF MARINA ABRAMS B NON-PROFIT CORPORATION

By: _____

Name: Layne Long

Title: Executive Officer

Date: _____

Approved pursuant to City Council Resolution No. 2023-_____ and Abrams B Non-Profit Corporation Resolution No. 2023-_____

Attest:

By: _____

City Clerk

Approved as to Form

By: _____

City Attorney

OPERATOR:

GREYSTAR CALIFORNIA, INC.,
a Delaware corporation

By: _____

Name: Gerard Stephen Donohue, Jr.

Title: Vice President
Designated Broker – Officer
DRE License # 12655072

Date: _____

EXHIBIT “B”

Abrams Park Management Agreement

GREYSTAR CALIFORNIA, INC.

MANAGEMENT STRUCTURE

The Senior Management Team for Preston Park and Abrams Park:

**Regional Property Manager
Regional Maintenance Manager
Manager of Performance and Strategy
Regional Marketing Manager
Director of Real Estate**

Regional Property Manager has an office at Schoonover Park. She will be at the communities at least two days a week and will have the capacity to spend additional time as needed. She will be responsible for all compliance training related to the approved below market rate rental program.

Regional Maintenance Manager will perform monthly site inspections in addition to overseeing any capital projects that require completion. He will spend no less than two days per month at the community and possibly more depending on the capital project requirements.

Manager of Performance & Strategy and Regional Marketing Manager will spend no less than one day each month at the site providing leasing and customer service training and marketing resources. They are also available on an as needed basis for one-on-one training.

Director of Real Estate will be at the site no less than once per month.

The team above is available to meet with the Owner as needed. Owner is to provide operator with an annual calendar of expected meetings during transition period.

**AMENDMENT NO. 5 TO THE
AMENDED MANAGEMENT AGREEMENT
FOR
PRESTON PARK**

THIS AMENDMENT NO. 5 TO THE AMENDED MANAGEMENT AGREEMENT (“Amendment No. 5”) is made and entered into on December __, 2023, by and between the City of Marina, a California municipality, and Preston Park Sustainable Nonprofit Corporation, a California nonprofit public benefit corporation, (collectively referred to as “Owner,”) and Greystar California, Inc., a Delaware corporation (hereinafter referred to as “Operator”), as assignee of Alliance Communities II, LLC, a Delaware limited liability company formerly known as Alliance Communities, Inc. (formerly a Delaware corporation) as follows:

RECITALS

1. On October 16, 2007, Owner and Operator’s predecessor in interest entered into a Management Agreement for day-to-day property management services of the Preston Park multifamily residential apartment project (“Preston Park”); and

2. On dates subsequent to October 16, 2007, Owner and Operator’s predecessor(s) entered into various amendments of the agreement; and

3. On November 28, 2019, the City Council approved an Amended Management Agreement for Preston Park (“Agreement”), which has received four (4) annual amendments to extend the term, the most recent of which was approved on December 6, 2022; and

4. Owner and Operator, as the Owner’s managing agent, wish to extend the services contained in the Agreement.

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to enter into this Amendment No. 5, and to amend the Agreement effective as of the date first written above as follows:

1. Section 2.1 of the Agreement is hereby amended and restated to read in its entirety as follows:

“2.1 **TERM.** The term of this Agreement shall commence on January 1, 2024, unless an earlier date is agreed to by City, the current operator and Operator, and shall continue to and include December 31, 2024 unless terminated as provided herein or extended in writing by mutual agreement thereto.”

2. Only the numbered paragraphs of the Agreement that are being amended are set forth in this Amendment No. 5. All references in this Amendment No. 5 to a

separate instrument or agreement shall include such instrument or agreement as the same may have been amended or supplemented from time to time pursuant to the applicable provisions thereof.

3. Capitalized terms used but not defined in this Amendment No. 5 shall have the meanings given to them in the Agreement.

4. Integration. This Amendment No. 5 and the Agreement represent the entire agreement concerning this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment No. 5 and the Agreement merge into this Amendment No. 5 and the Agreement.

5. Counterparts. This Amendment No. 5 may be executed in any number of counterparts and all of counterparts taken together shall be deemed to constitute one and the same instrument.

6. Authority. Each individual executing this Amendment No. 5 represents and warrants that they are duly authorized to execute and deliver this Amendment No. 5 and that this Amendment No. 5 is binding in accordance with its terms.

Except as provided above, the Agreement is in all other respects in full force and effect.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 on the date and year first written above.

OWNER:

CITY OF MARINA

By: _____

Name: Layne Long

Title: City Manager

Date: _____

PRESTON PARK SUSTAINABLE COMMUNITY NONPROFIT CORPORATION

By: _____

Name: Layne Long

Title: Executive Officer

Date: _____

Approved pursuant to City Council Resolution No. 2023-_____ and Preston Park Sustainable Nonprofit Corporation Resolution No. 2023-_____

Attest:

By: _____

City Clerk

Approved as to Form

By: _____

City Attorney

OPERATOR:

GREYSTAR CALIFORNIA, INC.,
a Delaware corporation

By: _____

Name: Gerard Stephen Donohue, Jr.

Title: Vice President
Designated Broker – Officer
DRE License # 12655072

Date: _____

EXHIBIT “B”

Preston Park Management Agreement

GREYSTAR CALIFORNIA, INC.

MANAGEMENT STRUCTURE

The Senior Management Team for Preston Park and Abrams Park:

**Regional Property Manager
Regional Maintenance Manager
Manager of Performance & Strategy
Regional Marketing Manager
Director of Real Estate**

Regional Property Manager, has an office at Schoonover Park. She will be at the communities at least two days a week and will have the capacity to spend additional time as needed. She will be responsible for all compliance training related to the approved below market rate rental program.

Regional Maintenance Manager, will perform monthly site inspections in addition to overseeing any capital projects that require completion. He will spend no less than two days per month at the community and possibly more depending on the capital project requirements.

Manager of Performance & Strategy and Regional Marketing Manager, will spend no less than one day each month at the site providing leasing and customer service training and marketing resources. They are also available on an as needed basis for one-on-one training.

Director of Real Estate, will be at the site no less than once per month.

The team above is available to meet with the Owner as needed. Owner is to provide operator with an annual calendar of expected meetings during transition period.

November 30, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 5, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING A PUBLIC IMPROVEMENT AGREEMENT FOR SEA HAVEN
PHASE 4B BETWEEN THE CITY OF MARINA AND THE CONTRACTING
PARTIES OF 104 INVESTMENTS, LLC, LOCANS INVESTMENTS, LLC,
WATHEN CASTANOS PETERSON HOMES, INC., AND WATHEN
CASTANOS PETERSON COASTAL, LP, AND; AUTHORIZING CITY
MANAGER TO EXECUTE THE PUBLIC IMPROVEMENT 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 a Public Improvement Agreement for Sea Haven Phase 4B between the City of Marina and the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., and Wathen Castanos Peterson Coastal, LP, and;
2. Authorizing the City Manager to execute the Public Improvement Agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of March 21, 2006, the City Council adopted Resolution No. 2006-56, approving the Phase 1 Final Map for the Marina Heights Development Project Subdivision and subdivision improvement agreement. The Phase 1 final map and improvement plans were only for the major roadways (Arterials) and utilities for the Marina Heights Project.

At the regular meeting of September 6, 2006, the City Council adopted Resolution 2006-228, approving the Phase 2 Final Map for the Marina Heights Subdivision the Subdivision Improvement Agreement. The Phase 2 final map and improvement plans are for the first 299 residential units in the Marina Heights Project.

At the regular meeting of August 7, 2019, the City Council adopted Resolution 2019-78 and 2019-81, approving the Phase 5A Subdivision Improvement Agreement and the Final Map for the Marina Heights (now Sea Haven) Subdivision.

At the regular meeting of February 19, 2020, the City Council adopted Resolution 2020-20, approving the Phase 3A Subdivision Improvement Agreement for the Marina Heights (now Sea Haven) Subdivision.

At the regular meeting of March 16, 2021, the City Council adopted Resolution 2021-18, approving the Public Improvement Agreement for Sea Haven Phase 3B.

ANALYSIS:

The developer contracting parties have submitted the Phase 4B Final Map and Improvement Plans for approval. The Public Improvement Agreement has also been submitted and will provide labor and materials and faithful performance bonds required for the recordation of the Phase 4B Final Map. It has been determined that the Tentative Map Conditions of Approval will be met with the inclusion of the Public Improvement Agreement. The Agreement has been found consistent with the conditions of the Development Agreement and previous Public Improvement Agreements.

The Phase 4B final map and improvement plans are for 88 residential units in the Marina Heights Project. The Phase 4B final map and improvement plans include the specific neighborhood improvements such as parks and open space that support 88 residential units including 18 below market rate (BMR) single family residential units and one BMR condo site. The condo site will have six units for a total of 24 below market rate units for this phase.

All required future phased final maps must meet all the appropriate conditions of approval and will be presented to 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 for Phase 4B, the Developer will post a bond in the amount of One Million Two Hundred Twenty-Seven Thousand Dollars (\$1,227,000) for completion of the public improvements and a bond in the amount of One Million Two Hundred Twenty-Seven Thousand Dollars (\$1,227,000) to secure payment for labor and materials prior to the recording of the Phase 4B Final Map.

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
City of Marina

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY OF MARINA APPROVING A PUBLIC IMPROVEMENT AGREEMENT FOR SEA HAVEN PHASE 4B BETWEEN THE CITY OF MARINA AND THE CONTRACTING PARTIES OF 104 INVESTMENTS, LLC, LOCANS INVESTMENTS, LLC, WATHEN CASTANOS PETERSON HOMES, INC., AND WATHEN CASTANOS PETERSON COASTAL, LP, AND; AUTHORIZING CITY MANAGER TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of March 21, 2006, the City Council adopted Resolution No. 2006-56, approving the Phase 1 Final Map for the Marina Heights Development Project Subdivision and subdivision improvement agreement. The Phase 1 final map and improvement plans were only for the major roadways (Arterials) and utilities for the Marina Heights Project, and;

WHEREAS, at the regular meeting of September 6, 2006, the City Council adopted Resolution 2006-228, approving the Phase 2 Final Map for the Marina Heights Subdivision the Subdivision Improvement Agreement. The Phase 2 final map and improvement plans are for the first 299 residential units in the Marina Heights Project, and;

WHEREAS, at the regular meeting of August 7, 2019, the City Council adopted Resolution 2019-78 and 2019-81, approving the Phase 5A Subdivision Improvement Agreement and the Final Map for the Marina Heights (now Sea Haven) Subdivision, and;

WHEREAS, at the regular meeting of February 19, 2020, the City Council adopted Resolution 2020-20, approving the Phase 3A Subdivision Improvement Agreement for the Marina Heights (now Sea Haven) Subdivision, and;

WHEREAS, at the regular meeting of March 16, 2021, the City Council adopted Resolution 2021-18, approving the Public Improvement Agreement for Sea Haven Phase 3B, and;

WHEREAS, the developer contracting parties have submitted the Phase 4B Final Map and Improvement Plans for approval. The Public Improvement Agreement has also been submitted and will provide labor and materials and faithful performance bonds required for the recordation of the Phase 4B Final Map. It has been determined that the Tentative Map Conditions of Approval will be met with the inclusion of the Public Improvement Agreement. The Agreement has been found consistent with the conditions of the Development Agreement and previous Public Improvement Agreements, and;

WHEREAS, the Phase 4B final map and improvement plans are for 88 residential units in the Marina Heights Project. The Phase 4B final map and improvement plans include the specific neighborhood improvements such as parks and open space that support 88 residential units including 18 below market rate (BMR) single family residential units and one BMR condo site. The condo site will have six units for a total of 24 below market rate units for this phase, and;

WHEREAS, all required future phased final maps must meet all the appropriate conditions of approval and will be presented to 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 for Phase 4B, the Developer will post a bond in the amount of One Million Two Hundred Twenty-Seven Thousand Dollars (\$1,227,000) for completion of the public improvements and a bond in the amount of One Million Two Hundred Twenty-Seven Thousand Dollars (\$1,227,000) to secure payment for labor and materials prior to the recording of the Phase 4B Final Map.

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

1. Approve a Public Improvement Agreement for Sea Haven Phase 4B between the City of Marina and the Contracting Parties of 104 Investments, LLC, Locans Investments, LLC, Wathen Castanos Peterson Homes, Inc., and Wathen Castanos Peterson Coastal, LP, and;
2. Authorize the City Manager to execute the Public Improvement Agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th day of December 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

Exhibit A

PUBLIC IMPROVEMENT AGREEMENT

CITY OF MARINA

EXHIBIT A TO STAFF REPORT

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

“Sea Haven” – Phase 4B –

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities (“Agreement”) is made and entered into this ____ day of _____, by and between the City of Marina, herein called the “City,” a municipal corporation, and 104 Investments, LLC, a California limited liability company, Locans Investments, LLC, a California limited liability company, Wathen Castanos Peterson Homes, Inc., a Delaware corporation, and Wathen Castanos Peterson Coastal, LP, a California limited partnership (collectively referred to herein as “Co-Owners”) together with Marina Developers, Inc., a California corporation (referred to herein as the “Developer”). Co-Owners and Developer are collectively referred to herein as “Contracting Parties” and in the singular as a “Contracting Party.” The City and the Contracting Parties are referred to herein as the “Parties.”

WHEREAS, pursuant to the grant deed from Cypress Marina Heights LLC (“Cypress Marina Heights”) dated April 13, 2018, as Document No. 2018015912 (the “Deed”), Co-Owners are now the owners of the land known as “Sea Haven Phase 4B” (the “Property”); and

WHEREAS, the Parties acknowledge that in the development of the Property the Parties are subject to requirements for payment of prevailing wage in accordance with the Master Resolution adopted by the former Fort Ord Reuse Authority on March 14, 1997 as recorded in the Official Records of the Monterey County Recorder on April 14, 2020; and pursuant to the holding in Monterey/Santa Cruz County Building and Construction Trades Council v. Cypress Marina Heights, (2011) 191 Cal. App. 4th 1500; and

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

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

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

WHEREAS, Cypress Marina Heights assigned, and Wathen Castanos Peterson Homes, Inc., assumed, portions of the rights and obligations of Cypress Marina Heights under the Amended Development Agreement between the City and Cypress Marina Heights; and

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

WHEREAS, prior to its adoption of the Development Agreement, the City approved a Specific Plan for the Project Site, General Plan Amendments, a Specific Plan Zoning Ordinance and Map Amendments, a tentative Map and certified an EIR (collectively the “Project Approvals”)

subject to the Conditions Approval attached to Resolution 2004-44 and compliance with Marina Municipal Code Section 16.16.100 requiring a subdivision improvement agreement and bonding prior to approval of the first Final Map; and

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

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

WHEREAS, on __ May 2, 2023 ____, the City and Wathen Castanos Peterson Homes, Inc. entered into the Second Amendment to the Development Agreement ("Second Amendment") amending the terms of the Amended Development Agreement; and

WHEREAS, improvement plans entitled "Street Improvement Plans for Sea Haven Phase 4B," herein "Improvement Plans," have been submitted to the City for approval and acceptance which improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, street lights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on **Exhibit A**, herein the "Improvements;" and

WHEREAS, the Developer, with the consent of the Co-Owners, will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map ("Final Map") for Sea Haven Phase 4B; and

WHEREAS, the City will not accept any of the Sea Haven Phase 4B Improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; and

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

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

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

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

SECTION 1

The recitals to this Agreement are hereby incorporated into the terms of this Agreement. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out 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 Contracting Parties agree:

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

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

in design or dangerous condition caused by the design or construction defect, however, Contracting Parties shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect in accordance with California Code of Civil Procedure Sections 337.1 and 337.15 following acceptance by City of the Improvements. The Improvement security shall not be required to cover the provisions of this Section. Contracting Parties shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by City in enforcing the provisions of this Section.

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

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

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Contracting Parties may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the Contracting Parties' contractor(s) or subcontractor(s) in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Contracting Parties, or Contracting Parties' contractor(s) or subcontractor(s) fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any person that has a lien right pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this Agreement; and (3) any amounts required to be deducted, withheld,

and paid over to the Employment Development Department from the wages of employees of the Contracting Parties their contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any person that has a lien right pursuant to Title 3 California Civil Code Section Part 6 of Division 4, commencing with Section 9000 so as to give a right of action to those persons or their assigns in any suit brought upon the bond. The Payment Bond may be released thirty-five days after the passage of time within which claims of lien are required to be recorded pursuant to California Civil Code Part 6 of Division 4 commencing with Section 8200, but in no event shall such security be released prior to one hundred and twenty days after acceptance of the Improvements by the City Council. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

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

d. If any on-site or off-site Improvements related to the Project, including, without limitation, the Improvements shown on the Improvement Plans, constructed by or caused to be constructed by the Contracting Parties or any of their affiliates, contractors, subcontractors, or agents, are considered to be public works for purposes of prevailing wages under State law, then when such improvements are constructed they shall be constructed in compliance with the prevailing wage law pursuant to Labor Code §1720 et seq. and implementing regulations of the Department of Industrial Relations and shall comply with the other applicable provisions of the prevailing wage law, including, without limitation, registration and the payment of prevailing wages in the construction of such improvements, as those wages are determined pursuant to the prevailing wage law. The City makes no representations or warranties as to whether any such improvements are considered to be public works for purposes of prevailing wages under State law. Should Contracting Parties or any of the aforementioned persons or entities fail to pay, fail to cause to be paid, or fail to have paid or caused to have been paid, prevailing wages, or to have failed to comply with the aforementioned prevailing wage laws as to any such improvements, and it is alleged, contended, or determined that Contracting Parties should have paid prevailing wages, or otherwise fail to comply with the prevailing wage law, Contracting Parties shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs, attorney's fees and fees of litigation) of every nature arising out of or in connection with the failure to pay prevailing wages or comply with the prevailing wage law. This indemnification obligation shall survive the termination of this Agreement.

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

Improvements to be constructed by Contracting Parties pursuant to this Agreement (Builders Risk Insurance is not required when only mass grading and roadway-related improvements consisting of no structures are to be constructed).

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

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

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or his or her designee. That estimated amount is \$1,227,000.00 The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

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

SECTION 5

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

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

c) In the event of a Contracting Party's' default under this Agreement, Contracting Parties authorize City to perform such obligation sixty (60) days after mailing written notice of default to Contracting Parties and to Contracting Parties' surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Contracting Parties, and Contracting Parties' surety shall be liable to the City for any excess cost or damages occasioned to the City thereby, including but not limited to fees and charges of architects, engineers, attorneys, other professionals and court costs. In such event City, without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plans and other property belonging to Contracting Parties as may be on the site of the work and necessary for performance of the work.

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

SECTION 6

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

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

2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is undertaken with minimum interruption of traffic.
3. Obtain the approval of the City Engineer or designee, for all work conducted within the public right-of-way.
4. Coordinate all construction work so that the existing residents and/or businesses have access to their properties.
5. Install all Improvements pursuant to the approved Improvement Plans.
6. Provide the City with electronic copies of the "As Built" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).
7. Until the roads on the Property are open to the public, give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and take all reasonable actions to protect the public from such dangerous condition.
8. Conduct all work in strict accordance with regulations and guidelines adopted by the California Department of Public Health (CDPH) and the California Department of Industrial Relations (DIR), Division of Occupational Safety and Health, Safety for the prevention of COVID-19 in construction; and the regulations and guidelines for the prevention of COVID -19 adopted by the County of Monterey and by the City.

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

SECTION 11

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

SECTION 12

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

SECTION 13

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

SECTION 14

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

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

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

SECTION 17

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

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

ATTEST:

CITY OF MARINA

Anita Shepherd-Sharp

Layne Long

Deputy City Clerk

City Manager

APPROVED AS TO FORM:

City Attorney

[Signatures Continue on Following Page]

DRAFT

IN WITNESS WHEREOF Contracting Parties have executed this agreement as of

_____.

WATHEN CASTANOS PETERSON HOMES, INC.,
a Delaware Corporation

By: _____
Joshua E. Peterson, President

104 INVESTMENTS, LLC,
a California limited liability company

By : _____
Farid Assemi, Manager

LOCANS INVESTMENTS, LLC,
a California limited liability company

By: _____
Farid Assemi, Manager

WATHEN CASTANOS PETERSON COASTAL, LP,
a California limited partnership

By: Assemi Group, Inc. a California corporation

By: _____
Farid Assemi, President

By: _____
John A. Bezmalinovic, Secretary

MARINA DEVELOPERS, INC.,
a California corporation

By: _____
Joshua E. Peterson, President

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

Per GC Sec. 40814; CC Sec. 1181

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of December 5, 2023

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
EMC PLANNING GROUP, INC. TOTALING \$33,647.50, FOR THE
PREPARATION OF A GRANT APPLICATION TO THE CALIFORNIA
COASTAL CONSERVANCY FOR FUNDING COASTAL ACCESS
TRAIL IMPROVEMENTS AT THE FORT ORD DUNES STATE PARK
AND LAKE COURT.**

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2023-, approving a Professional Services Agreement with EMC Planning Group, Inc. totaling \$33,647.50, for the preparation of a grant application to the California Coastal Conservancy for funding coastal access trail improvements at the Fort Ord Dunes State Park and Lake Court.

BACKGROUND:

Earlier this year, staff became aware of possible grants available from the California State Coastal Conservancy for improving access to the coast and beaches. In October, city staff met with officials from the California State Coastal Conservancy (SCC) and toured the four primary beach access points in Marina: Fort Ord Dunes State Park, Lake Drive and Lake Court, Marina State Beach, North Marina Beach at Dunes Drive.

SCC felt that Marina could qualify for these grants and encouraged City staff to apply for a Coastal Conservancy grant with a focus on beach access improvements at the Fort Ord Dunes State Park and Lake Court and Lake Drive. SCC is working on a similar beach access project with City of Sand City and is working with Esme Wahl, Associate Planner at EMC Planning Group.

The intent of this grant is to improve access at these sites for everyone, but also specifically to help those with mobility, physical, and ADA limitations.

ANALYSIS:

The agreement, as outlined in **(EXHIBIT A)** lists EMC's full scope and role in working with both the City and staff from both SCC and the Coastal Conservancy Project. EMC will be the lead agency to facilitate the project initiation, administration, coordination, meeting and site visits, pre-application and full application submittal prior to the January 26, 2024 SCC Coastal Conservancy Grant deadline. The scope of improvements will be focused on coastal access trails and the beach at Fort Ord Dunes State Park, and improvements to coastal access trails and beach behind Lake Ct., which would connect Central Marina to the beach.

FISCAL IMPACT:

This project will be funded from Unallocated Fund Balance.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

Cyrah Caburian
Executive Assistant
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY OF MARINA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP, INC. TOTALING \$33,647.50, FOR THE PREPARATION OF A GRANT APPLICATION TO THE CALIFORNIA COASTAL CONSERVANCY FOR COASTAL ACCESS TRAIL IMPROVEMENTS AT THE FORT ORD DUNES STATE PARK AND LAKE COURT DRIVE.

WHEREAS, Marina has limited access points to the coast due to the coastal dunes; and

WHEREAS, the Fort Ord Dunes Park and Lake Court access points are deteriorating and do not provide access by those with limited mobility and the California Coastal Conservancy has funds available to make improvements to access the coast.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marina as follows:

1. Approve the agreement with EMC Planning Group, Inc. totaling \$33,647.50, for the preparation of a grant application to the California Coastal Conservancy for funding coastal access trail improvements at the Fort Ord Dunes State Park and Lake Court; 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 Marina City Council at a regular meeting duly held on the 5th day of December 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk



Planning for Success.

November, 30, 2023

Cyrah Caburian
Executive Assistant
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Re: Proposal for Services: Coastal Conservancy Grant Application Assistance

Dear Cyrah,

Thank you for reaching out to EMC Planning Group to prepare a scope and budget for the preparation of a grant application to the California Coastal Conservancy. EMC Planning Group is currently assisting Sand City with a grant application to the Coastal Conservancy for a similar trail and coastal access improvement project involving State Parks land in Sand City. For Sand City, we helped the City define their project scope (including working with technical subconsultants), prepared a pre-application which was approved by Conservancy staff, have continued to meet and coordinate with Coastal Conservancy staff and State Parks staff, and anticipate grant approval in February, per recommendation from Conservancy staff to their board. During this process we have developed a strong working relationship with Coastal Conservancy staff and State Parks staff, and we look forward to continuing these relationships and assisting the City of Marina with their coastal conservancy grant project.

It is our understanding, based on conversations with Andrea Willer, Recreation & Cultural Services Director and Tim Duff, Coastal Conservancy Project Specialist, that the City of Marina would like to apply for grant funding for improvements to coastal access trails and beach access at Fort Ord Dunes State Park and improvements to coastal access trails and beach access from Lake Court which would help connect central Marina to the beach. We will continue to define the project description once under contract with City of Marina staff.

EMC Planning Group proposes to conduct the following services:

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

601 Abrego Street, Monterey, CA 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

Task 1. Project Initiation, Administration, and Coordination

This includes preparing schedules and budgets, contract execution, preparing project and contract files, preparing and monitoring budgets, processing invoices and payments, EMC Planning Group staff administration, overall project administration, and coordination with the City.

Deliverables: Invoices; Progress Reports

Task 1 Costs: \$3,025

Task 2. Meetings and Site Visits

Task 2.1 Site Visits

EMC Planning Group plans to attend up to two (2) site visits with City staff, State Parks staff, and Coastal Conservancy staff to walk the project site, discuss project ideas, constraints, and opportunities and take photographs for application graphics.

Task 2.2 Meetings with Marina staff

EMC Planning Group anticipates ongoing coordination with City of Marina staff. This task assumes up to five (5) meetings with City staff.

Task 2.3 Meetings with State Parks Staff

EMC Planning Group anticipates ongoing coordination with State Parks staff. This task assumes up to three (3) meetings with State Parks staff.

Task 2.4 Meetings with Coastal Conservancy Staff

EMC Planning Group anticipates ongoing coordination with Coastal Conservancy staff. This task assumes up to two (2) meetings with Conservancy staff.

Deliverables: Meeting notes.

Task 2 Costs: \$7,535

Task 3. Pre-Application Submittal

The coastal conservancy grant pre-application is a preliminary application that is required before a full application can be submitted. The pre-application requests short answers and is a high-level overview of the project. Conservancy staff review the pre-application and notify applicant's if they have been invited to submit the full application.

Task 3.1 *Refine Project Scope*

EMC Planning Group will work with City of Marina staff to refine the project description. This may require working with a landscape architect or civil engineer to refine project specifics, including producing high-level maps of the proposed project concept for the pre-application.

Task 3.2 *Prepare and Submit Pre-application*

EMC Planning Group will prepare the pre-application, including producing graphics and a written narrative.

Deliverable: Project description; identify necessary technical consultants; preliminary project concept map; pre-application submittal.

Task 3 Costs: \$6,210

Task 4. Full Application

After review of the pre-application, Conservancy staff will notify the City if they are invited to submit a full application. The full application is much more in-depth and requires a full task breakdown and budget spreadsheet.

Task 4.1 *Meet with Coastal Conservancy Staff*

Once the preapplication is approved by Coastal Conservancy staff, EMC Planning Group will attend a zoom meeting with Coastal Conservancy staff to discuss the project, including any further deliverables or needs from conservancy staff in the full application.

Task 4.2 *Prepare Full Application*

Based on feedback from Conservancy staff, EMC Planning Group will prepare a full application in which a detailed project description, including project tasks and budget, will need to be provided. At this time, technical studies and subconsultants will be identified. For example, land and public right-of-way surveying, sea-level rise analysis, biological assessments, and 30% design plans will be required to be developed as part of the planning for the parking lot and trail improvements. In order to have a scope and budget for these tasks, EMC Planning Group will coordinate with technical subconsultants, as needed, for scope and budgets. EMC Planning Group will submit the full application.

Task 4.3 *Coordinate with Conservancy Staff in Advance of Hearing*

After the full application is submitted and Coastal Conservancy staff review the application, they will likely have requests for more information. Examples of this include: letters of support from Senator Laird and Assembly Member Dawn Addis' Office; additions to the project scope of work or budget; letters of support from State Parks; and ongoing email coordination. EMC Planning Group will handle all requests from Conservancy staff leading up to the hearing and will track it's progress to get on a hearing agenda.

Deliverables: Meeting notes; proposal from technical subconsultants; and full application submittal.

Task 4 Costs: \$16,820

Summary

EMC Planning Group will provide planning services for the coastal conservancy grant application outlined herein and will charge on a time and materials basis to complete these tasks, in accordance with EMC Planning Groups' fee schedule (see [Exhibit A](#)). The total cost for the tasks outlined above is \$33,647.5. This cost was determined based on our estimated hours for each task (see [Exhibit B](#)) and from our experience of the time required to prepare the Sand City Coastal Conservancy Grant Application. We will not exceed this amount without authorization from you and will only charge for our actual work effort.

Please contact Michael Groves at groves@emcplanning.com or Esme Wahl at wahl@emcplanning.com if you have any questions regarding this scope and budget.

We are very excited to work with the City of Marina on this project.

Sincerely,



Michael J. Groves, AICP
President/Senior Principal



Esme Wahl
Associate Planner

EMC Planning Group Fee Schedule





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

FEE SCHEDULE

(Effective January 1, 2023)

Principals		Hourly Billing Rate	
Senior Principal		\$275.00	
Principal		\$250.00	
Planners			
Principal Planner		\$220.00	
Senior Planner		\$195.00	
Associate Planner		\$165.00	
Assistant Planner		\$140.00	
Biologists		Monitoring Rate	
Principal Biologist	\$210.00	(\$150.00)	
Senior Biologist	\$170.00	(\$130.00)	
Associate Biologist	\$145.00	(\$120.00)	
Assistant Biologist	\$125.00	(\$100.00)	
Archaeologist			
Registered Professional Archaeologist	\$145.00		
Support Staff			
Desktop Publisher	\$150.00		
Executive Assistant/Production Manager	\$125.00		
Administrative Assistant	\$115.00		
GIS/Graphics Technician	\$140.00		

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus fifteen percent (15%) for administration. All outside services are billed at cost plus fifteen percent (15%) for administration. This fee schedule is subject to revision at any time.

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

Expert witness services are provided at a fifty percent (50%) mark-up.

Project Budget

B
EXHIBIT

City of Marina - Fort Ord Dunes Improvements, Coastal Conservancy Grant Application								
Task	EMC Planning Group Inc.							
Staff	Senior Principal	Associate Planner (Esme Wahl)	Principal Biologist	Graphics	Production Manager	Admin./ Production	Total Hours	Total Cost
Billing Rate (Per Hour)	\$275.00	\$165.00	\$210.00	\$140.00	\$125.00	\$115.00		
Task 1. Project Initiation, Adminsitration, and Coordination	4	8	0	0	3	2	17	\$3,025.00
Task 2. Meetings and Site Visits								
Task 2.1 Site Visits	6	8	0	0	0	0	14	\$2,970.00
Task 2.2 Meetings with Marina Staff	3	8	0	0	0	0	11	\$2,145.00
Task 2.3 Meetings with State Parks Staff	2	4	0	0	0	0	6	\$1,210.00
Task 2.4 Meetings with Coastal Conservancy Staff	2	4	0	0	0	0	6	\$1,210.00
Task 3. Pre-Application								
Task 3.1 Refine Project Scope	3	14	0	0	0	0	17	\$3,135.00
Task 3.2 Prepare and Submit Pre-Application	2	12	0	3	1	0	18	\$3,075.00
Task 4. Full Application Preparation and Submittal								
Task 4.1. Meet with Coastal Conservancy Staff	1	1	0	0	0	0	2	\$440.00
Task 4.2 Prepare and Submit Full Application	5	75	2	4	0	0	86	\$14,730.00
Task 4.3 Coordinate with Conservancy Staff in Advance of Hear	0	10	0	0	0	0	10	\$1,650.00
Subtotal (Hours)	28	144	2	7	4	2	Total Hours	Total Cost
Subtotal (Cost)	\$7,700.00	\$23,760.00	\$420.00	\$980.00	\$500.00	\$230.00	187	\$33,590.00

Additional Costs	
Production Costs	\$0.00
Travel Costs @ 66 cents/mile	\$50.00
Postal/Deliverables	\$0.00
Miscellaneous	\$0.00
Administrative Overhead 15%	\$7.50
Total	\$57.50

Total Costs	\$33,647.50
--------------------	--------------------

NOTE: This proposed budget is valid for 90 days

December 1, 2023

Item No. **10g(4)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 5, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT BETWEEN THE CITY AND WCP DEVELOPERS, INC.
FOR THE FAIR-SHARE CONTRIBUTION TO THE SALINAS AVENUE
IMPROVEMENT PROJECT SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZING THE
FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND
BUDGETARY ENTRIES**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2023-, authorizing the City Manager to enter into an agreement between the City and WCP Developers, Inc. for the Fair-Share contribution to the Salinas Avenue Improvement Project subject to final review and approval by the City Attorney, and;
2. Authorizing the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

At the regular meeting of March 3, 2004, the City Council adopted Resolution No. 2004-44, approving the Tentative Subdivision Map for the Marina Heights Development Project Subdivision subject to the Conditions of Approval.

ANALYSIS:

Condition No. 32(d) to the City's approval of the Tentative Subdivision Map for the Marina Heights Development Project Subdivision states:

The applicant (Developer) shall dedicate the Salinas Avenue right-of-way area as shown on Official Plan Line Sheet 21 and the applicant shall post a bond for or make other financial arrangements satisfactory to the City Attorney and agree to pay for their fair share improvements as required by the Public Works Department for the future improvement of Salinas Avenue.

On October 20, 2022, City staff provided a letter to the Developer regarding the cost estimate for Salinas Avenue and the fair-share calculations (**EXHIBIT A**). Based on contributing traffic volumes to Salinas Avenue, the City has calculated the contributing costs for the Developer to be approximately 30.18% of the total project costs.

On April 19, 2023, City staff provided a letter to the Developer further detailing the design costs for the Project and requesting a portion of their contribution be provided shortly to expedite the design of Salinas Avenue (**EXHIBIT B**). The remainder of their fair share contribution would be calculated and paid to the City prior to the award of the bid for the actual project. The Developer will satisfy the condition of approval once the payment is actually made to the City for their fair share of the widening of Salinas Avenue.

On December 1, 2023, the Developer provided a draft letter of Agreement to establish the fair-share contribution percentage, the initial contribution for design costs totaling \$317,050, and the final contribution mechanisms to the City once the Project is ready to advertise for construction (**EXHIBIT C**). However, since the Developer's fair share cannot be calculated until the design of the project is completed, the agreement will address the implementation of the condition of approval.

FISCAL IMPACT:

Should the City Council approve this request, the Developer shall contribute their fair-share costs to the Project totaling 30.18% of the final awarded contract minus the design costs already deposited to the City at the time of agreement execution. The remaining 69.82% of the City's contribution to the Project costs shall be allocated from approved funding established by Council.

California Environmental Quality Act (CEQA)

This action is not a project as defined by the California Environmental Quality Act (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,

Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
City of Marina

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY OF MARINA AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY
AND WCP DEVELOPERS, INC. FOR THE FAIR-SHARE CONTRIBUTION
TO THE SALINAS AVENUE IMPROVEMENT PROJECT SUBJECT TO
FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY
ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, Condition No. 32(d) to the City's approval of the Tentative Subdivision Map for the Marina Heights Development Project Subdivision states: The applicant (Developer) shall dedicate the Salinas Avenue right-of-way area as shown on Official Plan Line Sheet 21 and the applicant shall post a bond for or make other financial arrangements satisfactory to the City Attorney and agree to pay for their fair share improvements as required by the Public Works Department for the future improvement of Salinas Avenue, and;

WHEREAS, on October 20, 2022, City staff provided a letter to the Developer regarding the cost estimate for Salinas Avenue and the fair-share calculations (Exhibit A). Based on contributing traffic volumes to Salinas Avenue, the City has calculated the contributing costs for the Developer to be approximately 30.18% of the total project costs, and;

WHEREAS, on April 19, 2023, City staff provided a letter to the Developer further detailing the design costs for the Project and requesting a portion of their contribution be provided shortly to expedite the design of Salinas Avenue (Exhibit B). The remainder of their fair share contribution would be calculated and paid to the City prior to the award of the bid for the actual project. The Developer will satisfy the condition of approval once the payment is actually made to the City for their fair share of the widening of Salinas Avenue, and;

WHEREAS, on December 1, 2023, the Developer provided a draft letter of Agreement to establish the fair-share contribution percentage, the initial contribution for design costs totaling \$317,050, and the final contribution mechanisms to the City once the Project is ready to advertise for construction (Exhibit C). However, since the Developer's fair share cannot be calculated until the design of the project is completed, the agreement will address the implementation of the condition of approval, and;

WHEREAS, should the City Council approve this request, the Developer shall contribute their fair-share costs to the Project totaling 30.18% of the final awarded contract minus the design costs already deposited to the City at the time of agreement execution. The remaining 69.82% of the City's contribution to the Project costs shall be allocated from approved funding established by Council. This action is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

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

1. Authorize the City Manager to enter into to enter into an agreement between the City and WCP Developers, Inc. for the Fair-Share contribution to the Salinas Avenue Improvement Project subject to final review and approval by the City Attorney, and;
2. Authorize the Finance Director to make necessary accounting and budgetary entries.

Resolution No. 2023-,
Page Two

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th day of December 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

EXHIBIT A TO STAFF REPORT

City of Marina



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1212; FAX 831- 384-0425
www.cityofmarina.org

October 20, 2022

Dan Garsoon
735 Tank Farm Rd Suite 100,
San Luis Obispo, CA 93401

RE: Developer's Fair Share Amount for Salinas Avenue widening Project

According to the condition of approval 32.d. and the following traffic analysis conducted by City engineers the developer is required to pay the fair share amount of \$1,570,000 to compensate the traffic impact of Sea Haven development on the Salinas Ave.

"Condition of Approval 32.d. The applicant shall dedicate the Salinas Ave right-of-way area as shown on Official Plan Line Sheet 21 and the applicant shall post a bond for or make other financial arrangements satisfactory to the City Attorney and agree to pay for their fair share improvements as required by the Public Works Department for the future improvement of Salinas Avenue."

The above stated fair share amount has been increased from \$1,350,000 as stated in a letter dated March 14th, 2022. Upon receipt of the letter, the Sea Haven developer asked for a detailed cost estimate. A current line-item cost estimate is included with this letter as **Attachment 1**. The estimate is based upon recent construction bids adjusted by the Engineering News Record Construction Cost Estimate when appropriate. The previous estimate was based on an estimate dating from 2007 for which the City was not able to locate detailed costs.

Traffic Impact Study – Salinas Avenue

This is a report on the evaluation of the traffic impact of Sea Haven development on Salinas Avenue. The "Environmental Impact Report of Abrams B Housing Project" was used as a reference document for finding the traffic volumes. This document was prepared by Lamphier-Gregory for the Planning Department of City of Marina in 2003. [1]

Two scenarios are selected to analyze and calculate the traffic impact before and after the project:

1. Cumulative Conditions Without Project: Traffic conditions with Year 2020 traffic volumes and street network as identified in the FORA Capital Improvement Program (CIP), without traffic generated from the Specific Plan Area.

2. Cumulative Conditions With Project: Traffic conditions with the complete occupation of the Specific Plan area, added to the Cumulative Conditions without Project traffic volumes.

Figure 2 and figure 3 show the traffic volume in Salinas Avenue, respectively for "Cumulative Conditions Without Project" and "Cumulative Conditions With Project" scenarios. Each figure includes two collections for AM and PM peaks. Also, the data collection was conducted in the following two intersections as shown in figure 1:

1. Salinas Avenue and Carmel Avenue
2. Salinas Avenue and Reservation Road



Figure 1. Location of two intersections at the north and south side of Salinas Avenue

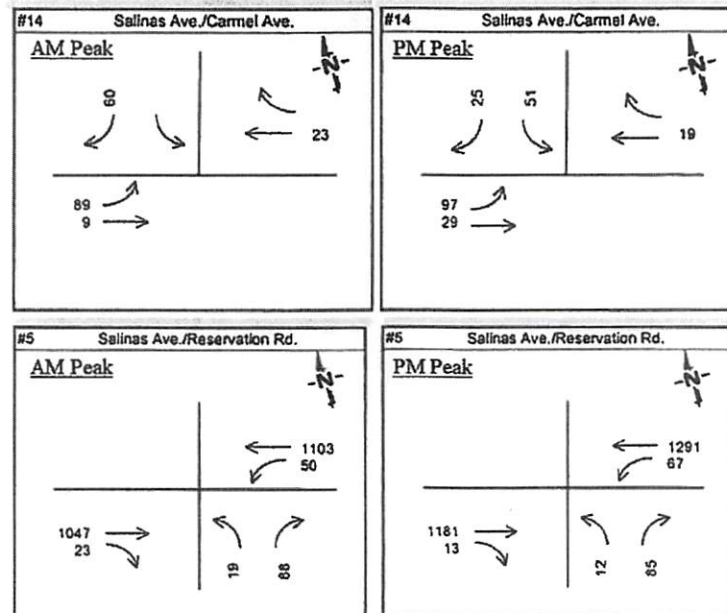


Figure 2. Traffic volumes for two intersections in Salinas Avenue for "Cumulative Conditions Without Project"

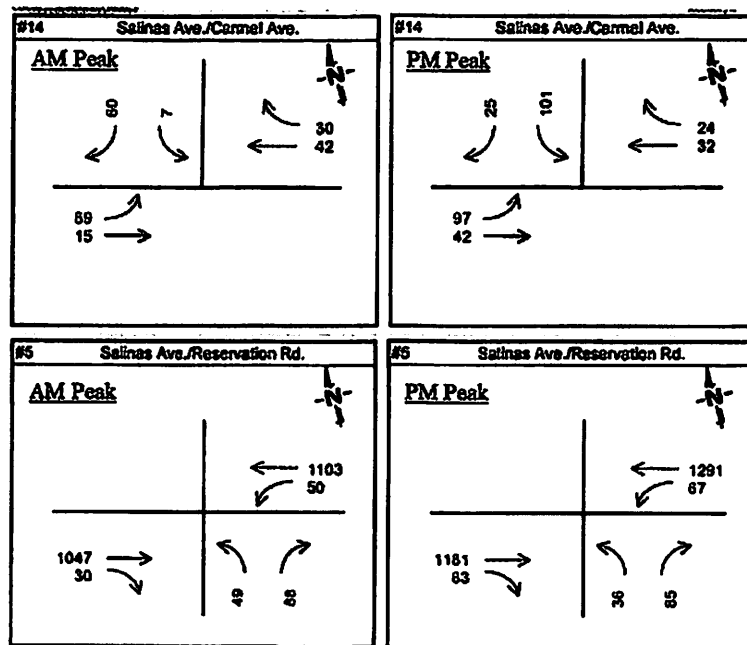


Figure 3. Traffic volumes for two intersections in Salinas Avenue for "Cumulative Conditions With Project"

Northbound and southbound traffic volume for Salinas Avenue is written in table 1 by using figure 2 and figure 3. Table 1 shows that in both scenarios before and after the project, during the AM peak most of the traffic is going through the northbound approach from the south of Salinas Avenue toward the Reservation Road. However, the traffic pattern during the PM peak changes after the project. In Cumulative Without Project, the NB approach is greater during the PM peak than the SB approach; however, after the project, this pattern is reversed, specifically in the intersection of Salinas Avenue and Reservation Road.

		Salinas & Carmel Intersection		Salinas & Reservation Intersection	
		Salinas NB	Salinas SB	Salinas NB	Salinas SB
Cumulative Without Project	AM Peak	89	60	107	73
	PM Peak	97	76	97	80
Cumulative Plus Project	AM Peak	119	67	137	80
	PM Peak	121	126	91	130

Values are in vehicle per hour (vph)

Table 1. Traffic volumes at two intersections in Salinas Avenue during AM and PM peak hours

To find the average impact of the project, the maximum value of each approach is considered as the critical volume that needs to be met by the capacity of the corridor.

	Salinas NB	Salinas SB
Cumulative Without Project	107	80
Cumulative Plus Project	137	130

Values are in vehicle per hour (vph)

Table 2. Maximum traffic volume in each approach of two scenarios

Table 2 reveals that the construction of Sea Haven development increases the NB approach 30 *vph*, and the SB approach 50 *vph*. So, on average after the development (cumulative with project condition), 69.82% of traffic volume is not attributed to the development, and 30.18% of traffic is due to the Sea Haven development.

Cost Analysis

The City has estimated the total cost for the widening project of Salinas Avenue to be \$5,200,000. To find the cost that the developer needs to pay for the widening project of Salinas Avenue, first the City's portion is calculated, that is the cost associated with existing traffic volume (before project and stated as "Cumulative Without Project" in table). Then the project's total cost minus the City's portion will result in the developer's portion.

$$\begin{aligned}\text{City's Portion of Traffic (vph)} &= \text{Average} \left(\frac{\text{Cumulative Without Project}}{\text{Cumulative With Project}} \right) \\ &= \text{Average} \left(\frac{107}{137}, \frac{80}{130} \right) = \text{Average}(78.10\%, 61.54\%) = 69.82\%\end{aligned}$$

$$\begin{aligned}\text{City's Portion of Cost (\$)} &= \text{City's Portion of Traffic} \times \text{Total Cost} \\ &= 69.82\% \times \$5,200,000 = \$3,630,000\end{aligned}$$

$$\begin{aligned}\text{Developer's Portion of Cost (\$)} &= \text{Total Cost} - \text{City's Portion of Cost} \\ &= \$5,200,000 - \$3,630,000 = \$1,570,000\end{aligned}$$

Traffic study revealed that 69.82% of the cumulative with project condition is the existing traffic, and 30.18% is the new traffic added from Sea Haven development. Therefore, the developer is required to pay the fair share amount of \$1,570,000 to compensate for the impact that Sea Haven does have on Salinas Avenue.

Sincerely,



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

[1] Lamphier-Gregory, "Marina Heights Specific Plan/Abrams "B" Housing Project," City of Marina, July 2003.

Attachment 1

Item #	Items	Source Material	Unit	Description	Estimate	Contract Unit Price	Bid Amount	CCI Adj.
1	Fence Removal	CHAPIN FEE SCHEDULE	LF	Removal and Disposal of Fence and Gates	1360	\$30.00	\$40,800.00	\$49,922.70
2	Tree Protection	CHAPIN FEE SCHEDULE	LF	Tree Protection with Fencing (Chain-link)	330	\$5.00	\$1,648.50	\$2,017.10
3	Tree Protection	CHAPIN FEE SCHEDULE	Hr	Tree Protection Labor Premium	7	\$85.00	\$595.00	\$728.04
4	Clearing and Grubbing	CHAPIN FEE SCHEDULE	SF	Clearing and Grubbing (Bushes)	54400	\$3.00	\$163,200.00	\$199,690.79
5	Clearing and Grubbing	CHAPIN FEE SCHEDULE	EA	Tree Removal and Disposal (12" Diameter Base Bid)	7	\$1,500.00	\$10,500.00	\$12,847.75
6	Earthwork	CHAPIN FEE SCHEDULE	CF	Earthwork off haul and Disposal	122486	\$3.50	\$428,700.56	\$524,556.08
7	Earthwork	CHAPIN FEE SCHEDULE	CF	Earthwork and Import Backfill (Furnish, Place, Compact)	61286	\$3.00	\$183,857.63	\$224,967.36
8	Curb and Gutter	PMP Phase 2 Bid Results	LF	Form, Place and Finish (CG)	1700	\$70.00	\$119,000.00	\$119,000.00
9	Curb and Gutter	CHAPIN FEE SCHEDULE	EA	Sawcut (CG)	12	\$30.00	\$360.00	\$440.49
10	Curb and Gutter	CHAPIN FEE SCHEDULE	LF	Demolition and Disposal (CG)	270	\$50.00	\$13,500.00	\$16,518.54
11	Curb and Gutter	CHAPIN FEE SCHEDULE	SF	Furnish, Place and Compact Class II Aggregate Base (under CG, 6" Thick Base Dowel (CG)	3754	\$2.00	\$7,508.33	\$9,187.16
12	Curb and Gutter	CHAPIN FEE SCHEDULE	EA	Dowel (CG)	24	\$20.00	\$480.00	\$587.33
13	Vertical Curb	PMP Phase 2 Bid Results	LF	Form, Place and Finish (VC)	1370	\$60.00	\$82,200.00	\$82,200.00
14	Concrete Sidewalk	PMP Phase 2 Bid Results	SF	Form, Place and Finish (SW)	2950	\$20.00	\$59,000.00	\$59,000.00
15	Concrete Sidewalk	CHAPIN FEE SCHEDULE	LF	Sawcut (SW, 4" Thick Base Bid)	20	\$25.00	\$500.00	\$611.80
16	Concrete Sidewalk	CHAPIN FEE SCHEDULE	SF	Furnish, Place and Compact Base Sand Cushion (under SW, 2" Thick Base Bid)	2950	\$1.00	\$2,950.00	\$3,609.61
17	Concrete Sidewalk Crossing / Driveway Approach	CHAPIN FEE SCHEDULE	SF	Form, Place and Finish (SWX)	520	\$17.00	\$8,840.00	\$10,816.58
18	Concrete Sidewalk Crossing / Driveway Approach	CHAPIN FEE SCHEDULE	SF	Furnish, Place and Compact Class II Aggregate Base (under SWX, 6" Thick Base Dowel (SWX)	520	\$8.00	\$4,160.00	\$5,090.16
19	Concrete Sidewalk Crossing / Driveway Approach	CHAPIN FEE SCHEDULE	EA	Dowel (SWX)	28	\$25.00	\$700.00	\$856.52
20	Concrete Curb Ramps	CHAPIN FEE SCHEDULE	SF	Form, Place and Finish (CR)	1040	\$40.00	\$41,600.00	\$50,901.57
21	Concrete Curb Ramps	CHAPIN FEE SCHEDULE	SF	Install Truncated Domes (City, outside Right of Way, Federal Yellow)	150	\$85.00	\$12,750.00	\$15,600.84
22	Existing Pavement Demolition	PMP Phase 2 Bid Results	CF	Demolition and Disposal (PP, 6" Thick Maximum)	20400	\$3.00	\$61,200.00	\$61,200.00
23	Pavement Base	PMP Phase 2 Bid Results	CY	Furnish, Place and Compact Class II Aggregate Base (under PP, 6" Thick)	982	\$365.00	\$358,511.11	\$358,511.11
24	Surface Course	PMP Phase 2 Bid Results	TON	Furnish, Place and Compact Hot Mix	1297	\$340.00	\$440,821.33	\$440,821.33
25	DG Trail	CHAPIN FEE SCHEDULE	SF	Furnish, Place and Finish (DGSW, 4" Thick)	7480	\$25.00	\$187,000.00	\$228,812.36
26	DG Trail	CHAPIN FEE SCHEDULE	LF	Furnish and Install 2" x 4" Header Board with Stake (DGSW)	2992	\$5.00	\$14,960.00	\$18,304.99
27	Street Light	Inquiry to other jurisdictions	Ea	Furnish and Install Light Post (based on City's standard plan)	8	\$15,000.00	\$120,000.00	\$120,000.00
28	Street Light	CHAPIN FEE SCHEDULE	Ea	Install Conduit	15	\$30.00	\$450.00	\$550.62
29	Street Light	CHAPIN FEE SCHEDULE	Ea	Install Conductor	8	\$12.00	\$96.00	\$117.47
30	Street Light	CHAPIN FEE SCHEDULE	Ea	Install Electric Pull Box	8	\$250.00	\$2,000.00	\$2,447.19
31	Utility Adjustments	Averaging Projects	LS	Utility Manhole Adjustments	1	\$12,000.00	\$12,000.00	\$12,000.00
32	Striping	Averaging Projects	LS	Thermoplastic Striping & Pavement Markers	1	\$23,678.88	\$23,678.88	\$23,678.88
33	Landscape	Del Monte/Beach	15285	Landscaping per Del Monte/Beach Project	1	\$169,357.80	\$169,357.80	\$169,357.80
34	Mobilization/SWPPP/Traffic	Averaging Projects	LS	Traffic Control, SWPPP, Mobilization	1	\$236,788.85	\$236,788.85	\$236,788.85
35	Sign	CHAPIN FEE SCHEDULE	Ea	Salvage and Reinstall Sign and Sign Post	10	\$150.00	\$1,500.00	\$1,835.39
36	Sign	CHAPIN FEE SCHEDULE	Ea	Install New Sign and Sign Post (City Furnished Sign)	5	\$250.00	\$1,250.00	\$1,529.49
37	Retaining Wall	CHAPIN FEE SCHEDULE	LF	Furnish and Construct Wood Retaining Wall, 2' Retaining Wall Height	272	\$55.00	\$14,960.00	\$18,304.99
38	Storm Drain	Inquiry from contractors	LF	construction of storm drain retention system	90	\$1,000.00	\$90,000.00	\$90,000.00
							Total	\$ 2,917,424.00
							Contingency (15%)	\$ 634,682.18
							Total Construction	\$ 3,808,093.07
							Rounded	\$ 3,810,000.00
CCI Adj.	Time	CCI						
	October 2020	7120						
	Oct 2022	8712						
	This CCI is used for Don Chapin's prices	1.22						
Project Cost	Construction	\$ 3,810,000.00						
	Design	\$ 762,000.00						
	Environmental	\$ 120,000.00						
	Right of Way	\$ 100,000.00						
	Construction Management	\$ 381,000.00						
	Material Testing	\$ 30,000.00						
Total Construction Cost (TCC)		\$ 5,203,000.00						

Item #	Notes
1	1360 ft length of existing fence on the east side of the street
2	7 trees is assumed to be protected / Root radius is assumed to be 7.5 ft
3	It is assumed 7 trees will be protected. 1 hour per tree
4	Width of the project area is approximately 60 ft and minus the existing pavement's width which is 20 ft comes to 40 ft for grubbing. length of the street is 1360 ft.
5	7 Trees is assumed to be removed
6	Earth works includes 3 inch of (excavation and compacting for the entire area of project minus (existing sidewalk & future medians & existing pavement area)
7	Earth works includes 3 inch of (excavation and compacting for the entire area of project minus (existing sidewalk & future medians & future pavement area)
8	Length of project 1360 ft / width of project minus existing sidewalk 55 ft / minus protected trees with 7.5 ft radius of protection / minus medians area
9	(65 ft per each bulb-out / 6 bulb-outs) + (curb and gutter needed for median with total length of 325 ft and width of 7 ft per each) + (new sidewalk on the west side)
10	6 existing curb and gutter / length of each is 45 ft
11	(6 bulb-outs / 65 lf per each / 26.5 inch width of the curb and gutter) + (curb and gutter needed for median with total length of 325 ft and width of 7 ft per each) + (590 ft of new sidewalk)
12	6 bulb-outs/ 2 connections per each/ 2 dowel per each connection
13	Curb of the east side of the street with length of 1370 ft
14	Portion of the street without sidewalk
15	Four start and end points with 5ft width
16	Portion of the street without sidewalk
17	104 ft total length of 7 driveways on the portion of street with the new sidewalk / 5 ft width
18	104 ft total length of 7 driveways on the portion of street with the new sidewalk / 5 ft width
19	7 driveways / 2 sides / 2 dowel per each side
20	10 curb ramp is required / 8*8 (flares) + 8*5 (ramp) = 104 sq-ft per each ramp / data taken from sample files of Cardoza Resurfacing project
21	10 ramps / 15 sq-ft per each
22	1360 ft length of street / 15 ft width of existing pavement
23	31 ft width of street / 8 ft width of bike lane / 1360 ft length of street / 6 inch depth
24	1 ton = 13.5 cb-ft / Cubic feet volume of asphalt needed for bike lane and travel lane 1360*39*0.33
25	Length=1360ft / Width=5ft / 10% contingency
26	Length of trail 1360 ft / two sides
27	Approximately every 225 ft one light / 1360 ft length / 8 lights needed
28	two for each gap / 8 lights / 15 conduits
29	Approximately every 225 ft one light / 1360 ft length / 8 lights needed
30	Approximately every 225 ft one light / 1360 ft length / 8 lights needed
31	
32	5% of Mobilization/SWPPP/Traffic
33	\$11.08 per SF / Section with 7 ft wide median and 5 ft wide landscape near trail for 325 ft long / Section without median with 11 ft wide landscape near trail
34	10% of associated items that need mobilization
35	Salvage and reinstall 10 existing signs
36	Install 5 anticipated new signs for the trail and the roadway
37	It's assumed for 20% length of the trail retaining wall will be needed near the landscape
38	1400lf x 60ft is approximately 3,100cf / \$1000 per lf

EXHIBIT B TO STAFF REPORT

City of Marina



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1212; FAX 831- 384-0425
www.cityofmarina.org

April 19, 2023

Dan Garson
735 Tank Farm Rd Suite 100
San Luis Obispo, CA 93401

RE: Developer's Fair Share Amount for Salinas Avenue widening Project

According to the condition of approval 32.d. and the following traffic analysis conducted by City engineers the developer is required to pay the fair share amount of \$1,570,000 to compensate the traffic impact of Sea Haven development on Salinas Ave.

"Condition of Approval 32.d. The applicant shall dedicate the Salinas Ave right-of-way area as shown on Official Plan Line Sheet 21 and the applicant shall post a bond for or make other financial arrangements satisfactory to the City Attorney and agree to pay for their fair share improvements as required by the Public Works Department for the future improvement of Salinas Avenue."

The fair share amount was communicated to the Sea Haven developer on October 20, 2022. Upon receipt of the letter, the Sea Haven developer raised concerns about the possibility of paying for fair share through development impact fees in addition to the direct contribution of \$1.57 million. As of this time, Salinas Avenue is not included in the City's mitigation fee program. A nexus study update is currently under way and may take a few months to complete. If Salinas Avenue is added to the mitigation fee program, the Sea Haven developer would only be obligated to pay for the development's contribution to any cumulative impact if any is determined to exist. This would be a proportionate share of cumulative impacts from development that cannot be attributed directly to individual developments.

Given the timing of progress on Phase 4 of the development and subsequent need to open Carmel Avenue to traffic, the City proposes that the Sea Haven developer advance a portion of the \$1.57 million of direct fair share contribution to fund design and completion of the environmental study. The City has obtained proposals for the design effort as listed below.

CEQA environmental determination	\$36,850
Design PS&E	\$270,000
Traffic Analysis	<u>\$10,200</u>
Total	\$317,050

The City will expedite the design of Salinas Avenue upon receipt of a check in the amount of \$317,050. This amount will be credited against the fair share contribution of \$1,570,000. Please reach out to me with any questions or concerns regarding this matter.

Sincerely,



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

Cc: Layne Long, City Manager
Edrie De Los Santos, Senior Engineer
Elvie Camacho, Project Manager

December 1, 2023

Brian McMinn
Public Works Director/City Engineer
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Re: Developer's Fair Share Amount for Salinas Avenue Widening Project

Dear Brian,

This letter follows our November 22nd and November 30th telephone conversations regarding the Wathen Castanos Peterson Homes' ("**Wathen**") fair share of the Salinas Avenue widening ("**Project**"), as addressed in the two letters from the City dated October 20, 2022, and April 19, 2023, respectively; and, upon execution as provide below, will constitute an agreement ("**Agreement**") between the City of Marina ("**City**") and Wathen.

Condition of Approval No. 32.d ("**Condition 32.d**") to the City's approval of the Sea Haven (formerly Marina Heights) Master Planned Community provides:

The applicant shall dedicate the Salinas Ave right-of-way area as shown on Official Plan Line Sheet 21 and the applicant shall post a bond for or make other financial arrangements satisfactory to the City Attorney and agree to pay for their fair share improvements as required by the Public Works Department for the future improvement of Salinas Avenue.

With the recording of the Marina Heights Phase 4b Final Map, Wathen will satisfy the dedication of the Salinas Avenue right-of-way described above.

Additionally, the City has advised that Wathen's fair share financial obligation of the Project is 30.18 % of the actual cost of the Project ("**Wathen's Fair Share**").

Wathen and the City have agreed that Wathen may pay its fair share as follows:

1. Within thirty (30) days of the Effective Date of this Agreement, Wathen will pay to the City the sum of \$317,050.00 in order to facilitate the City's engagement of professionals necessary to complete required environmental studies and design the Project ("**Initial Contribution**"). The Initial Contribution will be credited against Wathen's Fair Share.

2. The balance of Wathen's Fair Share will be subject to the following process:

a. The City estimates that it will commence the Project bidding process near the end of the Third Quarter of 2024.

b. Not later than thirty (30) days prior to the City putting the Project out to bid, City will provide Wathen with a current estimated budget for completion of the entirety of the Project ("**Current Budget**"). The Current Budget will include estimated start and completion dates.

c. Once City has provided Wathen with the Current Budget, City will commence the Project bidding process. City will ensure that it seeks bids for completion of the entirety of the Project and will ensure that all bids are viable for a period of ninety (90) days following submittal

thereof to the City. Upon commencement of the bidding process, City will provide Wathen with written notice thereof ("**Notice of Commencement**").

d. Within thirty (30) days of receipt of the Notice of Commencement, Wathen will produce a performance bond ensuring payment of the balance of Wathen's Fair Share ("**Performance Bond**"). The Performance Bond will in an amount equal to the balance of Wathen's Fair Share based upon the Current Budget.

e. Upon receipt of acceptable bids for the Project, City will invoice Wathen for payment of the balance of Wathen's Fair Share based upon the acceptable bids received ("**Invoice**"). In conjunction with Invoicing Wathen for the balance of Wathen's Fair Share, the City will provide Wathen with written confirmation that the City has secured all funds necessary, other than the balance of Wathen's Fair Share, to complete the Project ("**Confirmation of Funds**"). The balance of Wathen's Fair Share will be due and payable within thirty (30) days of the date of the Invoice or Confirmation of Funds, whichever is later.

f. Upon receipt of the balance of Wathen's Fair Share City will award contracts for the completion of the Project and provide Wathen with written confirmation of full satisfaction of Condition 32.d.

For purposes of this Agreement, the "**Effective Date**" of this Agreement will be the last date set forth opposite the signatures of the parties at the end of this Agreement.

If the above meets with the City's and Wathen's approval, please execute where indicated below.

Sincerely,

Michael P. Slater
General Counsel

Approved:

WATHEN CASTANOS PETERSON HOMES, INC.

By: _____
Joshua E. Peterson, President

Dated: _____

Approved:

CITY OF MARINA

By: _____
Lanye Long, City Manager

Dated: _____, 2023

APPROVED AS TO FORM:

By: _____
_____, City Attorney

Dated: _____, 2023

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 5, 2023

CITY COUNCIL TO ADOPT RESOLUTION NO. 2023-, APPROVING A PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF MARINA AND BEK COLLECTIVE FOR PROFESSIONAL SERVICES FOR THE MARINA GATEWAY SIGNS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2023-, approving a professional services agreement between the City of Marina and BEK Collective Inc., **EXHIBIT A**, for preparing conceptual designs for the primary points of entry into the City and the Airport, and;
2. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The City Council approved a two-year CIP on October 5, 2021 (Resolution 2021-108). The City's Gateway Entry Sign Capital Program EDP 1809 budget is \$250,000. This funding is being provided by PG&E as mitigation fees for tree removal performed near their gas and electric facilities. The Airport's Gateway Entry Sign Capital Program 2103 is \$35,045. This funding is being provided by the Airport Enterprise Fund.

The proposed gateway signage provides a unique identity for the City and helps directs motorists to the Airport. Gateway sign locations include four (4) primary entry points into the City as well as the entry to the airport for a total of five (5) signage locations. The four City entry points will be similar in style materials, but the airport may have some unique attribute or feature specific to the airport. The possible gateway sign locations are at or near the following intersections:

1. Blanco Road at Reservation Road
2. Reservation Road at Highway 1
3. Del Monte Boulevard at Reindollar Avenue
4. Imjin Parkway at Highway 1
5. Reservation Road and Imjin Road (Airport Entry Sign)

To facilitate the design process, the City issued a Request for Qualifications (RFQ) to design professionals to submit qualifications for the gateway signage design services. Ultimately the envisioned services would support construction contracts to be awarded by the City Council for furnishing and construction of gateway signage. The City regularly enters into various professional services contracts during the course of business to support delivery of capital improvements.

On August 17, 2022, city staff released a Request for Qualifications to provide professional services for the design of City of Marina Gateway Entry Signs.

ANALYSIS:

On October 19, 2022 staff received Statements of Qualifications from five firms shown in the table below. A review panel of three city staff members and one staff member from Program Management Services firm Wallace Group reviewed and ranked the qualifications of the five firms. The firms were ranked on their qualifications for 1) Understanding of the City's Goals; 2) Project Manager; 3) Familiarity with Locality; 4) Specific Management Approach; 5) Experience; 6) Organization; and 7) Reputation.

Proposer	Final Ranking
BEK Collective Inc.	1
Verde Design	2
Graphic Solutions	3
Wald, Ruhnke & Dost Architects, LLP	4
EMC Planning Group	5

As shown in the table above, BEK Collective Inc. (BEK) was determined to be the most qualified proposer. BEK is able to provide the professional services requested. Bianca Koenig, the Project Manager from BEK, has performed similar work for the Sea Haven Development and a sub-consultant to for the City of Marina Dr. Martin Luther King Jr Sculpture Garden and is currently working on the landscape design for the Del Monte Boulevard medians. BEK's team includes partnering with Whitson Engineers, SSG Structural Engineers, Gray Electrical Consulting + Engineering, and Russell D. Mitchell & Associates for the proposed project design outlined in the RFQ.

Upon discussion with BEK, City staff agreed to refine the scope of work by removing items such as preparing construction documents for this project delivery phase. Therefore, the proposed revised scope of work being considered here would include the following:

1. Performing early public engagement, and
2. Preparing preliminary designs to bring to a community outreach meeting, and
3. Topographic mapping of the preferred locations, and
4. Preparing three schematic design options for both the City and Airport, and
5. Engage in a second phase of community outreach meeting, and
6. Presentation at Planning Commission and City Council meetings.

On January 26, 2023, BEK submitted a revised proposal for performing the work outlined above. Staff is recommending that the City enter into an agreement with BEK Collective to provide preliminary design and community outreach services.

ENVIRONMENTAL COMPLIANCE:

The approval of professional services agreement for the City of Marina Gateway Entry is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

FISCAL IMPACT:

The gateway entry sign design project to be delivered under the recommended contract is funded within the Capital Improvement Program (City Project No. EDP1809 and Airport Project No. 2103). The estimated cost to provide schematic designs for entry signs to the City and to the Airport is a not-to-exceed amount of \$74,032 which is 30 percent of the project budget.

The combining of the city and airport gateway entry signs design effort is deemed mutually beneficial to both entities since many of the activities, such as community outreach, could be performed simultaneously. Since four out of five of the design sites would be for the City, it is recommended that incurred project costs be shared between the City and Airport so that the City assumes 80 percent of the costs and 20 percent of the costs be assumed by the Airport.

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 CITY COUNCIL OF THE CITY OF MARINA APPROVING PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF MARINA AND BEK COLLECTIVE FOR PROFESSIONAL SERVICES FOR THE MARINA GATEWAY SIGNS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, the City Council approved a two-year CIP on October 5, 2021 (Resolution 2021-108). The City's Gateway Entry Sign Capital Program EDP 1809 budget is \$250,000. This funding is being provided by PG&E as mitigation fees for tree removal performed near their gas and electric facilities. The Airport's Gateway Entry Sign Capital Program 2103 budget is \$35,045. This funding is being provided by the Airport Enterprise Fund; and

WHEREAS, on August 17, 2022, city staff released a Request for Qualifications to provide design services for the Gateway Signs; and

WHEREAS, on October 19, 2022, staff received Statements of Qualifications from five firms. A review panel of three city staff members and one staff member from Program Management Services firm Wallace Group reviewed and ranked the qualifications of the five firms; and

WHEREAS, the proposing firms were ranked on their qualifications for 1) Understanding of the City's Goals; 2) Project Manager; 3) Familiarity with Locality; 4) Specific Management Approach; 5) Experience; 6) Organization; and 7) Reputation; and

WHEREAS, BEK Collective Inc. (BEK) was determined to be the most qualified proposer; and

WHEREAS, city staff in consultation with BEK agreed to refine the scope of work by removing items such as preparing construction documents for this project delivery phase; and

WHEREAS, on January 26, 2023, BEK submitted a revised proposal for performing public outreach and topographic mapping; preparing three schematic design options for both the City and Airport, engage in a second phase of community outreach meeting, and presentation at Planning Commission and City Council meetings; and

WHEREAS, approval of professional services agreement for the City of Marina Gateway Entry is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

WHEREAS, a draft agreement to retain BEK for the professional services in a not-to-exceed amount of \$74,032 is attached as "EXHIBIT A"; and

WHEREAS, the gateway entry sign design project to be delivered under the recommended contract is funded within the Capital Improvement Program (City Project No. EDP1809 and Airport Project No. 2103); and

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

1. Approve a professional services agreements between the City of Marina and BEK Collective Inc. for preparing a conceptual design for the primary points of entry into the City, and;
2. Authorize the City Manager to execute the agreement on behalf of the City and the Airport subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th day of December 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**CITY OF MARINA
AGREEMENT FOR GATEWAY SIGNAGE DESIGN SERVICES**

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 BEK Collective Inc., a California S 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 for gateway signage design services for the four gateways to the City and the one entry point to the Airport, 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. Consultant represents that it has the degree of specialized expertise contemplated within California Government Codes §§37103 and 53060 and holds all necessary licenses to practice and perform the services herein contemplated.
- D. City desires to retain Contractor to provide such services.

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 "B" 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 conditions affecting performance of the work, including without limitation site conditions, existing facilities, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

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

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on December 31, 2024, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

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

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

(iii) This Agreement has been signed on behalf of 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 the date this contract is fully executed. 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 on a time and materials basis in an amount not to exceed Seventy-Four Thousand and Thirty Two Dollars (\$74,032) in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or dispute 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 the prior written authorization.

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

4. Termination 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 effected 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 Public Works Director/City Engineer Mr. Brian McMinn who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Bianca E. Koenig 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: Bianca E. Koenig.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors other than those set forth in Exhibit A section 2, 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 the payment, administration, completion, presentation and quality of all work performed. 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 which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

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

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

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising therefrom.

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

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not

discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification & Hold Harmless.

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

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided

above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

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

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "C" "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

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

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

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

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

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

due Contractor for work or services provided under this Agreement.

16. Claims for Labor and Materials. Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

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

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

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

20. Compliance With Laws.

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

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

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

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

or transfer.

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

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

To Contractor: Bianca E. Koenig
BEK Collective Inc.
PO Box 708
Cayucos, CA 93430
Email: Bianca@bekcollective.com

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. It is understood and agreed to by the Contractor and the City that they cannot, and will not, claim Force Majeure based on an economic downturn of any type. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

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

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

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

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

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

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

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

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

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

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

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

CITY OF MARINA

CONTRACTOR

By:

By:

Name: _____
Layne Long
Its: City Manager

Name: _____
Bianca E. Koenig
Its: Principal Landscape Architect

Date: _____

Date: _____

Approved as to form:

By: _____
City Attorney

This page intentionally left blank.

January 26, 2023

Proposal for Professional Services for

Brian McMinn, P.E., P.L.S.
 Public Works Director/City Engineer
 City of Marina, Public Works Department
 211 Hillcrest Avenue
 Marina, CA 93933
 bmcminn@cityofmarina.org

Re: Marina Gateway Signs

Project Understanding

The Gateway Entry Signs project provides an opportunity to establish a welcoming signal for visitors and pride of place for residents. The City of Marina has a lot to be proud of– surrounded by the beauty of the natural environment, from oak woodlands to the sea, and brought to life with passionate and active citizen groups. The diverse and committed City leadership exemplifies great clarity of values and the courage to voice objecting opinions, but with grace and compassion.

The City of Marina (City) is seeking Consultant services for facilitating community engagement, public meetings/presentations, and conceptual design of primary entry points into the City. Gateway Sign locations include four (4) primary entry points into the City as well as the entry to the airport for a total of five (5) signage locations (See Exhibit A). The four City entry points will be similar in style materials, but the airport may have some unique attribute or feature specific to the airport. The gateway signs are located at or near the following intersections:

1. Blanco Road at Reservation Road
2. Reservation Road at Highway 1
3. Del Monte Boulevard at Reindollar Avenue
4. Imjin Parkway at Highway
5. Reservation Road and Imjin Road (Airport Entry Sign)

Scope of Work

TASK 1 – PUBLIC ENGAGEMENT AND PRE-DESIGN

1.1 - Pre-design Meeting and Site Visit

Consultant to plan and coordinate site walk and design kick-off meeting with the City. The pre-design meeting is an opportunity to:

- Connect with City staff and key stakeholders for an overview of the project.

- Assess and document visible site conditions in more detail.
- Attend a City tour to confirm understanding of regional character, unique sense of place, and design preferences.
- Clearly communicate and confirm understanding of project goals and priorities.
- Prepare a project schedule to help keep team accountable and on track.

Consultant will document the meeting in the form of site photos, aerial plan mark-ups, meeting minutes, and as applicable, include action items with responsible party and target due dates.

1.2 - Preliminary Sign Design

Based on currently available base maps and Google Earth imagery, and notes from site meeting, Consultant will prepare preliminary base maps, curate sample imagery for signs and materials, and prepare preliminary design boards to help envision potential design theme, style, and size options for Gateway sign design.

1.3 - Public Engagement

Based on preliminary design sketches, sample imagery, and conceptual-level base plans, Consultant to facilitate a public community outreach event to obtain preliminary feedback and preferences from key stakeholders and the local community. This could be a pop-up tent/booth at a large community gathering or coordinated with a scheduled, special event. Final location and timing to be determined.

Consultant to coordinate with City for preparation of public engagement event with one (1) flier/invitation, two (2) presentation boards, and materials to help advertise and facilitate feedback. Presentation boards to include photos of existing signs and materials/elements representative of the City of Marina, to receive feedback from the community.

Keys to success for Public Engagement:

- Work with City representatives to determine goals for public participation and intended level of impact on decision making.
- Meet people where they are. Utilize existing platforms and connector organizations found on Facebook and Next Door. Design non-permanent pop-ups at plazas, businesses and/or community events.
- Maintain consistent, transparent, authentic, and sustained communication.
- Plan, prepare, and conduct the work expeditiously, but not hastily. Public projects find success when they move at the speed of trust.

TASK 1 - DELIVERABLES:

- One (1) Site Visit/Meeting and Minutes
- Project Schedule
- Two (2) 24" x 36" Presentation Boards with Design/Material/Theme Options
- One (1) Public Engagement Flier, Facilitation & Meeting

TASK 2 – SCHEMATIC DESIGN**2.1 - Topographic Mapping and Data Procurement**

Based on feedback and information gathered from Phase 1, Consultant to identify the limit of work and necessary survey area for each of the five (5) gateway signage locations. Detailed field survey data to be obtained for all Gateway Sign locations. Quality base information provides a necessary foundation for design. Consultant will retain the services of Gray Electrical Consulting + Engineering, CORP to provide professional electrical engineering services for conceptual planning of electrical service requirements to support signage locations. Services include dry utility provider facility verification (i.e. map request), consulting, and review. Consultant will retain the services of Whitson Engineers to provide a field survey to determine existing conditions, available Right-of-Way boundary references, and project control. This task may include some or all of the following ground features:

- Locating of record Right-of-Way monumentation to relate boundary to improvements.
- Locating existing signs or improvements, tree trunks, grade breaks and hardscape improvements.
- Surface evidence of utilities or other underground lines (sewer, storm drain water, electric, cable TV, telephone)
- Plot underground alignments of utilities if plans are available.

2.2 - Schematic Design

Based on updated base and data procurement information, Consultant to prepare three (3) schematic design options for City Gateway signs and three (3) schematic design options for the Airport sign location for a total of six (6) conceptual, full color sign elevations, and imagery to depict material/finish options. Sign elevation options may vary in scale and style. In coordination with three (3) elevation options, fifteen (15) schematic design plans will be prepared to identify approximate limit of work, proposed improvements, and opportunities/constraints with existing trees, structures, setbacks to travel lanes, line of sight restrictions, and/or utilities as they relate to each sign option. Understanding the City's commitment to water savings and preservation of native

trees and landscaping, plans will include areas for tree protection, supplemental planting, irrigation, and preliminary plant palette only where appropriate.

2.3 - Public Engagement

Based on outreach and feedback from Task 1, up-to-date survey information, and three (3) concept options, Consultant to engage in the second phase of community meetings/events for public review and feedback. This will include a second, public and interactive community meeting, as well as formal presentations at scheduled Planning Commission and City Council meetings.

TASK 2 - DELIVERABLES:

- Topographic Survey, Preliminary Utility Coordination & Right-of-Way Determination
- Six (6) Gateway Sign Elevation Options (with two (2) revisions included)
- Fifteen (15) Gateway Sign Schematic Plans (with two (2) revisions included)
- Five (5) 24" x 36" Presentation Boards with Design Options
- One (1) Public Engagement Flier, Facilitation & Meeting
- Attend/Present Public Agency Meetings (Planning Commission and City Council; Two (2) Total)

Additional Services

The following professional services are not included in this proposal but can be coordinated or included as a sub-consultant, pending further discussion and agreement with the City.

- Traffic Control
- Website Hosting, Design, and Development
- Arborist Services
- Agency Application/Permit Processing/Fees
- Site Specific, Three-Dimensional Renderings/Photo Simulations
- Marking Utility Locations On-Site

Fees

Fees for Professional Services outlined above shall be billed monthly on a time and materials basis, not to exceed the amount of \$74,032. Should we reach this amount, approval, in advance, must be given by Client for additional fees.

Billing

Billing shall be on a monthly basis. Direct costs such as printing, travel over 50 miles, materials, photography, sub-consultants, and other non-wage expenses are considered reimbursable and are billed at cost plus 10%.

Signature

Name



Bianca E. Koenig, PLA, CA Lic. No. 5081
BEK COLLECTIVE INC
Landscape Architects are licensed by the State of California

Date

01/26/2023

Date

EXHIBIT B

Sign Locations (approximate)

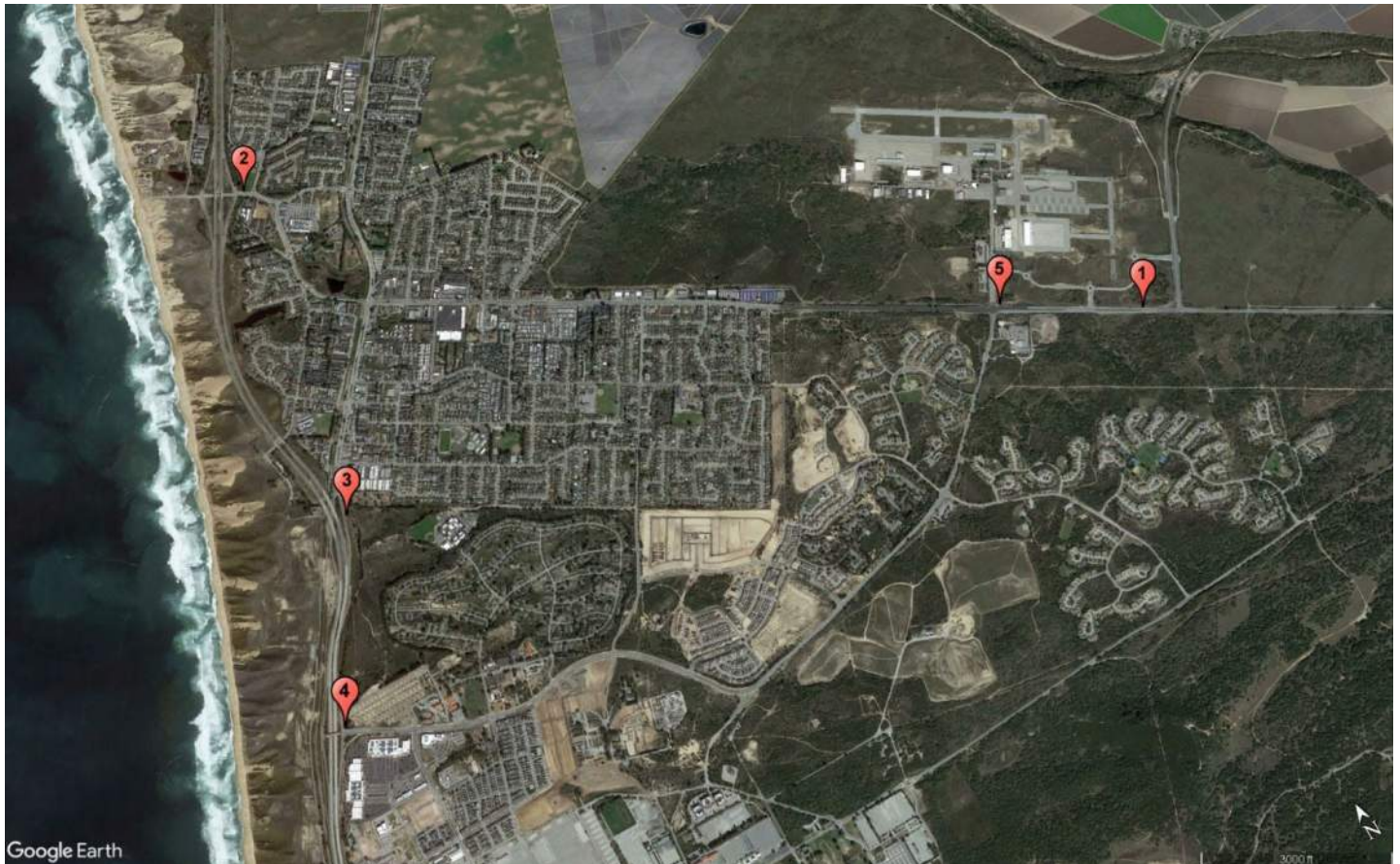


EXHIBIT B
BUDGET SUMMARY
MARINA GATEWAY SIGNAGE DESIGN SERVICES
Professional Consulting Services
City of Marina, CA

EXHIBIT A

		Landscape Architecture & Design Services								Civil Engineering and Surveying Services						Structural		Electrical Engineering Services				Direct Reimb. Costs	Service Fee (10%)	TOTAL	
		BEK COLLECTIVE INC						RMA (Irrigation)		WHITSON ENGINEERS						SSG, LLP		GECE CORP							
		PM/Owner B.Koenig/B.Maran		Sr. Designer J. Koenig/Feld		Designer		PM/Owner Chris Mitchell		Principal Andy Hunter		Land Surveyor. Chuck Pugh		1-Person Field Crew		PM/Owner Michael Parolini		PM/Owner Heather Gray		Utility Coordinator					
		\$165		\$125		\$95		\$150		\$240		\$175		\$210		\$210		\$200		\$152					
Task	Description	hours	cost			hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	cost	cost	hours	cost
TASK 1	PUBLIC ENGAGEMENT AND PRE-DESIGN																								
1.1	Pre-Design Meeting and Site Visit	6	\$990	0	\$0	4	\$380	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$250	\$25.00	10	\$1,645
1.2	Preliminary Sign Design	12	\$1,980	32	\$4,000	12	\$1,140	4	\$600	4	\$960	4	\$700	0	\$0	4	\$840	8	\$1,600	12	\$1,824	\$0	\$652.40	92	\$14,296
1.3	Public Engagement	24	\$3,960	12	\$1,500	12	\$1,140	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$500	\$50.00	48	\$7,150
	TASK 1 Subtotal	42	\$6,930	44	\$5,500	28	\$2,660	4	\$600	4	\$960	4	\$700	0	\$0	4	\$840	8	\$1,600	12	\$1,824	\$750	\$727	150	\$23,091
TASK 2	SCHEMATIC DESIGN																								
2.1	Topographic Mapping and Data Procurement	1	\$165	0	\$0	0	\$0	0	\$0	2	\$480	30	\$5,250	32	\$6,720	0	\$0	0	\$0	0	\$0	\$150	\$1,260.00	65	\$14,025
2.2	Schematic Design	48	\$7,920	72	\$9,000	90	\$8,550	0	\$0	2	\$480	5	\$875	0	\$0	0	\$0	0	\$0	0	\$0	\$150	\$150.50	217	\$27,126
2.3	Public Engagement	24	\$3,960	24	\$3,000	24	\$2,280	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$500	\$50.00	72	\$9,790
	TASK 2 Subtotal	73	\$12,045	96	\$12,000	114	\$10,830	0	\$0	4	\$960	35	\$6,125	32	\$6,720	0	\$0	0	\$0	0	\$0	\$800	\$1,461	354	\$50,941
	Project Subtotal	115	\$18,975	140	\$17,500	142	\$13,490	4	\$600	8	\$1,920	39	\$6,825	32	\$6,720	4	\$840	8	\$1,600	12	\$1,824	\$1,550	\$2,188	504	\$74,032
GRAND TOTAL																								\$74,032	

Notes:

- 1) Fees quoted in this proposal will remain valid for 90 days from the submittal date.
- 2) Reimbursable costs service fee at 10%.
- 3) Subconsultant service fee at 10%.
- 4) Survey Field Crew Rate based on Prevailing Wage Rates.
- 5) Fees do not include drilling permits, encroachment permits, or traffic control.



CITY OF MARINA

GATEWAY ENTRY SIGNS
FEE SCHEDULE

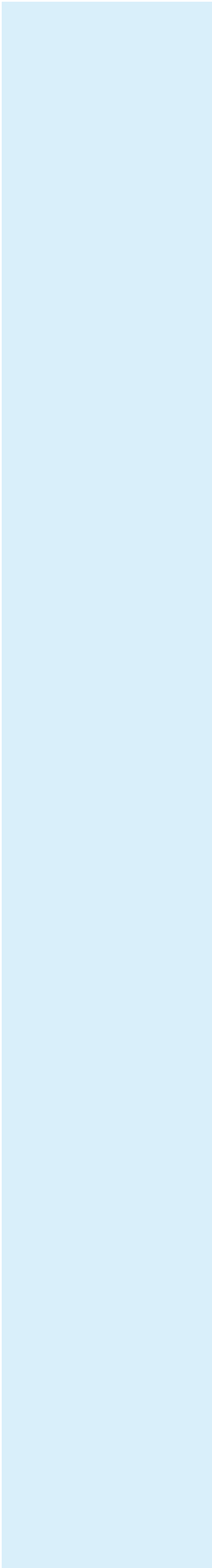
SUBMITTED BY



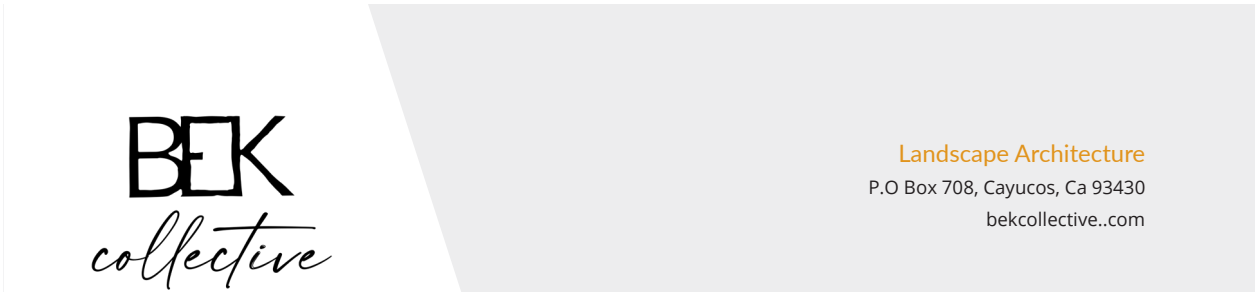
OCTOBER 19, 2022

CONTENTS

HOURLY RATE SCHEDULES	1
FORMS OF AGREEMENT	11







HOURLY RATE SCHEDULE

CATEGORY	HOURLY RATE
Landscape Architect or Principal	\$165.00/hr
Senior Designer/Technician	\$125.00/hr
Designer/Technician	\$95.00/hr
Administrator	\$85.00/hr

REIMBURSABLES

Professional Services by Others	Cost Plus 10%
Material, Postage, Reproduction, Phone	Cost Plus 10%
Mileage	Current Federal Rate

Bianca E. Koenig, ASLA, RLA, Lic. No. 5081
bianca@bekcollective.com



Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

whitsonengineers.com

HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 240.00
Senior Civil Engineer	\$ 195.00
Senior Land Surveyor	\$ 195.00
Civil Engineer	\$ 175.00
Land Surveyor	\$ 175.00
Senior Associate Engineer / Surveyor	\$ 165.00
Associate Engineer / Surveyor	\$ 150.00
Assistant Engineer / Surveyor	\$ 130.00
Senior Engineering / Survey Technician	\$ 125.00
Engineering / Survey Technician	\$ 120.00
Administrative Support	\$ 75.00
Engineering Aide	\$ 70.00
Expert Witness / Court Hearing	\$ 325.00
Field Surveying*	
One Person Survey Crew (Prevailing Wage)	\$ 210.00
Two Person Survey Crew (Prevailing Wage)	\$ 350.00
Reimbursables	
Professional Services by Others	Cost Plus 10%
In-House Large Format Plotting / Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
Rates effective January 1, 2020

#41



Structural Engineering

811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
ssgse.com

HOURLY RATE SCHEDULE

Position	Rate
Principal Structural Engineer	\$210 / hr
Principal Engineer	\$200 / hr
Senior Structural Engineer	\$160 / hr
Structural Engineer	\$145 / hr
Senior Project Engineer	\$135 / hr
Project Engineer	\$125 / hr
Staff Engineer	\$115 / hr
Production (CAD) Operator	\$90 / hr
Production (CAD) Technician	\$75 / hr
Administrative Professional	\$50 / hr
Reimbursable Expenses shall be billed at a rate of 1.1 times direct cost (Mileage, Travel, Printing, Shipping, Etc.)	

Michael E. Parolini, PE,, SE
SSG Structural Engineers, LLP
michael.parolini@ssgse.com
M | 805.391.7819
O | 805.439.211



Irrigation Consulting

2760 Camino Diablo, Walnut Creek, CA 94597

rmairrigation.com

HOURLY RATE SCHEDULE

CATEGORY	HOURLY RATE
Principal Designer	\$150.00
Design Assistant	\$125.00
Draftsman	\$100.00
Fieldwork	\$ 75.00
Clerical	\$150.00
	\$ 75.00

Chris Mitchell, Irrigation Consultant, Vice President
Russell D. Mitchell & Associates, Inc. (RMA)
cmitchell@rmairrigation.com
925.939.3985



Electrical Consulting + Engineering

2529 Professional Parkway, Suite A
P.O. Box 368, Santa Maria, CA 93456
gececorp.com

GECE Rate Schedule - Engineering Services	
Engineering	
Professional Electrical Engineer	\$174
Expedited Professional Electrical Engineering Services	\$190
Sr. Electrical Designer	\$150.00
Electrical Designer	\$126.50
Drafting	
Sr. Electrical Drafting Technician (3-D Modeling for Electrical Systems)	\$110
Electrical Drafting Technician	\$95
Project Management / Project Controls / Administrative	
Utility Coordinator	\$131.75
Electrical Project Manager	\$126.50
Secretarial	\$68.50
Equipment / Services	
Reproduction, Postage, and Shipping	Cost + 10%
Airfare, Lodging, and Travel Expenses	Cost + 15%
Mileage	\$0.56 / mile
AutoCAD File Issuance (As Built Purposes), < 30 sheets	\$75 / sheet
AutoCAD File Issuance (As Built Purposes), > 30 sheets	\$55 / sheet
Overtime rates are 1.5 times the hourly rate, when services are provided beyond 8 hours in a given workday. These rates are subject to change by GECE every 12-month period on the anniversary of the execution of this proposal.	

Heather A. Gray, Electrical Engineer, Owner, Principal
Gray Electrical Consulting+ Engineering
805.361.0525

This page intentionally left blank.

EXHIBIT C - INSURANCE

Consultant 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 Consultant, 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 Consultant 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 consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If Consultant 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 Consultant. 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 Consultant 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 Consultant’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, Consultant'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 Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

Consultant 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 Consultant'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

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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 Consultant 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 Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant 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, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Consultant 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 Consultant'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

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 5, 2023

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2022-, APPROVING THE PHASE 4B FINAL MAP FOR THE SEA HAVEN DEVELOPMENT PROJECT SUBDIVISION (FORMERLY MARINA HEIGHTS), AND AUTHORIZING THE CITY CLERK TO CERTIFY THE FINAL MAP 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 approving the Phase 4B Final Map for Sea Haven Development Project Subdivision (“**EXHIBIT A**”), and;
2. Consider authorizing the City Clerk to certify the Final Map on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of March 21, 2006, the City Council adopted Resolution No. 2006-56, approving the Phase 1 Final Map for the Marina Heights Development Project Subdivision. The Phase 1 final map and improvement plans were only for the major roadways (Arterials) and utilities for the Marina Heights Project.

At the regular meeting of September 6, 2006, the City Council adopted Resolution 2006-228, approving the Phase 2 Final Map for the Marina Heights. The Phase 2 final map and improvement plans were for the first 299 residential units in the Marina Heights Project.

At the regular meeting of August 7, 2019, the City Council adopted Resolution 2019-81, approving the Phase 5A Final Map for the Marina Heights (now Sea Haven).

At the regular meeting of February 4, 2020, the City Council adopted Resolution 2020-23, approving the Phase 3A Final Map for the Sea Haven project.

At the regular meeting of March 16, 2021, the City Council adopted Resolution 2021-19, approving the Phase 3B Final Map for the Sea Haven project.

At the regular meeting of June 21, 2022, the City Council adopted Resolution 2022-84, approving the Phase 4A Final Map for the Sea Haven project.

ANALYSIS:

The developers have submitted the Phase 4B subdivision map (“**EXHIBIT A**”) to the City and the Marina Coast Water District for review and approval. Improvement plans have also been submitted to the City and the Marina Coast Water District for review and approval (“**EXHIBIT B**”- Cover Sheet Only). After review, staff has determined that the conditions of approval have been met for the Final Map and Improvement Plans for Phase 4B with the exception of a Public Improvement Agreement. Marina Coast Water District staff have also reviewed and approved the plans.

The Developer has also submitted a Public Improvement Agreement for Council consideration and will provide labor and materials and faithful performance bonds required for the recordation of the Phase 4B Final Map. The Public Improvement Agreement will be discussed during this meeting and is a Tentative Map condition of Final Map approval and that it be accepted prior to Final Map approval. It has been determined that all other Tentative Map Conditions of Approval have been met.

The Phase 4B final map and improvement plans are for 88 residential units in the Marina Heights Project. The Phase 4B final map and improvement plans include the specific neighborhood improvements such as parks and open space that support 88 residential units including 18 below market rate (BMR) single family residential units and one BMR condo site. The condo site will have six units for a total of 24 below market rate units for this phase.

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

FISCAL IMPACT:

Should the City Council approve this request, the Developer has provided payment to cover the costs associated with the production, review, and recording of the Final Map.

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
City of Marina

REVIEWED/CONCUR:

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

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY OF MARINA APPROVING THE PHASE 4B
FINAL MAP FOR THE SEA HAVEN DEVELOPMENT PROJECT
SUBDIVISION (FORMERLY MARINA HEIGHTS), AND AUTHORIZING
THE CITY CLERK TO CERTIFY THE FINAL MAP ON BEHALF OF THE
CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY

WHEREAS, at the regular meeting of March 21, 2006, the City Council adopted Resolution No. 2006-56, approving the Phase 1 Final Map for the Marina Heights Development Project Subdivision. The Phase 1 final map and improvement plans were only for the major roadways (Arterials) and utilities for the Marina Heights Project, and;

WHEREAS, at the regular meeting of September 6, 2006, the City Council adopted Resolution 2006-228, approving the Phase 2 Final Map for the Marina Heights. The Phase 2 final map and improvement plans were for the first 299 residential units in the Marina Heights Project, and;

WHEREAS, at the regular meeting of August 7, 2019, the City Council adopted Resolution 2019-81, approving the Phase 5A Final Map for the Marina Heights (now Sea Haven), and;

WHEREAS, at the regular meeting of February 4, 2020, the City Council adopted Resolution 2020-23, approving the Phase 3A Final Map for the Sea Haven project, and;

WHEREAS, at the regular meeting of March 16, 2021, the City Council adopted Resolution 2021-19, approving the Phase 3B Final Map for the Sea Haven project, and;

WHEREAS, at the regular meeting of June 21, 2022, the City Council adopted Resolution 2022-84, approving the Phase 4A Final Map for the Sea Haven project, and;

WHEREAS, the developers have submitted the Phase 4B subdivision map (“EXHIBIT A”) to the City and the Marina Coast Water District for review and approval. Improvement plans have also been submitted to the City and the Marina Coast Water District for review and approval (“EXHIBIT B”- Cover Sheet Only). After review, staff has determined that the conditions of approval have been met for the Final Map and Improvement Plans for Phase 4B with the exception of a Public Improvement Agreement. Marina Coast Water District staff have also reviewed and approved the plans, and;

WHEREAS, the Developer has also submitted a Public Improvement Agreement for Council consideration and will provide labor and materials and faithful performance bonds required for the recordation of the Phase 4B Final Map. The Public Improvement Agreement will be discussed during this meeting and is a Tentative Map condition of Final Map approval and that it be accepted prior to Final Map approval. It has been determined that all other Tentative Map Conditions of Approval have been met, and;

WHEREAS, the Phase 4B final map and improvement plans are for 88 residential units in the Marina Heights Project. The Phase 4B final map and improvement plans include the specific neighborhood improvements such as parks and open space that support 88 residential units including 18 below market rate (BMR) single family residential units and one BMR condo site. The condo site will have six units for a total of 24 below market rate units for this phase, and;

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

WHEREAS, should the City Council approve this request, the Developer has provided payment to cover the costs associated with the production, review, and recording of the Final Map.

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

1. Approve the Phase 4B Final Map for Sea Haven Development Project Subdivision (**"EXHIBIT A"**), and;
2. Authorize the City Clerk to certify the Final Map on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th day of December 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

N: 2,138,950 E: 5,746,200

OWNER'S STATEMENT

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

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

- FOR ROAD AND UTILITY PURPOSES, THOSE PORTIONS OF LAND DESCRIBED HEREON, ARROYO DRIVE, INYO COURT, RUBICON COURT, SAMWILL COURT, SALINAS AVENUE 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.

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

- FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES (EMERGENCY VEHICLE ACCESS EASEMENT, OR EVAE), TO THE CITY OF MARINA, WITHIN THE SUBDIVISION, THE AREAS DESIGNATED HEREON AS PARCEL 4A5.
- FOR PEDESTRIAN ACCESS PURPOSES, PUBLIC TRAIL EASEMENTS (TE), TO THE CITY OF MARINA, WITHIN THE SUBDIVISION, OVER PARCELS N40, N43, N48 AND AREAS WHERE DESIGNATED WITHIN THE SUBDIVISION SHOWN ON THIS MAP.
- PUBLIC UTILITY EASEMENTS (PUE), OVER THE ENTIRETY OF PARCELS 4A5, N42, N43, N47, & N48, THE PORTION SO DESIGNATED ON PARCEL N40, AND AREAS WHERE DESIGNATED WITHIN THE SUBDIVISION SHOWN ON THIS MAP FOR THE CONSTRUCTION, MAINTENANCE, USE, REPLACEMENT, IMPROVEMENT, AND OPERATION OF, SANITARY SEWERS, 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.

WE ALSO HEREBY CREATE A STORM DRAIN EASEMENT (SDE) OVER, UNDER, AND ACROSS THE DESIGNATED AREAS AS SHOWN HEREON, WHICH WILL REMAIN PRIVATE AND WILL BE TRANSFERRED TO THE HOME OWNER'S ASSOCIATION AT A FUTURE DATE.

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

WE ALSO HEREBY CREATE PARCELS G4, 4A5, N40, N42, N43, N47 AND N48 WHICH WILL REMAIN PRIVATE AND WILL BE TRANSFERRED TO THE HOME OWNER'S ASSOCIATION AT A FUTURE DATE.

THE FILING OF THIS TRACT MAP SHALL SHOW THE SUBDIVISION OF LAND FOR THE PURPOSES OF CREATING UP TO 6 RESIDENTIAL CONDOMINIUM UNITS ON LOT 830

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.

WATHEN CASTANOS PETERSON HOMES, INC., A DELAWARE CORPORATION

BY: JOSHUA E. PETERSON, PRESIDENT

104 INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: FARID ASSEMI, MANAGER

LOCANS INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: FARID ASSEMI, MANAGER

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

BY: FARID ASSEMI, PRESIDENT

BY: JOHN A. BEZMALINOVIC, SECRETARY

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 ,
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:

COUNTY RECORDER'S STATEMENT

FILED THIS ____ DAY OF , 2023, AT ____ : ____ .M. IN VOLUME ____ OF
CITIES AND TOWNS, AT PAGE ____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

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

DOCUMENT NO.: FEE: \$

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.

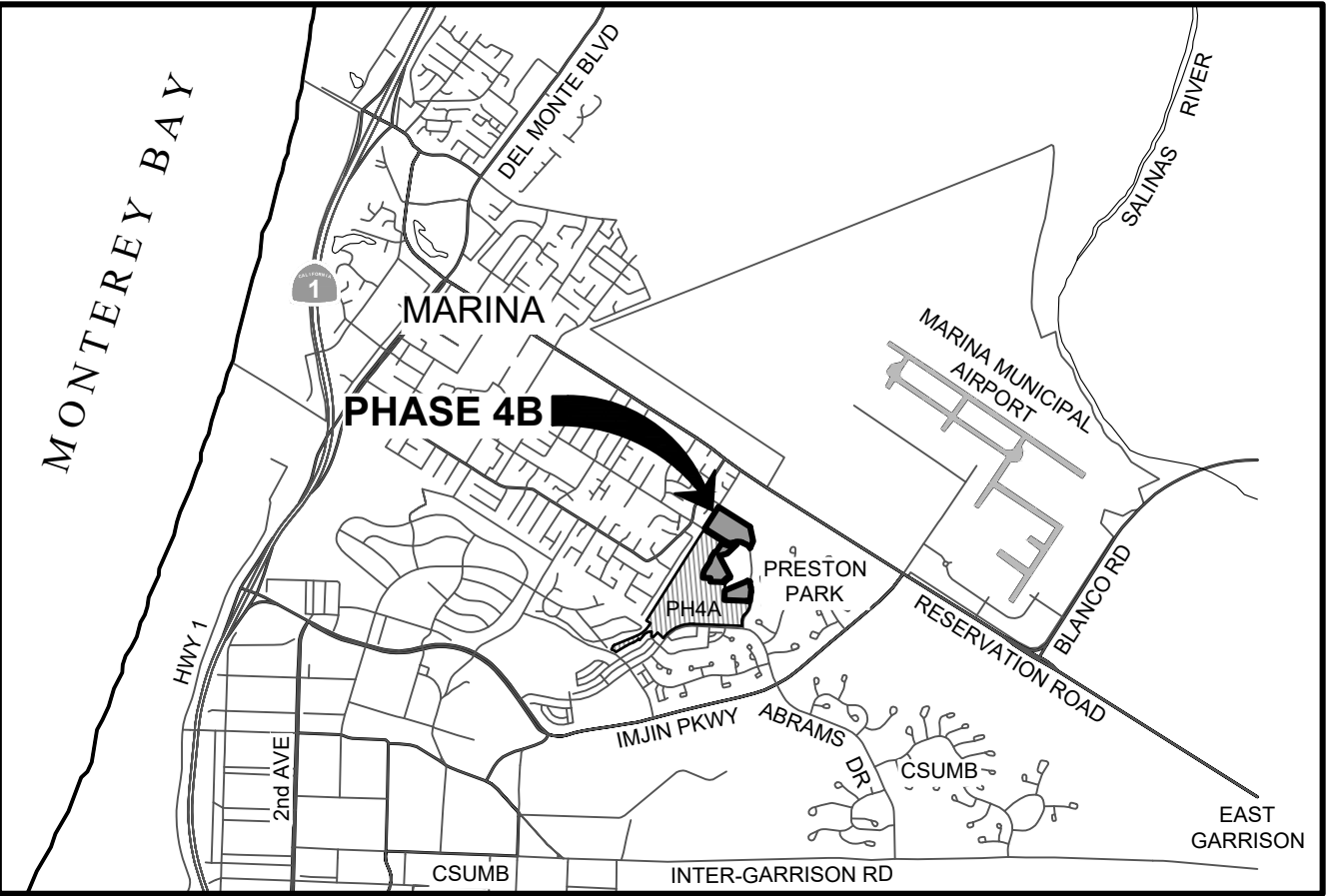
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL.

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

VICINITY MAP

SCALE: 1" = 4000'



TRACT NO. MARINA HEIGHTS PHASE 4B

A 20.46 AC. SUBDIVISION OF
PARCEL 6 AS SHOWN ON "TRACT MAP, MARINA HEIGHTS PHASE 1",
FILED IN VOLUME 23 CITIES & TOWNS, PAGE 29 AND
PARCELS 4B.1 & 4B.2 AS SHOWN ON
"PARCEL MAP, MARINA HEIGHTS PHASE 4A & 4B", FILED IN
VOLUME 24 PARCEL MAPS, PAGE 15, OFFICIAL RECORDS OF
MONTEREY COUNTY, CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY, CALIFORNIA

BENEFICIARY STATEMENT

BANK OZK, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED AS DOCUMENT #2021019806, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND SUBDIVISION AS SHOWN HEREON AS BENEFICIARY.

BANK OZK
BY: _____
NAME: MATT BUCHANAN
TITLE: EXECUTIVE VICE PRESIDENT

BENEFICIARY'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: _____

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 AS ARROYO DRIVE, INYO COURT, RUBICON COURT, SAMWILL COURT, AND SALINAS AVENUE 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:

WATHEN CASTANOS PETERSON COASTAL, L.P.
2505 ALLUVIAL AVENUE
CLOVIS, CA 93611

WATHEN CASTANOS PETERSON HOMES, INC.
2505 ALLUVIAL AVENUE
CLOVIS, CA 93611

104 INVESTMENTS, LLC
5260 N. PALM AVENUE, SUITE 421
FRESNO, CA 93704

LOCANS INVESTMENTS, LLC
5260 N. PALM AVENUE, SUITE 421
FRESNO, CA 93704

BENEFICIARY STATEMENT

CYPRESS MARINA HEIGHTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED AS DOCUMENT #2018015916, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND SUBDIVISION AS SHOWN HEREON AS BENEFICIARY.

CYPRESS MARINA HEIGHTS, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY
BY: _____
NAME: _____
TITLE: AUTHORIZED REPRESENTATIVE

BENEFICIARY'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 FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF () PHYSICAL PRESENCE OR () ONLINE NOTARIZATION, THIS _____ DAY OF _____ , 2023, BY _____, IN HIS/HER CAPACITY AS AN AUTHORIZED REPRESENTATIVE OF CYPRESS MARINA HEIGHTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, WHO IS () PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____)

CITY ENGINEER AND SURVEYOR'S STATEMENT

I, BRIAN McMINN, CITY ENGINEER AND CITY SURVEYOR OF THE 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 THE 16TH DAY OF SEPTEMBER, 2003; 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, AND THIS MAP IS TECHNICALLY CORRECT.

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

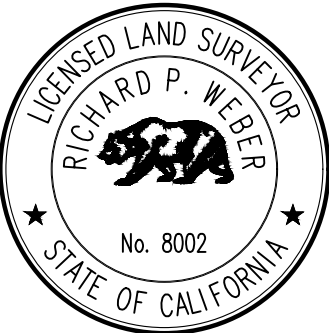
DATE: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WATHEN CASTANOS PETERSON HOMES, INC IN SEPTEMBER 2019. 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: _____



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 SEPTEMBER 16, 2003, 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 DIRECTOR
CITY OF MARINA

DATE

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 THE _____ DAY OF _____, 2023, 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

SIGNATURE OMISSIONS

SIGNATURES OF THE FOLLOWING HOLDERS OF EASEMENT INTERESTS OVER THE SUBDIVIDED LANDS HAVE BEEN OMITTED FROM THIS MAP IN ACCORDANCE WITH SECTION 66445(e) OF THE CALIFORNIA SUBDIVISION MAP ACT:

- PACIFIC GAS & ELECTRIC COMPANY – EASEMENT HOLDER PER REEL 3506, PAGE 1533 AND DOC. #2006063194, OFFICIAL RECORDS OF MONTEREY COUNTY
- MARINA COAST WATER DISTRICT – EASEMENT HOLDER PER DOC. # 2006063192, OFFICIAL RECORDS OF MONTEREY COUNTY

SOILS REPORT STATEMENT

A SOILS REPORT DATED JULY 7, 2021 PREPARED BY QUANTUM GEOTECHNICAL INC. HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF MARINA'S PUBLIC WORKS DEPARTMENT.

TRACT NO. _____
MARINA HEIGHTS
PHASE 4B

A 20.46 AC. SUBDIVISION OF
PARCEL 6 AS SHOWN ON "TRACT MAP, MARINA HEIGHTS PHASE 1",
FILED IN VOLUME 23 CITIES & TOWNS, PAGE 29 AND
PARCELS 4B.1 & 4B.2 AS SHOWN ON
"PARCEL MAP, MARINA HEIGHTS PHASE 4A & 4B", FILED IN
VOLUME 24 PARCEL MAPS, PAGE 15, OFFICIAL RECORDS OF
MONTEREY COUNTY, CALIFORNIA

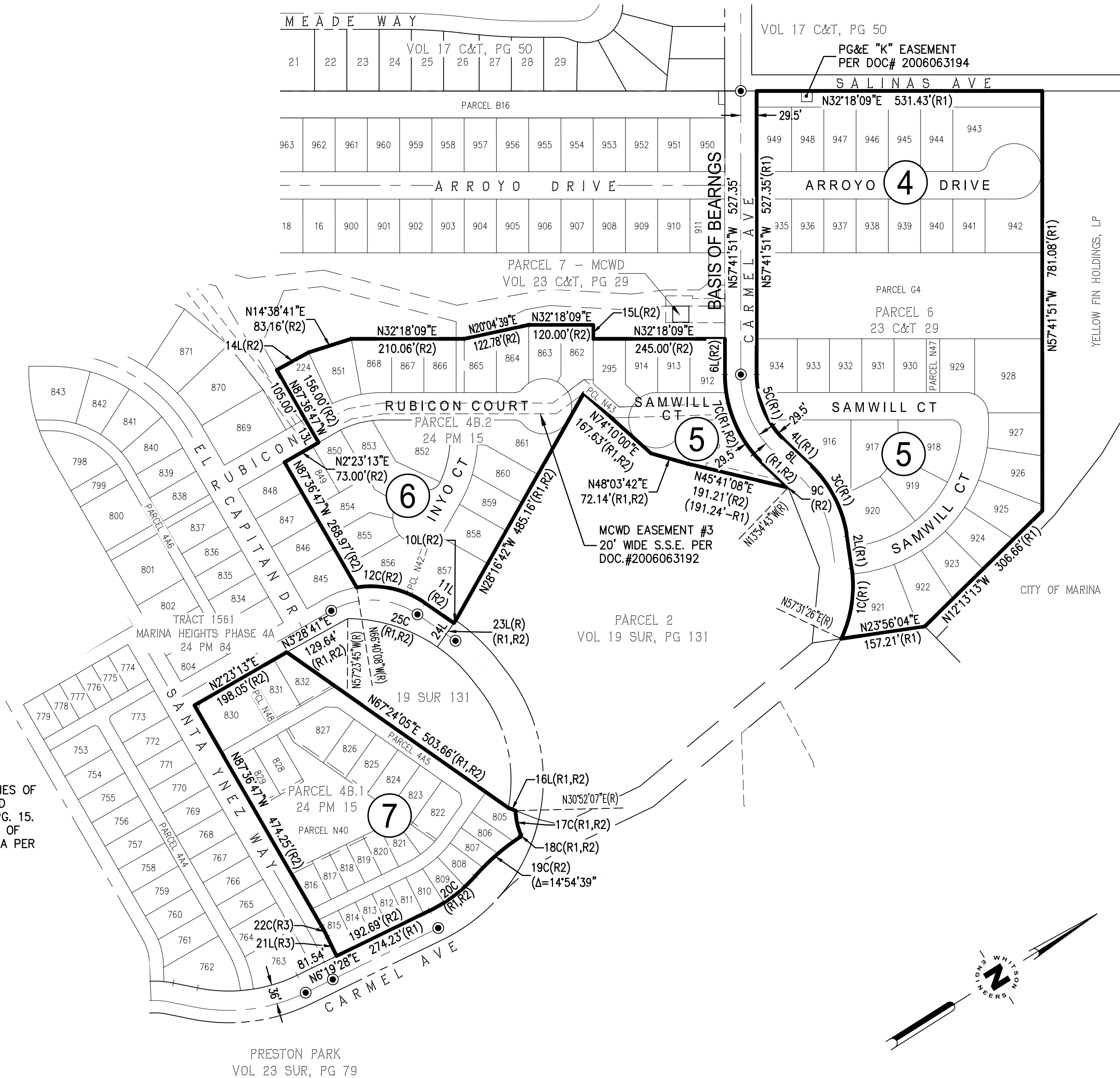
PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY, CALIFORNIA

JOB NO. 4007.01 NOVEMBER 1, 2023 SHEET 2 OF 7

LINE & CURVE DATA			
No.	DELTA/BEARING	RADIUS	LENGTH
1C	33°34'55"	229.50	134.51
2L	N66°03'29"W		60.88
3C	38°01'31"	229.50	152.31
4L	N75°55'00"E		63.81
5C	46°23'09"	170.50	138.03
6L	N57°41'51"W		66.35
7C	46°23'09"	229.50	185.80
8L	S75°55'00"W		63.81
9C	0°10'18"	170.50	0.51
10L	N22°56'46"W		5.99
11L	N67°03'14"E		64.88
12C	43°43'22"	175.50	133.93
13L	N87°36'47"W		51.00
14L	N03°32'52"E		67.68
15L	N57°41'51"W		26.00
16L	N53°18'06"E		14.60
17C	21°58'20"	119.50	45.83
18C	79°49'33"	3.50	4.88
19C	14°54'38"	429.50	111.77
20C	22°30'47"	271.00	106.48
21L	N83°40'32"W		39.63
22C	3°56'15"	325.50	22.37
23L	N22°56'46"W		60.00
24L	N22°56'46"W		54.01
25C	34°26'59"	295.00	177.37

RECORD REFERENCES

DIMENSIONS SHOWN ALONG THE EXTERIOR BOUNDARIES OF PARCELS 4B.1 AND 4B.2 REPRESENT MEASURED AND RECORD DATA PER VOL. 24 OF PARCEL MAPS AT PG. 15. DIMENSION SHOWN ALONG THE EXTERIOR BOUNDARY OF PARCEL 6 REPRESENT RECORD AND MEASURED DATA PER VOLUME 23 OF CITIES AND TOWNS AT PAGE 29.



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
- STANDARD STREET MONUMENT STAMPED LS 24400
- SET PER 23 C&T 42 AND 24 C&T 72, (UNLESS OTHERWISE NOTED)
- FOUND MONUMENT, AS NOTED
- AC ACRES
- (BD) BOUNDARY
- PUE PUBLIC UTILITIES EASEMENT
- SDE STORM DRAIN EASEMENT
- SF SQUARE FEET
- TE TRAIL EASEMENT
- 4 SHEET NUMBER

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP AND SURVEY IS THE BEARING OF N 57°41'51" W BETWEEN MONUMENTS FOUND ALONG THE CENTERLINE OF CARMEL AVENUE AND SHOWN HEREON, AS SHOWN ON THAT MAP FILED FOR RECORD IN VOLUME 24 OF PARCEL MAPS AT PAGE 15, MONTEREY COUNTY, CALIFORNIA.

RECORD REFERENCES

- (R1) VOLUME 23 OF CITIES & TOWNS, AT PAGE 29
- (R2) VOLUME 24 OF PARCEL MAPS , AT PAGE 15

NOTES:

- ALL PROPERTY CORNERS ADJACENT TO STREET FRONTAGES SHALL BE REFERENCED WITH A BRASS TAG STAMPED "LS 8002" SET IN CONCRETE, 1 FOOT INTO THE RIGHT-OF-WAY ALONG THE PROJECTED LOT SIDELINES.
- ALL PROPERTY CORNERS ADJACENT TO THE LANE FRONTAGES SHALL BE REFERENCED WITH A BRASS TAG STAMPED "LS 8002" SET ALONG THE PROJECTED LOT LINE AT AN ARBITRARY DISTANCE FROM THE LOT CORNER IN CONCRETE CURB. FOR THIS MAP THE LANE IS REPRESENTED AS PARCEL 4A5.

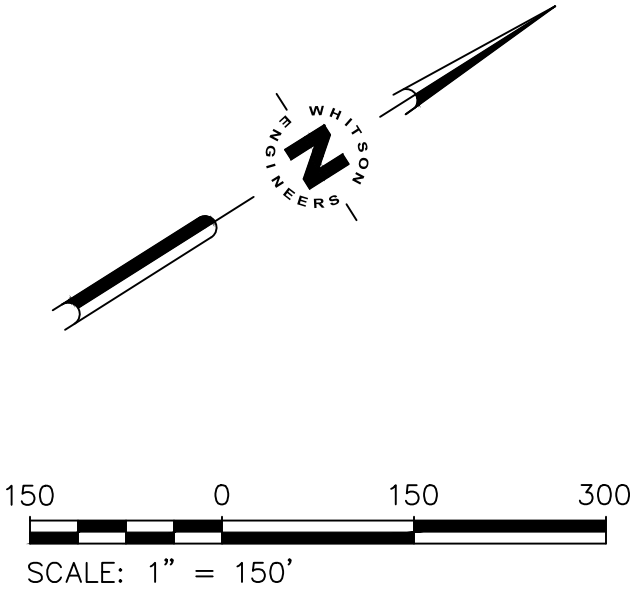
TRACT NO. MARINA HEIGHTS PHASE 4B

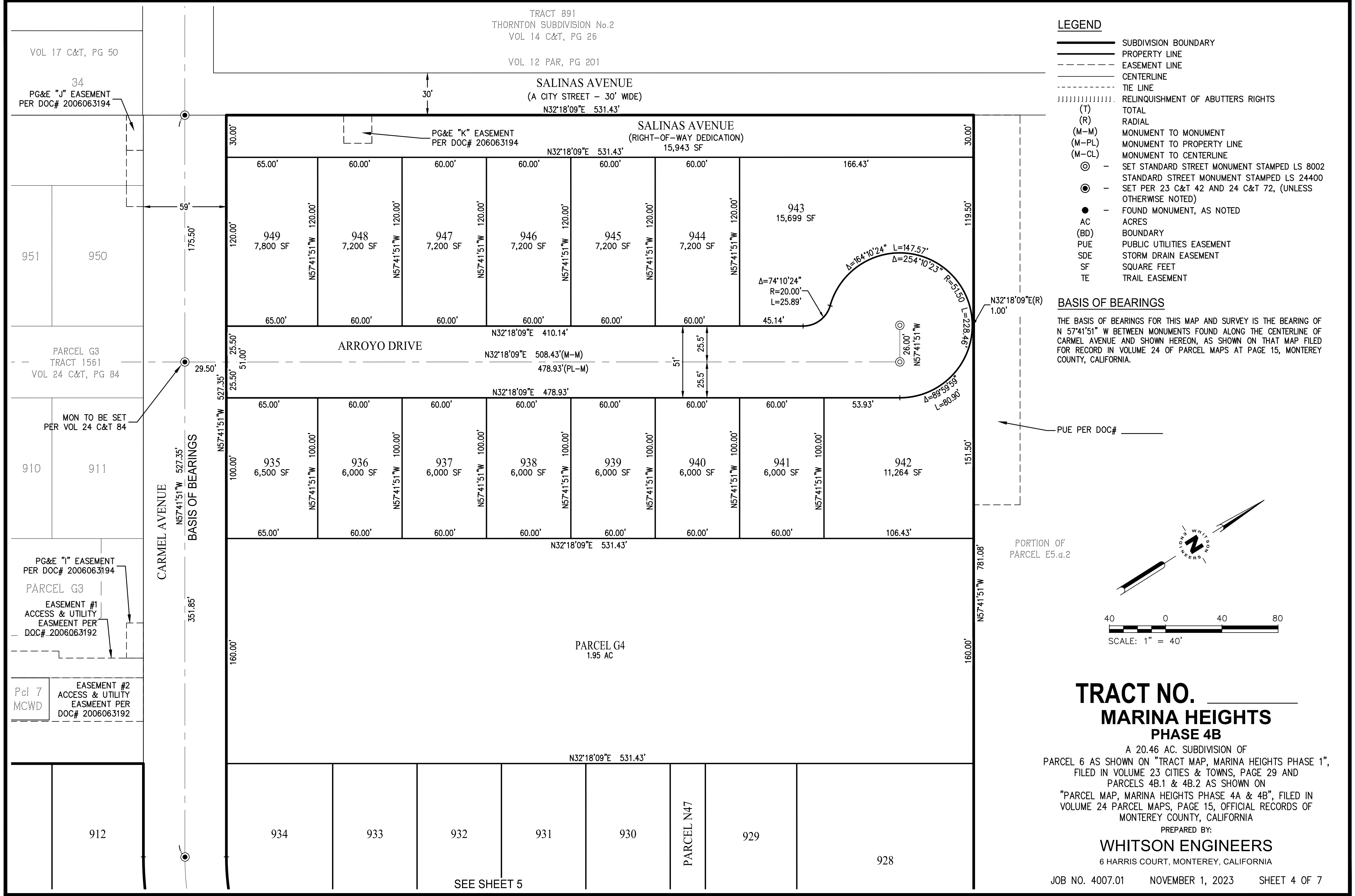
A 20.46 AC. SUBDIVISION OF PARCEL 6 AS SHOWN ON "TRACT MAP, MARINA HEIGHTS PHASE 1", FILED IN VOLUME 23 CITIES & TOWNS, PAGE 29 AND PARCELS 4B.1 & 4B.2 AS SHOWN ON "PARCEL MAP, MARINA HEIGHTS PHASE 4A & 4B", FILED IN VOLUME 24 PARCEL MAPS, PAGE 15, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA

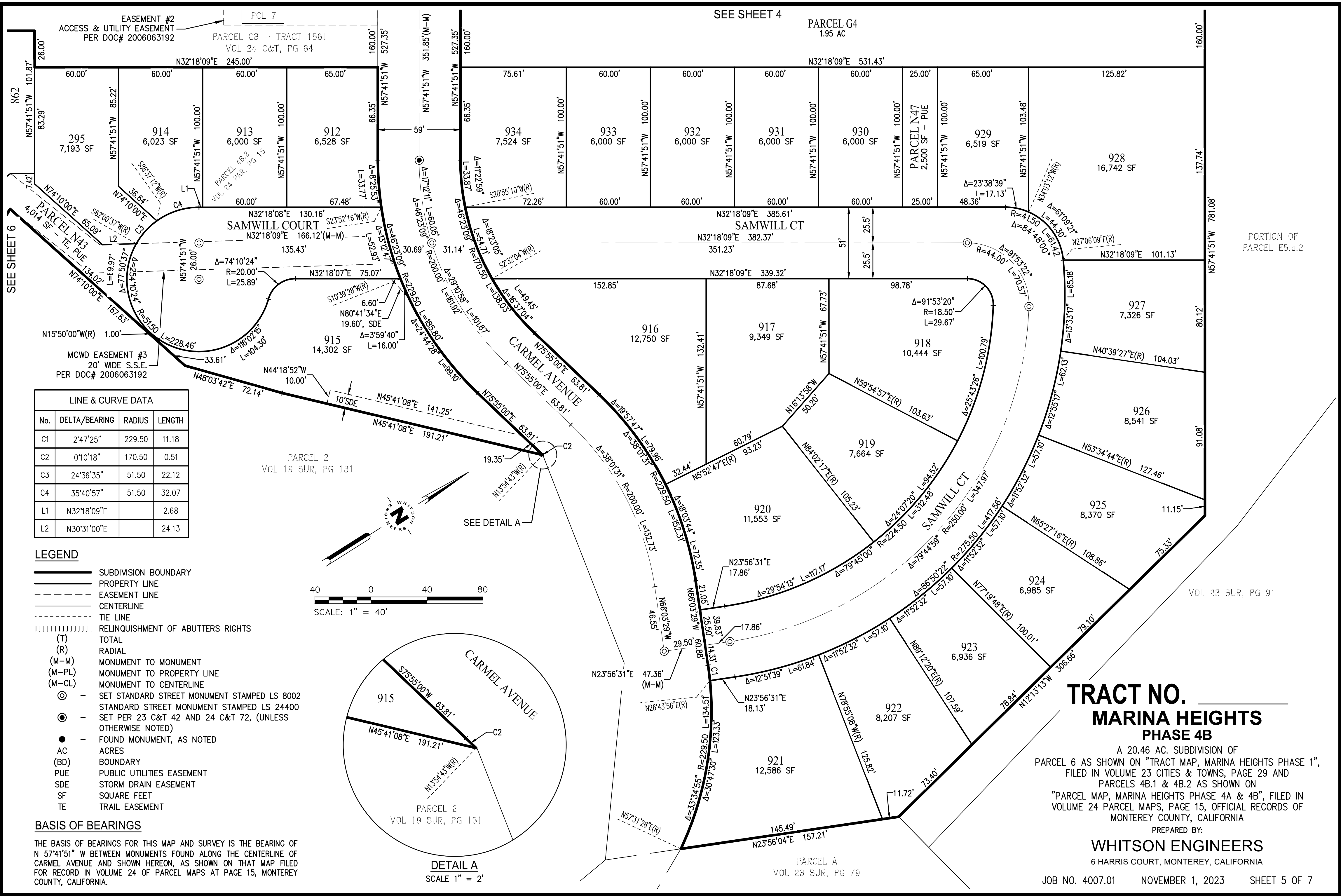
PREPARED BY:

WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY, CALIFORNIA

JOB NO. 4007.01 NOVEMBER 1, 2023 SHEET 3 OF 7







TRACT NO. MARINA HEIGHTS PHASE 4B

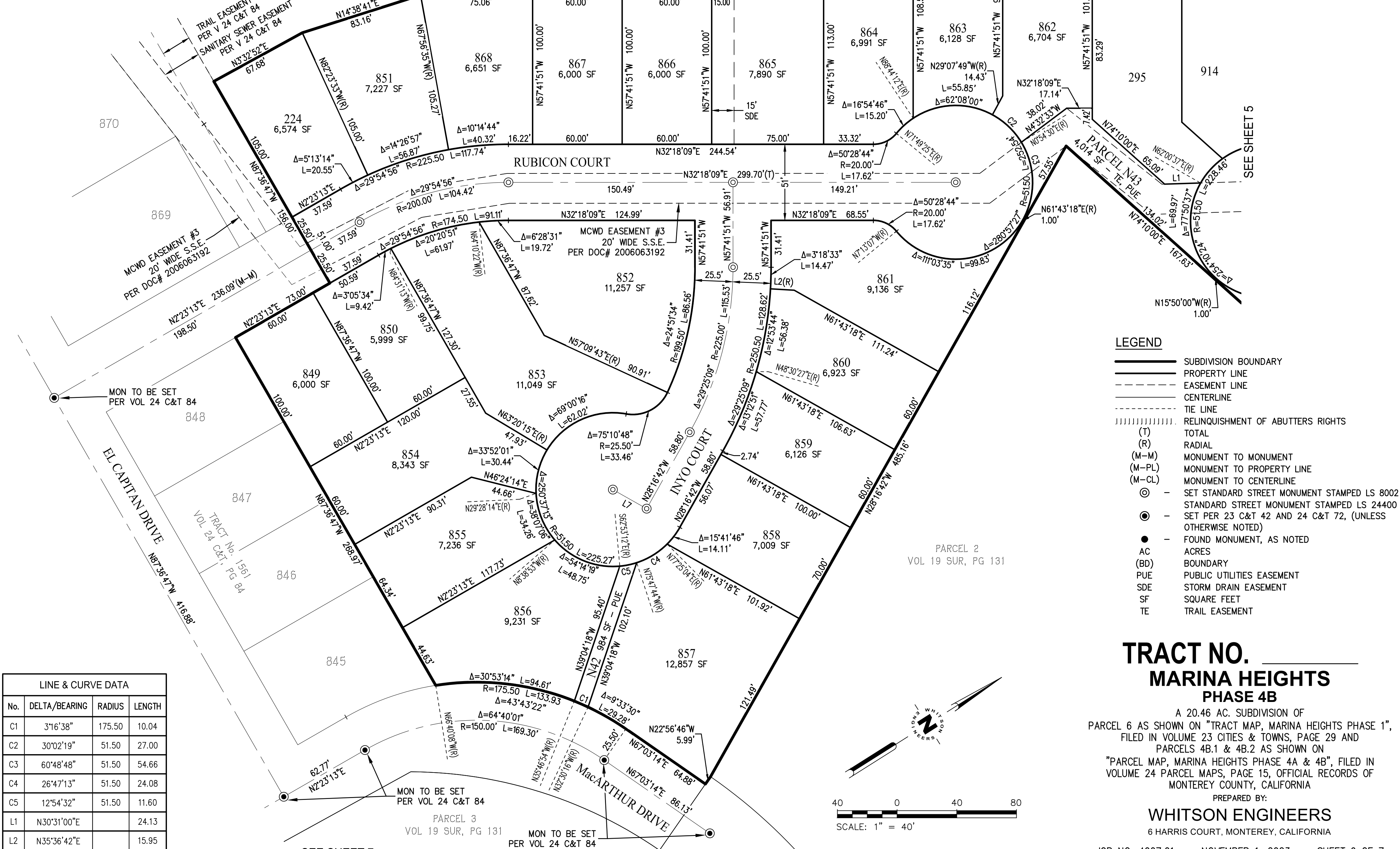
A 20.46 AC. SUBDIVISION OF
PARCEL 6 AS SHOWN ON "TRACT MAP, MARINA HEIGHTS PHASE 1",
FILED IN VOLUME 23 CITIES & TOWNS, PAGE 29 AND
PARCELS 4B.1 & 4B.2 AS SHOWN ON
"PARCEL MAP, MARINA HEIGHTS PHASE 4A & 4B", FILED IN
VOLUME 24 PARCEL MAPS, PAGE 15, OFFICIAL RECORDS OF
MONTEREY COUNTY, CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY, CALIFORNIA

JOB NO. 4007.01 NOVEMBER 1, 2023 SHEET 5 OF 7

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP AND SURVEY IS THE BEARING OF N 57°41'51" W BETWEEN MONUMENTS FOUND ALONG THE CENTERLINE OF CARMEL AVENUE AND SHOWN HEREON, AS SHOWN ON THAT MAP FILED FOR RECORD IN VOLUME 24 OF PARCEL MAPS AT PAGE 15, MONTEREY COUNTY, CALIFORNIA.



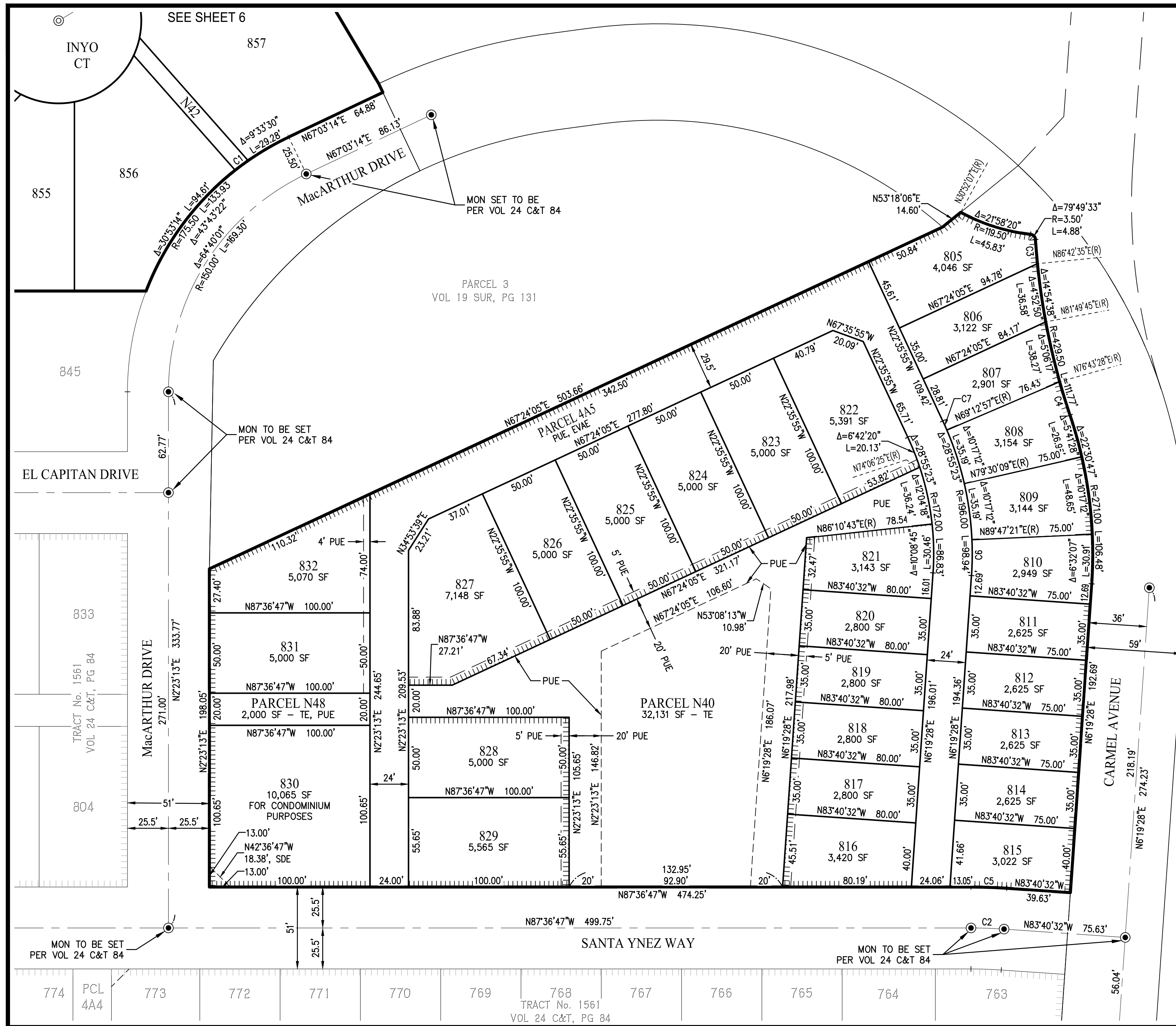
LINE & CURVE DATA			
No.	DELTA/BEARING	RADIUS	LENGTH
C1	3°16'38"	175.50	10.04
C2	30°02'19"	51.50	27.00
C3	60°48'48"	51.50	54.66
C4	26°47'13"	51.50	24.08
C5	12°54'32"	51.50	11.60
L1	N30°31'00"E		24.13
L2	N35°36'42"E		15.95

TRACT NO. _____
MARINA HEIGHTS
PHASE 4B

A 20.46 AC. SUBDIVISION OF
PARCEL 6 AS SHOWN ON "TRACT MAP, MARINA HEIGHTS PHASE 1",
FILED IN VOLUME 23 CITIES & TOWNS, PAGE 29 AND
PARCELS 4B.1 & 4B.2 AS SHOWN ON
"PARCEL MAP, MARINA HEIGHTS PHASE 4A & 4B", FILED IN
VOLUME 24 PARCEL MAPS, PAGE 15, OFFICIAL RECORDS OF
MONTEREY COUNTY, CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY, CALIFORNIA

JOB NO. 4007.01 NOVEMBER 1, 2023 SHEET 6 OF 7



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP AND SURVEY IS THE BEARING OF N 57°41'51" W BETWEEN MONUMENTS FOUND ALONG THE CENTERLINE OF CARMEL AVENUE AND SHOWN HEREON, AS SHOWN ON THAT MAP FILED FOR RECORD IN VOLUME 24 OF PARCEL MAPS AT PAGE 15, MONTEREY COUNTY, 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
- STANDARD STREET MONUMENT STAMPED LS 24400
- SET PER 23 C&T 42 AND 24 C&T 72, (UNLESS OTHERWISE NOTED)
- FOUND MONUMENT, AS NOTED
- AC ACRES
- (BD) BOUNDARY
- PUE PUBLIC UTILITIES EASEMENT
- SDE STORM DRAIN EASEMENT
- SF SQUARE FEET
- TE TRAIL EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT



40 0 40 80
SCALE: 1" = 40'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	3°16'38"	175.50'	10.04'
C2	3°56'15"	300.00'	20.62'
C3	2°00'45"	429.50'	15.09'
C4	2°54'47"	429.50'	21.84'
C5	3°56'15"	325.50'	22.37'
C6	6°32'07"	196.00'	22.36'
C7	1°48'53"	196.00'	6.21'

TRACT NO. _____ MARINA HEIGHTS PHASE 4B

A 20.46 AC. SUBDIVISION OF
PARCEL 6 AS SHOWN ON "TRACT MAP, MARINA HEIGHTS PHASE 1",
FILED IN VOLUME 23 CITIES & TOWNS, PAGE 29 AND
PARCELS 4B.1 & 4B.2 AS SHOWN ON
"PARCEL MAP, MARINA HEIGHTS PHASE 4A & 4B", FILED IN
VOLUME 24 PARCEL MAPS, PAGE 15, OFFICIAL RECORDS OF
MONTEREY COUNTY, CALIFORNIA

PREPARED BY:

WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY, CALIFORNIA

JOB NO. 4007.01 NOVEMBER 1, 2023 SHEET 7 OF 7

GEOTECHNICAL ENGINEER QUANTUM GEOTECHNICAL INC.
6288 SAN IGNACIO AVENUE
SUITE D
SAN JOSE, CA 95119

SIMON MAKDESSI, PE, GE 2548
(408) 629-3822

[illegible]

SURVEY CONTROL IS BASED ON PROLOGATION OF AN EXISTING CONTROL NETWORK PREVIOUSLY ESTABLISHED BY CENTRAL COAST SURVEYORS FOR PREVIOUS PROJECTS SOUTH OF THE SEA HAVEN (MARINA HEIGHTS) DEVELOPMENT. COORDINATE SYSTEM, UTM 50N, UTM ZONE 50N, UTM EPOCH 1984, UTM DATUM 1984, UTM PROJECTION, UTM COORDINATE SYSTEM, NAD 83, UTM ZONE 50N. AN AVERAGE COMBINED SCALE FACTOR OF 1.000084448 WAS USED IN CONVERSION FROM GRID COORDINATES TO GEODETIC COORDINATES. BEARINGS ARE GRID BEARINGS FOR THE COORDINATE SYSTEM, NAD 83, UTM ZONE 50N.

1. ELEVATIONS ARE RELATIVE TO THE PREVIOUSLY ESTABLISHED PEG DATUM, HAVING A PROVIDENT LOCAL BENCHMARK ELEVATION OF 159.577 FOR A REBAR WITH PLASTIC CAP DATUM, CCS-FOUNDED IN THE SOUTHEAST CORNER OF THE INTERSECTION OF THE MAIN ROADS, 100' NORTH OF THE INTERSECTION OF THE MAIN ROADS, TO BE CONSISTENT WITH THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. (NVD83) BASED ON SURVEISSEMENT SURVEY TIES TO THE BENCHMARK DESIGNATED 1.843 (SECT. 002.030) AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY, HAVING A PEGGED (SURVEISED) HIGHEST ELEVATION OF 143.02.

AN ELEVATION OF 176.584 FOR A BRASS DISC STATIONED TOWARD AP-45 AT AN ANGLE POINT ON THE BOUNDARY OF THE PORT LOT, 100' NORTH OF THE INTERSECTION OF THE MAIN ROADS, 100' NORTH OF THE INTERSECTION OF THE MAIN ROADS, TO BE CONSISTENT WITH THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. (NVD83) BASED ON SURVEISSEMENT SURVEY TIES TO THE BENCHMARK DESIGNATED 1.843 (SECT. 002.030) AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY, HAVING A PEGGED (SURVEISED) HIGHEST ELEVATION OF 143.02.

CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN POT-HOLING AND WORKING NEAR EXISTING GAS LINES!

LOCATION OF EXISTING UTILITIES IS APPROXIMATE AND SHOULD BE VERIFIED PRIOR TO THE START OF CONSTRUCTION.

A LINE MECHANIC MUST BE PRESENT DURING ANY EXCAVATIONS NEAR THE GAS LINE. THIS INSPECTION CAN BE COORDINATED THROUGH UNDERGROUND SERVICE ALERT (USA) BY CALLING 811.

ANY EXCAVATIONS ABOVE OR AROUND THE GAS TRANSMISSION FACILITIES MUST BE PERFORMED WHILE A PG&E INSPECTOR IS PRESENT.

MINIMALLY INVASIVE CONSTRUCTION TECHNIQUES MUST BE UTILIZED TO MINIMIZE DAMAGE TO THE LINE.

MONTEREY BAY

MARINA

PROJECT

REDWOOD CANYON

REDWOOD ROAD

PETER GARRISON ROAD

Highway 1

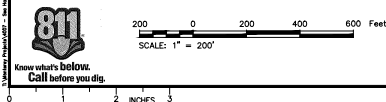
NORTH

DESCRIPTION	PROPOSED	EXISTING
SUBDIVISION BOUNDARY	=====	-----
LOT LINE	=====	-----
RIGHT-OF-WAY	=====	-----
CENTER LINE	=====	-----
EASEMENT LINE	=====	-----
SUB-PHASE BOUNDARY	=====	-----
HINGE LINE/TOP SLOPE	=====	-----
TEE SLOPE	=====	-----
SANCT LIMIT	=====	-----
GUTTER FLOWLINE	=====	-----
EARTH DITCH	=====	-----
CONCRETE V-DITCH	=====	-----
CURB AND GUTTER	=====	=====
WALK	=====	=====
DRIVEWAY CURB CUT	=====	=====
CURB RAMP	=====	=====
DOMESTIC WATER MAIN	=====	=====
SANITARY SEWER	=====	=====
STORM DRAIN	=====	=====
STONE MANHOLE	=====	=====
STANDARD CURB INLET	=====	=====
STONE DRAIN FIELD INLET	=====	=====
STORM DRAIN GUTTER PROTECTION	=====	=====

[illegible]

- 1 TITLE, LEGEND AND VICINITY MAP
- 2 IMPROVEMENT PLAN NOTES
- 3-4 SHEET INDEX STREETS & LANES
- 5 MOWD STANDARD NOTES AND STRUCTURE SCHEDULES
- 6-8 UTILITY DETAILS
- 9-11 IMPROVEMENT PLAN DETAILS & STREET SECTIONS
- 12-14 STORMWATER CHANNEL DETAILS
- 15-17 MOWD STANDARD WATER DETAILS
- 18 STORM DRAIN SYSTEM MAP
- 19 SANITARY SEWER SYSTEM MAP
- 20 WATER SYSTEM MAP
- 21-46 PLAN & PROFILE--STREETS
- 47-59 PLAN & PROFILE--LANES
- 60 MOWD ACCESS ROAD PLAN & PROFILE
- 61 ARROYO SANITARY SEWER PLAN & PROFILE
- 62 STORM DRAIN PLAN & PROFILE
- 63-66 KURD RIVER CUL-DE-SACS
- 67-68 KURD RIVER CUL-DE-SACS PROFILES
- 69-70 STORM DRAIN CROSSINGS
- 71 SIGNING AND STRIPPING PLAN
- 75-77 LANE TRANSITION DETAILS

SEA HAVEN - PHASE 4 IMPROVEMENT PLANS		TITLE, LEGEND AND VICINITY MAP	
SCALE: AS SHOWN		DRAWN: APH	
JOB NO.: 4007		DATE: 12/1/2011	
MARINA, CALIFORNIA			
SUBMITTER: PROVISION		APPROVED: NAME	
DATE: 12/1/2011		DATE:	
PROJECT NO.:		PROJECT NO.:	
PROJECT NAME:		PROJECT NAME:	
PROJECT ADDRESS:		PROJECT ADDRESS:	
PROJECT PHONE:		PROJECT PHONE:	
PROJECT FAX:		PROJECT FAX:	
PROJECT E-MAIL:		PROJECT E-MAIL:	
PROJECT WEBSITE:		PROJECT WEBSITE:	
PROJECT DESCRIPTION:		PROJECT DESCRIPTION:	
PROJECT LOCATION:		PROJECT LOCATION:	
PROJECT STATUS:		PROJECT STATUS:	
PROJECT COMMENTS:		PROJECT COMMENTS:	
PROJECT NOTES:		PROJECT NOTES:	
PROJECT DRAWING:		PROJECT DRAWING:	
PROJECT SHEET:		PROJECT SHEET:	
PROJECT SCALE:		PROJECT SCALE:	
PROJECT DATE:		PROJECT DATE:	
PROJECT TIME:		PROJECT TIME:	
PROJECT LOCATION:		PROJECT LOCATION:	
PROJECT STATUS:		PROJECT STATUS:	
PROJECT COMMENTS:		PROJECT COMMENTS:	
PROJECT NOTES:		PROJECT NOTES:	
PROJECT DRAWING:		PROJECT DRAWING:	
PROJECT SHEET:		PROJECT SHEET:	
PROJECT SCALE:		PROJECT SCALE:	
PROJECT DATE:		PROJECT DATE:	
PROJECT TIME:		PROJECT TIME:	
PROJECT LOCATION:		PROJECT LOCATION:	
PROJECT STATUS:		PROJECT STATUS:	
PROJECT COMMENTS:		PROJECT COMMENTS:	
PROJECT NOTES:		PROJECT NOTES:	
PROJECT DRAWING:		PROJECT DRAWING:	
PROJECT SHEET:		PROJECT SHEET:	
PROJECT SCALE:		PROJECT SCALE:	
PROJECT DATE:		PROJECT DATE:	
PROJECT TIME:		PROJECT TIME:	
PROJECT LOCATION:		PROJECT LOCATION:	
PROJECT STATUS:		PROJECT STATUS:	
PROJECT COMMENTS:		PROJECT COMMENTS:	
PROJECT NOTES:		PROJECT NOTES:	
PROJECT DRAWING:		PROJECT DRAWING:	
PROJECT SHEET:		PROJECT SHEET:	
PROJECT SCALE:		PROJECT SCALE:	
PROJECT DATE:		PROJECT DATE:	
PROJECT TIME:		PROJECT TIME:	
PROJECT LOCATION:		PROJECT LOCATION:	
PROJECT STATUS:		PROJECT STATUS:	
PROJECT COMMENTS:		PROJECT COMMENTS:	
PROJECT NOTES:		PROJECT NOTES:	
PROJECT DRAWING:		PROJECT DRAWING:	
PROJECT SHEET:		PROJECT SHEET:	
PROJECT SCALE:		PROJECT SCALE:	
PROJECT DATE:		PROJECT DATE:	
PROJECT TIME:		PROJECT TIME:	
PROJECT LOCATION:		PROJECT LOCATION:	
PROJECT STATUS:		PROJECT STATUS:	
PROJECT COMMENTS:		PROJECT COMMENTS:	
PROJECT NOTES:		PROJECT NOTES:	
PROJECT DRAWING:		PROJECT DRAWING:	
PROJECT SHEET:		PROJECT SHEET:	
PROJECT SCALE:		PROJECT SCALE:	
PROJECT DATE:		PROJECT DATE:	
PROJECT TIME:		PROJECT TIME:	
PROJECT LOCATION:		PROJECT LOCATION:	
PROJECT STATUS:		PROJECT STATUS:	
PROJECT COMMENTS:		PROJECT COMMENTS:	
PROJECT NOTES:		PROJECT NOTES:	
PROJECT DRAWING:		PROJECT DRAWING:	
PROJECT SHEET:		PROJECT SHEET:	
PROJECT SCALE:		PROJECT SCALE:	
PROJECT DATE:		PROJECT DATE:	
PROJECT TIME:		PROJECT TIME:	
PROJECT LOCATION:		PROJECT LOCATION:	
PROJECT STATUS:		PROJECT STATUS:	
PROJECT COMMENTS:		PROJECT COMMENTS:	
PROJECT NOTES:		PROJECT NOTES:	
PROJECT DRAWING:		PROJECT DRAWING:	
PROJECT SHEET:		PROJECT SHEET:	
PROJECT SCALE:		PROJECT SCALE:	
PROJECT DATE:		PROJECT DATE:	
PROJECT TIME:		PROJECT TIME:	
PROJECT LOCATION:		PROJECT LOCATION:	
PROJECT STATUS:		PROJECT STATUS:	
PROJECT COMMENTS:		PROJECT COMMENTS:	
PROJECT NOTES:		PROJECT NOTES:	
PROJECT DRAWING:		PROJECT DRAWING:	
PROJECT SHEET:		PROJECT SHEET:	
PROJECT SCALE:		PROJECT SCALE:	
PROJECT DATE:		PROJECT DATE:	
PROJECT TIME:		PROJECT TIME:	
PROJECT LOCATION:		PROJECT LOCATION:	
PROJECT STATUS:		PROJECT STATUS:	
PROJECT COMMENTS:		PROJECT COMMENTS:	
PROJECT NOTES:		PROJECT NOTES:	
PROJECT DRAWING:		PROJECT DRAWING:	
PROJECT SHEET:		PROJECT SHEET:	
PROJECT SCALE:		PROJECT SCALE:	



November 14, 2023

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 5, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
RECEIVING AND FILING THE 2023 INFORMATION REPORT ON THE
ADJUSTMENT OF THE MITIGATION FEES FOR NEW DEVELOPMENT**

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2023-, receiving and filing the 2023 Information Report on the adjustment of mitigation fees for new development.

BACKGROUND:

At the regular meeting of August 7, 2007, the City Council passed and adopted Ordinance No. 2007-10, amending Chapter 3.26 of the Marina Municipal Code allowing the mitigation fees for new development to be increased/decrease on January 1 of each calendar year based on the percentage change in the Construction Cost Index (CCI) estimate approach that is typically used by public agencies as an estimated measure of the costs of construction of public infrastructure. The added provision states:

Section 3.26.055 Indexing.

“The City Council directs that the fee levels established by Section 3.26.050 shall be reviewed prior to January 1 of each year by the director. The fee levels shall be compared to the Engineering News Record (“ENR”) Construction Cost Index. The fee levels may be changed in accordance with the percentage change in the ENR index from November 1 to November 1 of each preceding year, but in no case shall the indexing percentage increase or decrease in fees allowed by this section exceed that shown in the ENR index. When calculating the fee level to be charged for the coming calendar year, increments of less than one dollar shall be rounded to the nearest dollar. Before January 1 of each year, the director shall prepare an informational report to the city council containing the calculations required by this section. If any index adjustments and fee changes are appropriate, the same shall be effective on January 1.”

At the regular City Council meeting of July 19, 2016, the City Council passed and adopted Ordinance No. 2016-04, amending Chapter 3.26 of the Marina Municipal Code updating developer impact mitigation fees which are charged for new development. This update was a major update of all the capital improvement master plans and a major update of impact fees.

ANALYSIS:

Staff has completed the review of the Engineering News Record (“ENR”) Construction Cost Index Value for November 2022 through November 2023. The November 2022 value was 13174.98 and the value for November 2023 was 13510.57 which is an increase of 2.55 percent. The Municipal Code requires that this informational report be provided to the City Council before January 1 which shows the new fee calculations. Unless directed otherwise by the City Council, these indexed adjustments and fee changes become effective January 1, 2024.

The attached (“**EXHIBIT A**”) shows the current and proposed new Development Public Facilities Impact Fees effective January 1, 2024. These fees are applied to all new development unless there is a previously approved Development Agreement.

The Dunes (formerly University Villages) Development Agreement

The Dunes Development Agreement approved in 2005 established city impact and other development fees and monetary exactions specific for their development. Exhibit D of this agreement states these fees are, “**subject to increase only for escalation in accordance with the construction cost index, identified in the City’s fee adoption ordinances**”.

The development impact fees for the Dunes Development are also being adjusted by the same Construction Cost Index percentage increase calculated above. The attached (“**EXHIBIT B**”) shows the current impact mitigation fees and the new impact mitigation fees for The Dunes development effective January 1, 2024.

FISCAL IMPACT:

The increased development Public Facilities Impact Fees will result in increased revenues for the various development impact fee fund accounts. These will be used for development of new parks, public facilities, public safety facilities, and transportation system improvements to mitigate the demands of an increasing population.

California Environmental Quality Act (CEQA)

Receiving an informational report on the adjustments to mitigation fees is not a project under CEQA per Article 20 Section 15378(b).

CONCLUSION:

This report is submitted to City Council for information.

Respectfully submitted,

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

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
RECEIVING AND FILING THE 2023 INFORMATION REPORT ON THE ADJUSTMENT
OF THE MITIGATION FEES FOR NEW DEVELOPMENT.

WHEREAS, on August 7, 2007, the City Council adopted Ordinance No. 2007-10, increasing the City's Public Facilities Impact Fees and adding a provision for indexing the fees each January 1, and;

WHEREAS, the Engineering News Record ("ENR") Construction Cost Index Value for November 2022 was 13174.98 and the Value for November 2023 was 13510.57 which is an increase of 2.55 percent, and;

WHEREAS, the attached "Exhibit A" shows the new Public Facilities Impact Fees effective January 1, 2024, and;

WHEREAS, Impact mitigation fees for the Dunes (formerly referred to as "University Villages") were established per the Development Agreement between the City of Marina and Marina Community Partners, LLC approved on May 31, 2005 by Resolution 2005-135 and executed on July 8, 2005, and;

WHEREAS, the Development Agreement provides for the adjustment of impact fees per the Construction Cost Index, and;

WHEREAS, the same Engineering News Record ("ENR") Construction Cost Index increase of 2.55 percent will be applied to the impact mitigation fees for the Dunes, and;

WHEREAS, the attached "Exhibit B" shows the new Dunes Impact Fees effective January 1, 2024, and;

WHEREAS, the indexed Public Facilities Impact Fees will result in increased revenues to the City's Public Facilities Impact Fees Fund, and;

WHEREAS, receiving an informational report on the adjustments to mitigation fees is not a project under CEQA per Article 20 Section 15378(b).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby receive and file the 2023 City of Marina Public Facilities Impact Fees Adjustment Index Report.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th day of December 2023, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**Public Facilities Impact Fee Summary
Indexed for 2024**

Land Use	(a) 2023 Public Buildings Fee	(b) Public Buildings Fee	(c) 2023 Public Safety Fee	(d) Public Safety Fee	(e) 2023 Roadways Fee	(f) Roadways Fee	(g) 2023 Intersections Fee	(h) Intersections Fee	(i) 2023 Parks Fee	(j) Parks Fee	2023 Total Fee (a+c+e+g+i)	Total Fee
Residential												
Single Family Dwelling Units	\$ 4,815	\$ 4,938	\$ 1,038	\$ 1,064	\$ 9,081	\$ 9,312	\$ 2,199	\$ 2,255	\$ 10,429	\$ 10,695	\$ 27,562	\$ 28,264
Senior Homes	\$ 3,211	\$ 3,293	\$ 690	\$ 708	\$ 3,511	\$ 3,600	\$ 851	\$ 873	\$ 6,953	\$ 7,130	\$ 15,216	\$ 15,604
Assisted Living - Senior	\$ 1,784	\$ 1,829	\$ 383	\$ 393	\$ 2,519	\$ 2,583	\$ 611	\$ 627	\$ 3,862	\$ 3,960	\$ 9,159	\$ 9,392
Multi-Family Dwellings	\$ 4,460	\$ 4,574	\$ 960	\$ 984	\$ 6,342	\$ 6,504	\$ 1,539	\$ 1,578	\$ 9,656	\$ 9,902	\$ 22,957	\$ 23,542
Mobile Home Park	\$ 4,460	\$ 4,574	\$ 960	\$ 984	\$ 4,759	\$ 4,880	\$ 1,152	\$ 1,181	\$ 9,656	\$ 9,902	\$ 20,987	\$ 21,521
Campground/RV Park	\$ 4,460	\$ 4,574	\$ 960	\$ 984	\$ 2,576	\$ 2,642	\$ 625	\$ 641	\$ 9,656	\$ 9,902	\$ 18,277	\$ 18,743
Non-residential												
Office/Research	\$ 335	\$ 344	\$ 629	\$ 645	\$ 10,340	\$ 10,603	\$ 2,506	\$ 2,570	\$ -	\$ -	\$ 13,810	\$ 14,162
Retail/Service	\$ 202	\$ 207	\$ 376	\$ 386	\$ 17,379	\$ 17,822	\$ 4,213	\$ 4,320	\$ -	\$ -	\$ 22,170	\$ 22,735
Industrial	\$ 68	\$ 70	\$ 125	\$ 128	\$ 6,535	\$ 6,701	\$ 1,583	\$ 1,623	\$ -	\$ -	\$ 8,311	\$ 8,522
Hotel	\$ 91	\$ 93	\$ 171	\$ 175	\$ 7,660	\$ 7,855	\$ 1,856	\$ 1,903	\$ -	\$ -	\$ 9,778	\$ 10,026
Church	\$ 68	\$ 70	\$ 125	\$ 128	\$ 8,540	\$ 8,758	\$ 2,069	\$ 2,122	\$ -	\$ -	\$ 10,802	\$ 11,078
Day Care Center	\$ 269	\$ 276	\$ 504	\$ 517	\$ 69,431	\$ 71,200	\$ 16,830	\$ 17,259	\$ -	\$ -	\$ 87,034	\$ 89,252
Animal Hospital/Veterinary Clinic	\$ 403	\$ 413	\$ 754	\$ 773	\$ 44,250	\$ 45,377	\$ 10,726	\$ 10,999	\$ -	\$ -	\$ 56,133	\$ 57,562
Medical/Dental Office Building	\$ 403	\$ 413	\$ 754	\$ 773	\$ 33,872	\$ 34,735	\$ 8,209	\$ 8,418	\$ -	\$ -	\$ 43,238	\$ 44,339
Casino/Video Lottery	\$ 403	\$ 413	\$ 754	\$ 773	\$ 125,906	\$ 129,113	\$ 30,516	\$ 31,293	\$ -	\$ -	*	*
Casino	\$ 403	\$ 413	\$ 754	\$ 773	\$ 36,964	\$ 37,906	\$ 8,960	\$ 9,188	\$ -	\$ -	*	*

Notes:

¹ Fee in this table refers to "fee per dwelling unit or mobile home park/campground/RV space," "fee per 1,000 square feet of building space (non-residential) or gaming space," and "fee per hotel room."

* Specifically for the Casino uses, the fees for Public Buildings, Public Safety, and Parks are based on the 1,000 square feet of gaming area, while Roadways and Intersection fees are based on 1,000 square feet of building space, excluding hotel uses.

University Villages (the Dunes) Impact Fees Summary Indexed for 2023

Land Use	(a) 2023 DA Traffic Intersections	(b) DA Traffic Intersections	(c) 2023 DA Roadways	(d) DA Roadways	(e) 2023 DA Parks	(f) DA Parks	(g) 2023 DA Facilities	(h) DA Public Facilities	(i) 2023 DA Public Safety	(j) DA Public Safety	2023 DA Total Fee (a+c+e+g+i)	DA Total Fee
Residential												
Single Family Dwelling Units	\$ 4,009.88	\$ 4,112.02	\$ 5,897.60	\$ 6,047.82	\$ 11,299.86	\$ 11,587.68	\$ 2,475.87	\$ 2,538.93	\$ 1,029.64	\$ 1,055.86	\$ 24,712.83	\$ 25,342.31
Town Homes	\$ 2,455.13	\$ 2,517.67	\$ 3,612.18	\$ 3,704.19	\$ 10,462.84	\$ 10,729.35	\$ 2,475.87	\$ 2,538.93	\$ 1,029.64	\$ 1,055.86	\$ 20,035.66	\$ 20,546.01
Senior	\$ 1,256.54	\$ 1,288.55	\$ 1,848.74	\$ 1,895.83	\$ 6,696.22	\$ 6,866.79	\$ 2,475.87	\$ 2,538.93	\$ 1,029.64	\$ 1,055.86	\$ 13,307.00	\$ 13,645.96
Multi-Family Dwellings	\$ 2,815.62	\$ 2,887.34	\$ 4,142.58	\$ 4,248.10	\$ 10,462.84	\$ 10,729.35	\$ 2,475.87	\$ 2,538.93	\$ 1,029.64	\$ 1,055.86	\$ 20,926.55	\$ 21,459.59
Non-residential												
Office (per building sq. ft.)	\$ 4.25	\$ 4.36	\$ 6.25	\$ 6.41	\$ -	\$ -	\$ 1.92	\$ 1.97	\$ 1.65	\$ 1.69	\$ 14.07	\$ 14.43
Hotels (room)	\$ 3,153.03	\$ 3,233.35	\$ 4,638.96	\$ 4,757.13	\$ -	\$ -	\$ 2,063.20	\$ 2,115.75	\$ 840.16	\$ 861.56	\$ 10,695.36	\$ 10,967.79
Commercial/Retail (per building sq. ft.)	\$ 17.10	\$ 17.54	\$ 25.17	\$ 25.81	\$ -	\$ -	\$ 1.17	\$ 1.20	\$ 0.99	\$ 1.02	\$ 44.43	\$ 45.56
Industrial (per building sq. ft.)	\$ 2.70	\$ 2.77	\$ 3.96	\$ 4.06	\$ -	\$ -	\$ 0.39	\$ 0.40	\$ 0.34	\$ 0.35	\$ 7.38	\$ 7.57

Mayor and Members of the
City Council

City Council Meeting
of December 5, 2023

**CITY COUNCIL OPEN PUBLIC HEARING AND CONSIDER ADOPTING
RESOLUTION NO. 2023-, APPROVING THE FINAL SIXTH CYCLE
HOUSING ELEMENT AND FORWARD IT TO STATE HCD TO BEGIN A
SIXTY (60)-DAY REVIEW PERIOD AND FIND THE PROJECT EXEMPT
FROM CEQA PURSUANT TO SECTION 15061(B)(3) OF THE CEQA
GUIDELINES**

RECOMMENDATION:

1. Open a public hearing and consider adopting Resolution No. 2023-, approving the Final Sixth Cycle Housing Element and forward it to State HCD to begin a sixty (60)-day review period and find the project exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

PROJECT TIMELINE

July 19, 2022-the City of Marina City Council approved a contract with Rincon Consulting and Veronica Tam and Associates to kick off the update to the City's Housing Element for the 2023-2031 planning period.

November 9, 2022-Housing Element Workshop #1 occurred with several interested parties. The Housing Element process and timelines were discussed and ways to get involved were shown to the public.

November 10, 2022-a study session with the Planning Commission occurred.

November 2022-January 2023-stakeholder interviews were conducted by Rincon Consulting and city staff to better understand the housing issues facing the City of Marina

March 15, 2023-the second Housing Element Workshop on March 15, 2023 took place. Fair housing regulations and requirements were discussed, as well as an in-depth discussion about the fair housing problems community members have faced in the city in the past few years.

May 2023-city staff met with the Asian Communities of Marina to solicit input on the Housing Element, General Plan and Downtown Specific Plan.

June 2023-the internal draft Housing Element was reviewed by city staff and the document made available to the public on the City website.¹ The Planning Commission provided input and recommended the City Council forward on the document to HCD to begin a 90-day review period.

July 2023-The City Council recommended the draft Housing Element be forwarded onto California Department of Housing and Community Development (State HCD) after edits were made to the

¹ City of Marina Sixth Cycle Housing Element Website: <https://cityofmarina.org/1186/6th-Cycle-Housing-Element-Update>

document per the July 5, 2023 Council meeting. On July 31, 2023 the draft Housing Element was submitted to HCD.

September 14, 2023-meeting #1 with State HCD and city staff

October 5, 2023-meeting #2 with State HCD and city staff.

For the past two years, City staff have worked extensively with Rincon Consulting, Veronica Tam and Associates and State HCD to seek compliance with both the Fifth and Sixth Cycle Housing Elements.¹ Workshops with the community and study sessions with both the Planning Commission have transpired to get input from both legislative bodies during this timeframe.

In July after receiving input from the Council, the Draft Housing Element was forwarded onto State HCD for a ninety (90) day review period. As a courtesy, at the forty-five (45) day mark on September 14, 2023, State HCD staff met and conferred with City staff and Rincon Consulting to give their preliminary comments.

On October 5, 2023, HCD staff met again City staff and Rincon to ask clarifying questions and to further refine the comments they would be sending the City. The city provided additional edits to the draft Housing Element to seek compliance with HCD input. As required by law, these additional edits to the document were posted on the city website.²

As a result of this collaborative arraignment between the City and State HCD staff, the official comments letter from the state was relatively “clean” with only clarifying edits and inputs requested of the city.³ If no programs are policies are removed from the document, recirculation will not be required and the City can send to the state by the December 15, 2023 deadline.

The next step in the process is for the Planning Commission and Council to approve the document as is and then direct staff to send the Housing Element to the State to begin a sixty (60) day review period. Considering minor edits received on the first state review, city staff are requesting that any minor modifications or non-substantive edits received on the second round of review by HCD be incorporated by reference by the city.

STATE HOUSING AND COMMUNITY DEVELOPMENT REVIEW (STATE HCD)

The entire list of HCD comments can be found via a link on the city website.⁴ City staff will focus on 3-4 key areas for discussion.

¹ On April 27, 2023 State HCD certified the Fifth Cycle Housing Element.

² October 2023 Marina Housing Element Edits <https://cityofmarina.org/DocumentCenter/View/13794/October-2023-Draft-Housing-Element-Resubmittal-Green-Highlights-?bidId=>

³ State HCD October 2023 Draft Marina Housing Element comment letter: <https://cityofmarina.org/DocumentCenter/View/13862/Letter-from-Department-of-Housing-and-CommunityDevelopment-Department-of-Housing-Policy-Development?bidId=>

⁴ <https://cityofmarina.org/1186/6th-Cycle-Housing-Element-Update>

Affirming Fair Housing-The element must also incorporate and analyze past data on familial status to fully describe the impacts of familial status on fair housing choice and opportunity. The Housing Element was revised to provide a comparison of past and present data on familial status within the region and locally. This has been added and can be found on pg. A-25 of the document.

Marina Station-The element identifies the Marina Station Specific Plan as a significant strategy to meet the RHNA. Given the reliance on pending developments to accommodate the RHNA, future submittals of the housing element should include up-to-date information on the processing of building permits for Phases 1 and 2 of the Specific Plan. The Housing Element was revised to include up-to-date information on the processing of building permits for Phases 1 and 2 of the Specific Plan, which are now expected by the Summer of 2024. An objective to Program 1.1 was added to the Housing Action Plan to monitor the progress of housing projects and ensure there are adequate sites throughout the planning period. This information was added to the document and can be found on pg. 3-3 of the Housing Element

Accessory Dwelling Units (ADUs): While the element provides information on the zones where ADUs are permitted, there appear to be zones where residential uses are permitted and ADUs are not permitted. Specifically, the C-R, C-1, and C-2 zones allow for residential uses, but do not allow for ADUs; Program 2.1. The Housing Element's Program 3.1 was revised to include that the Zoning Ordinance be amended to ensure ADUs be permitted in all zones in which residential uses are permitted, which includes the C-R, C-1 and C-2 zones. The language has been modified and can be found on pg. 3-8 of the document.

GENERAL PLAN ANALYSIS

The proposed project is consistent with the City of Marina General Plan as detailed in Exhibit A (Findings of Fact).

EX PARTE COMMUNICATION DISCLOSURES

The review of the draft Housing Element is a legislative act of the Planning Commission and City Council and therefore the ex parte disclosures do not apply.

ENVIRONMENTAL DETERMINATION

The Housing Element would not facilitate specific development projects nor require zoning or land use changes as part of its adoption or implementation, which could result in physical changes to the environment. The City of Marina currently has enough available sites and appropriate zoning to accommodate the RHNA without zoning or land use changes.

Therefore, it would not facilitate increased development beyond what is allowed in the existing General Plan. The Housing Element would not result in a direct or reasonably foreseeable indirect physical change in the environment, and it is not subject to CEQA, pursuant to CEQA Guidelines Section 15060(c)(2). Additionally, it can be seen with certainty that there is no possibility that the Housing Element would have a significant effect on the environment and therefore is not subject to CEQA, pursuant to CEQA Guidelines Section 15061(b)(3). As such, the proposed Housing Element meets the criteria for the commonsense exemption as identified above. Therefore, a Notice of Exemption will be prepared for the Final Housing Element.

PLANNING COMMISSION INPUT

On November 30, 2023, the Planning Commission recommended approval of the Final Housing Element. No substantive changes were requested but the Commission did inquire about how to ensure implementation of various policies in the Housing Element moving forward. City staff explained that Marina has committed to the State to implement various programs during the next eight-year cycle, including adoption of six policies and ordinance changes in 2024 to continue to maintain compliance with the state.

FISCAL IMPACT:

It should be noted that lack of Housing Element compliance with the State of California has fiscal implications for the City of Marina:

- *Active Transportation Program (ATP) Funds*- If the Housing Element is certified by State HCD in the next sixty days Marina is eligible for upwards of 10 million dollars in 2024 ATP funds that can be used to improve sidewalks, roadways and to provide more bicycle and pedestrian opportunities for local residents.
- *State Law Compliance*-As part of AB 72 (2017-2018) the California Office of the Attorney General may be notified that the City's Housing Element is out of compliance with Housing Element law, and the City may be subject to enforcement actions.
- *Builder's Remedy*-further delays in certifying the Housing Element exposes the City to a builder's remedy which limits the City's ability to deny housing development projects.
- *Loss of Local Land Use Control*-The courts may suspend the locality's authority to issue building permits or grant zoning changes, variances, or subdivision map approvals.
- *Fees*-If a jurisdiction faces a court action stemming from its lack of compliance and either loses or settles the case, it often must pay substantial attorney fees to the plaintiff's attorneys in addition to the fees paid to its own attorneys. These fees can easily exceed \$100,000.

CONCLUSION

Based on the consultant's team work on over 200 Housing Elements across various housing element cycles, the City has a reasonable guarantee of certification if no major programs, policies, and timeframes are modified by the Council. As such, city staff are recommending:

1. To adopt the Housing Element with no major substantive changes to the document.
2. To direct the City Manager to send the Housing Element to State HCD to begin a sixty (60) day review period
3. Find this project is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines
4. Direct the City Manager to make any non-substantive edits that are received from HCD by reference into the document.

Respectfully submitted,

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

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

Exhibits to the Resolution:

- A. Findings
- B. October 26, 2023 HCD Comment Letter
- C. Response to HCD Letter
- D. Housing Element Cut Sheets
- E. Final Housing Element:
<https://cityofmarina.org/1186/6th-Cycle-Housing-Element-Update>

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE FINAL SIXTH CYCLE HOUSING ELEMENT AND FORWARD IT TO STATE HCD TO BEGIN A SIXTY (60)-DAY REVIEW PERIOD AND FIND THE PROJECT EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES.

WHEREAS, the City of Marina (City) desires to complete the Sixth Cycle Housing Element, and;

WHEREAS, completion of the Sixth Cycle Housing Element will ensure the City's Regional Housing Needs Allocation (RHNA) obligations as identified by the California Department of Housing and Community Development (State HCD) and the Association of Monterey Bay Area Governments (AMBAG) are met by December 2031, and

WHEREAS, on November 30, 2023, at a duly noticed public hearing Planning Commission recommended the City Council review the Final Housing Element document, and forward to State HCD; and

WHEREAS, the City of Marina currently has enough available sites and appropriate zoning to accommodate the RHNA without zoning or land use changes. Therefore, it would not facilitate increased development beyond what is allowed in the existing General Plan; and

WHEREAS, the Final Housing Element would not facilitate specific development projects nor require zoning or land use changes as part of its adoption or implementation, which could result in physical changes to the environment; and

WHEREAS, the Housing Element would not result in a direct or reasonably foreseeable indirect physical change in the environment, and it is not subject to CEQA, pursuant to CEQA Guidelines Section 15060(c)(2). Additionally, it can be seen with certainty that there is no possibility that the Housing Element would have a significant effect on the environment and therefore is not subject to CEQA, pursuant to CEQA Guidelines Section 15061(b)(3). As such, the proposed Housing Element meets the criteria for the commonsense exemption; and

WHEREAS, all the requirements of the Public Resources Code, the State CEQA Guidelines, and the regulations and policies of the City have been satisfied or complied with by the City in connection with the Project; and

WHEREAS, the findings and conclusions made by the City Council in this resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the proposed Project, which is incorporated herein by this reference.

WHEREAS, the location and custodian of the documents or other materials which constitute the record of proceedings upon the City Council's decision are located in the Office of City Clerk; and

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

1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.
2. Recommend staff incorporate by reference appropriate comments received from the Commission and City Council into the draft Housing Element; and
3. Recommend that the City Council review the draft Housing Element and direct staff to forward onto the California Department of Housing and Community Development to being a sixty (60) day review period.
4. Recommend that minor or non-substantive edits received from HCD after this sixty-day review period are incorporated by the City Manager or his designee by reference into the document.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th of December 2023 by the following vote:

AYES, COUNCILMEMBERS:

NOES, COUNCILMEMBERS:

ABSENT, COUNCILMEMBERS:

ABSTAIN, COUNCILMEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A

FINDINGS

Staff finds that this project is:

Consistent with the General Plan

- 1) General Plan Policy 2.28 states-Under California law, each community also has the responsibility to provide housing affordable to all income groups. The California Department of Housing and Community Development assigns a share of what it projects to be the statewide housing need to each region in the state. In the Monterey Bay area, AMBAG then allocates the region's statewide share to local jurisdictions through its Regional Housing Needs Plan. These housing targets are subsequently incorporated into the jurisdictions' general plans through updates of their housing elements. Through implementation of its Housing Element policies and programs, Marina will continue to enhance the local supply of affordable housing and meet the housing needs of special-needs populations.

Evidence: By providing for units at the very low, low, moderate and above moderate-income levels the City of Marina will be implementing the Regional Housing Needs Allocation RHNA plan as provided for by the Association of Monterey Bay Area Governments (AMBAG).

- 2) General Plan Policy 2.31 (1)(a)- In order to promote the social and fiscal well-being of the community, new housing shall be phased and shall provide for the needs of all economic groups, particularly with respect to matching the needs of the City's current and future workforce.

Evidence: The draft Housing Element provides for an eight-year plan to ensure housing is provided for the current and future workforce.

- 3) General Plan Policy 2.31(2)-To ensure that housing continues to be available to households of lower income in Marina, affordable housing shall be provided pursuant to the inclusionary housing requirement of the Housing Element of this plan.

Evidence: The City is currently implementing the Inclusionary Housing Ordinance to mandate housing for households of lower income.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT

2020 W. El Camino Avenue, Suite 500
 Sacramento, CA 95833
 (916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



October 26, 2023

Guido Persicone, Director
 Community Development Department
 City of Marina
 211 Hillcrest Avenue
 Marina, CA 93933

Dear Guido Persicone:

RE: City of Marina's 6th Cycle (2023-2031) Draft Housing Element

Thank you for submitting the City of Marina's draft housing element received for review on July 31, 2023, along with revisions received on October 11, 2023. The review was facilitated by a conversation on September 14, 2023, with you, Veronica Tam, Ryan Russell, and Kimiko Lizardi. In addition, the California Department of Housing and Community Development (HCD) considered comments from David Kellogg, 350 Contra Costa, Greenbelt Alliance, CaRLA, Scott O'Neil, Watson Ladd, Marven Normal, Dara Dadachanji, George Grohwin, and LandWatch pursuant to Government Code section 65585, subdivision (c). Pursuant to Government Code section 65585, HCD is reporting the results of its review.

The draft element, with revisions, addresses many statutory requirements; however, revisions will be necessary to comply with State Housing Element Law (Gov. Code, § 65580 et seq), as follows:

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction (Gov. Code, § 65583, subd. (c)(10)(A))*

Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics ... (Gov. Code, § 65583, subd. (c)(5).)

Patterns and Trends: While the element provides current information regarding familial status, the element must also incorporate and analyze past data on familial status to fully describe the impacts of familial status on fair housing choice and opportunity.

Goals, Priorities, Metrics, and Milestones: The element must be revised to add or modify goals and actions based on the outcomes of a complete analysis. Goals and actions must specifically respond to the analysis and to the identified and prioritized contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends. Actions must have specific commitment, metrics, and milestones as appropriate and must address housing mobility enhancement, new housing choices and affordability in high opportunity areas, place-based strategies for community preservation and revitalization, and displacement protection.

2. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services...(Gov. Code, § 65583, subd. (c)(1).)

Progress in Meeting the Regional Housing Need Allocation (RHNA): The element identifies the Marina Station Specific Plan as a significant strategy to meet the RHNA. Given the reliance on pending developments to accommodate the RHNA, future submittals of the housing element should include up-to-date information on the processing of building permits for Phases 1 and 2 of the Specific Plan. In addition, the element should include a program that commits to monitor the progress of projects toward completion in the planning period, including alternative actions such as rezoning or identification of additional sites if pending projects are not progressing toward completion in the planning period.

Infrastructure: While the element includes Program 8.1 (Collaboration with Water Resource Agencies) to maintain sufficient water resources, the Program should include discrete timelines for implementation throughout the planning period.

In addition, the element acknowledges, and HCD has received comments, regarding the transfer of water outside of the MCWD service district. The element should clarify any impact on identified sites and pipeline projects, and add a program, if necessary, that will commit to frequent monitoring (every other year) and completion of appropriate alternative actions by a specified date.

Electronic Sites Inventory: For your information, pursuant to Government Code section 65583.3, the City must submit an electronic sites inventory with its adopted housing element. The City must utilize standards, forms, and definitions adopted by HCD.

Please see HCD's housing element webpage at <https://www.hcd.ca.gov/community-development/housing-element/index.shtml#element> for a copy of the form and instructions. The City can reach out to HCD at sitesinventory@hcd.ca.gov for technical assistance.

Zoning for a Variety of Housing Types:

- *Emergency Shelters:* While the element provides general information on emergency shelters, it must also describe how it complies with the requirements of Assembly Bill 2339 (2022). Among other changes, this amendment to Government Code section 65583, subdivision (a)(4) expands the definition of “emergency shelters”, specifies the type of zoning designations that must be identified to allow emergency shelters as a permitted use without a conditional use or discretionary permit, and demonstrate the appropriateness of sites to accommodate emergency shelters, including analyzing proximity to transportation and services. The element must add a program demonstrating compliance with these requirements.
- *Accessory Dwelling Units (ADUs):* While the element provides information on the zones where ADUs are permitted, there appear to be zones where residential uses are permitted and ADUs are not permitted. Specifically, the C-R, C-1, and C-2 zones allow for residential uses, but do not allow for ADUs; Program 2.1 (Accessory Dwelling Units) does not appear to make any zoning changes. As a result, the element must add or modify programs to amend zoning and comply with State ADU Law.

Programs: Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites, zoning available to encourage a variety of housing types, or potential lack of adequate infrastructure.

3. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels... including... local processing and permit procedures...(Gov. Code, § 65583, subd. (a)(5).)*

Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities...(Gov. Code, § 65583, subd. (c)(3).)

Processing and Permit Procedures: The element (p. 1-62) states that with the adoption of the Downtown Vitalization Specific Plan (DVSP), the conditional use

permit (CUP) process will no longer be needed in the DVSP. However, this conclusion does not fully analyze the CUP process as a potential constraint for development outside of the DVSP and for particular housing types, such as Single-Room Occupancy units (SRO). As a result, the element should still analyze the CUP process as a potential constraint, including listing and analyzing approval findings, approval authority, appeal processes and impacts on approval certainty, timing, cost, supply (number of units) and feasibility. Based on the outcomes of a complete analysis, the element should add or modify programs to address constraints, including removing, replacing, or modifying the CUP requirement.

The element will meet the statutory requirements of State Housing Element Law once it has been revised and adopted to substantially comply with the above requirements pursuant to Government Code section 65585.

Public participation in the development, adoption, and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City should continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting to HCD.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant, the Affordable Housing and Sustainable Communities program, and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

Guido Persicone, Director
Page 5

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

HCD appreciates the diligent efforts and outstanding dedication your team provided in the preparation of the City's housing element. We are committed to assisting the City in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Mao Lee, of our staff, at Mao.Lee@hcd.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul McDougall", with a stylized flourish at the end.

Paul McDougall
Senior Program Manager

HCD Comment	Response	Page Number
Patterns and Trends: While the element provides current information regarding familial status, the element must also incorporate and analyze past data on familial status to fully describe the impacts of familial status on fair housing choice and opportunity.	The Housing Element was revised to provide a comparison of past and present data on familial status within the region and locally.	Pg. A-25
Goals, Priorities, Metrics, and Milestones: The element must be revised to add or modify goals and actions based on the outcomes of a complete analysis. Goals and actions must specifically respond to the analysis and to the identified and prioritized contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends. Actions must have specific commitment, metrics, and milestones as appropriate and must address housing mobility enhancement, new housing choices and affordability in high opportunity areas, place-based strategies for community preservation and revitalization, and displacement protection.	The additional analysis of trends of familial status did not result in any additional fair housing issues that required updates to meaningful actions or programs within the Housing Element	n/a
Progress in Meeting the Regional Housing Need Allocation (RHNA): The element identifies the Marina Station Specific Plan as a significant strategy to meet the RHNA. Given the reliance on pending developments to accommodate the RHNA, future submittals of the housing element should include up-to-date information on the processing of building permits for Phases 1 and 2 of the Specific Plan. In addition, the element should include a program that commits to monitor the progress of projects toward completion in the planning period, including alternative actions such as rezoning or identification of	The Housing Element was revised to include up-to-date information on the processing of building permits for Phases 1 and 2 of the Specific Plan, which are now expected by the Summer of 2024. An objective to Program 1.1 was added to the Housing Action Plan to monitor the progress of housing projects and ensure there are adequate sites throughout the planning period.	Pg. 3-3

HCD Comment	Response	Page Number
additional sites if pending projects are not progressing toward completion in the planning period. Infrastructure: While the element includes Program 8.1 (Collaboration with Water Resource Agencies) to maintain sufficient water resources, the Program should include discrete timelines for implementation throughout the planning period. In addition, the element acknowledges, and HCD has received comments, regarding the transfer of water outside of the MCWD service district. The element should clarify any impact on identified sites and pipeline projects, and add a program, if necessary, that will commit to frequent monitoring (every other year) and completion of appropriate alternative actions by a specified date.	The Housing Element was revised to include information on MCWD's service capabilities related to identified pipeline projects and identified sites. The Element clarifies that MCWD has sufficient water available for service and that no inventory sites or pipeline projects were included which would result in the need for water credit transfer.	Pg. 2-11
Zoning for a Variety of Housing Types: Emergency Shelters: While the element provides general information on emergency shelters, it must also describe how it complies with the requirements of Assembly Bill 2339 (2022). Among other changes, this amendment to Government Code section 65583, subdivision (a)(4) expands the definition of "emergency shelters", specifies the type of zoning designations that must be identified to allow emergency shelters as a permitted use without a conditional use or discretionary permit, and demonstrate the appropriateness of sites to accommodate emergency shelters, including analyzing proximity to transportation and services. The element must add a program demonstrating compliance with these requirements.	Emergency Shelters – The Housing Element has been revised to show that the Element's approach for emergency shelters complies with AB 2339 by clarifying that by-right emergency shelters do not require discretionary review. The Housing Element now further describes that the locations appropriate for emergency shelters are in locations where there is access to public transportation, facilities, supportive services, and amenities. Program 7.1 was revised to ensure AB 2339 compliance by specifying the zones in which emergency shelters are permitted by-right and without discretionary review, amends the Zoning Ordinance to expand the definition of an emergency shelter and ensures that emergency shelters be permitted by-right without discretionary review.	Pg. 1-46 Pg. 3-12

HCD Comment	Response	Page Number
Zoning for a Variety of Housing Types: Accessory Dwelling Units (ADUs): While the element provides information on the zones where ADUs are permitted, there appear to be zones where residential uses are permitted and ADUs are not permitted. Specifically, the C-R, C-1, and C-2 zones allow for residential uses, but do not allow for ADUs; Program 2.1 (Accessory Dwelling Units) does not appear to make any zoning changes. As a result, the element must add or modify programs to amend zoning and comply with State ADU Law.	The Housing Element's Program 3.1 was revised to include that the Zoning Ordinance be amended to ensure ADUs be permitted in all zones in which residential uses are permitted, which includes the C-R, C-1 and C-2 zones.	Pg. 3-8
Programs: Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites, zoning available to encourage a variety of housing types, or potential lack of adequate infrastructure.	Program 1.1 was revised to include an objective for the City to monitor pending projects and ensure they have adequate sites throughout the planning period.	Pg. 3-3
Processing and Permit Procedures: The element (p. 1-62) states that with the adoption of the Downtown Vitalization Specific Plan (DVSP), the conditional use permit (CUP) process will no longer be needed in the DVSP. However, this conclusion does not fully analyze the CUP process as a potential constraint for development outside of the DVSP and for particular housing types, such as Single-Room Occupancy units (SRO). As a result, the element should still analyze the CUP process as a potential constraint, including listing and analyzing approval findings, approval authority, appeal processes and impacts on approval certainty, timing, cost, supply (number of units) and feasibility. Based on the outcomes of a complete analysis, the element should add or modify programs to	The Housing Element was revised to include analysis on the CUP process in zoning districts outside of the DVSP area. The analysis determined that Program 7.1 which removes CUP requirements for certain housing types, does not address CUP requirements for Single-Room Occupancy units (SRO). In order to ensure certainty and objectivity, the Housing Element was also revised to remove this CUP restraint for SROs.	Pg. 1-62 Pg. 3-13

HCD Comment	Response	Page Number
address constraints, including removing, replacing, or modifying the CUP requirement.		



City of Marina

2023–2031 Housing Element Update

November 2023



Manufactured Housing

State law requires local governments to permit manufactured or mobile homes meeting federal safety and construction standards on a permanent foundation in all single-family residential zoning districts (Section 65852.3 of the California Government Code). There are no constraints on the location of factory-built housing since they are permitted in any zone accommodating single-family homes. Mobile homes are located within mobile home parks and building permits are routinely issued for the installation of new mobile homes, generally replacing previous mobile homes. Mobile home parks are conditionally permitted in the R-4 zoning district.

Residential Care Facilities

The Lanterman Developmental Disabilities Services Act (Sections 5115 and 5116) of the California Welfare and Institutions Code declares that mentally and physically disabled persons are entitled to live in normal residential surroundings. The use of property for the care of six or fewer mentally disordered or otherwise handicapped persons is allowed by law. A State-authorized, certified or authorized family care home, foster home, or group home serving six or fewer persons with disabilities or dependent and neglected children on a 24-hour-a-day basis is considered a residential use to be permitted in all residential zones. No local agency can impose stricter zoning or building and safety standards on these homes (commonly referred to as “group” homes) of six or fewer persons with disabilities than are required of the other permitted residential uses in the zone. State-licensed residential care facilities for six or fewer residents, including foster care, must be permitted by right in all residential zones allowing single-family housing. Such facilities cannot be subject to more stringent development standards, fees or other standards than single-family homes in the same district. The City of Marina Zoning Ordinance contains provisions for residential care facilities for six or fewer persons. The City permits small residential care facilities (for six or fewer persons) by-right in all of the city’s residential zoning districts and in the C-R commercial zoning district, similar to any single-family use.

Large residential care facilities (for seven or more persons) are conditionally permitted in all of the city’s residential zoning districts and in the C-R zoning district. Only large residential care facilities for the elderly are conditionally permitted in the R-1 zone. Allowing only large residential care facilities for seniors but not all other household types in R-1 may be considered discriminatory and the Zoning Ordinance will be revised to ensure large residential care facilities, regardless of household type, be conditionally allowed in all zones where housing is allowed. The findings for approval are that the establishment, maintenance or operation of the use or building applied for will not under the circumstances of the particular case be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city; and in the Coastal Zone the use is consistent with all applicable local coastal land use plan recommendations and requirements. This required finding of compatibility with neighborhood character may be considered subjective and therefore constraining to the development of larger residential care facilities. This Housing Element includes a program action to establish objective findings for approval and to revise the Zoning Ordinance to conditionally allow large residential care facilities for all household types in all zones where residential uses are allowed.

In addition, the appropriate authority may designate such conditions in connection with the use permit as it deems necessary to secure the purposes of this title. Such conditions may include, but are not limited to, architectural and site approval, time limitations, street dedication, and street and

drainage improvements. The appropriate authority may also require such bonds and guarantees as it deems appropriate to assure the compliance of the conditions.

Marina's Zoning Ordinance does not refer to residential care facilities that do not require licensing and therefore does not regulate these uses which are not governed by State laws. The City will amend the Zoning Ordinance to specify that such housing is permitted by-right as a regular residential use (Program 7.1).

Emergency Shelters

An emergency shelter is a facility that provides temporary shelter and feeding of indigents or disaster victims, operated by a public or non-profit agency. State law requires jurisdictions to identify adequate sites for housing which will be made available through appropriate zoning and development standards to facilitate and encourage the development of a variety of housing types for all income levels, including emergency shelters and transitional housing (Section 65583(c)(1) of the Government Code). Adopted in 2007, SB 2 requires that local jurisdictions make provisions in the Zoning Ordinance to permit emergency shelters by right in at least one zoning district where adequate capacity is available to accommodate at least one year-round shelter. Local jurisdictions may, however, establish standards to regulate the development of emergency shelters.

Section 17.04.292 of the Zoning Ordinance defines "emergency shelters" as: "housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person." Emergency Shelters are a permitted use in the R-4 (Multiple-Family) and C-R Mixed Commercial-Residential Use zones. As part of the 5th Cycle Housing Element, the City removed the CUP requirement for Emergency Shelters. The Marina Municipal Code contains no specific development standards that apply only to emergency shelters and therefore, the Code does not constrain their development.

AB 2339, passed in 2022, expands the definition of emergency shelters to include interim housing options such as low barrier navigation centers and bridge housing, and respite and recuperative housing. AB 2339 also requires that the zone(s) permitting emergency shelters by right, without discretionary review, be zones that also are suitable for residential uses. Both R-4 and C-R zones permit residential and mixed use residential uses, respectively.

According to the 2022 Monterey County point-in-time homeless count, there were 356 homeless individuals in Marina, with 81 of these homeless persons being unsheltered. AB 2339 provides a general guidance or estimate of 200 square feet per person. For an unsheltered homeless population of 81 persons, a site area of approximately 16,200 square feet (0.37 acre) would be required. Overall, about 600 parcels in the City are zoned for R-4 and C-R uses. As later shown in the Housing Resources section of this Housing Element, vacant and underutilized R-4 and C-R sites in Downtown and Central Marina total more than 10 acres. These locations provide access to public transportation, amenities, public facilities, and supportive services. Specifically, 11 parcels totaling 3.5 acres (1 C-R and 10 R-4 parcels) are vacant, small parcels of less than one acre in size that would be appropriate for small to medium size shelter facilities and adequate to accommodate the City's unsheltered homeless residents.

Furthermore, new shelters are often installed through adaptive reuse of existing buildings rather than through new construction due to costs and funding limitations. The C-R zone contains older commercial uses that may be renovated for other purposes such as emergency shelters. The R-4 and C-R properties are centrally located along major transportation routes, and therefore have access to public transportation and services in the community, including faith-based organizations that offer

Single-Room Occupancy

Single room occupancy (SRO) facilities are small studio-type units and are conditionally permitted in Marina's R-4 and C-R districts. [See discussions on CUP requirements later in this section.](#)

Farmworker and Employee Housing

The California Employee Housing Act requires that housing for six or fewer employees be treated as a regular residential use. The Employee Housing Act further defines housing for agricultural workers consisting of 36 beds or 12 units be treated as an agricultural use and permitted where agricultural uses are permitted.

Currently, the City's Zoning Ordinance does not comply with the Employee Housing Act. In the city's "K" agricultural-residential district, the Marina Zoning Ordinance permits by-right single-family dwellings, accessory buildings and accessory uses quarters for farm labor and/or servants employed on the premises. The Zoning Ordinance makes no provisions for farmworker housing in its "A" (Limited Agricultural Uses Combining District) agricultural zone, and employee housing for six or fewer is not addressed in the Zoning Ordinance. The Zoning Ordinance will be amended to address farmworker housing in K and A zones, as well as employee housing for six or fewer persons as a residential use.

Short-Term Rentals

Short-term rentals can present an issue to the local housing market by removing homes from the housing inventory for permanent residents, exacerbating the shortage of housing in the community. In 2019, the City amended the Zoning Ordinance to include 17.42.170 entitled "Short-Term Rentals", which establishes a permitting process and appropriate standards for the short-term rental of whole dwelling units or portions of the same for a period of 29 consecutive days or less.

Density Bonus Ordinance

California Government Code Section 65915-65918 requires local governments to grant a density bonus to projects providing a specified percentage of affordable units, senior housing, or childcare facilities.

Jurisdictions also may not enforce any development standard that would preclude the construction of a project with the density bonus and the incentives or concessions to which the developer is entitled. To ensure compliance with the State density bonus law, jurisdictions must reevaluate their development standards in relation to the maximum achievable densities for multiple-family housing.

In accordance with Chapter 4.3 Section 65915 *et. seq.* of the California Government Code, the City of Marina adopted a Density Bonus Ordinance (City of Marina Zoning Ordinance Section 17.48.040) and last updated it on December 2020 to comply with updates to State requirements. Since then, the State has passed additional Density Bonus laws:

- AB 1763 (2019) – Density bonus and increased incentives for 100 percent affordable housing projects for lower income households.
- AB 1227 (2022) – Density bonus for student housing development for students enrolled at a full-time college, and to establish prioritization for students experiencing homelessness.
- AB 2345 (2020): (Increase Maximum Allowable Density) – Revised the requirements for receiving concessions and incentives, and the maximum density bonus provided.

Table 1-45 Marina Development Impact Fees

Impact Fees	Fee Amounts (per Dwelling Unit)			
	Single-Family	Multi-family	Senior Homes	Assisted Living – Senior
Public Buildings	\$4,622	\$4,281	\$3,082	\$1,713
Public Safety	\$996	\$922	\$622	\$368
Roadways	\$8,717	\$ 6,088	3,370	2,418
Intersections	\$2,111	1,477	817	587
Parks	\$ 10,011	\$ 9,269	\$ 6,675	\$ 3,707
Water and Sewer ²	\$7,929	\$7,929	\$7,929	\$7,929
School ³	\$4.79 per square foot	\$4.79 per square foot	\$4.79 per square foot	\$0.78 per square foot (Office/Industrial rate)

¹ City of Marina Development Impact Fee Report, 2022.

² Marina Coast Water District, FY 2021-2022, per EDU. <https://www.mcwd.org/docs/financials/Marina%202021-2022%20Rates.pdf> ; Fort Ord Water and Sewer: \$11,699 per EDU (water) and \$3,012 per EDU (sewer). The per unit charge for single-family residential connection is 1 EDU. The per unit charge for multiple dwelling, condominium, trailer space, or mobile home is 0.8 EDU School fees established by Monterey Peninsula Unified School District – October 2021. https://drive.google.com/file/d/1XBXMRW4maaXmG5ucfIC6x_IKfL-59S7I/view

³ May apply to affordable/below market-rate housing. Special formulas for fees for residential housing that includes below market-rate housing. Figures as of July 1, 2019. https://www.mpsd.net/apps/pages/index.jsp?uREC_ID=1014183&type=d&pREC_ID=1757719#:~:text=Current%20Residential%20Rate%20is%20%244.79%20and%20Commercial%20is%20%240.78%20per%20square%20foot.

According to the records from recently approved projects, the total development impact fees and permit processing fees range from about \$14,000 to \$24,000 per multiple-family unit. Fees for a single-family unit total around \$30,000 (Table 1-46). Marina's fees for multi-family units (\$14,000-\$24,000) are similar to fees in Pacific Grove (\$21,000), but higher than Seaside (\$12,000).

In Marina and neighboring cities, fees for single-family units are higher than those for multi-family units. Marina's total fee estimate per single-family unit (\$30,000) are slightly higher than those reported in Seaside (\$23,000), but lower than Pacific Grove (\$69,000) as shown in Table 1-47. Despite the seemingly high fees in Pacific Grove, the City of Pacific Grove reported that their fees for single-family units account for less than 10 percent of the total construction costs. Marina, Seaside, Pacific Grove, and Del Rey Oaks all reported that the total fees for single family units accounted for less than 10 percent of total construction costs.

Table 1-46 Examples of Permits and Fees – Marina

Address	Construction Valuation	Permit Fees	Impact Fees	Permit and Impact Fees
Sea Haven Homes- SFH				
3005 Shasta Way	\$223,655.04	\$3,922.13	\$26,457.00	\$30,379.13
3001 Shasta Way	\$328,406.40	\$5,270.63	\$26,457.00	\$31,727.63
3003 Arroyo Drive	\$287,642.88	\$4,744.04	\$26,457.00	\$31,201.04
481 Marina Heights Drive	\$249,298.56	\$4,255.77	\$26,457.00	\$30,712.77
479 Marina Heights Drive	\$318,003.84	\$5,100.28	\$26,457.00	\$31,557.28
Dunes Homes- SFH				
2711 4th Avenue	\$291,894.00	\$4,795.27	\$23,397.94	\$28,193.21
248 Bungalow Court	\$275,517.00	\$4,590.49	\$23,397.94	\$27,988.43
246 Bungalow Court	\$257,831.00	\$4,359.20	\$23,397.94	\$27,757.14

Address	Construction Valuation	Permit Fees	Impact Fees	Permit and Impact Fees
242 Bungalow Court	\$291,894.00	\$4,795.27	\$23,397.94	\$28,193.21
250 Bungalow Court	\$291,894.00	\$4,795.27	\$23,397.94	\$28,193.21
Veteran's Transition Center- MF (71 units)				
229 Hayes	\$31,000,000.00	\$2,834.68	\$22,037.00	\$24,871.68
Chispa AKA Junsay Oaks- Senior Apartments (47 units)				
3098 DeForest	\$8,360,215.00	\$1,622.91	\$12,059.00	\$13,681.91
ADUs				
154 Lakewood Drive	\$50,000.00	\$1,749.10	\$0.00	\$1,749.10
3007 King Circle	\$62,620.00	\$1,990.10	\$0.00	\$1,990.10
3068 Redwood Drive	\$60,000.00	\$1,958.98	\$0.00	\$1,958.98

Notes: Construction valuation represents entire SFH or entire project for MFH development (Veterans Transition Center and Junsay Oaks). Permit fees, impact fees, and combined permit and impact fees represent cost per unit. Veteran's transition center and Junsay Oak Impact fees include additional Transportation Agency of Monterey County (TAMC) Fees (\$2,834 and \$1,622 per unit, respectively).

Table 1-47 Total Fee Comparisons with Neighboring Jurisdictions

City	Multi-Family	Single-Family
Marina	\$14,000-\$24,000	\$30,000 (~10%†)
Seaside	\$11,791	\$23,433 (<10%†)
Pacific Grove	21,235 (3%†)	\$68,928 (7%†)
Del Rey Oaks	<10%†	<10%†
Monterey City	Did not provide total fee estimate	Did not provide total fee estimate
Sand City	Did not provide total fee estimate	Did not provide total fee estimate

† % of total construction costs

Note: Amounts refer to per unit cost.

Source: Seaside 2023-2031 Draft Housing Element Technical Appendix (July 2023); Pacific Grove 2023-2031 Draft Housing Element Update (September 2023); Del Rey Oaks 2023-2031 Draft Housing Element (May 2023); City of Monterey 2023-2031 Draft Housing Element Appendix C (September 2023), Sand City 2023-2031 Draft Housing Element (May 2023)

Local Processing and Permit Procedures

The development review process can affect housing costs. Because of interest rates and inflation in the price of materials, the longer it takes for a development proposal to be approved, the higher the development costs. Development application processing has basic time requirements as a result of the City's obligation to evaluate projects adequately, as well as the requirements of state law. These include consistency with the General Plan and Zoning Ordinance, requirements of the Subdivision Map Act, and compliance with the California Environmental Quality Act (CEQA).

Residential Permit Processing

In the city of Marina, ministerial projects include the construction of single-family residences and accessory dwellings on existing lots, and the construction of multi-family residential housing at densities not exceeding 25 units per acre, and condominium/planned development projects in the MHR zone. Also, Chapter 16.18 of the Zoning Ordinance describes the procedures for tentative parcel maps for minor subdivisions (four lots or fewer). They are reviewed and approved administratively by the Community Development Director and do not require a public hearing or

approval by either the Planning Commission or City Council. The City has amended its Zoning Ordinance to permit emergency shelters housing by right in the R-4 and C-R zones and transitional and supportive housing in all residential zones and C-R zone.

Discretionary projects requiring a Conditional Use Permit (CUP) and approval from the Planning Commission include major subdivisions of land (into typically 5 or more parcels), condominium/planned development projects in the C-R zone, the development of multi-family residential housing at densities exceeding 25 units per acre in the C-R Zone, single-room occupancy and a change in the use of a property including the civilian reuse of former military lands. The findings are not specifically identified in the Zoning Ordinance. However, the Zoning Ordinance states that findings required for the approval of a CUP are that “the establishment, maintenance or operation of the use or building applied for will not under the circumstances of the particular case, be detrimental to health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city; and in the Coastal Zone the use is consistent with all applicable local coastal land use plan recommendations and requirements.” The Zoning Ordinance does not provide clarity in the findings required and criteria for evaluating compliance, especially relating to impacts on the neighborhood.

However, with the adoption of the Downtown Vitalization Specific Plan, approval of residential development in the downtown would no longer require a CUP. Furthermore, the Affordable Housing Overlay (AHO) provides by-right approval of projects if 15 percent of the units are set aside for lower income housing. Since much of the future residential development is expected to occur within the Downtown, the CUP process is not anticipated to serve as a constraint to residential development.

On November 2022, the City passed an ordinance removing CUP requirements for Supportive Housing in commercial and mixed use zones where multi-family and mixed-use development is permitted and in the Planned Commercial zoning district. In addition, Section 17.12.020 and 17.12.030 were amended to remove CUPs for multi-family housing development in the R-4 zoning district. However, this ordinance does not address the CUP requirements for SRO housing. This Housing Element includes a program action to either remove the CUP requirements for SRO housing or to review and revise the required findings to ensure that they are objective and provide certainty in outcomes.

The review and entitlement process is initiated by the submission of an application. If the environmental review of the project can be accomplished without the processing of an EIR, public hearing(s) are scheduled and held by the Planning Commission and, if an EIR is required, by the City Council. Additionally, City Council review and approval is necessary for: (a) proposed amendments to the General Plan or Zoning Ordinance which may be associated with a project proposal, (b) projects subject to an appeal to the City Council, and (c) major subdivisions. The entire process is about 90 days if turn-around time by the applicant is reasonable (2 to 3 weeks). The need for City Council action on a project or related to a project will add 1 to 2 months to the process. The need to contract with environmental consultants for necessary environmental studies will typically add 2 or 3 months to the process. The determination of the need for an EIR will add 6 months to a year of processing time. The City’s development review process is designed to accommodate housing development applications of various levels of complexity and requiring different entitlements. Table 1-48 summarizes the reviewing authority and requirements for the City’s most common permit applications.

Accessory Dwelling Units

ADUs and junior accessory dwelling units (JADU) anticipated to be built between 2023 and 2031 are also credited towards the City's RHNA pursuant to Government Code Section 65583.1. The City of Marina Building Division permitted 16 ADUs in 2018, 11 ADUs in 2019, 6 ADUs in 2020, 11 ADUs in 2021, and 8 ADUs in 2022 for an average of 11 ADUs per year. Assuming that 11 building permits will be issued per year, the City has assumed a total of 88 ADUs will be permitted between June of 2023 and December of 2031.

The Association of Bay Area Governments (ABAG) conducted an analysis of ADU affordability and concluded approximately 30 percent of ADUs are affordable to very low-income households, 30 percent affordable to low-income households, 30 percent affordable to moderate-income households, and 10 percent affordable to above-moderate income households.¹ Due to the proximity of Marina to the ABAG region, these affordability assumptions are suitable to use for Marina's ADU projects in the Site Inventory. The Sites Inventory assumes Marina will produce 26 very low, 26 low, 26 moderate, and 10 above-moderate ADUs.

Units Planned or Approved

Residential developments approved and permitted but not yet built ("pipeline projects") can be credited towards the City's RHNA for the 6th Cycle Housing Element provided the City can demonstrate that the units can be built by the end of the 6th Cycle's planning period. Similarly, units within completed projects that have received a certificate of occupancy as of June 30, 2023, can also be credited towards the RHNA. Affordability (the income category in which the units are counted) is based on the actual or projected sale prices, rent levels, or other mechanisms establishing affordability of the units within the project. Single-family homes are usually sold at market-rate prices, with no affordability covenants attached to the land. Multifamily or single-family developments that use density bonuses, public subsidies, or other mechanisms that restrict rents or sales prices would be restricted to specified below-market rate prices affordable to households in the various income categories described above. Local, state, or federal regulations would establish rules for which income categories must be served by each development.

The City currently has six active projects, many of which are associated with the buildout of previously approved specific plans. Four of the six projects in the development pipeline are on schedule to construct their associated units in the 6th Cycle planning period. All projects with affordability components have restricted rents or sales price resulting from the City's Inclusionary Housing Ordinance (IHO). The project at 3298 Del Monte also has been approved for a density bonus. Table 2-2 identifies the approved or pending projects that are credited towards meeting the City's RHNA and includes a total of 2,263 housing units (113 very low-, 110 low-, 157 moderate-, and 1,883 above moderate-income housing units). Details on the projects and associated timelines are detailed below. The locations of these projects are symbolized with the corresponding Map ID numbers on Figure 2-1.

¹ ABAG. Using ADUs to satisfy RHNA Technical Memo. <https://abag.ca.gov/sites/default/files/documents/2022-03/ADUs-Projections-Memo-final.pdf>

Approximately 525 units of the 1,237 have been built and are not counted as housing credits as part of the Housing Element Site Inventory. Of the remaining 712 units, two sites, Below Market Rate (BMR) Site 1 and BMR Site 2, are currently under construction. Building permits for the sites were issued on June 3, 2022, and construction is anticipated to be completed in June 2024. BMR Site 1 consists of 92 low- and very low-income rental units, a manager's unit, clubhouse, off-street parking, and open space and recreational amenities. BMR Site 2 consists of 48 low- and very low-income rental units, a manager's unit, clubhouse, and open space and recreational amenities. In total, the two sites include 140 low- and very low-income rental units. The remaining 572 above-moderate units are under building permit review and construction is estimated to be complete within the 6th Cycle planning period.

Sea Haven Master Plan

The Sea Haven Master Plan, formerly referred to as the Marina Heights Master Plan, removed 828 existing, abandoned housing units and plans for the construction of 1,050 new townhouses, cottages, and single-family residential housing units with 35 acres of parks, greenbelts, and open spaces. Of the 1,050 housing units, 210 are affordable. The Master Plan was approved by the City Council on March 3, 2004. To date, 439 housing units have been built and 37 below market-rate units are currently under construction. A development agreement established in 2022 indicated buildout would occur over 5 phases. Current construction is in phase 3, with phase 5 anticipated to be completed by 2030. The development agreement also established a schedule to construct the below market rate units in a manner proportionate to the market rate units through each of the phases.

Marina Station Specific Plan

The Marina Station Specific Plan plans for the development of 1,360 housing units, 60,000 square feet of office space, and 651,624 square feet of industrial uses constructed over eight phases on a 320-acre site. Of the 1,360 residential units, approximately 887 are single-family units and 473 are multifamily units. Residential density varies from low density on the fringes of the Master Plan area to higher density within the core areas. The project includes on-site and off-site infrastructure improvements to connect the Marina Station Specific Plan area to existing water, wastewater, and storm drain connections near the Master Plan area boundary. The Master Plan was originally approved by the City Council in 2005 and was most recently amended and approved in 2022.

Of the total 1,360 housing units, 20 percent (272 units) will be affordable (6 percent as very low-income, 7 percent as low-income, and 7 percent as moderate-income). The project will build out over a total of 8 phases. Building permits for Phase 1 and 2 of the project are in progress and are expected to be issued by the summer of 2024. Phase 1 and 2 include a total of 351 housing units, 15 very low-income, 17 low-income, and 17 moderate-income units. Phase 3 and 4 include a total of 70 units, 18 very low-income, 21 low-income, and 31 moderate-income units and are expected to have building permits issued by 2027. By 2030, a total of 1,166 building permits are expected to be issued, including 58 very low-income, 67 low-income, and 67 moderate-income units. Total build-out would occur by 2036.

Remaining RHNA

Accounting for the entitled, approved, and pending projects, as well as projected ADUs, the City will be able to meet its RHNA allocation and buffer with existing projects anticipated to be built over the planning period.

2040. The Water Master Plan established MCWD's current total maximum firm supply of 16.28 mgd, an excess of 9.8 mgd compared to existing demand. With buildout, the maximum daily demand is estimated at 18.4 mgd, a 2.1 mgd deficiency. The Water Master Plan identifies improvements to meet future demand, including the construction of a new 1,500 gallons per minute groundwater well and replacement of pumps at three of the groundwater wells, new booster stations, and pipeline improvements. With the implementation of these improvements, the city would overcome its water deficiency.

The Water Master Plan accounts for increased water demand of planned growth, including growth as a result of future buildout under Phase 1-3 of the Dunes Specific Plan, Sea Haven, Master Plan, and Marina Station Specific Plan. The number of assumed new housing units of these developments in the Water Master Plan is greater than that assumed in the planned and approved projects as part of this Site Inventory. In addition, to further supplement the groundwater supply, MCWD is currently working with Monterey One Water (M1W) to develop a recycled water distribution network, expected to be operational in the coming years, that would provide up to 1.3 mgd of water from the M1W Advanced Water Treatment Facility. Therefore, the city's potable water supply can accommodate the City's RHNA.

MCWD has sufficient water to serve all identified pipeline projects and identified sites. There are some areas within the City that would require the transfer of water credits for development, but those were not included within this Site Inventory or as a part of the overall Housing Element strategy.

The Monterey County Water Resources Agency (MCWRA) and MCWD have documented seawater intrusion that has been moving farther inland and deeper into groundwater aquifers of the Basin. Seawater intrusion may worsen with sea-level rise and continued groundwater overdraft. MCWRA has recommended actions to minimize further seawater intrusion. If the Monterey Peninsula Water Supply Project (discussed above) is fully approved and becomes operational, MCWD and Marina experts believe that it could rapidly worsen the seawater intrusion situation and impair the city's water supply.

Storm Water and Drainage

Housing projects on identified sites would be required to comply with Chapter 8.46, Urban Storm Water Quality Management and Discharge Control of Marina Municipal Code, which requires elimination of illegal discharges, protection of watercourses, and includes best management practice guidance for construction sites and development to reduce impacts to stormwater facilities. Therefore, the City would be able to accommodate its RHNA with implementation of existing policies and measures.

Circulation System

The City's General Plan, particularly the Community Infrastructure Element and Community Design and Development Element, outlines the long-term plan for roadways, including number of lanes, right-of-way, and general operating conditions. It also provides guidance relating to the transit system, goods movement system, and nonmotorized travel, including bicycle and pedestrian travel and serves as a comprehensive transportation management strategy to ensure adequate transportation infrastructure is in place to meet population growth.

The City of Marina adopted the Pedestrian and Cycle Master Plan in 2010, which details the City's plan to establish a network of accessible, safe, and integrated bicycle and pedestrian facilities. The

Program 1.1: Provide Adequate Sites for RHNA and Monitoring of No Net Loss

For the 2023-2031 Housing Element planning period, the City of Marina has been assigned a RHNA of 685 units, with the following income distribution: 94 very low-income units, 62 low-income units, 173 moderate-income units, and 356 above moderate-income units. Based on projected ADUs as well as units that have been approved or planned as part of existing projects, the City has met its RHNA.

On February 7, 2023, the Marina City Council adopted the Downtown Marina AHO to provide opportunities for near-term residential development potential. The AHO offers incentives to projects that incorporate affordable units by increasing the base density to a minimum of 30 units per acre and a maximum density of 35 to 50 units per acre, depending on location. Vacant and underutilized sites in the AHO can accommodate 532 additional units, including 72 units in the moderate-income category using a conservative estimate. The City's overall residential sites inventory offers capacity that exceeds its RHNA and is able to offer a buffer of at least 20 percent in all income categories.

To ensure that the City complies with SB 166 (No Net Loss), the City will monitor the consumption of residential and mixed-use acreage to ensure an adequate inventory is available to meet the City's RHNA obligations. To ensure sufficient residential capacity is maintained to accommodate the RHNA, the City will develop and implement a formal ongoing (project-by-project) evaluation procedure pursuant to Government Code Section 65863. Should an approval of development result in a reduction in capacity below the residential capacity needed to accommodate the remaining need for lower- and moderate-income households, the City will identify and if necessary, rezone sufficient sites to accommodate the shortfall and ensure no net loss in capacity to accommodate the RHNA.

Timeline and Objectives:	▪ Maintain a sites inventory that is adequate to accommodate the City's entire RHNA of 685 units. The inventory includes capacity available in Marina Station, Sea Haven, and The Dunes, and the recently adopted Downtown Marina AHO. ▪ By January 2024, make the sites inventory available on the City website and update annually. ▪ By December 2024, implement a formal evaluation procedure pursuant to Government Code Section 65863 to monitor the development of vacant and nonvacant sites in the sites inventory and ensure that adequate sites are available to meet the remaining RHNA by income category, and include this data in the annual Housing Element Progress Report. ▪ Monitor the construction schedules for pending projects included in Chapter 2 every 6 months. If project schedules change and units will not be complete during the planning period, ensure there are still adequate sites from other pending projects and vacant and nonvacant sites. ▪ Annually outreach to property owners and assist developers in identifying vacant and underutilized properties in the city, particularly within the AHO for residential and mixed-use development.
--------------------------	---

Responsible Agencies:	Community Development/Planning Services Division
-----------------------	--

Funding Sources:	Departmental Budget
------------------	---------------------

Program 2.5: Preferential Housing for Marina Workers and Residents

Lower-income residents in Marina face disproportionate pressures from the housing market and are more likely to be displaced than those making moderate and above moderate incomes. As an anti-displacement strategy, the City will continue to administer the BMR program requiring 30 percent of units for sale or rent to be made available according to the priority preference categories established in the “BMR Administrative Policies and Procedures” adopted by the City Council on March 1, 2021, and as amended.

Timeline and Objectives:	▪ Ongoing monitoring and annually report to the City Council regarding the status of BMR units. ▪ Assist 60 lower-income households who are Marina residents and workers through the BMR inclusionary housing program.
Responsible Agencies:	City Manager’s Office/Housing
Funding Sources:	Departmental Budget

Policy 3: Ensure that City site improvement and development standards, development review procedures, and development fees do not form an undue constraint to the development, conservation, and rehabilitation of housing.

Program 3.1: Zoning Ordinance Amendments

The Zoning Ordinance will be amended to address various new State laws:

- **Employee Housing:** No areas in the city are designated or permit commercial farming activities. Amend the Zoning Ordinance to comply with the State Employee Housing Act, which requires employee housing for six or fewer employees to be treated as a single-family structure to be permitted in the same manner as similar uses in the same zone.
- **Accessory Dwelling Units:** The City adopted its ADU ordinance in 2020, which was amended in 2021 to modify the maximum allowable height to 24 feet if the accessory unit is provided on a second story. However, recent bills (AB 2221 and SB 897) passed in October 2022 provide additional clarifications to the Government Code regarding ADU regulations. The Zoning Ordinance will be amended to comply with State law. Specifically, the City will amend the Zoning Ordinance to ensure ADUs are permitted in all zones where residential uses are permitted (including C-R, C-1, and C-2 zones).
- **SB 35 Processing Procedure:** The City will establish a standard procedure for processing SB 35 eligible projects, pursuant to State law.
- **SB 9 Processing Procedure:** The City will establish a standard procedure for processing SB 9 applications, pursuant to State law and provide technical assistance to SB 9 applicants.
- **Covered Parking:** The City will amend the Zoning Ordinance to remove covered parking requirements.

Timeline and Objectives:	▪ By the end of 2024, amend the Zoning Ordinance to address the topics and issues identified as part of the comprehensive Zoning Ordinance update. ▪ By the end of 2024, develop and include a Fair Housing Factsheet, especially on Source of Income protection (i.e., use of public subsidies such as HCVs for housing payments) in the SB 9 application packet to expand acceptance of HCVs throughout the city.
Responsible Agencies:	Community Development/Planning Service Division
Funding Sources:	Departmental Budget

Policy 6: Support and initiate, where feasible, public and private energy conservation programs that would reduce the energy needs and costs of housing in Marina.

Program 6.1: Energy Conservation

The City continues to work with AMBAG's Sustainability Program by distributing information flyers at City offices and the Marina Public Library and informing people verbally of AMBAG's programs

- | | |
|--------------------------|--|
| Timeline and Objectives: | <ul style="list-style-type: none"> Continue to provide informational flyers available at City offices, public buildings, and special events; making announcements at City Council meetings, links to the City's website and facilitating articles in local newspapers to advertise funding sources for making changes that include energy conservation fixtures and devices. The City estimates providing information and referral to 20 households annually. Annually update information on available resources for energy conservation improvements. |
|--------------------------|--|

Responsible Agencies:	Community Development/Planning Services Division and Building Division
-----------------------	--

Funding Sources:	Departmental Budget
------------------	---------------------

Policy 7: Provide opportunity for and encourage the development of adequate housing for the City's special needs groups including the elderly, disabled (including those with developmental disabilities), large households, female-headed families, farmworkers, and those in need of emergency shelter.

Program 7.1: Special Needs Housing – Removal of Constraints

The City will amend the Zoning Ordinance to remove potential constraints to housing for persons with special needs. These include:

- Emergency Shelters:** AB 2339 requires that the zone(s) permitting emergency shelters by right without discretionary review be zones that also are suitable for residential uses. Emergency Shelters are permitted by-right in the R-4 (Multiple-Family) and C-R Mixed Commercial-Residential Use zones. For an unsheltered homeless population of 81 persons, a site area approximately of 16,200 square feet (0.37 acre) would be required, based on AB 2339 general guidance of 200 square feet per person. Overall, about 600 parcels in the City are zoned for R-4 and C-R uses. Specifically, 11 parcels totaling 3.5 acres (1 C-R and 10 R-4 parcels) are vacant and small parcels of less than one acre in size that would be appropriate for small to medium size shelter facilities and would adequate to accommodate the City's unsheltered homeless residents. These parcels are located in Downtown and Central Marina, providing access to public transportation, amenities, public facilities, and supportive services. Lastly, AB 2339 expands the definition of emergency shelters to include interim housing options such as low barrier navigation centers, bridge housing, and respite and recuperative care. The City will amend the Zoning Ordinance to expand the definition of emergency shelters to comply with state law and to ensure such uses are permitted by right without discretionary review in the R-4 and C-R zones.
- Transitional Housing:** Amend the Zoning Ordinance to incorporate the provision of transitional in commercial, mixed use, and mobile home park zones where housing is also permitted. Provisions for transitional housing will be consistent with State law, to be permitted as a residential use in the same manner as similar uses in the same zone.

- **Supportive Housing:** In 2022, the City amended the Zoning Ordinance to address AB 2162 to permit supportive housing in all residential, and commercial and mixed use zones where multifamily and mixed-use housing is permitted. However, the Zoning Ordinance will need to be amended to specify that no minimum parking requirements for units occupied by supportive housing residents if the development is located within 0.5 mile of a public transit stop.
- **Residential Care Facilities (Seven or More Persons):** The City permits large residential care facilities in all residential zones and in the C-R zone subject to approval of a CUP. However, the required approval finding regarding compatibility with neighborhood character may be considered subjective with the potential to constrain the development of large residential care facilities. The City will amend the Zoning Ordinance to revise the findings for approval to ensure they are objective and provide for certainty in outcomes. The City also only permits large residential care facilities for seniors in R-1. The City will amend the Zoning Ordinance to ensure large residential care facilities, regardless of household type, be conditionally allowed in all zones where housing is allowed – provided that conditions are objective and provide for certainty in outcomes.
- **Unlicensed Residential Care Facilities:** The City will amend the Zoning Ordinance to specify that residential care facilities that do not require licensing are permitted by-right as regular residential use.
- **Reasonable Accommodation:** The required findings for approval include evaluation of compatibility with neighborhood character and increased traffic. However, no objective standards have been established for the evaluation. The City will amend the Zoning Ordinance to revise the findings for approval to ensure they are objective and provide for certainty in outcomes.
- **Single-Room Occupancy Housing:** Amend the Zoning Ordinance to either remove the CUP requirement for SRO housing or to review and revise the required findings for CUP approval to ensure the findings are objective and provide certainty in outcomes, specifically relating to impacts on surrounding neighborhoods.

Timeline and Objectives:	▪ Amend the Zoning Ordinance by the end of 2024 to address the topics and issues identified above in this Program 7.1 as part of the comprehensive Zoning
Responsible Agencies:	Community Development/Planning Service Division
Funding Sources:	Departmental Budget

Program 7.2: Veteran's Housing

This program is being added to the Housing Element to honor the rich history of military service from Marina residents. The program directs staff to meet annually with the Veteran's community to reduce barriers to housing for this special needs housing group.

Timeline and Objectives:	▪ Beginning in 2025, annually the City of Marina will convene a meeting of veteran's organizations to inform them of housing opportunities in the city of Marina and ways to reduce homelessness among Veterans in the greater Monterey region. ▪ Affirmative Marketing Education The City shall promote compliance with California Government Code 12955 (c) that says: "It shall be unlawful: ... For any person to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a housing
--------------------------	---

accommodation that indicates any preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information or an intention to make that preference, limitation, or discrimination.” The City shall ensure that developers of new housing are aware of this law and the importance of promoting neighborhood integration. **By the end of 2024,** the City shall create educational materials, post materials to the City website, and work with the County Housing Department to spread awareness of affirmative marketing methods, and consider adopting a resolution supporting affirming the rights of all special needs housing groups.

Responsible Agencies: Community Development/Planning Service Division

Funding Sources: Departmental Budget

Policy 8: Seek to expand the availability of an adequate water supply to serve the long-term housing needs of the City.

Program 8.1: Collaboration with Water Resources Agencies

The City will continue to work with the MCWD and other appropriate agencies to secure sufficient water resources to meet the expected needs of projected housing developments through 2031.

Timeline and Objectives:

- **At least annually, meet** with various water resources agencies to discuss water resources and strategies for meeting the projected housing needs in the region.

Responsible Agencies: City of Marina Administration; Community Development/Planning Services Division

Funding Sources: Departmental Budget

Policy 9: Implement meaningful actions to affirmatively further fair housing.

Program 9.1: Affirmatively Furthering Fair Housing

The City is committed to AFFH in the community. Actions to foster equal housing opportunities are centered on several themes:

- Collaborate with and support efforts of organizations dedicated to eliminating housing discrimination in Marina
- Facilitate the development of a variety of housing types to foster housing mobility
- Pursue actions and policies that mitigate economic displacement of residents
- Distribute new affordable housing opportunities throughout the city to avoid overconcentration low-income housing in specific neighborhoods
- Employ place-based strategies for neighborhood improvements

The City’s actions to further fair housing are summarized in Table 3-2. The City will undertake diligent efforts to implement the actions outlined in Table 3-2.

Table 3-2 Affirmatively Furthering Fair Housing Action Matrix

Program	Specific Commitment	Timeline	Geographic Targeting	8-Year Metrics ¹
AFFH: Monitoring	Evaluate the effectiveness of meaningful actions outlined in this Action Matrix in achieving the eight-year metrics.	Evaluation in by the end 2027 and develop alternative actions by July 2028	Citywide	As outlined in individual actions.
Fair Housing Enforcement and Outreach				
AFFH: Outreach Actions	Provide links to fair housing resources on City website and distribute informational materials on fair housing at public locations. Organizations linked on the City website may include, but are not limited to, HACM; HUD, FHEO, Monterey County Housing Resources Center and ECHO Housing.	By July 2024; and update annually thereafter	Citywide	Contact ECHO in 2024 to establish baseline service records for Marina and seek to increase outreach and service to residents, landlords, and housing professionals by 20 percent over 8 years
	Refer inquiries for services and complaints to the appropriate agencies, including HACM, HUD, FHEO, as well as other agencies, such as the Monterey County Housing Resources Center and ECHO Housing.	Annually	Citywide	
	Expand efforts and promote language access by posting fair housing information on Facebook, Nextdoor, and/or other social media platforms at least once a year. Information will be provided in English, Spanish, and Korean as needed by the city's population to provide information for those who may have a language barrier at home.	Annually	Citywide	
	Conduct targeted fair housing outreach to residents in areas with minority and LMI concentration by contacting the Student Housing Office at CSUMB to provide fair housing information. (While the CSUMB is not located in 141.02, many students living off campus are likely located in this census tract.)	January 2024	Census Tract 141.02	
	Expand access to affordable housing and programs for persons with developmental disabilities by distributing information through the San Andreas Regional Center.	Annually, no later than July 2024	Citywide	
Program 7.2: Veteran's Housing	Beginning in 2025, annually the City of Marina will annually convene a meeting of veteran's organizations to inform them of housing opportunities in the city of Marina and ways to reduce homelessness among veterans in the greater Monterey region.	Annually, beginning in 2025	Citywide	
	Affirmative Marketing: The City shall promote compliance with California Government Code 12955 (c) that say: "It shall be unlawful: For any person to make, print, or publish, or cause to be made, printed, or published any notice, statement, or	Develop outreach and educational materials by the end of 2024	Citywide	

City of Marina
2023-2031 Housing Element Update

Program	Specific Commitment	Timeline	Geographic Targeting	8-Year Metrics ¹
	advertisement, with respect to the sale or rental of a housing accommodation that indicates any preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information or an intention to make that preference, limitation, or discrimination.” The City shall ensure that developers of new housing are aware of this law and the importance of promoting neighborhood integration. By the end of 2024, the City shall create educational materials, post materials to the City website, and work with the County Housing Department to spread awareness of affirmative marketing methods and consider adopting a resolution supporting affirming the rights of all special housing needs groups.			
Housing Mobility				
Program 2.1: Accessory Dwelling Units (ADUs)	Develop and distribute ADU information, including resources available, on City website and at public counters.	By the end of 2024	Citywide, with emphasis in higher resource tracts and single-family neighborhoods	Facilitate construction of 88 ADUs; seek to achieve 50% of the ADUs in higher resource areas
	Develop incentives to encourage development of ADUs. Incentives may include pre-approved plans and financial assistance (from state programs if available) to assist lower-income homeowners with construction, among others.	By the end of 2024		
	Develop and include a Fair Housing Factsheet, especially on Source of Income protection (i.e., use of public subsidies such as HCVs for housing payments) in the ADU application packet to expand acceptance of HCVs throughout the city.	By the end of 2024		
Program 7.1: Special Needs Housing – Removal of Constraints and	The City will amend the Zoning Ordinance to remove potential constraints to housing for persons with special needs and employees.	By the end of 2024	Citywide	
Program 3.2: Zoning Ordinance Amendments	Support the implementation of the Affordable Housing Overlay to promote affordable housing options. Outreach to housing developers to discuss opportunity sites and incentives available.	Annually	Census Tract 141.01 and 142.02	Achieve 200 lower income affordable housing between 2023 and 2031; seek to achieve 50% of affordable units to benefit areas with concentrated housing problems.

Program	Specific Commitment	Timeline	Geographic Targeting	8-Year Metrics ¹
New Opportunities in Higher Opportunity Areas				
Program 2.3: Affordable Housing Development	Annually meet with housing developers to discuss opportunities for affordable housing development. Evaluate the effectiveness of tools and incentives available to facilitate affordable housing. Tools and incentives may include: ▪ Direct funding support and/or support in the application of State federal funding programs ▪ Additional density bonus or flexibility in development standards for community benefits ▪ Deferral of fees until building permit issuance or occupancy If tools and incentives are determined to be insufficient to foster affordable housing, develop/modify tools and incentives.	Annually Evaluate incentives and tools by 2027 and develop additional strategies by 2028 if necessary and appropriate	Citywide with priority in Census Tract 141.01 and 142.02. Citywide	Achieve 200 lower income affordable housing between 2023 and 2031; seek to achieve 50% of affordable units to benefit areas with concentrated housing problems.
Program 2.4: Inclusionary Housing Requirements	Amend the Zoning Ordinance to change the total affordable requirement in existing housing in Marina's former Fort Ord, occupied as of July 1, 2003, to 20 percent, consistent with the General Plan. Ensure the Inclusionary Housing Ordinance is compliant with the State Density Bonus law.	By the end of 2024	Citywide	
Program 3.1:	Establish a standard procedure for processing SB 9 applications, pursuant to State law. Outreach to and provide technical assistance for SB 9 applicants.	Procedure by the end of 2024 and outreach annually	Single-family neighborhoods	12 SB 9 applications over eight years
Place-based Strategies for Neighborhood Revitalization				
Program 4.1: Affordable Housing Resources	Annually pursue funding opportunities available at local, state, and federal levels and pursue funding as appropriate, such as State CDBG and HOME funds. Specifically, pursue Permanent Local Housing Allocation for new construction, rehabilitation, and acquisition/rehabilitation activities, as well as provision of housing assistance, and preservation and improvement of mobile home parks. If funding becomes available, prioritize funds for projects in the Downtown Area (Census Tracts 141.01 and 142.02) where there is a concentration of minorities, Low- and moderate-income persons, and persons with disabilities.	Annually	Citywide with priority in Census Tract 141.01 and 142.02.	Achieve 200 lower income affordable housing between 2023 and 2031; seek to achieve 50% of affordable units to benefit areas with concentrated housing problems.

City of Marina
2023-2031 Housing Element Update

Program	Specific Commitment	Timeline	Geographic Targeting	8-Year Metrics ¹
Tenant Protection and Anti-displacement				
1.1: Provide Adequate Sites for RHNA and Monitoring of No Net Loss	Annually outreach to property owners and assist developers in identifying vacant and underutilized properties in the City, particularly within the AHO for residential and mixed-use development to expand affordable housing options for existing lower income residents, helping to alleviate displacement potential in the area.	Annually	Citywide	Facilitate development of 200 new units over 8 years
Program 1.2: Replacement Housing Requirements	Amend the Zoning Ordinance to include the replacement housing requirements on non-vacant sites used to fulfill the City's lower income RHNA. Monitor development on non-vacant sites identified in Appendix C and ensure that any development, as a condition of project approval, replace the existing units occupied by or deed restricted for occupancy by lower income households are replaced.	By the end of 2024	Citywide	Facilitate the development of 685 units over 8 years
Program 2.5: Preferential Housing for Marina Workers and Residents	Continue to administer the BMR program that requires 30% of units for sale or rent to be made available according to the priority preference categories established in the "BMR Administrative Policies and Procedures" adopted by the City Council on January 8, 2008, and as amended.	Annually	Citywide	Assist 60 lower income households who are Marina residents and workers through the BMR inclusionary housing program.
Program 4.2: Rental Assistance	Continue to support the HACM's pursue of additional funding from HUD for project-based and tenant-based rental assistance,	Annually	Citywide	Increasing HCV use in Marina by 10% over 8 years.
Program 5.2: Conservation of Existing Affordable Housing	Annually monitor the affordable units by maintaining contact with property owners regarding their intent to maintain the units as affordable housing, with the goal of preserving 616 affordable units in the inventory. When a Notice of Intent to convert from low-income housing to market-rate housing is received (three years in advance pursuant to State law), work with property owners to ensure that the tenants are properly noticed and provided information on potential resources for assistance, and any applicable displacement and relocation requirements are complied with. On an ongoing basis, work with nonprofit housing providers to pursue funding to preserve and improve existing affordable housing.	Annually	Citywide	No net loss of existing Affordable Housing Units

¹ The City is working on the Downtown Vitalization Specific Plan and timelines for the implementation programs have not been finalized. The City has established general timeframes for these activities defined as: Short-term programs are anticipated to be implemented within the first 3 years of Plan adoption, mid-term programs to occur within 4 to 10 years. Mid-term activities are expected to be completed between 2028 and 2034.



Appendix A

Assessment of Fair Housing



Table of Contents

1	Affirmatively Furthering Fair Housing	1
1.1	Introduction and Overview	1
1.2	Approach to Analysis	1
2	Fair Housing Methodology	4
3	Fair Housing Resources.....	8
3.1	Ability to Address Complaints.....	8
3.2	Enforcement and Outreach Capacity.....	9
4	Segregation and Integration Patterns and Trends	12
4.1	Race and Ethnicity.....	12
4.2	Linguistic Isolation.....	18
4.3	Persons with Disabilities	18
4.4	Familial Status	23
4.5	Household Income	29
5	Racially and Ethnically Concentrated Areas of Poverty.....	34
5.1	Poverty and Segregation	34
5.2	Concentrated Areas of Affluence.....	37
6	Disparities in Access to Opportunities	39
6.1	Transit Access and Walkability.....	39
6.2	Access to Education	43
6.3	Economic Outcomes	46
6.4	Healthy Environment	49
7	Disproportionate Housing Needs	56
7.1	Housing Problems	56
7.2	Housing Cost Burden.....	58
7.3	Overcrowding.....	65
7.4	Homelessness.....	69
7.5	Displacement	70
8	Contributing Factors	74
8.1	Prioritization of Contributing Factors	75
9	Local Data and Knowledge.....	76
9.1	Stakeholder and Community Input.....	76
10	Sites Inventory	78
10.1	Opportunity Areas.....	78
10.2	Improved Conditions.....	81
10.3	Exacerbated Conditions	81
10.4	Racially/Ethnically Concentrated Areas of Poverty and Affluence	81
10.5	Access to Opportunity.....	82

Appendix A – Assessment of Fair Housing

10.6	Disproportionate Housing Needs.....	82
10.7	Subsidized Housing	82
11	Fair Housing Goals and Priorities.....	83

Tables

Table F-1	Domains and List of Indicators for Opportunity Maps	5
Table F-2	Housing Discrimination Inquiries per 1,000 Residents 2013-2021.....	8
Table F-3	Fair Housing Organizations Active in Monterey County.....	9
Table F-4	Fair Housing Organizations Active in Marina.....	10
Table F-5	Population by Racial Group (City of Marina and Monterey County)	13
Table F-6	Employment Status by Disability Status (Monterey County)	19
Table F-7	Tenure by Household Type and Presence of Children (Monterey County).....	23
Table F-8	Employment by Industry (Marina).....	48
Table F-9	Assistance Needs of Lower-Income Households (2015-2019)	61
Table F-10	Household Overcrowding	67
Table F-11	Homelessness in Marina and Surrounding Cities (2022).....	69
Table F-12	Fair Housing Issues, Contributing Factors, and Key Programs/Meaningful Actions	84

Figures

Figure F-1	Marina Census Tracts.....	3
Figure F-2	Percent of Total Non-White Population (Monterey County)	15
Figure F-3	Percent of Total Non-White Population (Marina)	16
Figure F-4	Predominant Populations (Marina)	17
Figure F-5	Percentage of Population with One or More Disabilities (Monterey County)	20
Figure F-6	Disability Type (Marina 2010-2014)	21
Figure F-7	Percentage of Population with One or More Disabilities (Marina)	22
Figure F-8	Female Headed Households With Children, No Spouse/Partner (Monterey County) .	25
Figure F-9	Adults in Households Living Alone (Monterey County).....	26
Figure F-10	Female Headed Households With Children, No Spouse/Partner Present (Marina).....	27
Figure F-11	Adults in Households Living Alone (Marina).....	28
Figure F-12	Median Household Income (Monterey County).....	30
Figure F-13	Low and Moderate Income Population (Monterey County)	31
Figure F-14	Median Household Income (Marina).....	32
Figure F-15	Low to Moderate Income Population (Marina).....	33
Figure F-16	Racially or Ethnically Concentrated Areas of Poverty (Monterey County).....	35
Figure F-17	Poverty Status (Marina).....	36
Figure F-18	Racially Concentrated Areas of Affluence (Monterey County)	38
Figure F-19	Transit (Marina)	41
Figure F-20	Walkability Index (Marina).....	42
Figure F-21	TCAC Opportunity Areas – Education (Monterey)	44

Local Resources

In an effort to reduce housing discrimination, Marina contracts with the non-profit organization ECHO Housing to assist residents with fair housing counseling services, connections to rental assistance and homelessness prevention programs, and to conduct fair housing testing, as shown in Table F-4. The City allocates Community Development Block Grant general administration funds to ECHO Housing's fair housing services. Through ECHO Housing, the City assists residents and landlords by providing mediation, investigation, and referral services.

In addition to the fair housing services provided by active organizations in Marina, Monterey County administers the Housing Choice Voucher (HCV) program for Marina and other jurisdictions in the county. Funded by HUD, the HCV program provides rental assistance aimed at helping low-income families, persons with disabilities, and the elderly secure affordable housing.

Table F-4 Fair Housing Organizations Active in Marina

Organization	URL	Phone Number
Eden Council for Hope and Opportunity	https://www.echofairhousing.org/	(831) 566-0824
Housing Authority of the County of Monterey	https://hamonterey.org/	(831) 775-5000

Source: Tenants Together, <https://www.tenantsaltogether.org/>, accessed January 2023

As mentioned previously, Marina experienced the second most FHEO inquiries per 1,000 residents in the county from 2013-2021. Community members in workshops and stakeholders expressed a need for more enforcement and landlord training to prevent housing discrimination based on disability or other protected class in the city.

Compliance with Existing Fair Housing Laws

The City of Marina complies with existing fair housing laws and regulations by ensuring all residents have equal access to housing programs, services, and resources and supporting any resident in filing complaints on housing discrimination. The City also ensures that the City's zoning regulations do not result in segregation or discriminatory practices and complies with the following fair housing laws:

- Fair Housing Act of 1968 – The City has adopted housing policies that prohibit housing discrimination based on protected characteristics and ensuring equal access to housing programs and services.
- American Disabilities Act – The City's Municipal Code establishes procedures for persons with disabilities seeking equal access to housing including reasonable accommodation for persons with disabilities. The City ensures housing developers comply with the American Disabilities Act through the permit review process.
- Fair Housing & Employment Act – The City upholds policies that prohibit housing discrimination based on protected characteristics and enforces these policies by supporting residents seeking to file a complaint to the FHEO or who wish to pursue legal action.
- AB 686 – The City has included this assessment of fair housing and identifies strategies to increase housing opportunities for all residents, with specific actions to reduce housing disparities for disadvantaged communities.
- Density Bonus Law – The City complies with State Density Bonus Law, having most recently updated their Zoning Ordinance in June of 2023, by providing density bonuses and other

development incentives to housing developers proposing projects with a minimum amount of affordable housing units.

- Housing Accountability Act –The City complies with the Housing Accountability Act by approving eligible housing development projects, including those with at least 20 percent affordable units to lower-income households, that comply with the City’s adopted objective development standards unless the City makes a written finding that the project will have a specific, adverse impact on public health or safety and there is no feasible method to mitigate or avoid that impact.
- No-Net-Loss – The City complies with the No Net Loss Law by identifying sites that can accommodate the City’s RHNA. The City also maintains minimum density requirements for housing development in Medium and High Density Residential zones.

Regional Trends

Regionally, the eastern and northern urbanized area of Monterey County contained populations with at least 80 percent non-white residents, as shown on Figure F-2. Communities adjacent to U.S. 101 had populations with at least 80 percent non-white residents, especially east of the highway. Comparatively, the relatively less urbanized and less densely populated western portion of Monterey County contained populations with higher percentages of white residents. Geographically, areas with less than 20 percent non-white residents were in close proximity to regional and state wilderness parks and recreation areas. The peninsula of Monterey County also contained a higher percentage of white residents, where in some areas, non-white residents represented less than 15 percent of the population.

Racial/ethnic diversity has increased between 2010 and 2020 in Monterey County (Table F-5). The percentage of non-Hispanic white residents in the city has decreased by six percent and the percentage of Hispanic/Latino residents increased by five percent. The percentage of Asian/Pacific Islander, Black/African American, Native American/Native Alaskan, and other/multiple race residents changed by less than one percent.

Table F-5 Population by Racial Group (City of Marina and Monterey County)

Ethnic Group	2010				2020			
	City of Marina		Monterey County		City of Marina		Monterey County	
	Total	Percent	Total	Percent	Total	Percent	Total	Percent
Non-Hispanic White	7,112	36.1%	136,435	32.9%	7,336	32.8%	120,077	27.4%
Black/African American	1,413	7.2%	11,300	2.7%	1,273	5.7%	9,051	2.1%
Hispanic or Latino	5,372	27.2%	230,003	55.4%	7,204	32.2%	265,321	60.4%
Am. Ind./Alaska Native	60	0.3%	1,361	0.3%	66	0.3%	1,314	0.3%
Asian	3,826	19.4%	3,826	6.2%	4,092	18.3%	25,123	5.7%
Native Hawaiian and PI	507	2.6%	507	0.0%	458	2.0%	1,859	0.4%
Other	46	0.2%	741	0.2%	142	0.6%	2,170	0.5%
Two or more races	1,382	7.0%	9,572	2.3%	1,788	8.0%	14,120	3.2%
Total Population	19,718	100.0%	415,057	100%	22,359	100.0%	439,035	100.0%

Source: Bureau of the Census, 2010 and 2020.

Note: The Hispanic/Latino population may overlap with other racial/ethnic groups

Local Trends

According to 2015-2019 ACS estimates, the central area of the city contained the highest percentage of non-white residents, as shown in Figure F-3. The census tract 141.01, south of Carmel Avenue and north of Patton Parkway, had a predominant Hispanic/Latino majority, as displayed in Figure F-4. The western portion of this tract had the highest percentage of total non-white populations (81 percent) in the city by census block group. The western census block group within this tract had 49 percent Hispanic/Latino population, 19 percent white, 17 percent Asian American, 7 percent other and multiple races, 5 percent Black, and less than one percent American Indian, comprising a diversity index of 92.5. This diversity index represents the likelihood that two persons chosen at random are of a different race or ethnic group, meaning the likeliness that two people in this block group are of different race or ethnic groups is very high. Similarly, the census block group in the

Appendix A – Assessment of Fair Housing

northern neighboring census tract (142.02) contained 80 percent non-white residents with a diversity index of 92.

Comparatively, the northwestern outer region of the city contained a white predominant population with diversity index scores of less than 80, which included areas north of Reservation Road and west of Del Monte Boulevard, and a small southern portion of the city east of 2nd Avenue and south of 8th Street. A northern coastal census block group that overlapped with a predominantly white tract (143.01), located west of Del Monte Road contained 41 percent white population, 25 percent Asian American, 20 percent Hispanic/Latino, 7 percent other and multiple races, 4 percent Black, less than 1 percent American Indian.

Racial/ethnic diversity has remained relatively the same over the past 10 years with an increase in Hispanic/Latino residents (Table F-5). The percentage of white residents in the city has decreased by three percent, the percentage of Hispanic/Latino residents increased by five percent, and the percentage of Asian/Pacific Islander residents decreased by two percent. The percentage of Asian/Pacific Islander, Black/African American, Native American/Native Alaskan, and other/multiple race residents changed by less than one percent.

disabilities, reflecting no change from 2012, while the percent of total unemployed increased from 6 percent to 9 percent during this time. Additional discussion regarding persons with disabilities in Monterey County is included in Chapter 1 of the Housing Element, *Needs Assessment*.

Table F-6 Employment Status by Disability Status (Monterey County)

Disability Status	Employed 2012-2017 (Percent of Total Employed)	Unemployed 2010 -2017 (Percent of Total Unemployed)	Employed 2016-2021 (Percent of Total Employed)	Unemployed 2016-2021 (Percent of Total Unemployed)
No Disability	161,320 (97%)	19,764 (94%)	169,894 (96%)	9,330 (91%)
With a Disability	5,846 (3%)	1,224 (6%)	6,002 (3%)	875 (9%)
Total	167,166 (100%)	20,988 (100%)	175,896 (100%)	10,205 (100%)

Source: U.S. Bureau of the Census, American Community Survey, Table C18120 Employment Status by Disability Status, 2010-2014, 2015-2019 Estimates.

Figure F-5 shows the spatial distribution of residents living with one or more disabilities across the county. Communities located throughout the northwestern region of the county were estimated to have a larger share of residents with disabilities compared to communities located in the south and eastern regions of the county. The largest portion of residents living with one or more disabilities is contained in an area just south of the Monterey Peninsula.

Local Trends

According to 2016-2020 5-year ACS estimates, 2,703 residents (approximately 12 percent) of Marina's population live with one or more disabilities. This is a one percent increase from 2012, when 11 percent of the population had a disability. As displayed in Figure F-6, ambulatory difficulty (defined as having serious difficulty walking or climbing stairs) was the most common disability reported by Marina residents aged 65 and older. Cognitive difficulty was the largest disability reported for those aged 5 to 17 years of age.

Figure F-7 shows the percentage of the population living with one or more disabilities in the city by census tract, using 2015-2019 ACS data. Generally, most of the city had between 10 to 20 percent of residents reported living with one or more disabilities. Census tract 142.01 is predominately Hispanic/Latino and had 13 percent of residents living with one or more disabilities. The adjacent census tract 141.02 had the largest percentage of residents with one or more disabilities (approximately 19 percent) and contained 61 to 80 percent residents that were non-white. Bordering the tract with predominate Hispanic/Latino residents, Census Tract 142.02 had 14 percent of residents living with a disability, where 20 percent of the population in this tract had an income that was below the poverty level, according to the ACS 2015-2019 estimates.

Community feedback from stakeholders indicated a desire for integrated housing for those with disabilities and near services such as transit and commercial areas for easy access.

Similar to current trends, the percentage of single-parent, female-headed households in Monterey County was about double the amount of single-parent, male-headed households. According to 2010 ACS estimates, 7 percent of all households in 2010 were single-parent, female-headed households. This indicates a slight reduction in single-parents, female-headed households from 2010 to 2020. Similar to 2020, most of the female-headed households with children occupied rental housing within the County.

According to 2015-2019 ACS estimates, jurisdictions located in the northern and eastern regions of the county, such as the areas near Castroville and the cities of Salinas, Seaside, Marina, Soledad, and Greenfield had relatively higher proportions of children who reside in female-headed, single-parent households. In contrast, the northwestern region of the county, including the cities of Carmel-by-the-Sea, Pacific Grove, Pleasanton, and Monterey, had less single parent households.

As shown in Figure F-8, the percentage of single female headed households with children is generally consistent throughout the urban areas of Monterey County (20 to 40 percent) with larger proportions occurring in the central areas adjacent to U.S. 101 (Soledad and Greenfield) and the northern areas (Marina).

Figure F-9 shows the percentage of adults living alone in the county. In Monterey County, there is a concentration of adults living alone in the northwestern region, specifically in coastal communities such as Pacific Grove, Monterey, and Carmel-by-the-Sea. These urban areas have large portions of adults who live alone (20 to 40 percent) compared to the rest of the county (less than 20 percent) including the cities of Salinas, Gonzales, Soledad, Greenfield and King City. Areas with a larger percentage of non-white population generally overlap with areas exhibiting lower rates of adults living in households alone.

Local Trends

According to ACS estimates, about 24 percent of all households have children in Marina, which is a slight reduction from 2010 which had approximately 27 percent of all households having children. Similar to the County, Marina saw a slight decrease in the number of single-parent, female-headed households from 2010 to 2020, which was 8 percent and 6 percent, respectively. In the city, there was about 80 percent less single-parent, male-headed households than female-headed.

As shown in Figure F-10, census tracts located in the eastern and southern areas of Marina contain a larger percentage of children residing in single-parent, female-headed households. Comparatively, most areas located in the western areas of Marina exhibit less than 20 percent of children residing in single-parent, female-headed households. The highest share of children in single-parent, female-headed households is located in the southern and eastern regions of the city (census tract 141.02). According to 2015-2019 ACS estimates, 37 percent of children in this area were living in single-parent, female-headed households. As referenced in Section 4.1, *Race and Ethnicity*, this census tract had the second largest percentage of non-white residents.

Figure F-11 highlights the percent of adults living alone in Marina. The census tract with the highest percentage of adults living alone (21 percent) is 143.01, located in the coastal community at the very western edge of the city. This tract also had a predominant white population.

4.5 Household Income

Identifying low- or moderate-income (LMI) geographies and individuals is important to overcome patterns of segregation. HUD defines an LMI area as a census tract or block group where over 51 percent of the population is LMI (based on HUD income definition of up to 80 percent of the area median income or AMI). Household income is directly connected to the ability to afford housing. Higher-income households are more likely to own rather than rent housing. As household income decreases, households tend to pay a disproportionate amount of their income for housing, and they are more likely to occupy structurally unsound and overcrowded housing.

Regional Trends

Household median income is lower in communities located in the southeast region of Monterey County. According to 2020 Census estimates, Monterey County had a median household income of \$82,013. Figure F-12 provides median household income data by block group for Monterey County. Areas highlighted in blue reflect regions of Monterey County where the median income is below the state median income of \$87,100.

Block groups exhibiting the lowest median incomes are highly concentrated within the southern cities of King City, Greenfield, and Soledad, and scattered throughout segments of Salinas, Marina, and Seaside. Figure F-13 highlights census tracts along U.S. 101 within the cities of King City, Greenfield, and Soledad, Gonzales, and Salinas that contain the highest low to moderate (LMI) populations in Monterey County. Tracts within neighboring cities of Seaside and Monterey also contain concentrations of LMI populations. Spatially, LMI populations overlap with tracts that are predominantly Hispanic/Latino.

Local Trends

Marina has an estimated median household income of \$73,115 in 2020 according to ACS estimates. This is a 42 percent increase in median household income from 2010 (\$51,547). As shown on Figure F-14, median household income varies across Marina. Geographically, census block groups with the lowest median income levels were concentrated in the city center, compared to block groups in the northwestern and southeastern areas of the city that had the highest median income levels in Marina. Neighborhoods with the lowest median income located throughout the city center had a sizeable Hispanic/Latino population. In comparison, areas with higher median income levels had predominantly white populations.

LMI populations are generally evenly distributed throughout Marina, as displayed in Figure F-15, where most of the city contains LMI populations between 25 to 50 percent. However, the area near California State University, Monterey Bay contains the smallest proportion of LMI populations in Marina. In Marina, the northwestern portion contains the second smallest proportion of LMI populations (26 percent), which had a predominantly white population. Furthermore, the eastern part of the city has the highest percentage of LMI population (48 percent). As discussed, this area also contains high percentages of non-white residents and has the highest percentage of children living in single-parent, female-headed households. This tract also neighbors the only predominantly Hispanic/Latino tract in Marina.

5 Racially and Ethnically Concentrated Areas of Poverty

To assist communities in identifying racially and ethnically concentrated areas of poverty (R/ECAP), HUD developed a definition that relies on a racial and ethnic concentration threshold and a poverty test. For an area to be identified as having a racial and ethnic concentration, it must have a non-white population of 50 percent or more, within metropolitan or micropolitan areas. In locations outside these areas, where the non-white populations are likely to be much smaller than 50 percent, the threshold is set at 20 percent. The poverty test defines areas of “extreme poverty” as those where 40 percent or more of the population lives at or below the federal poverty line, or areas where the poverty rate is three times the average poverty rate in the metropolitan area, whichever is less. An area that meets either the racial or ethnic concentration and also meets the poverty test would be considered a R/ECAP.

5.1 Poverty and Segregation

Regional Trends

R/ECAP areas in Monterey County solely occur in Salinas. In total, there are five R/ECAP tracts identified in Salinas. According to 2019 UDP estimates, populated R/ECAP areas in Salinas all had a Hispanic/Latino concentration. The central R/ECAP is adjacent to other tracts that are mostly Hispanic/Latino. Comparatively, other R/ECAP areas adjoin tracts that have a concentration of both Hispanic/Latino and white populations. The western area of Salinas had a R/ECAP area that adjoins a tract that contains Asian American-Hispanic/Latino-white concentration. No other R/ECAP areas are identified throughout Monterey County.

Local Trends

While there are no R/ECAPs as defined by HUD in Marina, there are segments of the central city with higher levels of poverty. According to 2016-2020 ACS estimates, approximately eight percent of Marina’s population is living below the poverty line, a decrease of nine percent from the 2012 poverty rate (17 percent). Figure F-17 shows the percentage of the population with an earned income below the poverty level. According to 2015-2019 ACS estimates, several neighborhoods located in the central area of Marina had a greater share of residents earning an income below the poverty level compared to the rest of the city. Approximately 20 percent of the population residing within a portion of census tract 142.02 just south of Reservation Road, earned an income that was below the poverty level. The second highest percentage (16 percent) of residents earning an income below the poverty level was located just south of this census tract (141.02). Since 2014, poverty rates have decreased within this specific area of the central city. According to 2010-2014 ACS estimates, in 2014, this tract had the highest proportion of residents earning an income below the poverty level (36 percent). Today, 2015-2019 estimates show that poverty levels in this census tract have decreased by over half. This tract had a high diversity index of 82, and in 2019 had a population of 31 percent white, 33 percent Hispanic/Latino, 15 percent Asian, 12 percent Black, and 10 percent who identified as other. In addition, this tract showed an increase of median household income from \$54,107 in 2014, to \$72,821 in 2019. Nearly 89 percent of residents are renters, and according to the UDP, this tract indicates a hot buyers’ market. The increase in income levels and reduction in poverty could be due to existing residents being displaced by high-income residents. Displacement risk in Marina is further discussed in, as referenced in Section 7.5, *Displacement*.

Monterey County received an average AllTransit performance score of 4.2 which equates to a low combination of trips per week and number of jobs accessible by transit.¹¹ Nearly 73 percent of workers in the county live within 0.5 mile of transit. Almost all major employment centers in Monterey County are served by some form of public transit. However, having regional access to jobs by means of public transit does not necessarily translate into stable employment. Some residents with unique needs, such as households with children, have unique travel patterns that may prevent them from working far from home due to childcare needs, access to schools, and other considerations.

Local Trends

Marina is served by MST which offers two fixed route bus lines in Marina (Routes 20 and 61) and one route that stops at California State University Monterey Bay (Route 25). Route 20 connects Marina to the cities of Salinas and Monterey, operating from 5:45 am to 10:07 pm on weekdays and from 7:15 to 9:07 pm on weekends. Route 61 connects Salinas to Marina and the Major General William H. Gourley VA-DoD Outpatient Clinic in Marina, operating from 6:45 am to 6:35 pm every day. Route 25 stops in Salinas and California State University Monterey Bay, operating from 7:15 am to 7:10 pm on weekdays only when class is in session. The City of Marina is partnering with other community partners for the proposed SURF! Busway and Bus Rapid Transit project which will increase connections with a 6-mile busway parallel to Highway 1 from Marina to Sand City and Seaside. MST plans to run zero-emission buses and would curb pollution and commute times by easing traffic congestion.

Marina is generally accessible by local transit. The city has an AllTransit Performance Score of 5.3, which is slightly higher than overall Monterey County. According to AllTransit, 92.7 percent of workers in Marina live within one-half mile of transit.¹²

Central and southern parts of the city are within 0.25 mile of transit stops in Marina (Figure F-19). However, areas in the northern and eastern part of the city and some areas in the center of the city, such as near Marina High School, are not in proximity to a transit stop.

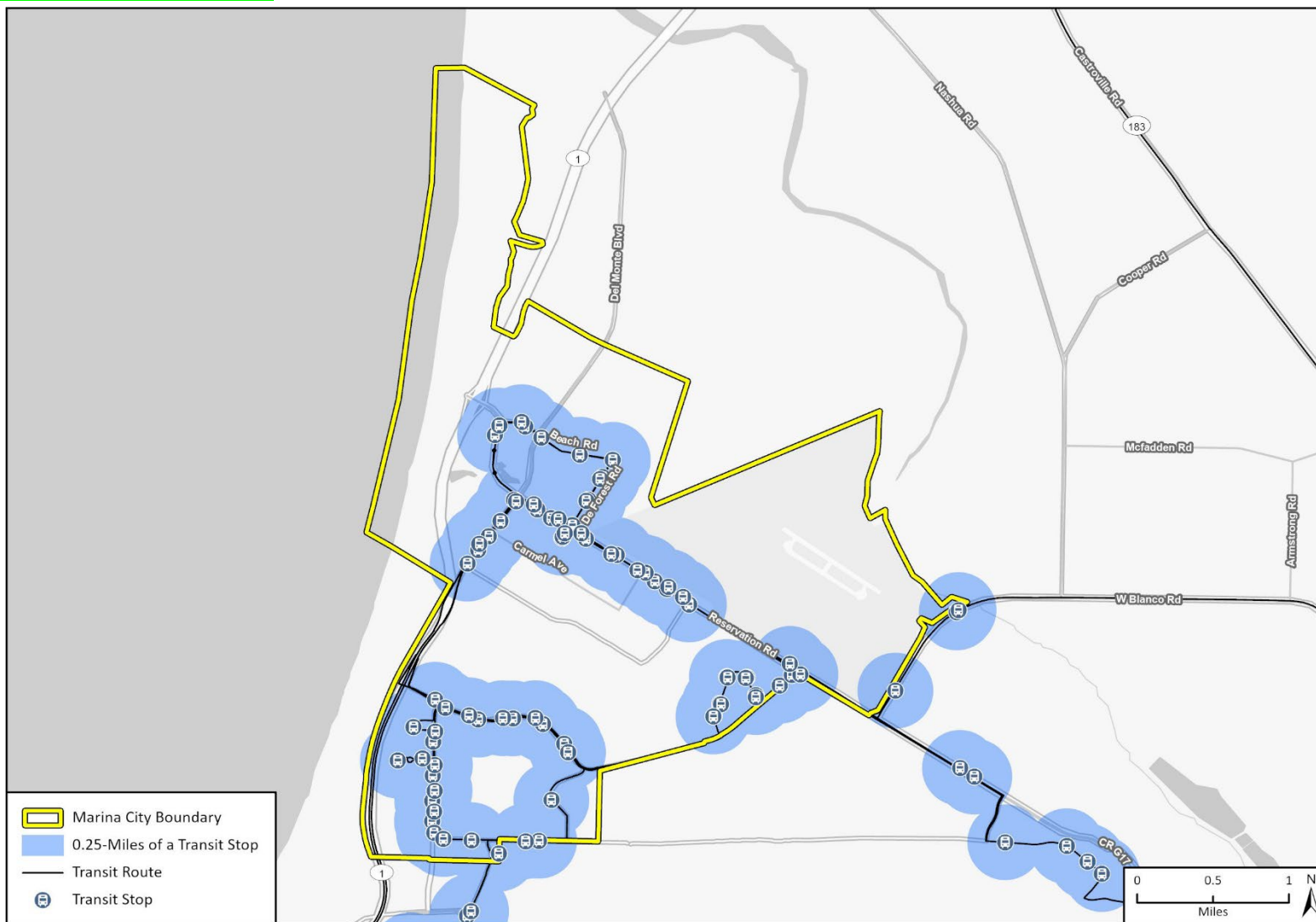
Walk Score is a tool that produces a walkability index by assigning a numerical walkability score to cities and neighborhoods. Walkability is measured by analyzing population density, distance to amenities, and road metrics such as block length and intersection density. Overall, Marina has a walk score of 46, which is an average walk score and indicates most errands require a vehicle or bike.¹³ Figure F-20 illustrates Marina's walkability index from the EPA, which ranks block groups according to their relative walkability. As shown, the central area of the city, east of Del Monte and around Reservation Road have the greatest walkability. These areas are located near major commercial corridors and overlap with more diverse and lower income residents.

¹¹ AllTransit.org. 2022. County: Monterey, AllTransit Metrics. <https://alltransit.cnt.org/metrics/?addr=monterey+county>

¹² All Transit.org. 2022. City: Marina AllTransit Metrics. <https://alltransit.cnt.org/metrics/?addr=Marina>

¹³ <https://www.walkscore.com/>

Figure F-19 Transit (Marina)



California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, ACS 2015-2019, HCD, PlaceWorks 2021, HUD Region 9 2021, American Community Survey, UC Berkley Urban Displacement Project, TCAC 2022, CalEnviroScreen 4.0, 2021

Source: Monterey County 2022

HE - AFFH
AFFH - Transit

6.2 Access to Education

Educational attainment is directly linked to housing opportunities. TCAC education domain scores measure educational outcomes using math and reading proficiency (the percentage of 4th graders who met or exceed math proficiency standards), high school graduation rates (the percentage of high school cohorts that graduate on time) and student poverty indicators (the percent of students not receiving free or reduced-priced lunch). The TCAC education domain scores are derived from 2018-2019 Department of Education data. This analysis incorporates demographic and socio-economic measures to spatially evaluate access to educational opportunities at the census tract level.

Regional Trends

An overview of education outcomes across Monterey County is illustrated in Figure F-21. Educational outcomes vary across the county, as jurisdictions in the western portion, including Pacific Grove, Monterey, and Carmel-by-the-Sea, generally had more positive education outcomes compared with the cities in the eastern portion such as Greenfield, Soledad, and parts of eastern Soledad. According to kidsdata.org, a data compilation program of the Lucile Packard Foundation for Children's Health, Monterey County had a total public-school enrollment estimate of 1,691 students in 2021.¹⁴ Hispanic/Latino (55 percent) and white (31 percent) comprised the two largest racial/ethnic groups of the total public school enrollment in Monterey County in 2021, whereas multiracial students (8 percent), Asian American (3 percent), and African American (2 percent) comprised a significantly smaller share. Furthermore, high school graduation rates are highest among Asian American (91 percent) and Native Hawaiian/Pacific Islander students (95 percent), while African American (86 percent), non-Hispanic white students (85 percent), and Hispanic/Latino (84 percent) had slightly lower graduation rates.

Local Trends

Marina is served by the Monterey Peninsula Unified School District (MPUSD). MPUSD operates three elementary schools, one middle school, and one high school within Marina. In addition, MPUSD has partnered with a local internet company for home access in Marina. According to Kidsdata.org, a data compilation program of the Lucile Packard Foundation for Children's Health, 25 percent of students between grades 3 and 11 in Marina meet or exceed grade-level standards in mathematics and 36 percent meet or exceed grade-level standards in English Language Arts. Approximately 92 percent of Marina High School students graduated in 2021. Figure F-22 provides Marina's TCAC scores for education outcomes at the census tract level. Marina generally scored low in education access. Communities in the northwestern area of Marina scored slightly higher than all other areas in Marina. All other areas had an education score of 0.29 compared to the 0.33 score in the northwestern area.

¹⁴ <https://www.kidsdata.org/region/931/monterey-county-office-of-education/results#ind=&say=&cat=37,18>

Local Trends

Figure F-27 shows a variety of pollution levels across the city; the lower the score (green) the more positive conditions. Neighborhoods in the western and central areas of the city had more positive environmental outcomes (lower CalEnviroScreen scores) compared to neighborhoods in the eastern area of Marina. The northern most census tract in the eastern area had the lowest environmental outcomes (high CalEnviroScreen scores). Pollution burden in Marina is highest due to pesticide use, proximity to cleanup sites, groundwater threats, proximity to hazardous waste sites, and impaired water bodies.

TCAC environmental outcome scores also vary across Marina. As shown in Figure F-28, areas that had more positive environmental outcomes (low TCAC scores) were concentrated in the western and central areas of the city. Conversely, census tracts concentrated in the eastern portions of the southern and northern areas had less positive environmental outcome scores, which is consistent with the CalEnviroScreen 4.0 findings. According to TCAC opportunity map, the most positive environmental outcome score was given to census tract 142.02, which has a higher percentage of non-white residents. The more urbanized areas in the central area of the city south of Reservation Road and east of Del Monte Blvd appear to have higher environmental scores which could be due to further distance from dust and air quality issues generated by agricultural uses and sand dunes, as well as the Marina Municipal Airport.

The City's General Plan includes policies regulating the location of sites that would include storage or use of hazardous materials and policies designed to protect local water quality. The City's General Plan also regulates open space areas in the city and sets standards for the number of parks needed to serve residents of the city. The City has an overall standard of 3 acres of open space per 1,000 residents, with additional standards for several types of parks such as neighborhood parks, community parks, and recreation trails. According to the General Plan, the city has ample open space to serve its residents with approximately 97 acres of land designated for parks and recreation throughout the city, equal to approximately 4.3 acres per 1,000 residents. Most of the land designated for parks and recreation and open space are located around the edge of the city, with few parks within the center of the city.

Local Trends

According to CHAS 2014-2018 estimates, approximately 26 percent of total households in Marina experienced at least one housing problem (units having incomplete kitchen facilities, incomplete plumbing facilities, more than one person per room (including dining and living rooms but excluding bathrooms and kitchen), and households with a cost burden greater than 30 percent), which is lower when compared to the rate of housing problems throughout Monterey County. Based on the AFFH viewer, there is no difference or spatial pattern in the areas that have one of four severe housing problems, as the entire city contains populations between 20 and 40 percent that experience housing problems.

Based on ACS 2016-2020 estimates, 14 owner-occupied units in Marina lacked complete kitchen facilities and no housing units lacked complete plumbing facilities. However, the Census typically undercounts substandard housing conditions as it is not able to report on other more subtle housing problems, such as inadequate wiring, leaks, or inadequate or lack of heating. ACS data provided only captures households with incomplete kitchen or plumbing facilities and does not include overcrowding and cost burden such as the CHAS 2014-2018 estimates. However, these topics will be discussed in the following sections.

Fifty-five percent of all housing units in Marina were constructed prior to 1980, with the highest share of homes being built between 1960 and 1990. About 5 percent of the city's current housing stock was constructed after 2010, which suggests that most housing may require repairs and modernization improvements due to the age. Central and northern areas of Marina had the oldest housing structures in the city. The median year housing units were built in these areas ranged from 1971 to 1975, whereas other census tracts had a median year-built ranging from 1984 to 1986. During community workshops the issue of substandard rental housing was brought up, indicated a need for landlords to maintain their housing units in compliance with local code.

7.2 Housing Cost Burden

Housing cost burden is defined as the proportion of a household's total gross income spent on housing costs. Households that spend at least 30 percent of their total gross income on housing costs (rent, mortgage, utilities, and other housing-related costs) are considered cost burdened, and households spending over 50 percent on housing costs are considered severely cost burdened. The higher the housing cost burden, the more likely residents are to live in overcrowded and substandard conditions and are less likely to afford to relocate.

Regional Trends

Figure F-30 shows areas of Monterey County where renter households are cost burdened. As shown, overpayment by renters is a widespread problem across most of Monterey County, especially in the northwestern portion of the county. According to 2015-2019 CHAS estimates, Monterey County had a total of 127,155 households in Monterey County. Of this total, approximately 74 percent of renter-occupied households (46,060 cost burden households) experienced housing cost burden (cost burden and severe cost burden) compared to 43 percent of owner-occupied households (27,940 cost burden households). Jurisdictions located in the northwestern region of Monterey County, including parts of Salinas, Seaside, and eastern areas of Monterey had higher concentration of renters burdened by housing costs, compared to less populated areas in the eastern region of Monterey County. Greenfield had the highest portion of

stable/advanced exclusive category refers to neighborhoods that have exhibited characteristics of exclusion for long periods of time.

Regional Trends

As shown in Figure F-35 below, throughout the county, residents reside in what are called “sensitive communities,” which means they are vulnerable to displacement.²² Every city in the region had sensitive communities, with the exception of Carmel-by-the-Sea. Unincorporated areas of the county with sensitive communities were concentrated in the eastern portion of the county along U.S. 101. Communities are designated sensitive if the share of very low-income residents is greater than 20 percent and have any of the following characteristics: the share of renters is above 40 percent, the share of people of color is above 50 percent, the share of very low-income households that are severely rent burdened is above the county median, the percent change in rent is above the county median for rent increases.

Local Trends

As shown on Figure F-36, most neighborhoods throughout Marina are considered vulnerable to displacement. One census tract (143.01) in the northwestern area was not considered to be vulnerable to displacement. Sensitive communities in the central area south of Reservation Road received the highest tier of vulnerability in Marina and were considered a “heightened sensitivity”. In addition, as discussed in Section 5.1, *Poverty and Segregation*, the census tract just south (142.02) has had the greatest reduction in poverty rates, indicating a risk of displacement for low-income residents. These two tracts in the central area of the city contained a mix of single-family and multifamily residential and commercial uses compared to sensitive communities in the northern and eastern area of Marina, which had predominantly single-family uses. Additionally, areas vulnerable to displacement had higher poverty rates, overcrowded households, and were more likely to have a predominant Hispanic/Latino or Asian American population. Community members expressed concerns for eviction of renters without cause, which could occur more if rents are able to be increased and there is a lack of enforcement and education. Displacement risk in Marina is likely caused by economic factors, such as rising housing costs. As discussed in Chapter 1, *Needs and Constraints*, between 2015 and 2022, median home prices increased 96 percent from \$489,000 to \$960,000. Median rent has also increased significantly in recent years. According to Zumper, median rent for a two-bedroom apartment in Marina increased almost 15 percent between 2021 and 2022, from \$2,150 to \$2,464.

While the City of Marina does plan for infrastructure improvements to support future development within the city, these improvements would not result in the loss of any housing units or displace any existing residents. There are no proposed improvements which would require the displacement of existing housing units or residents. In addition, due to the annexation of land from the former Fort Ord, there is vacant land and new housing units to accommodate any potential displaced residents.

²² Urban Displacement Project, 2021. <https://www.sensitivecommunities.org/>

- Need for permanent housing for the high concentration of homeless persons in the city

Disparities in Access to Opportunities

The following contributing factors to disparities in access to opportunities were identified:

- Lack of commercial revitalization and access to jobs along commercial corridors
- Need for improved educational outcomes throughout the city

8.1 Prioritization of Contributing Factors

The City is required to prioritize contributing factors to focus the city's resources and maximize impact within the planning period. While there are a range of factors that contribute to fair housing issues in Marina, several factors contribute more significantly to the fair housing patterns observed within the city. These contributing factors were considered in crafting the goals and implementation actions within Chapter 3, *Housing Action Plan*.

The following contributing factors are considered most significant to fair housing issues in Marina:

- **Housing discrimination** based on disability status and income and lack of education on housing rights and resources
- **Limited supply of affordable housing** throughout the city
- **Lack of commercial revitalization and access to jobs** along commercial corridors

9 Local Data and Knowledge

The AFFH analysis identified that the central areas of Marina generally experience more fair housing issues than other areas of the city. Fair housing issues in this area include lower median household income, higher levels of minority populations, low- and moderate-income populations, poverty rates, and overcrowding. Displacement risk for low-income renter households is evident in this area, as the UDP identifies this area to include sensitive communities vulnerable to displacement. The predominant population in this area of the city is Hispanic/Latino, with the highest non-white population of all other areas in the city.

9.1 Stakeholder and Community Input

The City held two housing workshops to receive feedback from the community on fair housing issues and the Housing Element Update on November 9, 2022, and March 15, 2023. During these workshops, participants raised concerns regarding discriminatory housing practices and the need for more enforcement and education for tenants and landlords to understand and comply with fair housing laws. Housing issues raised by participants included the lack of affordable housing for lower-income households and the need for “missing middle” housing types near jobs and other services. Challenges to affordable housing production include high costs of construction and the need for infrastructure. Participants encouraged ministerial review and financial incentives for affordable housing developers. AFFH-related concerns raised by participants included the high cost of housing, transportation accessibility, and tenant rights (specifically that tenants will not bring up issues due to fear of rent increases).

Throughout community outreach efforts, including community workshops and a community housing survey, community members identified fair housing issues and concerns experienced within the city. Community members identified economic challenges, including the lack of access to jobs, as well as housing discrimination and a lack of housing that is accessible to persons with disabilities. In addition, renters and undocumented residents will not raise housing concerns due to fear of rent increase or retaliation. Furthermore, much of the city’s housing stock is more than 30 years old and community members stated there are housing units in need of maintenance and repair.

Access to Jobs and Affordable Housing

Marina’s job proximity throughout the city is low, even with its proximity to California State University, Monterey Bay. Much of the central area is identified as the furthest proximity. Limited redevelopment and revitalization of the main commercial corridors in the city has prevented further economic development and jobs. In addition, major regional job centers such as the Monterey Bay Aquarium and California State University, Monterey Bay have a difficult time bringing in new staff due to the cost of housing in the city and region.

Access to Home Ownership

Increasing housing costs has produced a barrier to home ownership for Marina residents who expressed interest in assistance for first-time homebuyers. As of August 2022, median sales price for homes in Marina was \$960,000, nearly double the median sales prices in July 2015.²³ Home values

²³ Corelogic.com, 2022, California Home Sale Activity by City 2015 and 2022

have been consistently on the rise since 2000 (with the exception of the recession). This increase makes it more difficult for residents, especially lower income residents, to afford to purchase their own homes. The AI analyzed home lending data from 2007 to 2017 and found potential inequities in mortgage lending based on race. In 2017, a majority of loan approvals were located in upper income census tracts which, in Marina, have a higher proportion of white populations.

Zoning Policies

The City has previously maintained zoning policies that do not encourage multifamily development, particularly within the downtown area. The City's zoning ordinance allows single-family residences in the R-3 (Limited Multiple-Family Residential District) and R-4 districts (Multiple-Family Residential District). Allowing low-density residential uses such as single-family residences in medium and high density residential zones limits the amount of land available for higher density residential development. In addition, condominium projects are subject to a use permit in the R-3 and R-4 districts and single-room occupancy housing is not an allowed use in the R-3 district and requires a use permit in the R-4 district. These policies place restrictions on single-room occupancy and condominium housing developments that make it more difficult and more costly to develop, thereby discouraging them from being built. The City is working to overcome limiting zoning policies with the recently adopted Affordable Housing Overlay and Downtown Vitalization Specific Plan (draft plan in progress), which work to overcome limiting zoning policies by encouraging multifamily housing and mixed-use development within the downtown area.

Subsidized Housing

The highest percentage of renter-occupied units using HCVs were located east of Del Monte Blvd, where approximately 5 to 15 percent of households are using HCVs, as shown in Figure F-37. In parts of the city in the west, about 0 to 5 percent of renters are using HCVs. A number of residents expressed issues with discriminatory practices for renters with vouchers trying to find rental housing in Marina.

Exhibit D: Final Housing Element:
<https://cityofmarina.org/1186/6th-Cycle-Housing-Element-Update>

Mayor and Members of the
City Council

City Council Meeting
of December 5, 2023

**OPEN A PUBLIC HEARING, TAKE PUBLIC TESTIMONY, AND
INTRODUCE ORDINANCE NO. 2023-, AMENDING TITLE 10 OF THE
MARINA MUNICIPAL CODE TO REGULATE MOBILE FOOD VENDING
AND SIDEWALK VENDING. THE PROPOSED AMENDMENTS ARE
EXEMPT FROM CEQA PER SECTION 15060(C)(2) and 15061(B)(3).**

RECOMMENDATION:

Staff recommends that the City Council:

1. Open a public hearing and consider introducing Ordinance No. 2023- (EXHIBIT A), amending Title 10 of the Marina Municipal Code based on Findings (EXHIBIT B) and Sections 15061(b)(3) and 15060(c)(2) CEQA exemptions.”

GENERAL SITE INFORMATION:

Table 1 Project Information

Location	Citywide (Outside the Coastal zone)
General Plan Designation	n/a
Zoning Districts	n/a
Year Built	n/a
Owner	n/a
Applicant	n/a
Architect	n/a

BACKGROUND

Mobile food vending involves the sale of foods from a truck, trailer, or other moveable wheeled equipment during specified hours of operation. Over the past 15 years, mobile food vending has proliferated in communities throughout the United States. Mobile food vending is popular with customers who appreciate quick access to a variety of specialty foods, particularly in areas that are distant from brick-and-mortar restaurants and convenience stores. Mobile food vending is also popular with prospective food service entrepreneurs, who value the lower start-up costs relative to a traditional storefront. Finally, existing restauranteurs have shown an interest in mobile food vending as a way to expand their customer base and offer their product in new areas.

Mobile food vending is regulated at the state level by the California Retail Food Code (CRFC), which establishes requirements for food safety. It is regulated at the county level by the County of Monterey Department of Health, which issues permits to mobile food vendors that comply with the CRFC and County health requirements. Finally, mobile food vendors may be regulated by municipalities. Municipal governments establish appropriate locations for mobile food vendors, hours of operation, and standards pertaining to the health and safety of a community, including noise and disposal of waste.

Mobile food vending is currently not permitted within the City of Marina. Establishing regulations in Title 10 (Vehicles and Traffic) of the Marina Municipal Code (MMC) would allow mobile food vendors to operate safely within certain rights-of-way and on private property in commercial, industrial, and mixed land use designations, with certain restrictions. Police, Fire, and Public Works staff reviewed the draft ordinance and did not raise concerns about safety, accessibility, or administration.

On September 28, 2023, the Planning Commission adopted Resolution 2023-18 (**EXHIBIT C**) recommending the City Council adopt an ordinance to codify regulations for mobile food vending and sidewalk vending. The Planning Commission recommended the City Council adopt the ordinance with the following minor changes to the original draft:

- In addition to streets identified in the original draft ordinance, allow mobile food vending on public streets adjacent to industrial, commercial, or mixed-use zoning districts, provided that the streets are not adjacent to R-1 Single-Family Residential zoning districts.
- Clarify that mobile food vendors operating on private property can operate on parcels designated for industrial uses.

Questionnaires

Food Service Providers

Planning staff emailed a questionnaire to food service providers in Marina, based on a list of current business license holders, to assess interest in mobile food vending. Of 21 respondents, a quarter indicated they would be interested in adding mobile vending to their existing restaurant service. Additionally, 14% expressed concern that the competition of food trucks may negatively impact their existing businesses.

Residents

At the September 28 meeting, the Planning Commission requested staff assess broader attitudes toward mobile food vending. Staff posted a questionnaire to the City's website and social media channels, and the *Monterey County Weekly* published a brief about the questionnaire. Over the course of a month, 202 responses were received. Overwhelmingly, residents (94%) felt that mobile food vending should be allowed.

Results from both questionnaires are summarized on the City website at this [link](#).

PROJECT ANALYSIS

Draft Ordinance

The draft ordinance establishes operating conditions for mobile food vendors operating on private property and in the public right-of-way. Required permits and licenses include:

1. Health permit issued by the County of Monterey Department of Health. A separate permit is required for each vehicle, even if under the same ownership.
2. Valid business license issued by the City (MMC Title 5).
3. Mobile food vending license issued by the City Manager or their designee.

Mobile Food Vending License

A mobile food vending license is time-limited and expires on June 30th of each year, regardless of the date it is issued. This date coincides with the vendor's requisite annual business license renewal. Licenses are not automatically renewed; it is the responsibility of the vendor to apply for renewal of a license. The City is not obligated to renew a license, and issuance of a license does not establish a vested right to operate. Circumstances for nonrenewal of a license could

include, but are not limited to, outstanding fees, code violations, validated complaints, or other similar infractions. A mobile food vending license cannot be transferred or sold to another vendor.

Whenever vending occurs, a mobile food vendor must prominently display the mobile food vending license from the mobile food vending vehicle. All other applicable City and County health codes, including smoking and refuse disposal, will be enforced as a matter of operation.

Exemptions

Certain events are exempt from the requirement to obtain a mobile food vending license. These include:

1. An event authorized by a special event permit, or temporary use permit, such as an authorized street fair.
2. An event at a school, assembly use facility, or recreational facility provided that the vendor is in partnership with the organization conducting the event and is located on the site of the event.
3. An event at a public park with prior City approval for a special event.

Vendors operating under one or more of these exemptions are still required to obtain a valid health permit, City business license, and may be required to pay associated event fees.

Operating Standards—General

All vendors are required to comply with basic standards of conduct, including the following:

- Sell only food and nonalcoholic beverages
- Comply with California food labeling requirements
- Operate in compliance with all traffic laws and City regulations regarding parking, standing, and stopping
- Provide garbage, recycling, and food waste containers for immediate use by customers
- Maintain the area within a 25-foot radius of the mobile food vending vehicle in a clean and debris-free condition
- Comply with MMC Chapters 8.50 (prohibition on polystyrene foam containers) and 8.60 (regulations governing use of single-use carryout bags)
- Store all vehicles and foodstuffs at an approved commissary or other commercial location. No mobile food vending vehicle may be stored on a public street or at any residential property

Operating Standards—Public Streets

In addition to the regulations listed above, mobile food vendors operating within the public right-of-way are subject to additional restrictions, listed below:

- Operate only from streets with adequate curb, gutter, and sidewalk improvements
- Operate for no more than three hours within a single block
- Do not operate within one block of a public or private school during the hours of 8:00 a.m. to 5:00 p.m. on days that the school is open
- Operate only during the hours of 7:00 a.m. to 10:00 p.m.
- Only conduct business from a licensed vehicle parked in a legal parking space

- Only conduct business from Neeson Road; Paul Davis Drive; Healy Avenue (between Marina Drive and Paul Davis Drive); all side streets within one block of Del Monte Boulevard, Imjin Parkway, and Reservation Road, and other public streets adjacent to industrial, commercial, or mixed-use zoning districts, provided that the streets are not adjacent to R-1 Single-Family Residential zoning districts
- Do not operate in yellow commercial loading/unloading zones, white passenger zones, or red “no parking” zones
- Do not encroach into any bicycle lane or onto any public sidewalk without preserving a minimum six-foot clearance

Operating Standards—Private Property

Mobile food vendors operating on private property are also subject to additional restrictions, listed below:

- Confine the entire operation, including queueing of patrons, to private property
- Do not encroach onto any sidewalk or other onsite route of access without preserving a minimum six-foot clearance
- Provide the City with documentation from the property owner indicating permission to operate on the premises has been granted
- Only operate on parcels that allow industrial, commercial, or mixed uses
- Operate in compliance with City parking requirements (MMC 17.44). Use of parking areas for a mobile food vending vehicle cannot reduce the number of parking spaces required for the established use

License Denial, Suspension, and Revocation

A mobile food vending license may be suspended or revoked for any reason, including violation of any operating standard, permit, or license. The ordinance references existing statutes pertaining to appeals (MMC 17.70) and enforcement (MMC 1.08, 1.10, and 1.12).

Sidewalk Vendors

On September 17, 2018, Senate Bill 946 was signed into law. The bill, also known as the Safe Sidewalk Vending Act, prohibits local authorities from regulating most activities of sidewalk vendors, beyond some narrow restrictions related to objective health, safety, and welfare standards. For example, the City can limit the hours in which a sidewalk vendor is allowed to operate in residential zones.

On September 23, 2022, Senate Bill 972 was signed into law and modified the CRFC to remove criminal penalties for sidewalk vending. SB 972 eliminates some permit requirements for vendors selling pre-packaged foods and beverages and whole fruits and vegetables.

An amendment to the MMC is needed to bring the Code into compliance with these recent updates to State law. Standards pertaining to sidewalk vendors are found in Section 10.46.070 of the draft ordinance.

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act (CEQA), this ordinance is not subject to environmental review pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Article 5, Sections 15060(c)(2) and 15061(b)(3) because the activity would not result in a direct or reasonably foreseeable indirect physical change in the environment

and 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. Therefore, the adoption of this ordinance is exempt from CEQA, and no further environmental review is necessary.

FISCAL IMPACT

Nominal revenue would be generated through the business license tax and sales tax.

CONCLUSION

The proposed amendment would help achieve the goals of increasing access to goods provided by mobile food vendors, creating an environment where storefronts and vendors can thrive and contribute to the local economy, limiting pedestrian conflicts and protecting access to public thoroughfares, and limiting vending only to areas of the City where adequate infrastructure is in place to accommodate vendors and protect public health and safety. Furthermore, the proposed amendment would bring the City's municipal code into compliance with state laws regarding sidewalk vending. This request is submitted for City Council consideration and action.

Respectfully submitted,

Alec Barton, AICP
Contract Planner, Community Development Department
City of Marina

REVIEWED/CONCUR:

Guido Persicone, AICP
Community Development Director
City of Marina

Layne Long
City Manager
City of Marina

ORDINANCE NO. 2023-__

**AN ORDINANCE AMENDING TITLE 10 TO ADD A NEW CHAPTER, CHAPTER 10.46 –
MOBILE FOOD VENDING AND SIDEWALK VENDING, TO THE MARINA MUNICIPAL
CODE TO REGULATE MOBILE FOOD VENDING AND SIDEWALK VENDING.**

-oOo-

1. Mobile food vending is currently not permitted within the City of Marina. Establishing regulations in Title 10 (Vehicles and Traffic) of the Marina Municipal Code (MMC) would allow mobile food vendors to operate safely within certain rights-of-way and on private property in commercial, industrial, and mixed land use designations, with certain restrictions.

2. Adopting an ordinance would increase access to goods provided by mobile food vendors, create an environment where storefronts and vendors can thrive and contribute to the local economy, limit pedestrian conflicts and protect access to public thoroughfares, and limit vending only to areas of the City where adequate infrastructure is in place to accommodate vendors and protect public health and safety.

3. The proposed zoning code amendment, if implemented, would establish the requirement for a mobile food vending license. Operators would pay a fee established by resolution of the City Council. The fee would generate revenue to offset the costs of staff time in reviewing applications and issuing licenses. Implementation of the ordinance could result in increased tax revenue for the City. The City's fee schedule does not currently include a fee that could be used. An appropriate fee would be determined by the City Council and added to the fee schedule by resolution.

4. The City Council of the City of Marina reviewed the proposed amendments and considered the recommendations of the Planning Commission and held a duly noticed public hearing on December 5, 2023.

5. The City of Marina Planning Commission, at a duly noticed public hearing on September 28, 2023, adopted Resolution 2023-18 recommending that the City Council adopt the proposed amendment.

6. Environmental. In accordance with the California Environmental Quality Act (CEQA), this ordinance is not subject to CEQA pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 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. Therefore, the adoption of this

ordinance is exempt from CEQA and no further environmental review is necessary.

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

SECTION 1. The foregoing recitals and associated findings are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. The City Council of the City of Marina determines the proposed ordinance amendment is not a project pursuant to CEQA Guideline Section 15061(b)(3).

SECTION 3. Severability. If any portion of this Ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.

SECTION 4. The City Manager is directed to execute all documents and to perform all other necessary acts to implement this Ordinance.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

The foregoing Ordinance was introduced on December 5, 2023, and passed and adopted by the City Council of the City of Marina at a regular meeting duly held on _____, 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

Chapter 10.46

Mobile Food Vending and Sidewalk Vending

<u>10.46.010</u>	<u>Purpose</u>
<u>10.46.020</u>	<u>Definitions</u>
<u>10.46.030</u>	<u>Required permits and licenses</u>
<u>10.46.040</u>	<u>Exemptions</u>
<u>10.46.050</u>	<u>Operating standards</u>
<u>10.46.060</u>	<u>License denial, suspension and revocation</u>
<u>10.46.070</u>	<u>Sidewalk vending</u>
<u>10.46.080</u>	<u>Enforcement</u>

10.46.010 Purpose

The purpose of this chapter is to establish clear operating requirements for mobile food vendors and sidewalk vendors, including regulations for enforcement. Regulations are intended to:

- A. Increase access to goods provided by mobile food vendors and sidewalk vendors.
- B. Create an environment where storefronts and vendors can each thrive and contribute to the local economy.
- C. Limit pedestrian conflicts and protect access to public thoroughfares.
- D. Restrict mobile food vending in areas of the City where high traffic volumes, narrow rights-of-way, or inadequate infrastructure present public health and safety hazards.
- E. This ordinance shall not be effective in the Coastal Zone unless and until the City's Local Coastal Plan is amended to include it.

10.46.020 Definitions

For purposes of this chapter:

“Mobile food vending vehicle” means any self-propelled, motorized device by which any person or property may be propelled or moved upon a public street or private property, excepting a device moved exclusively by human power, or which may be drawn or towed by a self-propelled, motorized vehicle, from which foodstuffs are sold, displayed, solicited, or offered for sale, bartered, exchanged, given, or otherwise conveyed.

“Mobile food vendor” means a person who sells, displays, solicits, or offers for sale, exchange, gift, or otherwise conveys food or beverages from any vending vehicle on a public street or private property.

“Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and stops only to complete a transaction, as defined in California Government Code Section 51036.

“Sidewalk vendor” means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path, as defined in California Government Code Section 51036.

“Stationary sidewalk vendor” means a sidewalk vendor who vends from a fixed location, as defined in California Government Code Section 51036.

10.46.030 Required permits and licenses

It shall be unlawful for any person to maintain, manage or operate any mobile food vending vehicle within the City without a license and unless such activity is performed in strict compliance with the chapter, and all applicable laws, rules, and regulations.

- A. An application for a mobile food vendor shall include the following:
 - 1. Health permit issued by the County of Monterey Health Department. A separate health permit shall be obtained for each vehicle, even when conducted under the same ownership.
 - 2. Valid business license issued pursuant to MMC Title 5.
 - 3. Completed mobile vending license application form and fee.
- B. Issuance
 - 1. Separate mobile food vending licenses are required for mobile food vendors operating on in the public right-of-way or on private property. Upon submission of a complete application, a mobile food vending license may be approved or denied by the City Manager or their respective designee
- C. Expiration and Renewal
 - 1. Each license is time limited and there is no guarantee of renewal.
 - 2. A mobile food vending license shall expire on June 30th of each calendar year, regardless of the date issued.
 - 3. No mobile food vending license shall be automatically renewed. It shall be the responsibility of the mobile food vendor to apply for renewal of a mobile food vending license on or before June 30th of each year.
 - 4. A mobile food vending license issued pursuant to this chapter shall not be assigned, transferred, sold, or otherwise conveyed to any other person by the person to whom such license has been issued.
 - 5. Circumstances for nonrenewal may include, but are not limited to, outstanding fees, code violations, validated complaints, or other similar infractions.

10.46.040 Exemptions

The following are exempt from the requirement to obtain a mobile food vending license, but operators must comply with applicable subsections of MMC 10.xx.050, obtain a valid health permit from the County of Monterey Health Department, and may be required to pay associated event fees.

- A. An event authorized by a special event permit, temporary use permit, or other permit or entitlement issued by the City, such as for an authorized street fair.
- B. An event at a school, assembly use facility, or recreational facility provided that the vendor is in partnership with the organization conducting the event and is located on the site of the event.
- C. An event at a public park with prior City approval for a special event.

10.46.050 Operating standards

- A. A mobile food vendor shall:

1. Operate in compliance with all applicable standards of the County of Monterey Health Department and the California Health and Safety Code.
2. A mobile food vending license issued pursuant to this chapter must be prominently displayed on the mobile food vending vehicle at any time vending occurs.
3. Not display, sell, or exchange any item other than food and/or beverages within City limits.
4. Not display, sell, or exchange any beverage containing alcohol.
5. Comply with all applicable food labeling requirements established by the State of California.
6. At all times operate in compliance with the California Vehicle Code, the MMC, and all posted parking, stopping, and standing restrictions.
7. Provide garbage, recycling, and food waste receptacles for immediate use by customers.
8. Pick up, remove, and dispose of all garbage and/or materials and food waste dispensed from the vending vehicle and any residue deposited on the street from the operation thereof, and otherwise maintain in a clean and debris-free condition the entire area within a 25-foot radius of the location where mobile food vending is occurring.
9. Operate in compliance with MMC Chapter 8.50, prohibiting polystyrene foam containers, and MMC Chapter 8.60, governing the use of single-use carryout bags.
10. Store all vehicles and foodstuffs at an approved commissary or commercial location approved by the County of Monterey Health Department. No mobile food vending vehicle shall be stored at any residential property within the City.

B. *Operation on Public Streets.* In addition to the requirements in subsection (A) of this section, a mobile food vending vehicle on a public street or highway shall:

1. Comply with all operating conditions imposed in the mobile food vendor license.
2. Operate only from public streets with adequate curb, gutter, and sidewalk improvements.
3. Not conduct business or operate on the same block for any longer than allowed by parking restrictions on the block, but in no event for longer than three hours, and shall not within a period of two hours again operate such vehicle within the limits of such block.
4. Not conduct business or operate within one block of any public or private school grounds on days that school is open between the hours of 8:00 a.m. and 5:00 p.m.
5. Only conduct business from a licensed vehicle, wagon, trailer, or truck on a public street while parked in a legal parking space.
6. Only conduct business from the following rights-of-way:
 - a. All side streets within one block of Del Monte Boulevard, Imjin Parkway, and Reservation Road, provided that the streets are not adjacent to R-1 Single-Family Residential zoning districts;
 - b. Healy Avenue between Marina Drive and Paul Davis Drive;
 - c. Neeson Road;
 - d. Paul Davis Drive;

- e. Other public streets adjacent to industrial, commercial, or mixed-use zoning districts, provided that the streets are not adjacent to R-1 Single-Family Residential zoning districts.
- 7. Only conduct business in rights-of-way adjacent to commercial, industrial, airport, multifamily residential, or open space zones between the hours of 7:00 a.m. and 10:00 p.m.
- 8. Not operate in yellow commercial loading/unloading zones, white passenger zones, or red “no parking” zones.
- 9. Not encroach into a bicycle lane with any portion of a mobile food vending vehicle.
- 10. Not dispense food or beverages to persons in other vehicles or from other than the curbside of the vending vehicle when the vehicle is parked in the right-of-way.
- 11. Not encroach onto a public sidewalk with any part of a vehicle, wagon, trailer, or truck, or any other equipment or furniture related to the operation of the business without a minimum six-foot clearance.

C. Operation on Private Property. In addition to the requirements in section (A) of this section, a mobile food vending vehicle operating on private property shall:

- 1. Confine the entire operation to private property, including queueing of patrons.
- 2. Not encroach onto a sidewalk or other onsite route of access to the private property with any part of a vehicle, wagon, trailer, or truck, or any other equipment or furniture related to the operation of the business without a minimum six-foot clearance.
- 3. Provide the City with documentation from the property owner indicating permission to operate on the premises has been granted.
- 4. Only operate on parcels that allow industrial, commercial, or mixed uses.
- 5. Operate in compliance with the parking requirements in MMC Chapter 17.44. Use of parking areas for the mobile vending vehicle shall not reduce the number of parking spaces for the established use below the standard required in the MMC.

10.46.060 License denial, suspension and revocation

- A. The City Manager or designee shall have the authority to suspend or revoke the mobile food vending license for any reason, including but not limited to violation of any provision of the license, this Chapter, the MMC, the County of Monterey Health Department, or state law.
- B. Any person whose application has been denied, or whose mobile food vending license has been suspended or revoked may appeal the decision pursuant to MMC Chapter 17.70.

10.46.070 Sidewalk vending

- A. A sidewalk vendor shall not operate without a valid sidewalk vending license and business license issued by the City.
- B. A sidewalk vendor shall comply with all applicable food labeling requirements established by the State of California in Government Code Chapter 6.2 Sections 51036 through 51039, as may be amended.

- C. A sidewalk vendor shall comply with MMC Chapter 8.50, prohibiting the use of polystyrene foam containers, and Chapter 8.60 governing use of single-use carryout bags.
- D. *Operation in Residential Zones.* In addition to the requirements in subsection (A) through (C) of this section, the following restriction applies to sidewalk vendors operating in residential zones:
 - 1. Roaming and stationary sidewalk vendors shall operate between the hours of 9:00 a.m. and 7:00 p.m.

10.46.080 Enforcement

Mobile food vendors or sidewalk vendors that are not operating in compliance with the Chapter are considered to be in violation of the MMC, and subject to enforcement under Chapters 1.08, 1.10 and 1.12.

EXHIBIT B

FINDINGS

General Plan Compliance

Vending of any kind, including mobile food vending, is not referenced in the 2000 General Plan.

Zoning Compliance

- 1) Mobile food vending is similar to permitted uses established in Marina Municipal Code Chapters 17.16 (C-R or Commercial Multiple-Family Residential District), 17.18 (C-1 or Retail Business District), 17.20 (C-2 or General Commercial District), 17.22 (PC or Planned Commercial District), and 17.24 (BP or Business Park District).

RESOLUTION NO. 2023-18

PLANNING COMMISSION RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING TITLE 10 OF THE MARINA MUNICIPAL CODE TO REGULATE MOBILE FOOD VENDING AND SIDEWALK VENDING.

WHEREAS, mobile food vending is a popular activity for customers, prospective food service entrepreneurs, and existing restaurateurs;

WHEREAS, adopting a mobile food vending ordinance will legalize mobile food vending within the City, subject to appropriate licensing and operating standards;

WHEREAS, adopting a mobile food vending ordinance would increase access to goods provided by mobile food vendors and create an environment where storefronts and vendors can thrive and contribute to the local economy;

WHEREAS, adopting a mobile food vending ordinance would limit pedestrian conflicts and protect access to public thoroughfares, and limit vending only to areas of the City where adequate infrastructure is in place to accommodate vendors and protect public health and safety;

WHEREAS, an amendment to the Marina Municipal Code is needed to bring the Code into compliance with recent updates to state law pertaining to sidewalk vending;

WHEREAS, the Planning Commission reviewed these items at a duly noticed public hearing on September 28, 2023;

WHEREAS, the proposed amendments to the aforementioned MMC Sections are included and referenced herein as “**Exhibit A**”; and

WHEREAS, the Planning Commission finds and determines, in accordance with the California Environmental Quality Act (CEQA), that the proposed amendments are 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(s) will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15061(b)(3), because the proposed ordinance(s) are 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 Planning Commission of the City of Marina that does hereby:

1. Adopt Resolution No. 2023-18, recommending that the City Council adopt an ordinance amending Title 10 of the Marina Municipal Code to regulate mobile food vending and sidewalk vending.
2. Find that the action is subject to findings referenced herein as “**Exhibit B**” and is exempt from environmental review pursuant to Sections 15060(c)(2) and 15061(b)(3) of the CEQA Guidelines.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 28th day of September, 2023, by the following vote:

AYES: Amadeo, Jacobsen, St. John
NOES: Hur, Rana
ABSENT: Walton, Woodson
ABSTAIN: None


Nancy Amadeo (Oct 31, 2023 17:44 PDT)

Nancy Amadeo, Chair

ATTEST:



Guido F. Persicone, AICP
Director, Community Development Dept.

Exhibits:

- A. Draft Ordinance
- B. Findings

DRAFT**EXHIBIT A**

Chapter 10.46
Mobile Food Vending and Sidewalk Vending

10.46.010 Purpose

The purpose of this chapter is to establish clear operating requirements for mobile food vendors and sidewalk vendors, including regulations for enforcement. Regulations are intended to:

- A. Increase access to goods provided by mobile food vendors and sidewalk vendors.
- B. Create an environment where storefronts and vendors can each thrive and contribute to the local economy.
- C. Limit pedestrian conflicts and protect access to public thoroughfares.
- D. Restrict mobile food vending in areas of the City where high traffic volumes, narrow rights-of-way, or inadequate infrastructure present public health and safety hazards.
- E. This ordinance shall not be effective in the Coastal Zone unless and until the City's Local Coastal Plan is amended to include it.

10.46.020 Definitions

For purposes of this chapter:

"Mobile food vending vehicle" means any self-propelled, motorized device by which any person or property may be propelled or moved upon a public street or private property, excepting a device moved exclusively by human power, or which may be drawn or towed by a self-propelled, motorized vehicle, from which foodstuffs are sold, displayed, solicited, or offered for sale, bartered, exchanged, given, or otherwise conveyed.

"Mobile food vendor" means a person who sells, displays, solicits, or offers for sale, exchange, gift, or otherwise conveys food or beverages from any vending vehicle on a public street or private property.

"Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction, as defined in California Government Code Section 51036.

"Sidewalk vendor" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path, as defined in California Government Code Section 51036.

"Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location, as defined in California Government Code Section 51036.

10.46.030 Required permits and licenses

It shall be unlawful for any person to maintain, manage or operate any mobile food vending vehicle within the City without a license and unless such activity is performed in strict compliance with the chapter, and all applicable laws, rules, and regulations.

- A. An application for a mobile food vendor shall include the following:

1. Health permit issued by the County of Monterey Health Department. A separate health permit shall be obtained for each vehicle, even when conducted under the same ownership.
2. Valid business license issued pursuant to MMC Title 5.
3. Completed mobile vending license application form and fee.

B. Issuance

1. Separate mobile food vending licenses are required for mobile food vendors operating on in the public right-of-way or on private property. Upon submission of a complete application, a mobile food vending license may be approved or denied by the City Engineer (for vendors operating in the public right-of-way) or Community Development Director (for vendors operating on private property), or their respective designees.

C. Expiration and Renewal

1. Each license is time limited and there is no guarantee of renewal.
2. A mobile food vending license shall expire on June 30th of each calendar year, regardless of the date issued.
3. No mobile food vending license shall be automatically renewed. It shall be the responsibility of the mobile food vendor to apply for renewal of a mobile food vending license on or before June 30th of each year.
4. A mobile food vending license issued pursuant to this chapter shall not be assigned, transferred, sold, or otherwise conveyed to any other person by the person to whom such license has been issued.
5. Circumstances for nonrenewal may include, but are not limited to, outstanding fees, code violations, validated complaints, or other similar infractions.

10.46.040 Exemptions

The following are exempt from the requirement to obtain a mobile food vending license, but operators must comply with applicable subsections of MMC 10.xx.050, obtain a valid health permit from the County of Monterey Health Department, and may be required to pay associated event fees.

- A. An event authorized by a special event permit, temporary use permit, or other permit or entitlement issued by the City, such as for an authorized street fair.
- B. An event at a school, assembly use facility, or recreational facility provided that the vendor is in partnership with the organization conducting the event and is located on the site of the event.
- C. An event at a public park with prior City approval for a special event.

10.46.050 Operating standards

A. A mobile food vendor shall:

1. Operate in compliance with all applicable standards of the County of Monterey Health Department and the California Health and Safety Code.
2. A mobile food vending license issued pursuant to this chapter must be prominently displayed on the mobile food vending vehicle at any time vending occurs.

3. Not display, sell, or exchange any item other than food and/or beverages within City limits.
4. Not display, sell, or exchange any beverage containing alcohol.
5. Comply with all applicable food labeling requirements established by the State of California.
6. At all times operate in compliance with the California Vehicle Code, the MMC, and all posted parking, stopping, and standing restrictions.
7. Provide garbage, recycling, and food waste receptacles for immediate use by customers.
8. Pick up, remove, and dispose of all garbage and/or materials and food waste dispensed from the vending vehicle and any residue deposited on the street from the operation thereof, and otherwise maintain in a clean and debris-free condition the entire area within a 25-foot radius of the location where mobile food vending is occurring.
9. Operate in compliance with MMC Chapter 8.50, prohibiting polystyrene foam containers, and MMC Chapter 8.60, governing the use of single-use carryout bags.
10. Store all vehicles and foodstuffs at an approved commissary or commercial location approved by the County of Monterey Health Department. No mobile food vending vehicle shall be stored at any residential property within the City.

B. *Operation on Public Streets.* In addition to the requirements in subsection (A) of this section, a mobile food vending vehicle on a public street or highway shall:

1. Comply with all operating conditions imposed in the mobile food vendor license.
2. Operate only from public streets with adequate curb, gutter, and sidewalk improvements.
3. Not conduct business or operate on the same block for any longer than allowed by parking restrictions on the block, but in no event for longer than three hours, and shall not within a period of two hours again operate such vehicle within the limits of such block.
4. Not conduct business or operate within one block of any public or private school grounds on days that school is open between the hours of 8:00 a.m. and 5:00 p.m.
5. Only conduct business from a licensed vehicle, wagon, trailer, or truck on a public street while parked in a legal parking space.
6. Only conduct business from the following rights-of-way:
 - a. All side streets within one block of Del Monte Boulevard, Imjin Parkway, and Reservation Road, provided that the streets are not adjacent to R-1 Single-Family Residential zoning districts;
 - b. Healy Avenue between Marina Drive and Paul Davis Drive;
 - c. Neeson Road;
 - d. Paul Davis Drive;
 - e. Other public streets adjacent to industrial, commercial, or mixed-use zoning districts, provided that the streets are not adjacent to R-1 Single-Family Residential zoning districts.
7. Only conduct business in rights-of-way adjacent to commercial, industrial, airport, multifamily residential, or open space zones between the hours of 7:00 a.m. and 10:00 p.m.
8. Not operate in yellow commercial loading/unloading zones, white passenger zones, or red “no parking” zones.

9. Not encroach into a bicycle lane with any portion of a mobile food vending vehicle.
10. Not dispense food or beverages to persons in other vehicles or from other than the curbside of the vending vehicle when the vehicle is parked in the right-of-way.
11. Not encroach onto a public sidewalk with any part of a vehicle, wagon, trailer, or truck, or any other equipment or furniture related to the operation of the business without a minimum six-foot clearance.

- C. *Operation on Private Property.* In addition to the requirements in section (A) of this section, a mobile food vending vehicle operating on private property shall:
1. Confine the entire operation to private property, including queuing of patrons.
 2. Not encroach onto a sidewalk or other onsite route of access to the private property with any part of a vehicle, wagon, trailer, or truck, or any other equipment or furniture related to the operation of the business without a minimum six-foot clearance.
 3. Provide the City with documentation from the property owner indicating permission to operate on the premises has been granted.
 4. Only operate on parcels ~~designed for~~ that allow industrial, commercial, or mixed uses.
 5. Operate in compliance with the parking requirements in MMC Chapter 17.44. Use of parking areas for the mobile vending vehicle shall not reduce the number of parking spaces for the established use below the standard required in the MMC.

10.46.060 License denial, suspension and revocation

- A. The City Manager or designee shall have the authority to suspend or revoke the mobile food vending license for any reason, including but not limited to violation of any provision of the license, this Chapter, the MMC, the County of Monterey Health Department, or state law.
- B. Any person whose application has been denied, or whose mobile food vending license has been suspended or revoked may appeal the decision pursuant to MMC Chapter 17.70.

10.46.070 Sidewalk vending

- A. A sidewalk vendor shall not operate without a valid sidewalk vending license and business license issued by the City.
- B. A sidewalk vendor shall comply with all applicable food labeling requirements established by the State of California in Government Code Chapter 6.2 Sections 51036 through 51039, as may be amended.
- C. A sidewalk vendor shall comply with MMC Chapter 8.50, prohibiting the use of polystyrene foam containers, and Chapter 8.60 governing use of single-use carryout bags.
- D. *Operation in Residential Zones.* In addition to the requirements in subsection (A) through (C) of this section, the following restriction applies to sidewalk vendors operating in residential zones:
 1. Roaming and stationary sidewalk vendors shall operate between the hours of 9:00 a.m. and 7:00 p.m.

10.46.080 Enforcement

Mobile food vendors or sidewalk vendors that are not operating in compliance with the Chapter are considered to be in violation of the MMC, and subject to enforcement under Chapters 1.08, 1.10 and 1.12.

EXHIBIT B

FINDINGS

General Plan Compliance

Vending of any kind, including mobile food vending, is not referenced in the 2000 General Plan.

Zoning Compliance

- 1) Mobile food vending is similar to permitted uses established in Marina Municipal Code Chapters 17.16 (C-R or Commercial Multiple-Family Residential District), 17.18 (C-1 or Retail Business District), 17.20 (C-2 or General Commercial District), 17.22 (PC or Planned Commercial District), and 17.24 (BP or Business Park District).

PC RESO 2023-18 Mobile_Food_Vending_Ordinance

Final Audit Report

2023-11-01

Created:	2023-10-31
By:	Alec Barton (abarton@cityofmarina.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsEHnJmRxO-J6h1_M5RVhJJtOcmmqiol

"PC RESO 2023-18 Mobile_Food_Vending_Ordinance" History

-  Document created by Alec Barton (abarton@cityofmarina.org)
2023-10-31 - 9:38:07 PM GMT
-  Document emailed to nancyamadeo@gmail.com for signature
2023-10-31 - 9:38:59 PM GMT
-  Email viewed by nancyamadeo@gmail.com
2023-11-01 - 0:43:50 AM GMT
-  Signer nancyamadeo@gmail.com entered name at signing as Nancy Amadeo
2023-11-01 - 0:44:32 AM GMT
-  Document e-signed by Nancy Amadeo (nancyamadeo@gmail.com)
Signature Date: 2023-11-01 - 0:44:34 AM GMT - Time Source: server
-  Document emailed to Guido Persicone (gpersicone@cityofmarina.org) for signature
2023-11-01 - 0:44:35 AM GMT
-  Email viewed by Guido Persicone (gpersicone@cityofmarina.org)
2023-11-01 - 4:56:48 PM GMT
-  Document e-signed by Guido Persicone (gpersicone@cityofmarina.org)
Signature Date: 2023-11-01 - 4:57:00 PM GMT - Time Source: server
-  Agreement completed.
2023-11-01 - 4:57:00 PM GMT

November 7, 2023

Agenda Item: **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 5, 2023

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-,
APPROVING MAYOR'S 2024 RECOMMENDATION FOR MAYOR PRO
TEM AND CITY COUNCIL MEMBER ASSIGNMENTS TO VARIOUS
COMMITTEES /COMMISSIONS /BOARDS**

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2023-, approving Mayor's 2024 recommendation for Mayor Pro Tem and City Council member assignments to various Committees/Commissions/Boards.

BACKGROUND:

Annually, the Mayor considers appointing a Mayor Pro Tem and makes recommendations for City Council Member assignments to various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies.

ANALYSIS:

Mayor Delgado has considered these appointments and is making recommendations for City Council member assignments to the various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies ("EXHIBIT A").

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,

Anita Sharp
Deputy City Clerk
City of Marina

REVIEWED AND CONCUR

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING MAYOR’S 2024 RECOMMENDATION FOR MAYOR PRO
TEMPORE AND CITY COUNCIL MEMBER 2024 ASSIGNMENTS TO
COMMITTEE/COMMISSION/BOARD ASSIGNMENTS

WHEREAS, annually, the Mayor considers City Council Member assignments to various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies; and

WHEREAS, Mayor Delgado has considered these appointments and is making recommendations for City Council member assignments to the various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies (“**EXHIBIT A**”).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina hereby approve the Mayor’s recommendations for Mayor Pro Tempore and City Council Member assignments to various commissions, committees and boards.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th day of December 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

CITY COUNCIL COMMISSION, COMMITTEE AND BOARD ASSIGNMENTS
For Period of January 1, 2024 – December 31, 2024

EXHIBIT A

<u>AGENCY</u>	<u>STIPEND</u>	<u>MEMBERS</u>
1) City of Marina Mayor Pro Tem		Liesbeth Visscher
<u>SPECIAL DISTRICTS</u>		
1) Monterey Regional Waste Management District (MRWMD) 3 rd Friday, 9:00 a.m., 14201 Del Monte Blvd, Marina Tim Flanagan, General Manager PO Box 609 Marina, CA 93933 Ph: 384-5313; Fax: 384-3567 Web Site: www.mrwmd.org	\$100/Mtg	Member: Bruce C. Delgado 4-year term through 2026
2) Northern Salinas Valley Mosquito Abatement District (NSVMAD) 2 nd Tuesday, 12 noon, Board of Trustees 342 Airport Blvd Salinas, CA 93905 Ph: 422-6438 (Salinas Office) 373-2483 (Marina Residents); Fax: 422-3337	\$100/Mtg	Member: Nancy Amadeo 4-year term through 2026
3) Monterey-Salinas Transit (MST) 2 nd Monday, 10 a.m., One Ryan Ranch Rd, Monterey Carl Sedoryk, General Manager Monterey CA 93940 Ph: 393-8192; Fax: 899-3954 Web Site: www.mst.org	\$100/Mtg	Member: Liesbeth Visscher Alternate: Bruce C. Delgado

CITY COUNCIL COMMISSION, COMMITTEE AND BOARD ASSIGNMENTS
For Period of January 1, 2024 – December 31, 2024

EXHIBIT A

JOINT POWERS AUTHORITIES

- | | | | |
|----|---|-----------------|--|
| 1) | Community Human Services Project (CHS)
3 rd Thursday, 11 a.m.
Sand City, City Hall, One Sylvan Park
Robin McCrae, Executive Director
PO Box 3076
Monterey, CA 93942-3076
Ph: 658-3811; Fax: 658-3815
Web Site: www.chservices.org | No compensation | Member: Brian McCarthy
Alternate: Kathy Biala |
| 2) | Association of Monterey Bay Area Governments
(AMBAG)
2 nd Wednesday, 7 p.m., Various Locations
Maura Twomey, Executive Director
PO Box 838
Marina, CA 93933
Ph: 883-3750; Fax: 883-9155
E-Mail: info@ambag.org | \$50Mtg | Member: Brian McCarthy
Alternate: Kathy Biala
Alternate: Bruce Delgado |
| 3) | Monterey County Regional Taxi Authority
July 2021
One Lower Ragsdale Court
Monterey, CA 93940
Ph: 831-899-2558
Website: www.mryrta.org | \$50Mtg | Member: Liesbeth Visscher |

SPECIALLY CONSTRUCTED ORGANIZATIONS

- | | | | |
|----|--|-----------------|--------------------------|
| 1) | Monterey County Mayors Select Committee
And Mayors' Association
1 st Friday, 12 noon, Various Locations
Office of the Mayor
Monterey City Hall
Monterey, CA 93940
Ph: 646-3760; Fax: 646-3702 | No Compensation | Member: Bruce C. Delgado |
|----|--|-----------------|--------------------------|

CITY COUNCIL COMMISSION, COMMITTEE AND BOARD ASSIGNMENTS
For Period of January 1, 2024 – December 31, 2024

EXHIBIT A

- | | | | |
|----|--|-----------------|--|
| 2) | Transportation Agency of Monterey County (TAMC)
4 th Wednesday, 9 a.m. (December: 1 st Wednesday)
Salinas Community Center, 940 N Main St
Todd Muck, Executive Director
55-B Plaza Cr
Salinas, CA 93901-2902
Ph: 775-0903; Fax: 775-0897 | No Compensation | Member: Cristina Medina Dirksen
Alternate: Bruce C. Delgado |
| 3) | Transportation Agency of Monterey County (TAMC)
Bicycle & Pedestrian Facilities Advisory Committee
55-B Plaza Cir, Salinas, CA 93901-2902
Ph: 647-7777
1 st Wednesday 6:00 – 8:00 PM | | Willian Greenbaum
2-year term |
| 4) | Monterey County Convention & Visitors Bureau
3 rd Wednesday, 4:00 p.m., various locations
Wave Street
Monterey, CA 93940
Ph: 657-6400
Fax: 648-5373 | No Compensation | Member: Liesbeth Visscher
Alternate: Matt Mogensen
2-year term |

PARTICIPATION WITH OTHER AGENCIES

- | | | | |
|----|--|-----------------|--|
| 1) | Joint City/Marina Coast Water District
Coordination Committee
1 st Wednesday, 5 p.m., Marina City Hall Conference Room
Remleh Scherzinger, General Manager
11 Reservation Road
Marina, CA 93933
Ph: 384-6131; Fax: 384-2479
E-Mail: jheitzman@mcwd.org | No Compensation | Member: Kathy Biala
Member: Liesbeth Visscher
Alternate: Bruce Delgado |
| 2) | Access Monterey Peninsula (AMP)
3 rd Monday, 12:00 p.m.
Sarah Pierce, Executive Director
465 Tyler Street
Monterey, CA 93940
Ph: 333-1267; Fax: 333-0386
E-Mail: pierce@ampmedia.org | No Compensation | Member: Brian McCarthy |

CITY COUNCIL COMMISSION, COMMITTEE AND BOARD ASSIGNMENTS
For Period of January 1, 2024 – December 31, 2024

EXHIBIT A

LIAISON TO CITY COMMISSIONS & COMMITTEES

No Compensation

- | | | |
|----|--|---|
| 1) | Economic Development Commission (EDC)
3 rd Thursday, 4:00 p.m., Council Chambers | Council Member: Brian McCarthy |
| 2) | Planning Commission (PC)
2 nd & 4 th Thursday, 6:30 p.m., Council Chambers | Council Member: Kathy Biala |
| 4) | Public Works Commission
3 rd Thursday, 6:30 p.m., Council Chambers | Council Member: Liesbeth Visscher |
| 5) | Recreation & Community Services Commission
1 st Wednesday, 6:15 p.m., Council Chambers | Council Member: Cristina Medina Dirksen |

AMENDMENT APPROVED at a Regular Meeting of the City Council duly held on December 5, 2023

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

December 1, 2023,

Item No. **13b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 5, 2023

**CITY COUNCIL TO RECEIVE A PRESENTATION ON THE RESULTS OF THE
ODOR ATTRIBUTION STUDY AND PROVIDE DIRECTION ON FURTHER
ACTION.**

REQUEST:

It is requested that the City Council receive a presentation on the results of the odor attribution study and provide directions on any further action.

BACKGROUND:

A number of odor complaints have been reported to the City and the Monterey Bay Air Resources District (MBARD) by citizens of the City of Marina in recent years. The complaints are often reported after hours and often appear to be transitory in nature. Several surrounding public agencies have also been engaged with the City and MBARD during this time and have been working cooperatively to identify weather-related information such as wind speed, direction, and temperature during each reported event, in addition to investigating current operating conditions at their facilities and, when timely, visiting the area of the reported odor.

ReGen Monterey (ReGen) was established in 1951 and has been operating a Class III Non-hazardous municipal solid waste landfill since 1965; food/vegetation composting operations since 1988; and a Pilot Study Smart-Ferm Anaerobic Digester operation between 2013 and 2019. Monterey One Water (M1W) began operating a Regional wastewater treatment plant in 1990. RAMCO farming developed >1000 acres of land for strawberry production between 2014 and 2017 and rotated crop operations thereafter.

ReGen and M1W are regulated, permitted, and monitored by various local, state, and federal agencies including, but not limited to, the County of Monterey Health Department (Local Enforcement Agency), Monterey Bay Air Resources District, California's Department of Resources Recycling and Recovery (CalRecycle), California Environmental Protection Agency, Central Coast Regional Water Quality Control Board, State Water Resources Control Board, California Air Resources Board, and the Environmental Protection Agency.

A public meeting was held on January 27, 2021, where representatives of ReGen, Monterey One Water (M1W), Monterey Bay Air Resources District (MBARD), Monterey County Health Department, as well as experts in agriculture and composting participated on an information panel and answered questions for the public. One of the outcomes of the meeting was a commitment to conduct an odor attribution study to positively identify odor sources and develop possible mitigation measures for consideration. From the initial meetings, ReGen and M1W each committed to paying up to \$50,000 for a total of \$100,000 to fund the odor study.

On April 19, 2022, the City Council adopted resolution no. 2022-49 directing Staff to issue a Request for Qualifications for hiring a contractor to conduct an odor attribution study.

Staff issued an RFP on May 17 and received proposals from SCS Engineers and Montrose Environmental. On July 8, interview meetings were held to evaluate the consultants' qualifications by the interview panel, including two staff members, one representative from Monterey Bay Air Resources District (MBARD), one representative from County of Monterey Health Department, and one representative from the residents of Marina. Based on the evaluation process SCS Engineers was selected as the most qualified firm for conducting the odor attribution study.

After selecting the most qualified consultant and receiving the fee proposal and scope of work, the staff coordinated another meeting on August 29 with representatives from ReGen and M1W to negotiate an increase in the contributions of each agency to cover the expenses proposed by the selected consultant for the odor attribution study. ReGen and M1W respectively increased their commitment to paying up to \$75,000 each and paying \$150,000 in total.

On September 20, 2022, the City Council adopted resolution no. 2022-115 authorizing a Memorandum of Understanding (MOU) between the City of Marina, ReGen Monterey (ReGen), and Monterey One Water (M1W) for the funding and reimbursement of the project cost and outline the scope of work and duties of each agency during the project. ReGen and M1W agreed to pay up to \$75,000 per agency and \$150,000 in total to cover the project expenses, excluding the City staff time.

On September 20, 2022, the City Council adopted resolution no. 2022-116 approving a professional services agreement between the City of Marina and SCS Engineers for environmental services to conduct the odor attribution study.

ANALYSIS:

The odor attribution study is now complete and ready for public review (**EXHIBIT A**). SCS will present the study methodology and results (**EXHIBIT B**). The odor attribution study is limited in scope to analyzing air samples at times when weather patterns were similar to those at the time of the majority of past odor reports. An exhaustive review of the operations of ReGen, M1W, and surrounding agriculture was not conducted. The report makes recommendations based upon effective odor management measures for operations observed to be present at each of the facilities. Follow up studies will likely be needed to determine appropriate effective measures that can be implemented specific to each location. Implementation of any changes to facility infrastructure to address potential odors will have to be carried out by ReGen, M1W, and RAMCO subject to direction by their respective governing boards or corporate structure.

For next steps staff will be working directly with ReGen, M1W and RAMCO to discuss recommendations of the study and mitigation options moving forward.

FISCAL IMPACT:

ReGen and M1W have been reimbursing the project costs and will complete payment of their respective portions once the final odor study invoicing is received.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

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

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

City of Marina Odor Attribution Study

Prepared for:



City of Marina
Public Works
Department 211
Hillcrest Avenue
Marina, CA 93933
(831) 884-1212

SCS ENGINEERS

01222259.00 | October 27th, 2023

2370 Skyway Dr
Santa Maria, CA 93455
805-346-6591

Table of Contents

Section	Page
1.0 Project Summary.....	3
1.1 Project Limitations:.....	4
2.0 Summary of Task 1 Findings	5
2.1 Task 1 Details	5
2.2 Task 1 Conclusions	6
3.0 Odor Assessment – Field Study	7
3.1 Project Description	7
3.2 Project Location.....	7
3.3 Project Set Up	8
3.3.1 Odor Sampling.....	10
3.3.2 Wind Monitoring	12
3.3.3 Odor Analysis	12
3.3.4 Panelist Screening	13
3.4 Challenges Encountered	15
3.4.1 Weather.....	15
3.4.2 Upwind Operations	15
3.4.3 Odor Panel and Analysis	15
3.4.4 Olfactometer	15
3.5 Data Tables and Results	16
3.5.1 March 30 th Sampling Event	17
3.5.2 March 31 st Sampling Event	17
3.5.3 April 20 th Sampling Event.....	18
3.5.4 April 26 th Sampling Event.....	18
3.6 Sampling Conclusions	18
4.0 Odor Abatement Recommendations.....	19
5.0 Recommended Complaint Management System	21

Figures

Figure 1.	Map of Sampling Locations.....	8
Figure 2.	Set Up: Pre-labeled Bags into Labeled Drums Prior to Deployment.....	10
Figure 3.	Schematic of Lung Sampler Air Displacement System	11
Figure 4.	Sampling Set Up: Lung Sampler at Site 10	11
Figure 5.	Odor Panel Analyzing a Sample	14
Figure 6.	Odor Concentration (OU/m ³) By Site and Sampling Event.....	17

Tables

Table 1.	Fixed and Semi-Fixed Sampling Location Coordinates.....	9
Table 2.	Wind Monitoring Equipment.....	12
Table 3.	Screened Odor Panelists and their Affiliations	13
Table 4.	Sampling Conditions.....	16
Table 5.	Sampling Results	16

Appendices

Appendix A	Wind Rose Plots from Task 1
Appendix B	Sampling Location Maps
Appendix C	Example Complaint Management Form

1.0 PROJECT SUMMARY

The purpose of this sampling campaign was to identify the relative hierarchy of potential sources and quantify intermittent odor impacts reported in the City of Marina (City). SCS Engineers (SCS) was contracted by the City with funding and assistance from ReGen Monterey (ReGen) and Monterey One Water (M1W) to conduct this study. Known potential sources included, but are not limited to, the publicly-operated regional landfill and wastewater treatment plant (WWTP), composting, and/or agriculture.

The regional landfill and WWTP facilities receive and process municipal solid and liquid wastes, respectively. The composting facility is operated within the boundary of the regional landfill. A ~1,000-acre privately operated agriculture field abuts Marina's northern boundary. By assessing the relative contribution of the most probable sources identified, SCS has been able to propose targeted mitigation measures relative to the source type assessed with the goal of optimizing reduction in downwind perception of odors by spending money where it is assessed to be needed most. This includes the relative contribution of sub-sources within the boundaries of the probable sources. The results of the Odor Attribution Study contribute to the advancement of understanding by the City and the Stakeholder groups and inform subsequent studies for any source(s) identified by implementing this Plan.

SCS developed an odor investigation plan (Plan) following a review and analysis of existing and current complaints (Task 1) in addition to site visits to these well-known sources and the surrounding areas. The Plan provided a detailed description of the means, methods, and/or equipment to be used, continuous versus discrete investigation methods, frequency, and length of investigation event(s) proposed. All measurements were conducted with regard to established American Society for Testing and Materials (ASTM) methods and generally accepted practices utilized in the air pollution monitoring industry. All personnel conducting the sampling are trained and qualified to perform those tasks.

This report will also detail recommended next steps, and suggestions for odor control relative to specific sources that are identified by the study. Report elements will include:

- Detailed odor source measurements of the selected source operations and the methods utilized for the measurements.
- Investigation of odor complaint data and cross-comparison to concurrent measurements and wind data.
- Quality assurance and quality control (QA/QC) procedures utilized to ensure the defensibility of the data collected.
- Recommendations of Best Management Practices for the selected sources identified to be contributing to odor impacts downwind from the subject facilities in this study.
- SCS will incorporate comments/suggestions that are agreed upon by all interested parties, including SCS. We will discuss and receive feedback on this draft report at the public outreach meeting.

1.1 PROJECT LIMITATIONS:

There are several limitations associated with this sampling project. The major limitations are as follows:

- The results correspond to one particular period of time. These results may not necessarily be reproducible at another given period of time.
- Data obtained during this sampling project are averaged concentrations over varying periods. Different averaging periods may lead to different results.
- Odor concentrations are highly dependent on dispersion parameters (i.e. winds, relative humidity, proximity to source).
- SCS personnel did not accompany operators fitted with personal monitors throughout the course of each sampling event. It is unknown what the operators may have been exposed to, outside of normal operations, during the course of the sampling event(s).
- The tasks and locations monitored and the time operations occurred in the vicinity of various sampling locations were not controlled. These factors/variables may influence monitoring results.
- Additional odor sources can and do exist in the region that were not assessed as part of this project.

2.0 SUMMARY OF TASK 1 FINDINGS

SCS conducted an initial review of relevant information provided by the City with the goal of defining the parameters for a field investigation. This includes a review of odor complaints from the last six years, compilation and analysis of relevant meteorological (MET) data from the same period (where available), initial identification of potential sources of odor, field inspection of candidate sources, and an evaluation of topographic conditions.

SCS evaluated historical wind data from 16 MET stations in the region to identify which data set would best support analysis of odor complaints from the two worst-case years. This evaluation was based upon criteria such as (but not limited to):

- Distance from the City area where most of the odor complaints were registered.
- Historical length of wind data records.
- Wind sensor thresholds.
- Time frequency of wind data in terms of observations and averages.
- Siting parameters in terms of exposure to true winds (orographic and anthropogenic influences).
- Reasonableness and consistency with other nearby measurements.
- Spot check recorded wind episodes with NOAA (National Oceanic and Atmospheric Administration) weather records for the same periods.
- Elevation (above mean sea level) and height (above ground level mounting).

2.1 TASK 1 DETAILS

The MET study determined that:

- There are 16 MET stations in the region. Of the 16 MET stations, only three (3) were viable options due to data quality, lack of historical data, temporal resolution, and proximity to the City.
- The data from onsite MET stations at ReGen and M1W are similar but offset due to what we suspect as one aligned to magnetic North and the other to true North. Most are aligned to true North. We find the ReGen station to be the most appropriate for use in our study.
- The Sand City station, although further from the City than the other two, is situated near the coast, similar to the City. Data from this site can serve to evaluate whether a different wind regime occurred in the City during a specific episode.
- Sand City and ReGen data are similar, but there is a noticeable difference in the percentages of time certain winds occur.
- Easterly winds are prominent during the morning, but taper off in the afternoon, and these winds can move odors toward the City (e.g., from East to West).

A site visit to the ReGen and M1W facilities was conducted by Paul Schafer and Eva Luu of SCS on 22-December 2022. SCS also drove along the perimeter of the RamCo Agriculture fields (Ag Fields) but did not access the property. The visit noted that:

RamCo Ag Fields:

- RamCo Ag fields are located between the ReGen/M1W facilities and the City. Significant portions of the Ag fields began development in the 2015-2016 time frame by converting

the dune terrace former ranch land to strawberry fields. This conversion included the addition of irrigation, nutrients and compost to the soil in order to farm the land.

ReGen Facility:

- The nonhazardous municipal solid waste (MSW) landfill has been operational since November 1965 and the composting facility since the 1980s.
- The landfill consisted of typical open-face landfill odors, which did not seem significant downwind.
- The Material Recovery Facility (MRF) separates recyclables, green waste, construction and demolition (C&D), etc. There was no significant downwind odor. The facility was outfitted with misters for particulate control which did not appear to be in operation at the time.
- The Landfill Gas To Energy (LFGTE) Power Plant was operational with no significant odor downwind.
- The former Pilot Study Anaerobic Digester (AD) System was known as a source of odor but as of August 2019 is no longer operational. The Pilot Study was operated from 2013 to 2019; was known to be a source of “onsite odors”; and digestate organic material from the anaerobic digester was fully removed from the composting site by the Fall of 2020. The Pilot Study equipment has not yet been removed from the site by its owner, Zero Waste Energy.
- The adjacent large composting area had two notably different odor characteristics, as one composting area consisted of piles of food waste, another area of simply green waste, and another of comingled food and green waste. During the visit, piles were being turned and steam from the internal materials was visible. Odor in this immediate area was significant. The composting area is located on the West side of the property closer in proximity to receptors and the M1W Facility.
- There is a regulatory-required contact water pond on the southwestern side of the compost facility. The access road to M1W was downwind of the pond at the time of our visit and there was a pungent odor observed. The source could have been from the compost area.

M1W Facility:

- M1W historically collected hydrogen sulfide (H₂S) concentration data in ambient air at the fence line with a handheld Jerome meter but, with non-detect (ND) readings all the time, they were allowed to stop this monitoring activity.
- Storm water is collected onsite.
- The Headworks Facility in the southeastern portion of the facility is monitored daily for H₂S with a gas meter. There was a strong odor near this equipment but not significant downwind.
- The rest of the M1W facility all had odors related to wastewater, ranging from ammonia to H₂S to sewage, but the intensity was significantly less than that of the Headworks Facility.

2.2 TASK 1 CONCLUSIONS

Based on this analysis, the most likely time for downwind impacts of air emissions from the ReGen and M1W sources are in winter (December through March) during the 5 am through 5 pm hours. Please see the graphs in Appendix A (Exhibits 1 and 2) to illustrate this information. The most likely downwind direction for odor impacts during this time period is to the West-northwest of the landfill/WWTP properties. For reference, the City is located from the South to the Southwest. Exhibits 3 and 4 (See Appendix B) show wind roses for MET conditions during the morning and afternoon hours respectively, during the months of December through March. As you can see, Easterly winds

are prominent during the morning, but taper off in the afternoon, and these winds can move odors from East to West. The majority of complaints occur during the winter months and during the morning and afternoon hours, with morning being the most prominent.

With these observations and MET analyses, 16 fixed sampling locations were proposed for this Plan, which have been utilized to collect roughly 100, two-hour (2-hr) time-averaged samples over five total sampling events.

3.0 ODOR ASSESSMENT – FIELD STUDY

3.1 PROJECT DESCRIPTION

Prior to deployment into the field, SCS conducted a thorough analysis of current and existing complaints and evaluated two (2) years of historical MET data to best inform the sampling locations of the following odor study and evaluation. The results of this study concluded the predominant winds in the winter months that result in complaints in the City come from the east to northeast, which positions the City directly downwind of the potential sources. In order to collect samples that replicate the conditions that could generate odors in the City, a daily forecast was conducted to inform when to collect field samples. Optimal conditions were based on forecasted light winds (less than 5 mph) from the North to Northeast.

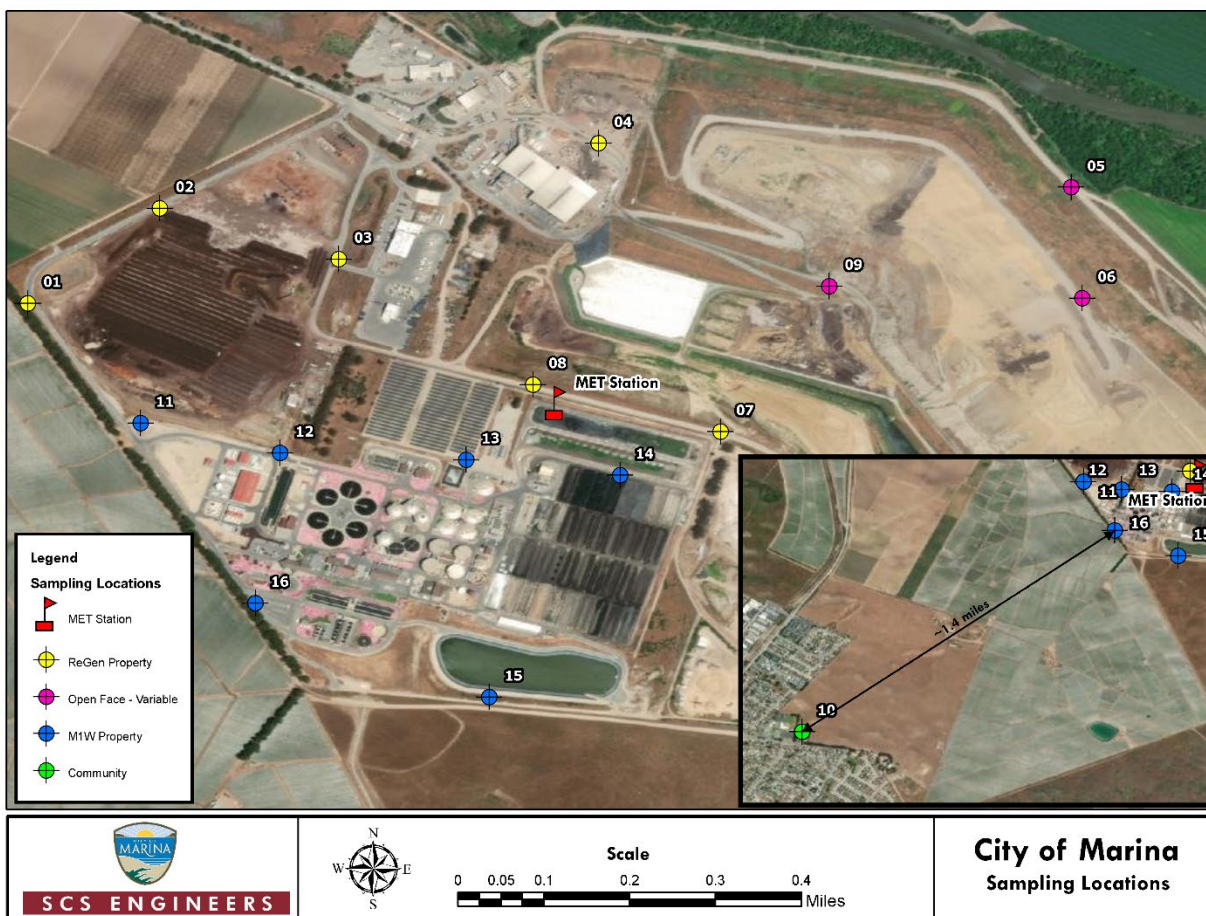
Due to the atypical weather experienced during the first three (3) months of 2023, ideal sampling conditions occurred intermittently. SCS was on location in Marina for five (5) different instances to, first, collect odor samples, and secondly, analyze them using an olfactometer and a local panel of analysts. Sixteen (16) fixed and semi-fixed sampling locations were identified to isolate areas and sub-areas of potential sources of odor. These odor samples were brought to an offsite location to be analyzed for odor concentration. Finally, the measured odor concentrations were compared and assessed relative to the wind conditions at the time of sampling with the goal of determining which sources had the greatest contribution to downwind odor concentrations.

3.2 PROJECT LOCATION

Fifteen (15) of the 16 fixed and semi-fixed sampling locations were situated on ReGen and M1W property, located at 14201 Del Monte Blvd, Monterey County, CA 93908 and 14811 Del Monte Boulevard, Monterey County, CA 93908, respectively. With permission from Pastor Lee, the remaining fixed sampling location was located on the property of Canaan Korean United Methodist Church, at 281 Beach Rd, Marina, CA 93933. Each round of sampling also included up to four (4) roving locations: odor samples collected around the city if/when odors were detected.

Figure 1 and Appendix B are visual representations of sampling locations. Sampling location coordinates are provided in Table 1, Section 3.3.

Figure 1. Map of Sampling Locations



3.3 PROJECT SET UP

Forecasted wind conditions were used to determine appropriate windows for sampling. Appropriate windows consisted of winds coming from the North to Northeast at low wind speeds for at least 2 hours. Low to light wind speeds ($\approx .5 - 5\text{mph}$) promote ideal conditions for odor transport because there is less dilution, dispersion, and advection of air masses. Once these forecasted conditions were expected to be persistent during a study window, SCS deployed into the field to set up, collect samples, and coordinate with the local odor panel to analyze the samples.

Every 2-hour sampling window consisted of 16 fixed samples and up to four (4) roving samples. The 16 fixed and semi-fixed sampling locations are detailed in the table below. Semi-fixed locations are those that change with operation, such as the open face of the landfill. Sites #5, 6, and 9 were intended to collect samples at the boundary of the open face, which changed over the course of the months the sampling took place. GPS locations listed in Table 1, below, are averaged locations across the five (5) sampling rounds; exact coordinates by day are provided in Appendix B.

Table 1. Fixed and Semi-Fixed Sampling Location Coordinates

Site #	Status	Property	Latitude	Longitude
1	Fixed	ReGen	36°42'38" N	121°46'33" W
2	Fixed	ReGen	36°42'44" N	121°46'21" W
3	Fixed	ReGen	36°42'38" N	121°46'14" W
4	Fixed	ReGen	36°42'46" N	121°45'58" W
5	Semi	ReGen	36°42'36" N	121°45'23" W
6	Semi	ReGen	36°42'32" N	121°45'26" W
7	Fixed	ReGen	36°42'28" N	121°45'50" W
8	Fixed	ReGen	36°42'33" N	121°46'6" W
9	Semi	ReGen	36°42'40" N	121°45'51" W
10	Fixed	Church	36°41'34" N	121°47'28" W
11	Fixed	M1W	36°42'29" N	121°46'26" W
12	Fixed	M1W	36°42'28" N	121°46'20" W
13	Fixed	M1W	36°42'27" N	121°46'5" W
14	Fixed	M1W	36°42'27" N	121°46'2" W
15	Fixed	M1W	36°42'12" N	121°46'4" W
16	Fixed	M1W	36°42'14" N	121°46'16" W

Every sample location had the same length of tubing from the sample point to the sample collection point. Every sample bag was pre-labeled and placed at their respective sampling points prior to the study. Trained personnel conducted the sampling by operating sampling pumps, periodically checking for potential malfunctions, and troubleshooting.

Once each 2-hour sampling period was complete, samples were immediately collected, placed into opaque bags to prevent exposure to sunlight, and transported to an offsite location, away from the area of potential odor, to be analyzed.

Figure 2. Set Up: Pre-labeled Bags into Labeled Drums Prior to Deployment



3.3.1 Odor Sampling

Odor samples were collected with the objective of defining the odor concentration in terms of odor units. Odor samples were collected into 100L PTFE bags using an air displacement sampling system, sometimes known as a “lung sampler”. See Figure 2. PTFE, or Polytetrafluoroethylene, is a versatile, hydrophobic, high density material resistant to high temperatures, chosen for these properties. This method of collecting the air sample was used to eliminate any influence that an air pump would have on the sample collected. See Figure 3 for a schematic diagram. The sample bag is placed into the sealed lung sampler and connected through a feed-through fitting to the sampling inlet. A second fitting is located in the wall of the lung sampler and is connected to a vacuum pump. The container is then closed and sealed. As the pump withdraws air from the sealed container, an equal volume of sample air is drawn into the sample bag without ever making contact with the pump. See Figure 4.

Figure 3. Schematic of Lung Sampler Air Displacement System

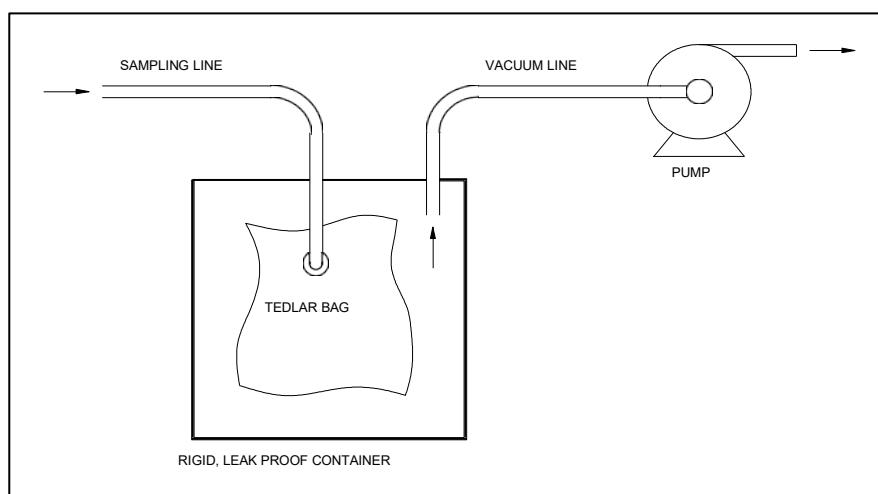


Figure 4. Sampling Set Up: Lung Sampler at Site 10



3.3.2 Wind Monitoring

SCS installed a wind monitoring system according to the specifications in the Sampling and Analysis Plan prior to the start of the sampling program. See Figure 1 for the location of the wind system. The system was used for the purpose of documenting wind conditions during the study periods as well as for comparing actual site data to forecasted wind conditions at the site. This enabled SCS's meteorologist to more accurately predict site wind conditions and call for testing events. Table 2 provides the equipment SCS installed as well as their relative purpose.

Table 2. Wind Monitoring Equipment

Parameter/Purpose	Make and Model	Note:
Wind Sensor: Wind Speed	RM Young Model 05305	0-100 mph (0-50m/s)
Wind Sensor: Wind Direction	RM Young Model 05305	0-360°
Data Logger	CR-300	7.2 Days (1-min data)
Cellular Modem	Verizon -4g LTE	Remote Polling
Tripod	970895	3-meter Tri-pod system
Power: Battery and Solar	TBD	Sized Appropriate for Study

3.3.3 Odor Analysis

An olfactometer is an instrument typically used to detect and measure odor concentration and assess the character of an air sample. Olfactometers are used in conjunction with human subjects, to gauge the odor detection threshold of a sample. Odor measurement is aimed at characterizing environmental odors, as relevant to humans. No methods currently exist that appropriately simulate and predict the responses of our sense of smell. The human nose is, to this day, the most suitable 'sensor'. Objective methods have been developed to establish odor concentration, using human assessors.

A Scentroid SS400 Six Station Portable Olfactometer (SS400) was utilized in this study. The lowest level at which a percentage of panelists can detect an odor determines the odor detection threshold of a sample. The SS400 is compliant with the European Standard EN 13725/2003 as well as ASTM E679-04. The odor concentration is measured by determining the dilution factor required to reach the detection threshold, at which point, by definition, is 1 ou/m³. The odor concentration is then expressed in terms of multiples of the detection threshold. Measurements typically range from 10¹ ou/m³ to 10⁷ ou/m³.

Odor units are a way to standardize and quantify the perceived strength of an odor. The concentration of odorous compounds in the air is often measured in terms of its perceived intensity by human noses. One Odor Unit (OU) is the concentration of an odorant that is equivalent in intensity to a particular reference odor. The "m³" stands for cubic meters, which is a unit of volume. It refers to the volume of air in which the odor concentration is measured.

Therefore, "OU/m³" indicates the number of odor units per cubic meter of air, providing a measure of the concentration of odorous substances present in a specific volume of air and giving an idea of the intensity or strength of the odor perceived within that volume.

The odor concentration of an examined sample is determined by presenting a panel of four (4) to six (6) selected and screened human subjects with varying dilutions of sampled gas, using two sniff ports. One port delivers odor-free air while the other provides a known dilution of the sample. The olfactometer software randomly selects the port delivering the diluted sample air. The panel goes through rounds of ascending odor concentrations until the detection level is determined. The resulting dilution factor at the 50% detection threshold (D50) is used to express the odor concentration of the sample as multiples of one European Odor Unit per cubic meter [ou/m³] at Standard conditions.

The samples were tested under Binary Mode, which provides panelists with 6 options. Panelist must indicate whether the odor was emitted from Port A or Port B and with what certainty level (guess, inkling, or confident) they detected an odor. Panelists must discern and indicate the correct port as well as indicate a confident certainty in two consecutive runs to complete the test.

The SS400 was calibrated and set up by SCS personnel, and SCS personnel personally developed the odor panel used in the study. Each odor panel operated in roughly 2 to 3-hour shifts during the course of the study, analyzing all collected samples no more than 36 hours after the sample was collected, which is the ASTM-required holding time for odor samples.

3.3.4 Panelist Screening

Thirty-four (34) people were screened for the odor panel. These volunteers were sought from members of the community, employees of the City of Marina, ReGen, M1W, and SCS personnel. The screening determines whether panelists can detect n-butanol in a predetermined range of concentrations. This filters out people whom we have dubbed “super-sniffers”—those who can detect a very low range of odors—and people who have low sensitivity to odors—those who cannot detect odors consistently in this range. The screening prevents any significant bias in the analysis of odor samples. The Scentroid SK5 Sensitivity Kit is designed to provide accurate n-butanol mixtures of 5 to 50 ppm from a liquid n-butanol source. The n-butanol mixture can then be used to screen panelists using the Scentroid SS400 in accordance with the EN13725 standard. The mixture is accurate and repeatable thanks to the fixed volume evaporation chamber, micro-liter syringe, and pre-purged Tedlar bag.

For this study, four (4) to six (6) odor panelists were utilized to analyze each sample. The following is a list of the screened odor panelists and their affiliations:

Table 3. Screened Odor Panelists and their Affiliations

Panelist	Name	Organization
1	Wendy B.	Citizen of Marina
2	Kate G.	Citizen of Marina
3	Nathan M.	Citizen of Marina
4	Jeffrey P.	Citizen of Marina
5	Peter L.	Citizen of Marina
6	Grace S.	Citizen of Marina
7	Karen A.	Citizen of Marina
8	Jenny W.	Citizen of Marina
9	Susan W.	Citizen of Marina

10	Elowyn S.	Citizen of Marina
11	Teresa L.	Citizen of Marina
12	Maribel F.	Citizen of Marina
13	Susan S.	Citizen of Marina
14	Katherine B.	Citizen of Marina
15	Greg S.	Citizen of Marina
16	Joshelyn M.	Citizen of Marina
17	Alyson H.	City of Marina Personnel
18	Brian M.	City of Marina Personnel
19	Brian M.	City of Marina Personnel
20	Selai L.	City of Marina Personnel
21	Michael C.	City of Marina Personnel
22	Walter G.	City of Marina Personnel
23	Tyler L.	City of Marina Personnel
24	Angel G.	City of Marina Personnel
25	Sam C.	City of Marina Personnel
26	Michaelle M.	City of Marina Personnel
27	Erik N.	City of Marina Personnel
28	Mario M.	City of Marina Personnel
29	Selai L.	City of Marina Personnel
30	Christopher P.	SCS Personnel
31	Eva L.	SCS Personnel
32	Armando H.	SCS Personnel
33	Joshua S.	SCS Personnel
34	Nicole V.	SCS Personnel

Figure 5. Odor Panel Analyzing a Sample



Odor Evaluation:
City of Marina Odor Attribution Study

www.scsengineers.com

3.4 CHALLENGES ENCOUNTERED

There were a number of challenges encountered during the sampling period. These included weather, landfill operations near our “upwind” sampling location, and utilizing volunteers for the odor panel and analysis.

3.4.1 Weather

California was experiencing an unprecedented winter of record storms and an extended rainy season. This affected weather patterns typically seen during the winter months when odor complaints occurred; thus, waiting for and planning field deployment during a proper window of opportunity when wind patterns lined up was logistically difficult and required multiple one- or two-day trips to collect a proper amount of data to analyze. This was a deviation from the Plan as all sampling was specified to take place over the same deployment.

3.4.2 Upwind Operations

The 16 sites were set up to capture upwind and downwind samples bracketing each property and source areas within each property. The upwind sample, north of ReGen, was located next to surface grading work for a few of the five days sampling occurred. This appeared to skew the upwind background odor concentration upwards. Work on the northern slope was completed on 18-April 2023.

3.4.3 Odor Panel and Analysis

In the past, SCS sent odor samples to an odor lab in Connecticut, which could only handle 10-12 bags a day. Due to the lab’s sample restriction and the ASTM required 36-hour holding time of the samples, the maximum number of samples previously collected per day (24-hour window) was twelve (12). For this sampling campaign, the Project Team obtained an olfactometer and screened a number of members of the community to build a local odor panel. Of the 34 people screened, 28 fell within the acceptable odor sensitivity range to become an odor panelist, as noted in Table 3. The odor panel operated continuously for eight (8) to twelve hours a day, in 2 to 3-hour shifts. This allowed for more than three (3) times the usual number of samples to be collected and analyzed within a 24-hr period.

As mentioned in Section 3.3.3, Panelist Screening, SCS sought odor panel volunteers from multiple sources including ReGen and M1W. After two hours of panelist sniffing, odor panelists would often begin to experience olfactory fatigue, characterized by increased difficulty in confidently detecting odors. Three-hour sniffing panels were scaled back to a maximum of two hours in order to accommodate panelists’ olfactory fatigue.

3.4.4 Olfactometer

The Scentroid SS400 Olfactometer was shipped with a number of challenges of its own. Firstly, it requires at a minimum an 80 PSI pure-air compressor that operates on a 220 VAC outlet. This was a logistical constraint as these are not common household outlets. Ultimately, this required the olfactometer to be located in the City of Marina Corporation Yard in order to have sufficient operational power. Secondly, although multiple tests were conducted prior to deployment, the SS400 had flow issues that required troubleshooting with Scentroid to diagnose and equalize following deployment in the City of Marina.

3.5 DATA TABLES AND RESULTS

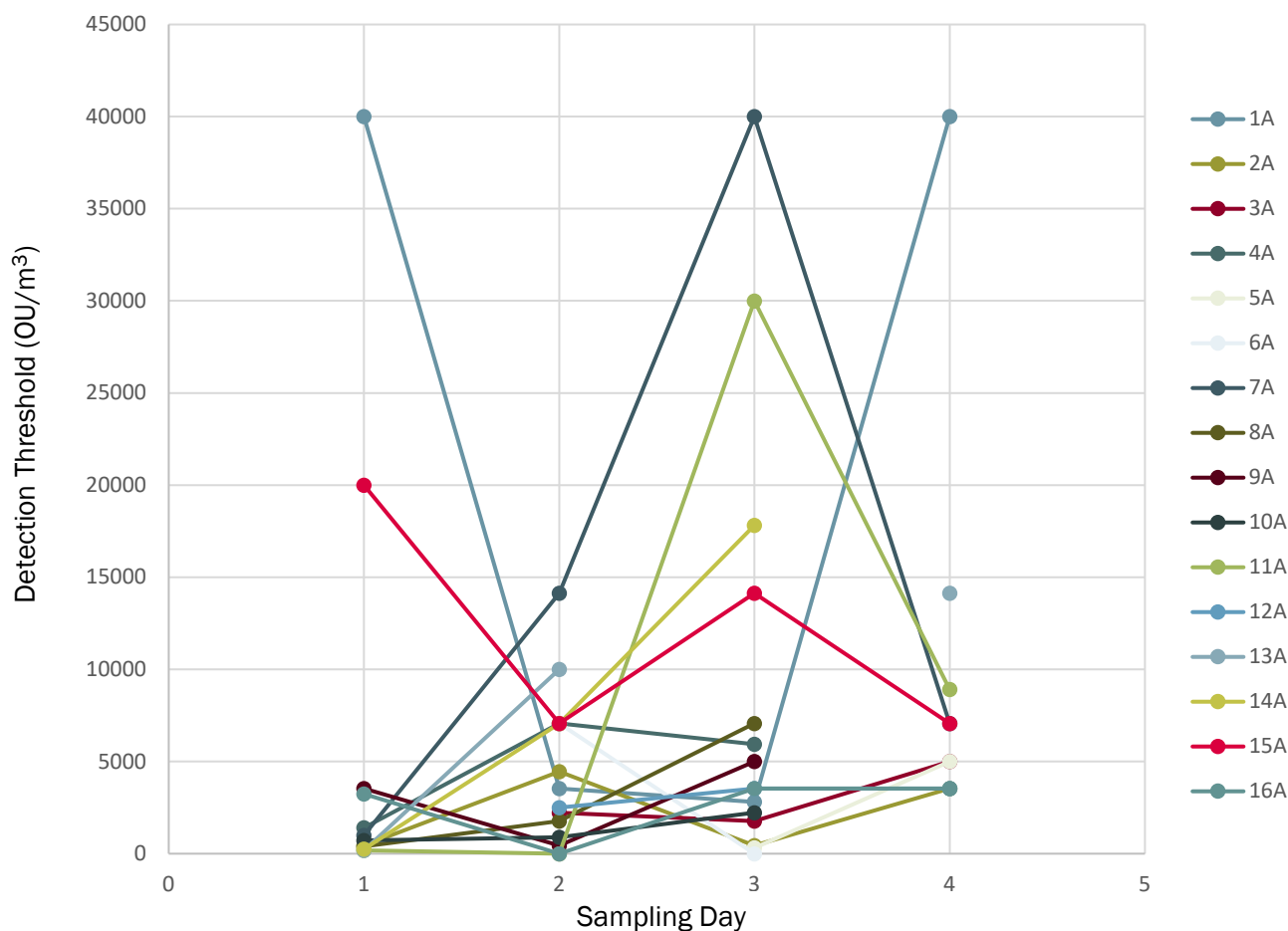
The following Tables 4 and 5 provide the dates, times, conditions, and results of each of the six sampling events that took place. The March 7th sampling event resulted in inconclusive data results due to flow issues that occurred during shipping/transport to the project site. Figure 6 plots the odor concentrations by location and sampling event. The relative sampling location maps in Appendix B are useful when assessing relative difference on each sampling day.

Table 4. Sampling Conditions

Date	Sampling Period	Wind Conditions	Comment:
March 7 th , 2023	7:00-9:00 am	East-Northeast, 1-5 mph	Data analysis is inconclusive. Fault with olfactometer skewed results.
March 7 th , 2023	9:45-11:45 am	Variable, 0-3 mph	Data analysis is inconclusive. Fault with olfactometer skewed results.
March 30 th , 2023	7:30-9:30 am	Northeast, 0-3 mph	4 Invalid Samples
March 31 st , 2023	9:30-11:30 am	Northeast, 0-3 mph	3 Invalid Sample
April 20 th , 2023	7:00-9:00 am	Northeast, 0-3 mph	1 Invalid Samples
April 26 th , 2023	7:30-9:30 am	North-Northeast, 0-2 mph	6 Invalid Samples

Table 5. Sampling Results (See Appendix B for Sample Locations)

Start Date and Time	3/30/23 7:30-9:30	3/31/23 9:30-11:30	4/20/23 7:00-9:00	4/26/23 7:30-9:30
Sample Site	Z Result OU/m3	Z Result OU/m3	Z Result OU/m3	Z Result OU/m3
1A_3007	40000	3536	2806	40000
2A_3007	445	4455	442	3536
3A_3007	INV	2227	1768	5000
4A_3007	INV	1403	7071	5946
5A_3007	500	INV	313	5000
6A_3007	INV	7072	<150	INV
7A_3007	1000	14142	40000	7072
8A_3007	397	1768	7072	INV
9A_3007	3536	442	5000	INV
10A_3007	720	884	2227	INV
11A_3007	176	INV	30000	8909
12A_3007	INV	2500	3536	3536
13A_3007	176	10001	INV	14142
14A_3007	250	7071	17819	INV
15A_3007	20000	7071	14143	7072
16A_3007	3250	INV	3536	3536
R1A_3007	150	2806	7072	10000
R2A_3007	1250	14142	10001	23784
R3A_3007	2102	1403	3536	INV
R4A_3007	100	2500	1768	14142

Figure 6. Odor Concentration (OU/m³) By Site and Sampling Event

3.5.1 March 30th Sampling Event

Samples were collected on March 30th from 7:30 to 9:30 am (2-hours). Winds were from the North-East quadrant throughout the duration of the sampling event and were very light (< 2 m/s). There was a more Easterly component to the winds for a portion of the sampling event. A wind rose is provided within the sampling map in Appendix B.

The most significant impacts relative to upwind concentrations were at Site #1 (downwind from the composting area at ReGEN) and Site #15 (downwind from M1W sludge drying beds). Roving samples R2A and R3A showed elevated concentrations from background and were downwind from multiple sources at the time of collection.

3.5.2 March 31st Sampling Event

Samples were collected on March 31st from 9:30 to 11:30 am (2-hours). Winds were from the North-East quadrant throughout the duration of the sampling event with low standard deviation. Wind speed was a little higher on average than on the 30th. A wind rose is provided within the sampling map in Appendix B.

The most significant onsite impacts during this sampling event occurred downwind of the open face at ReGen (Sample locations #6, #7, #13, #14, #15). Site #15 was also downwind of the sludge drying beds which potentially influenced the odor concentration as well. Site #1 was not predominately downwind of the composting area during this sampling event and Site #11 was invalid. Roving sample R2 showed significantly elevated concentration relative to upwind and was downwind from multiple sources at the time of collection (compost area, open face, RAMCO operated agricultural fields).

3.5.3 April 20th Sampling Event

Samples were collected on April 20th from 7:00 to 9:00 am (2 hours). Winds were from the North-West quadrant throughout the duration of the sampling event with low standard deviation. Wind speed and direction were very similar to conditions on March 31st. A wind rose is provided within the sampling map in Appendix B.

The most significant impacts relative to upwind concentrations were at Site #7 and Site #14 (downwind from the open face at ReGEN) and Site #11 (downwind from the composting area at ReGEN). Roving samples R2A and R3A showed elevated concentrations from the background and were downwind from multiple sources at the time of collection. Site #15 was also elevated again but upwind concentrations were also elevated at Sites #14 and Site #7.

3.5.4 April 26th Sampling Event

Samples were collected on April 26th from 7:30 to 9:30 am (2 hours). Winds were predominately from the North during the sampling event with significant variability. Wind speeds were light (< 2 m/s). A wind rose is provided within the sampling map in Appendix B.

Winds were light and more variable throughout the sampling event. This resulted in generally higher averaged odor concentrations throughout the onsite monitoring during this sampling event. The most significant impacts relative to upwind concentrations were at Site #1 (downwind from the composting area at ReGEN) and Site #13 (downwind from the open face at ReGEN). All three valid Roving samples (R1, R2, and R4) showed elevated concentrations relative to the background and were downwind from multiple sources at the time of collection. These concentrations were significantly elevated and measured at the outer edge of the City of Marina indicating nuisance impacts. Site #15 was also elevated again but upwind concentrations were also elevated at Site #7 and #13.

3.6 SAMPLING CONCLUSIONS

The following are some conclusions based on the sampling results (from Section 3.5) presented:

- Significant Odor impacts were measured relative to upwind concentrations downwind of composting operations for three of the four sampling events. For the sampling event that did not show elevated impacts downwind from the composting facility, the main downwind sample was invalid. This aligns with observations from site visits as well as field observations.
- Every sampling event showed elevated impacts downwind of the M1W sludge drying ponds. It's unclear exactly how much these elevated samples were impacted by upwind sources and being downwind from landfill operations. However, the persistence of this measurement over

multiple days and variable wind directions indicate the sludge drying beds are a likely source of odors downwind of the facility.

- Significant Odor impacts were measured downwind of the ReGen Landfill open face for three of the four sampling events. These measurements were made on-site and would benefit from additional dispersion prior leaving the facility boundary.

4.0 ODOR ABATEMENT RECOMMENDATIONS

Industry-wide, there are a number of best management practices that can be implemented for odor abatement at the discretion of each agency and upon appropriate follow-up studies. Listed below are those relevant to the facilities in the County of Monterey that were a part of this study.

Operationally:

- Periodically clean out ponds and sumps that can accumulate organic sludges and debris. At the ReGen facility, the pond associated with the compost operation was a clear source of odors and should be the subject of mitigation.
 - If cleaning is not sufficient to reduce odors, use aeration systems for ponds and sumps that may accumulate organic liquids.
- Understand how wind/MET conditions affect odor and identify the best and worst times to accept odorous loads or conduct activities that can cause odor and adjust the timing of waste acceptance and disposal accordingly.
 - Specifically, light winds ($\approx .5 - 5$ mph) from the North to Northeast promote ideal conditions for odor transport offsite
- Limit the time periods for stockpiling and processing of odorous materials such as organics, and especially for food waste.
- Conduct compost pile turning during times of day and/or under weather conditions that will result in the least off-site odor impact.
- Use enhanced procedures for handling of odorous loads at the active face, including limiting acceptance during certain wind conditions, immediate burying or covering, and use of wind breaks or barriers.

Physically:

- Consider barriers or windbreaks for certain on-site operations that produce odor. Vegetative screening could be added to the perimeter of both ReGen and M1W facilities. This would be especially useful on the Southern boundaries, such as south of the sludge drying beds.
- If possible, conduct very odorous activities, such as handling and processing of food waste, in controlled enclosures. If enclosures are not possible, then consider windbreaks or other barriers to mitigate odors leaving the site.

Treatment and Control Systems:

- Apply deodorants, reactants, neutralizers, or encapsulants, etc. to intersect odorous emissions at the source area before they leave the site perimeter. These can be applied via spraying, misting, atomizing, etc.

- Consider controls for on-site composting operations, including aerated static piles, bio-covers, biofilters, Gore-type covers, and increasing aeration, especially as related to food waste.

Institutionally:

- Develop and implement odor management and control plans that are specific to the on-site operations, conditions, and meteorology. The Odor Impact Minimization Plan (OIMP) required for the compost operation should be revisited in light of the findings of this study.
- Develop and implement an odor complaint response protocol.
 - See recommended Complaint Response System template in Section 5.
- Conduct odor patrols and consider the use of air monitoring sensors/analyzers (e.g. Jerome meter for hydrogen sulfide monitoring, or Nasal Ranger).
 - Offsite patrols at or near lift stations within the City could also identify localized sources of odors.
- Hire a consultant to conduct a comprehensive operational review of the compost operation to reduce odor generation.
- Complete a third-party evaluation and study of how odors from sludge drying beds can be reduced and implement any reasonable recommendations from that evaluation.

5.0 RECOMMENDED COMPLAINT MANAGEMENT SYSTEM

SCS recommends that the City of Marina implement a Complaint Management System (CMS). This will allow for better collection of complaint information and increase the utility of complaints. However, because the District remains the clearing house for odor complaints the system should be configured to have an option for initial intake and then forward complaints to MBARD for follow-up. The CMS should have the following components;

- Document the date and time of the complaint,
- Document the location of the complaint,
- Provide a centralized location to view and manage complaints,
- Allow for the description of the odor character and intensity as perceived by the complainant.
- Provide options for the complainant to file the complaint via an online form or app, phone calls, text messages, and email.
- Allow for mapping of archived complaints to identify hot spots.
- Link the complaint collection to a database for storage, retrieval analysis, and reporting.

An example odor complaint form is provided in Appendix C.

Where did you notice the odor?*
Please identify the approximate location where you noticed the odor.

Find address or place
Use current location

Long Beach

Earthstar Geographics | City of Long Beach... Powered by Esri

Lat: 33.76672 Lon: -118.19240

When did you notice the odor?*
Please specify the date/time you noticed the odor.

m/d/yyyy

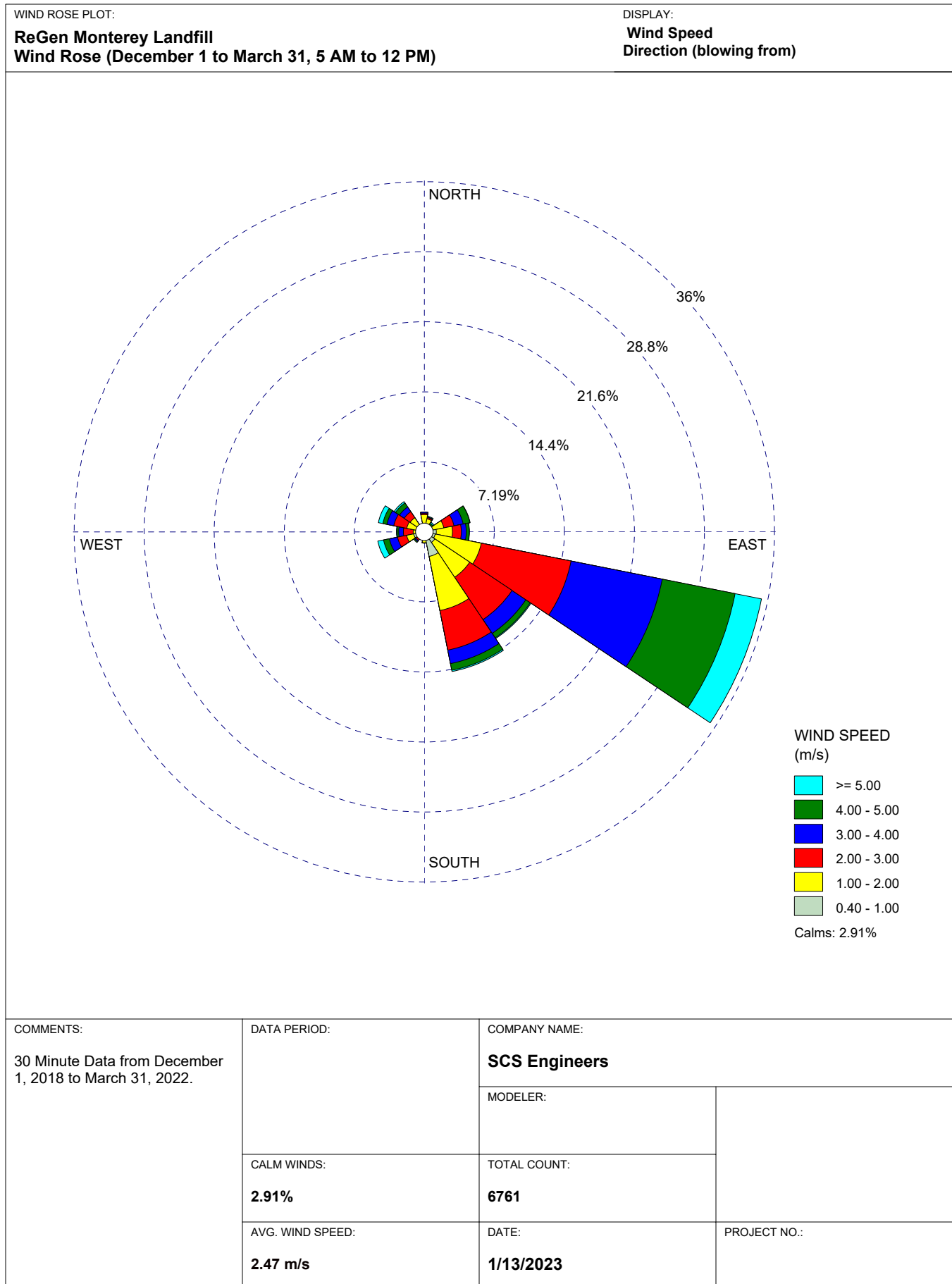
hh:mm

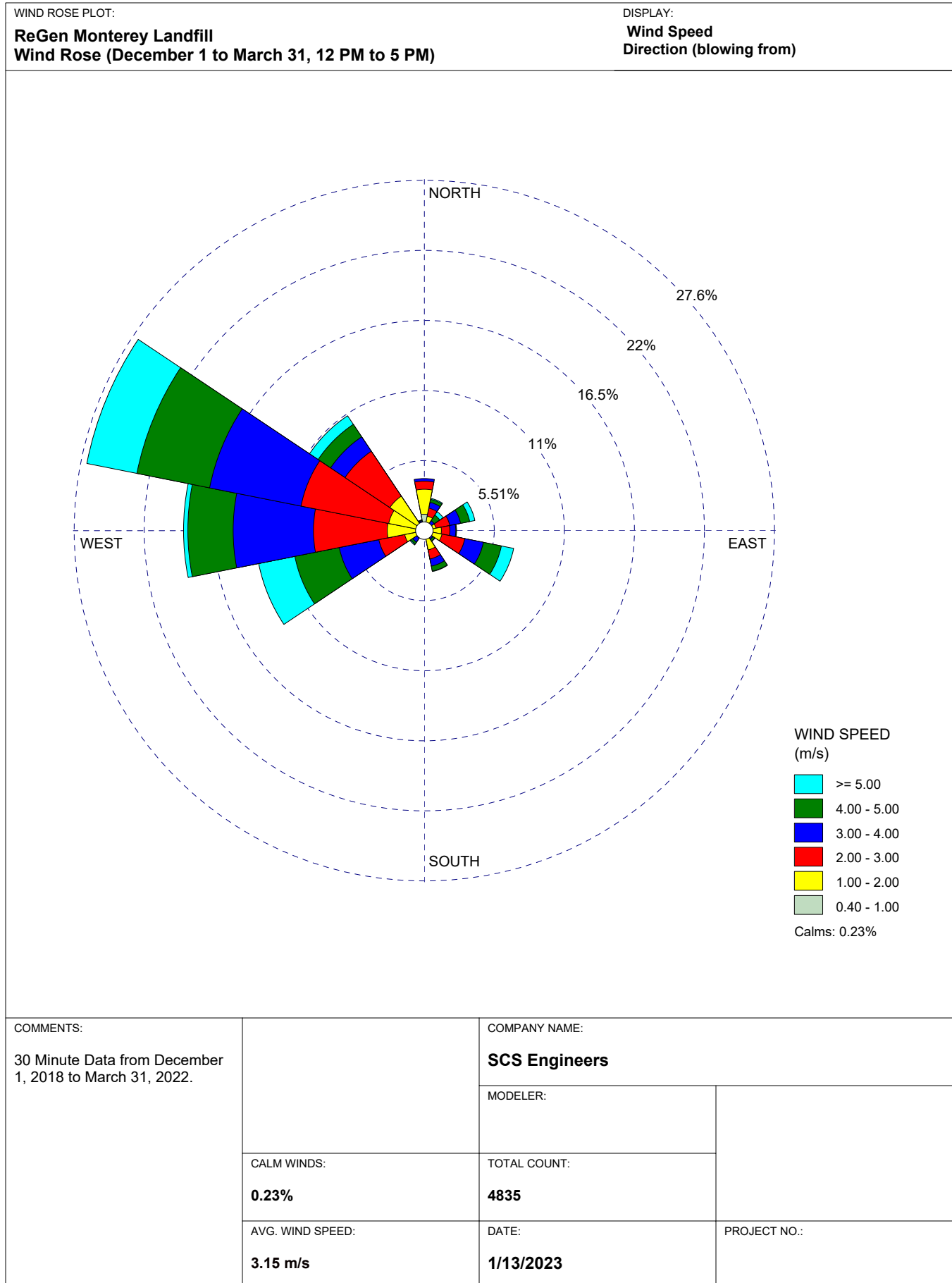
How strong is the odor?*

-Please Select-

How would you describe the odor?*

Appendix A
Task 1 Wind Roses





Appendix B

Sampling Location Maps

EXHIBIT A

Legend

●

Rover Locations March 7, 2023 (7am-9am)

+

Fixed Location March 7, 2023 (7am-9am)

Wind Speed (m/s) (6am-9am)

0.5 - 2.1

2.1 - 3.6

3.6 - 5.7

5.7 - 8.8

8.8 - 11.1

>11.1



SCS ENGINEERS



Scale

00.1250.250.50.751

Miles

City of Marina

Sampling Locations

March 7, 2023 (6am-9am)

29

Legend

● Rover Locations March 7, 2023 (9:45-11:45am)

+ Fixed Location March 7, 2023 (9:45-11:45am)

Wind Speed (m/s) (8:45-11:45am)

0.5 - 2.1

2.1 - 3.6

3.6 - 5.7

5.7 - 8.8

8.8 - 11.1

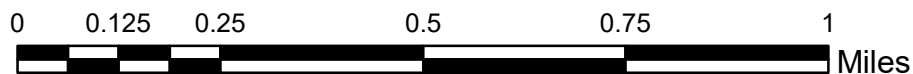
>11.1



SCS ENGINEERS

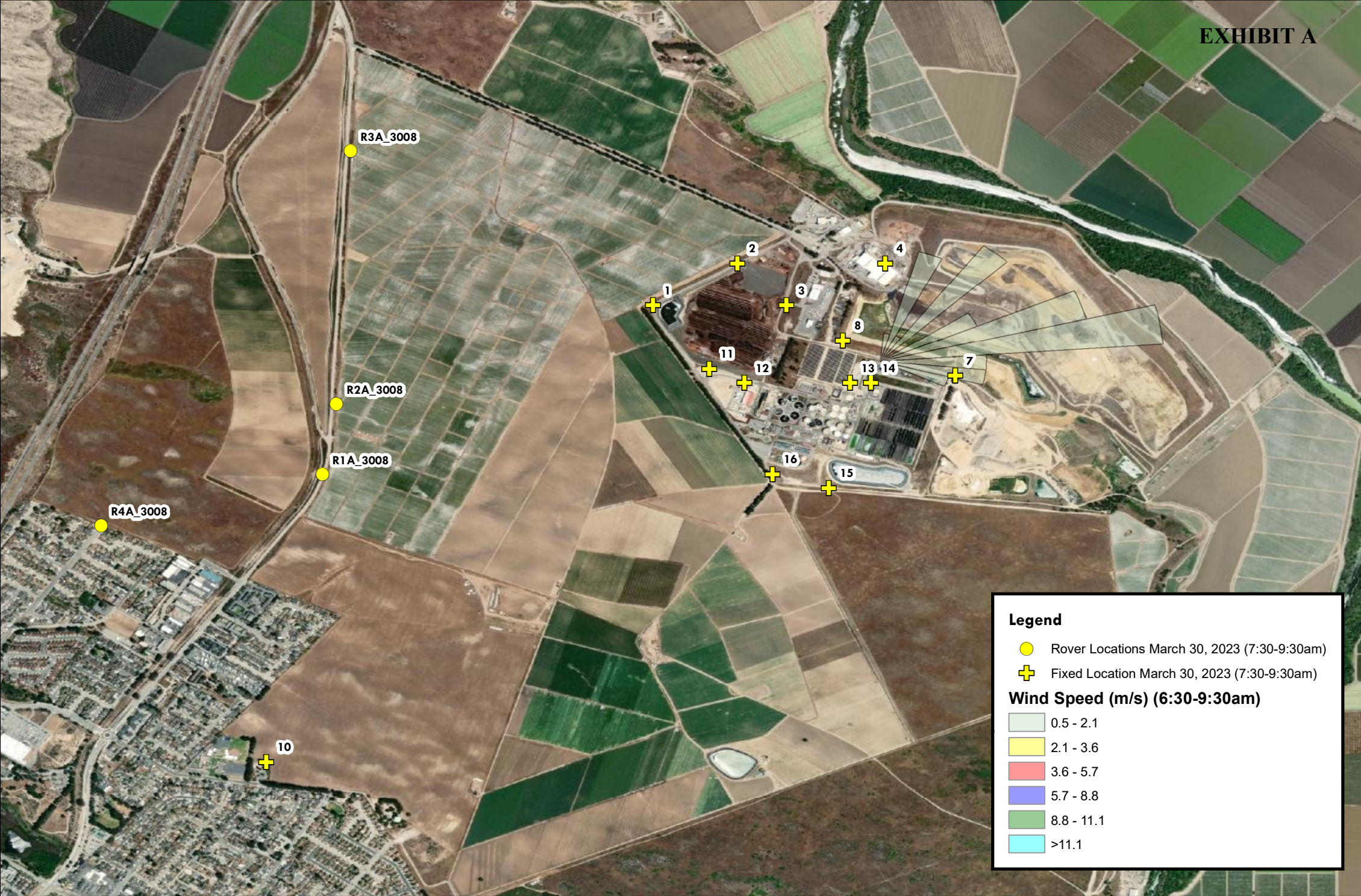


Scale



City of Marina
Sampling Locations

March 7, 2023 (8:45-11:45am)



Legend

- Rover Locations March 30, 2023 (7:30-9:30am)
- + Fixed Location March 30, 2023 (7:30-9:30am)

Wind Speed (m/s) (6:30-9:30am)

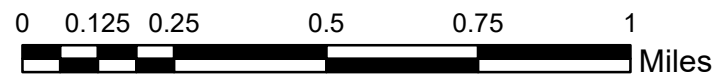
- 0.5 - 2.1
- 2.1 - 3.6
- 3.6 - 5.7
- 5.7 - 8.8
- 8.8 - 11.1
- >11.1



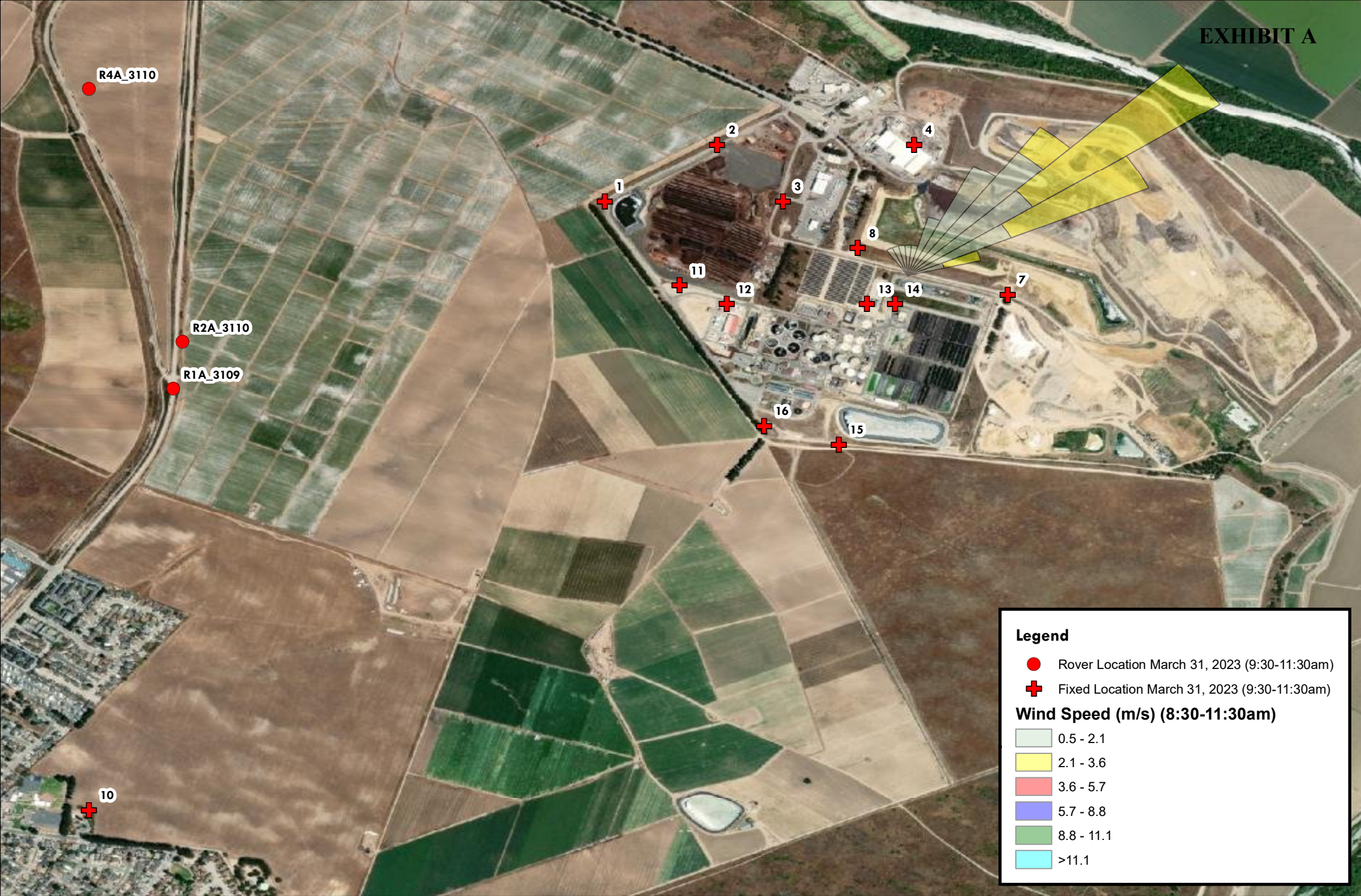
SCS ENGINEERS



Scale



City of Marina
Sampling Locations
March 30, 2023 (6:30-9:30am)



Legend

- Rover Location March 31, 2023 (9:30-11:30am)
- + Fixed Location March 31, 2023 (9:30-11:30am)

Wind Speed (m/s) (8:30-11:30am)

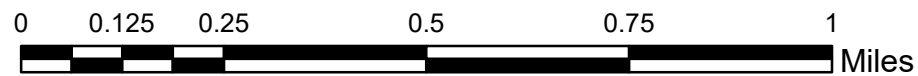
- 0.5 - 2.1
- 2.1 - 3.6
- 3.6 - 5.7
- 5.7 - 8.8
- 8.8 - 11.1
- >11.1



SCS ENGINEERS



Scale



City of Marina
Sampling Locations
March 31, 2023 (8:30-11:30am)

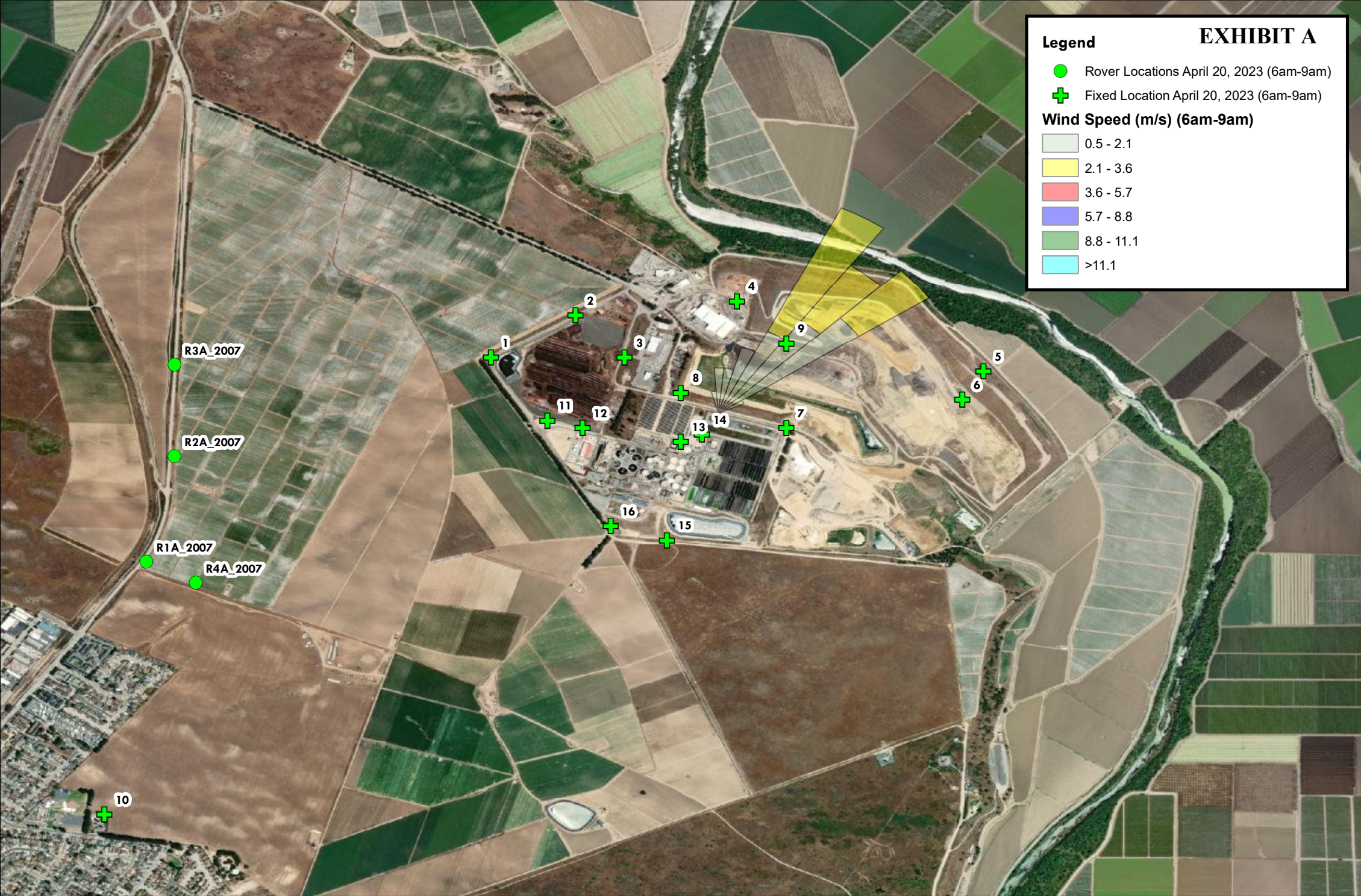
EXHIBIT A

Legend

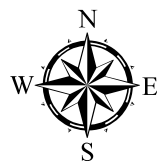
- Rover Locations April 20, 2023 (6am-9am)
- + Fixed Location April 20, 2023 (6am-9am)

Wind Speed (m/s) (6am-9am)

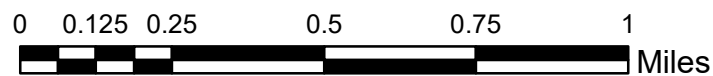
- 0.5 - 2.1
- 2.1 - 3.6
- 3.6 - 5.7
- 5.7 - 8.8
- 8.8 - 11.1
- >11.1



SCS ENGINEERS



Scale



City of Marina
Sampling Locations
April 20, 2023 (6am-9am)

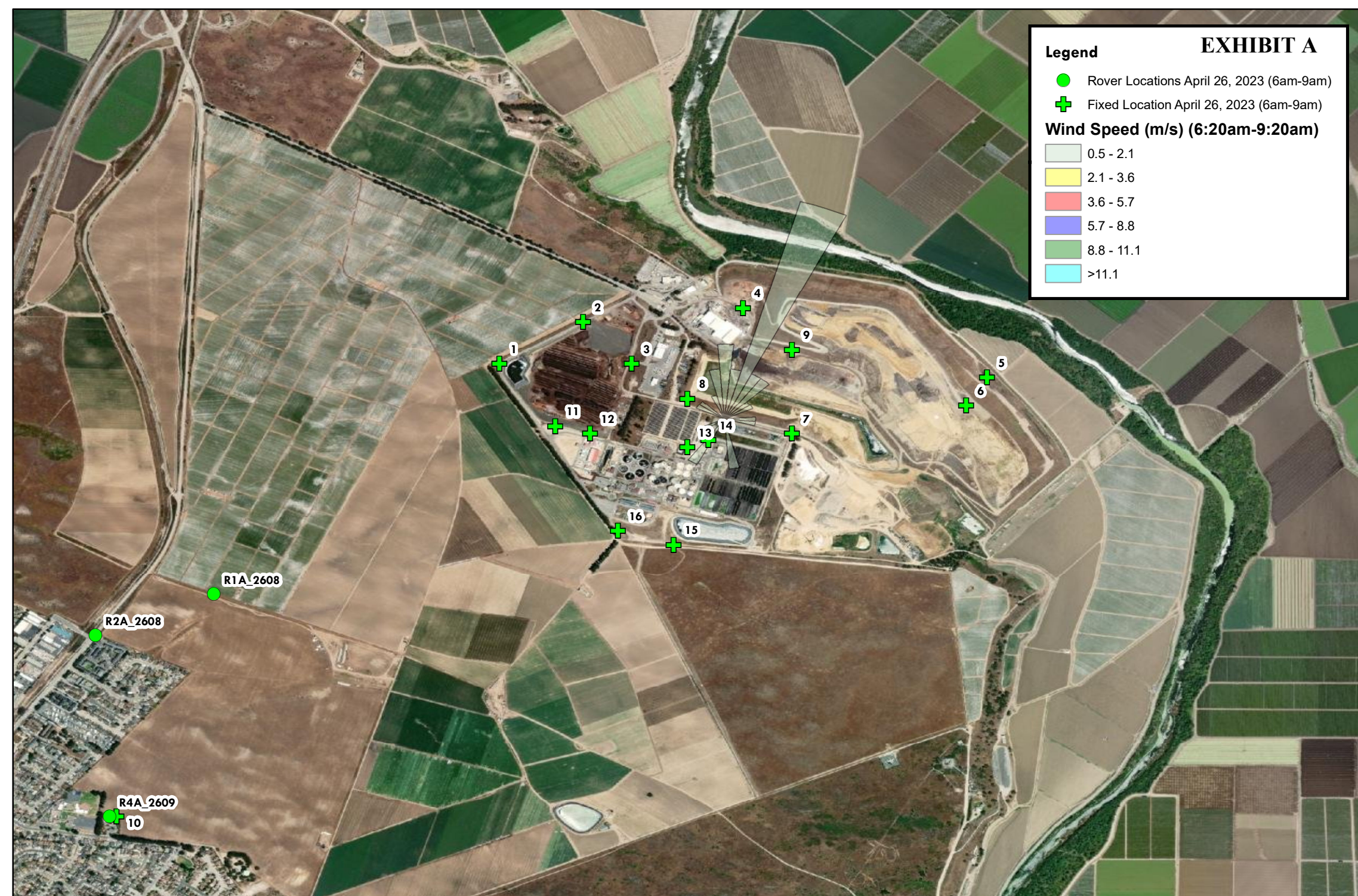
EXHIBIT A

Legend

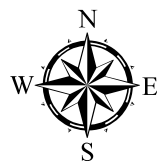
- Rover Locations April 26, 2023 (6am-9am)
- + Fixed Location April 26, 2023 (6am-9am)

Wind Speed (m/s) (6:20am-9:20am)

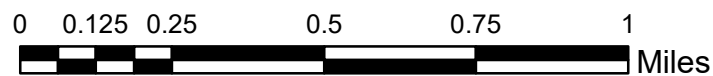
- 0.5 - 2.1
- 2.1 - 3.6
- 3.6 - 5.7
- 5.7 - 8.8
- 8.8 - 11.1
- >11.1



SCS ENGINEERS



Scale



City of Marina
Sampling Locations
April 26, 2023 (6am-9am)

Appendix C
Example Odor Complaint Form

Odor Complaint Form

Submitting Your Complaint

COMPANY provides several ways of submitting an odor complaint in the community. Feel free to use any of the listed complaint system methods to provide us your submission.

Thank you and we look forward to hearing from you.

- Web Form: complete and submit the interactive form on this page
- Call:
- Text:
- Email:

Disclaimer: Information given through our complaint management system will be used solely by COMPANY. Your name and address is secured and no information will be given or sold to any third party.

User Information

Title	
First Name	
Last Name	
Contact	
Home Phone	
Cell Phone	
Address	
Apt/Suite #	
City	
State	
Zipcode	

Remember my details on this computer for next time (Not recommended if on a public or shared device)	☐
---	--------------------------

Contact Preferences

☐	I would like to speak with someone as soon as possible
☐	I am happy to discuss this complaint should there be questions
☐	I would like a copy of this complaint sent to my email
☐	Please do not contact me regarding this complaint

Save and Enter Odor Details →

Odor Complaint Form

Odor Details

We kindly ask that you provide as much information as possible. Details will help us review and process your submission.

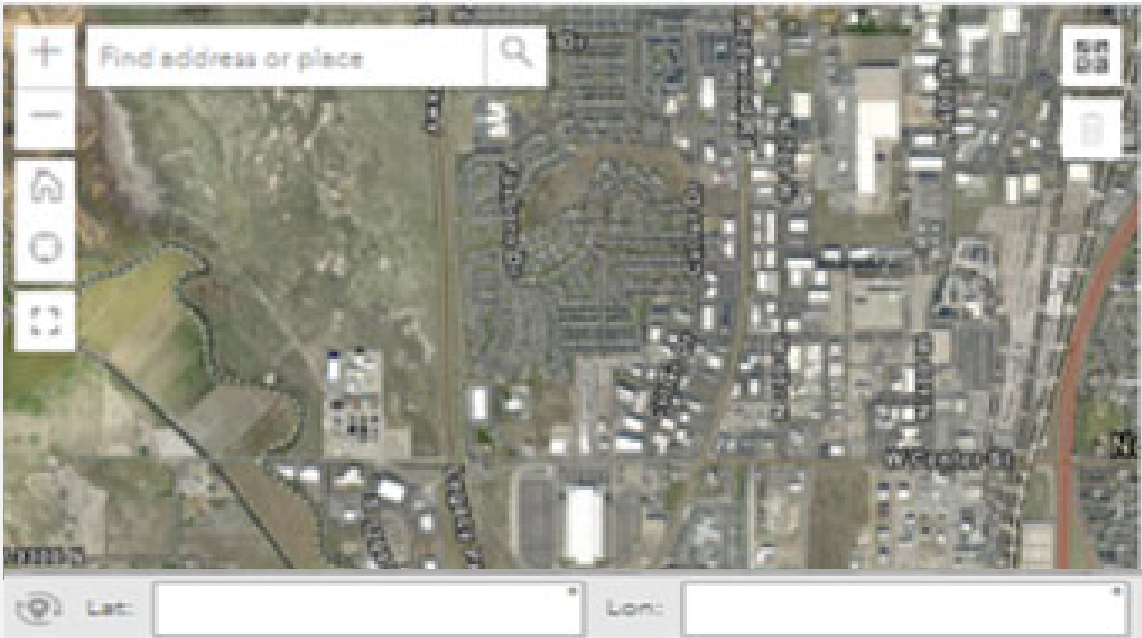
Date	
Time	

Odor Detection Location

Where did you notice the odor?
Please identify the approximate location where you noticed the odor.
(NOT where you think it is coming from)

Click on the map to drop a pin.
This will populate the LAT and LON automatically.

☐ Use my address from the previous user information section



Save and Enter Odor Details →

Odor Complaint Form

Odor Intensity

☐	Very Faint
☐	Faint
☐	Distinct
☐	Strong
☐	Very Strong

Addition Comment

Please add any additional comments pertaining to your concerns.
(Ex. Smells like a sunk or sewage. Smell lasted for several hours.)

(enter notes)

Odor Description

☐	Ammonia
☐	Burn/Smoke
☐	Sewer/Sewage-like
☐	Chemical/Solvent
☐	Earthy/Moldy/Musty
☐	Fishy
☐	Manure
☐	Decaying Grass
☐	Rotten Egg
☐	Turpentine
☐	Woody
☐	Other – See Notes

(enter notes)

Save and Submit Odor Complaint →

City of Marina



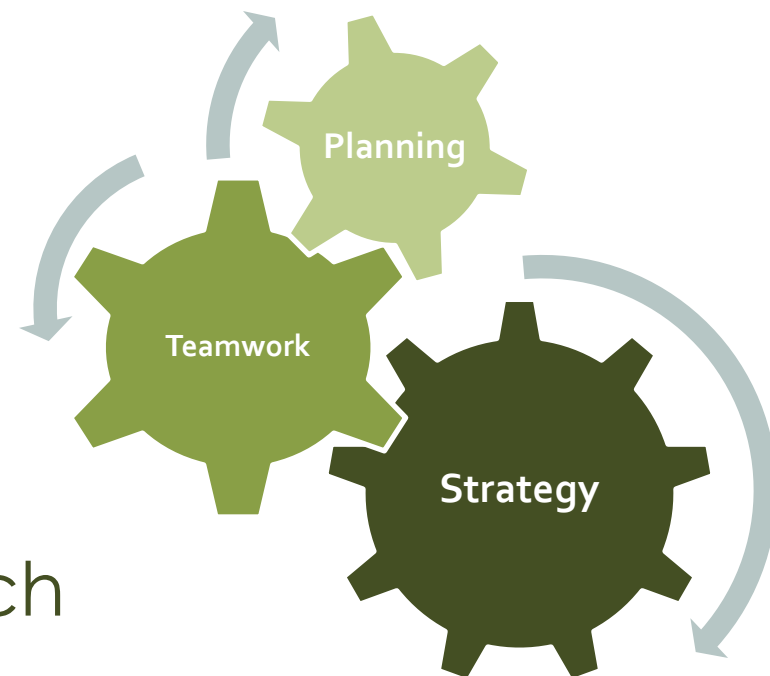
Odor Attribution Study

December 5, 2023



Agenda

- Key Goals
- Project Team
- City Partnership
- Odor Attribution Study Approach
- Complaint and MET Data Review
- Odor Assessment Field Study
- Results of Odor Sampling
- Recommendations for Mitigation



Key Goals

- Identify Potential Odor Sources
- Unique Meteorological Conditions
- Complaint Analysis
- Develop Ideal Sampling Program
- Stakeholder and Public Input
- Mitigation Strategies

SCS Project Team – Key Staff

- Pat Sullivan, Reviewing Principal
- Paul Schafer, Project Manager
- Greg Hauser, Air Modeling Expert
- Tom Rappolt, Meteorologist
- Eva Luu, Field Monitoring Expert
- Chris Petro, Odor Laboratory Expert



City / SCS/ Stakeholder/ Community Partnership



Project Plan

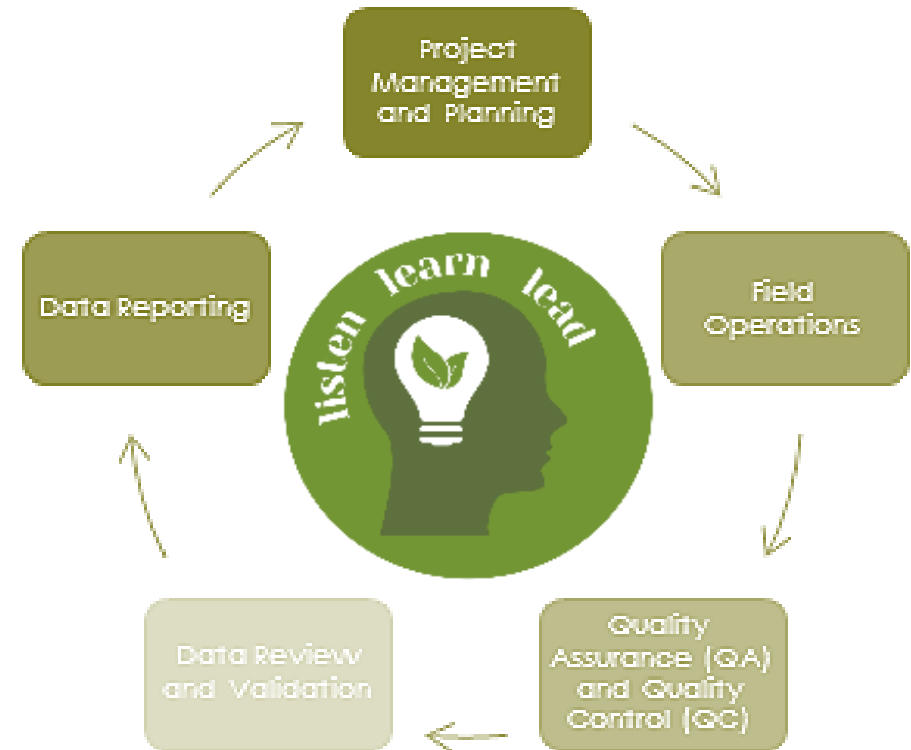
Task #1 : Initial Review of Information

Review Complaint Data
Meteorological Analysis
Report of Findings
Updated Overall Project Plan

Task #2: Field Sampling and Analysis Program

Odor Investigation Plan
Field Investigation Program
Reporting

Task #3: Project Coordination, Meetings, and Outreach

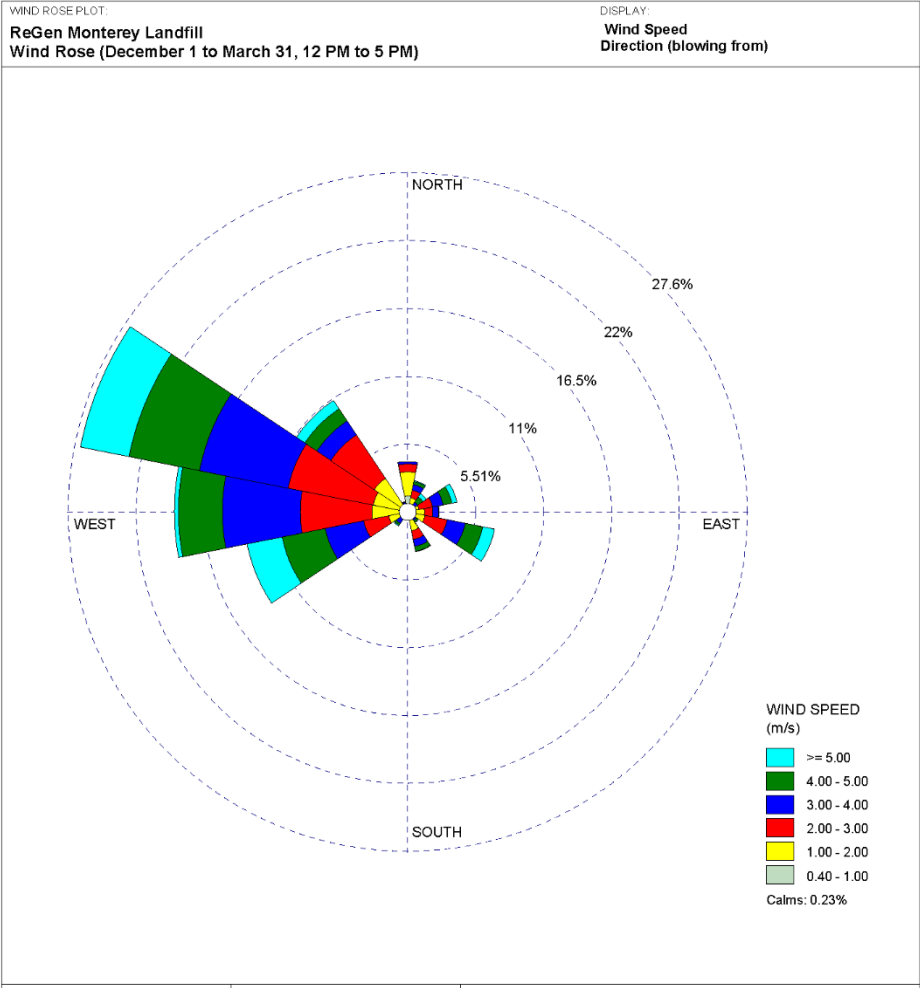
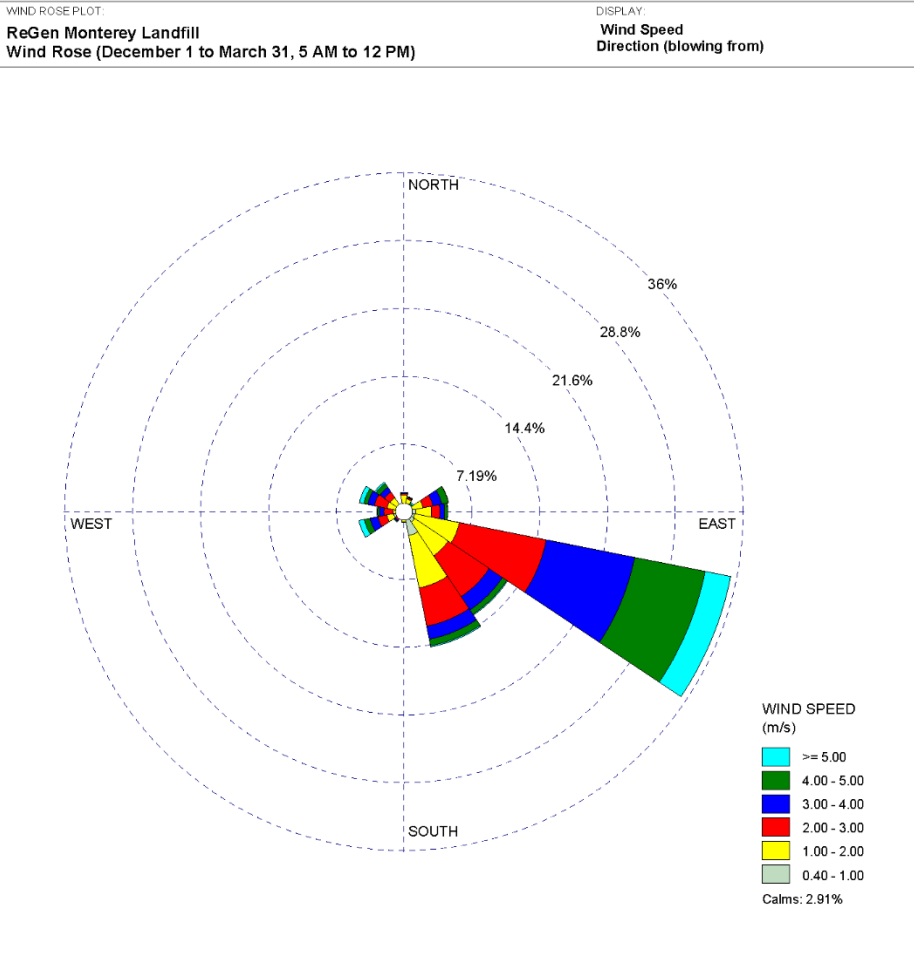


MET/Complaint Data Review

- 16 MET stations in the region: Only three (3) were viable due to:
 - Data quality
 - Lack of historical data
 - Temporal resolution
 - Proximity to the City
- ReGen and Sand City stations utilized for study
- Easterly winds are prominent during the morning, but taper off in the afternoon
 - Move odors toward the City (e.g., from East to West)
- The majority of complaints occur during the winter months and during the morning and afternoon hours, with morning being the most prominent



ReGen Windroses



Facility Inspections

- ReGen
 - Landfill exhibited typical open-face landfill odors, which did not seem significant downwind
 - There was no significant downwind odor for the recycling facility
 - LFG to energy plant was operational with no significant odor downwind
 - Former pilot study Anaerobic Digestion (AD) system was known as a source of odor but is no longer operational

Facility Inspections (cont.)

- ReGen (cont.)
 - Composting area exhibited two different odor characteristics from food and green waste
 - During the visit, piles were being turned and steam from the internal materials was visible.
 - Odor in this immediate area was significant
 - Composting area is located on the NW side of the property closer in proximity to receptors and the M1W Facility
 - Contact water pond on the SW side of the compost facility exhibited a pungent odor. The source could have been from the compost area.

Facility Inspections (cont.)

- M1W
 - Wastewater treatment plant
 - M1W historically collected H₂S concentration data in ambient air at the fence line but discontinued the measurements as they were not detecting the compound.
 - The Headworks Facility in the SE portion of the facility is monitored daily for H₂S with a gas meter.
 - There was a strong odor near this equipment but not significant downwind.
 - The rest of the M1W facility had typical odors related to wastewater but the intensity was significantly less than that of the Headworks Facility.

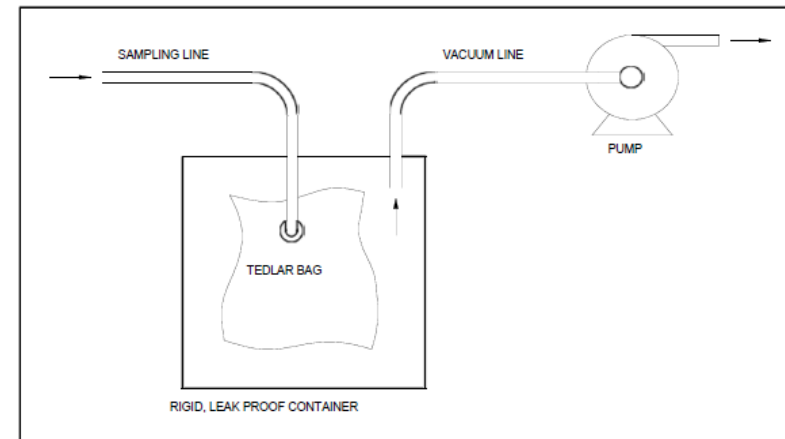
Facility Inspections (cont.)

- Ramco Agricultural Fields
 - Located between the ReGen/M1W facilities and the City
 - Significant portions of the Ag fields began development in 2015-2016 by converting the dune terrace former ranch land to strawberry fields
 - This conversion included the addition of irrigation, nutrients and compost to the soil in order to farm the land
 - No odors were detected during the site inspection
 - Note that Ag operations are not consistent throughout the year, so odors can be variable



Field Study

- Project Setup
- Odor Sampling
- Sampling Locations
- Wind Monitoring
- Odor Analysis
 - Panelist Screening
- Challenges



Parameter/Purpose	Make and Model	Note:
Wind Sensor: Wind Speed	RM Young Model 05305	0-100 mph (0-50m/s)
Wind Sensor: Wind Direction	RM Young Model 05305	0-360°
Data Logger	CR-300	7.2 Days (1-min data)
Cellular Modem	Verizon -4g LTE	Remote Polling
Tripod	970895	3-meter Tri-pod system
Power: Battery and Solar	TBD	Sized Appropriate for Study



Field Study

- **Sampling Locations**

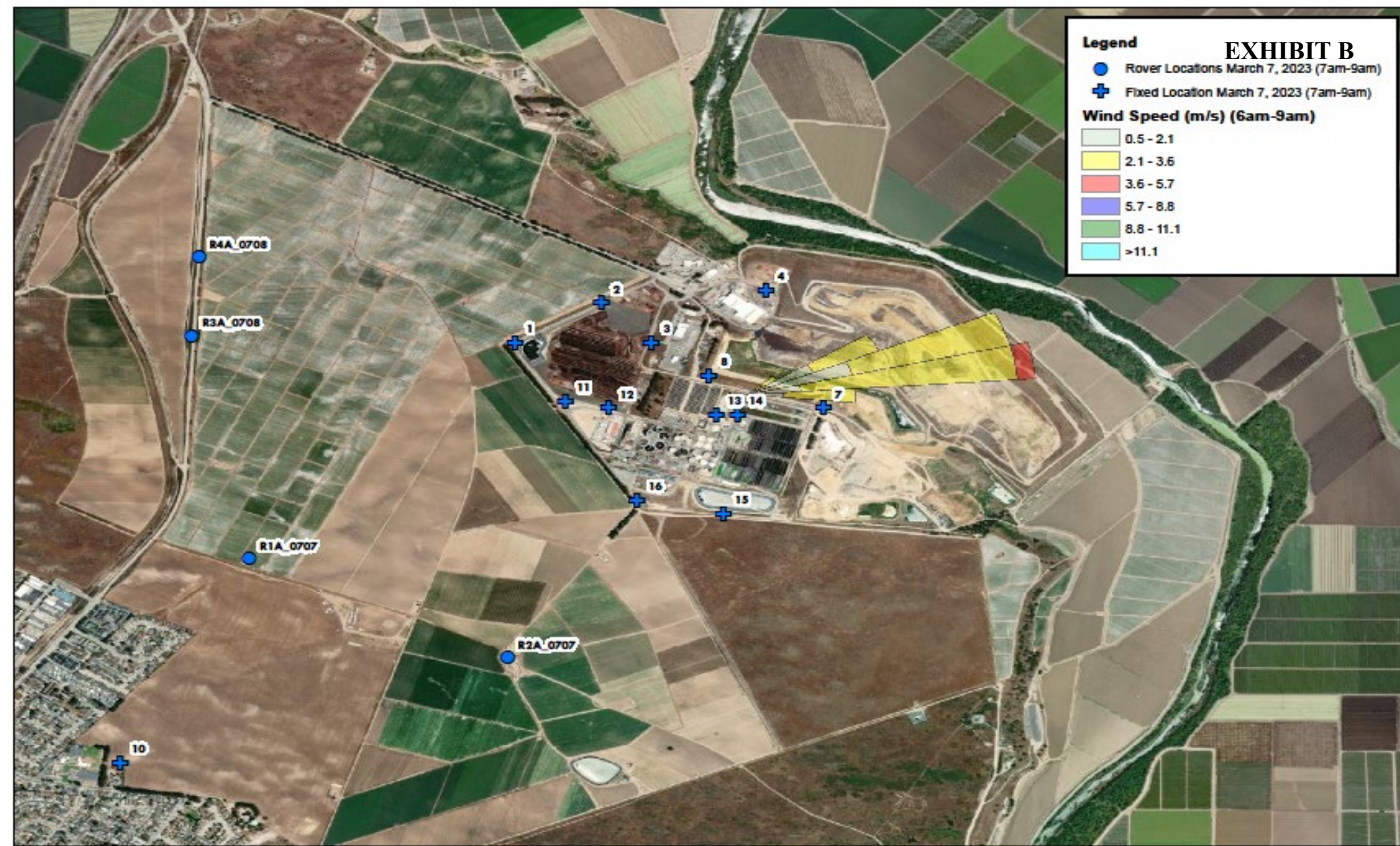
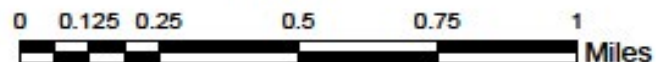
- 15 of the 16 fixed and semi-fixed sampling locations were situated on:
 - ReGen: 14201 Del Monte Blvd, Salinas, CA 93908
 - M1W: 14811 Del Monte Boulevard, Marina, CA 93933
- The remaining fixed sampling location:
 - Canaan Korean United Methodist Church, at 281 Beach Rd, Marina, CA 93933.
- Each round of sampling also included up to four (4) roving locations
 - Odor samples collected around the city if/when odors were detected.

Legend

- Rover Locations March 7, 2023 (7am-9am)
- ⊕ Fixed Location March 7, 2023 (7am-9am)

Wind Speed (m/s) (6am-9am)

- 0.5 - 2.1
- 2.1 - 3.6
- 3.6 - 5.7
- 5.7 - 8.8
- 8.8 - 11.1
- >11.1

EXHIBIT B**SCS ENGINEERS****Scale**

City of Marina
Sampling Locations
March 7, 2023 (6am-9am)

Legend

● Rover Locations March 7, 2023 (9:45-11:45am)

+ Fixed Location March 7, 2023 (9:45-11:45am)

Wind Speed (m/s) (8:45-11:45am)

0.5 - 2.1

2.1 - 3.6

3.6 - 5.7

5.7 - 8.8

8.8 - 11.1

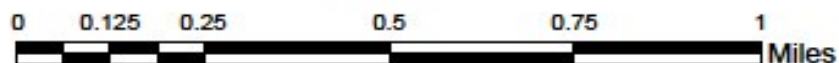
>11.1



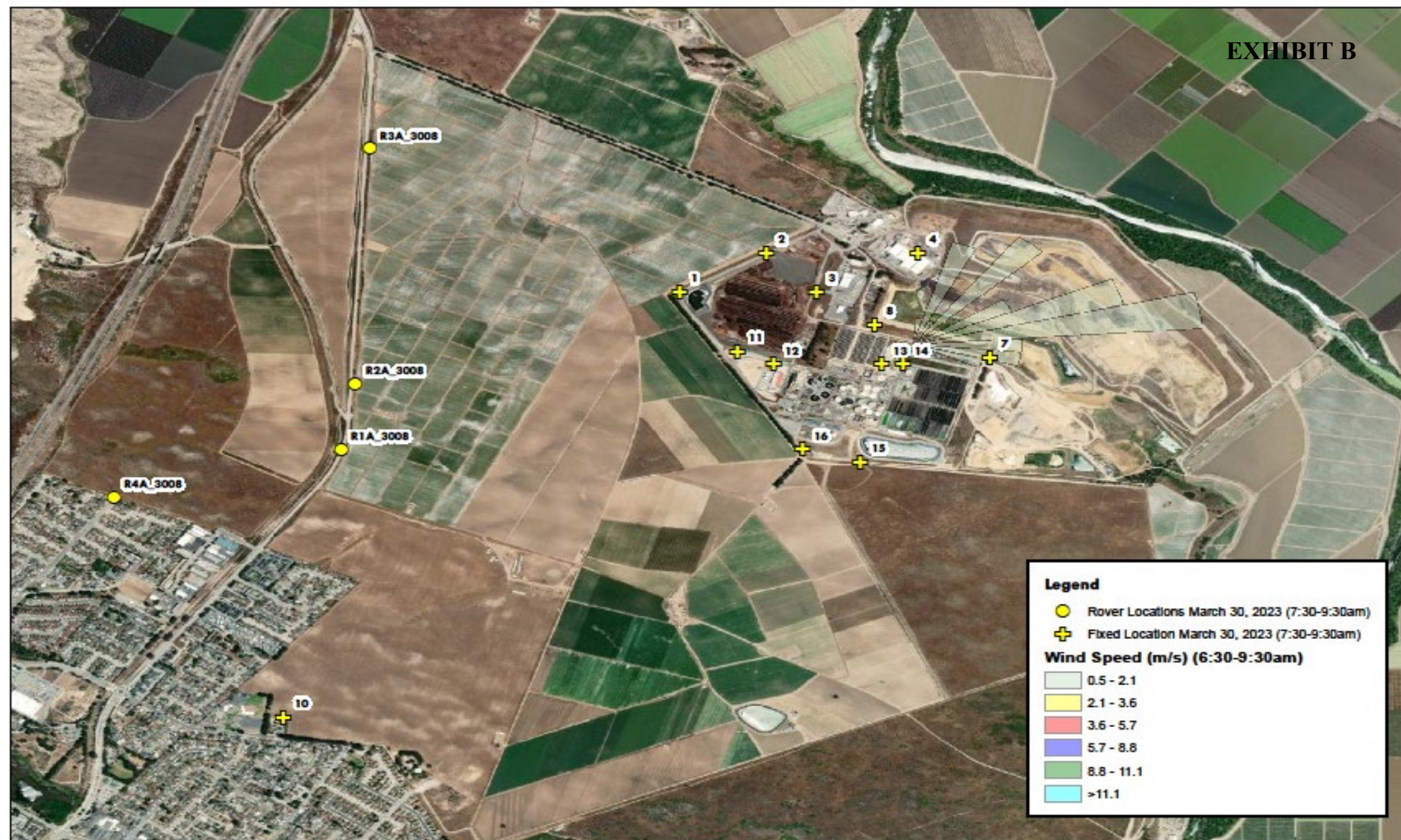
SCS ENGINEERS



Scale

**City of Marina**
Sampling Locations

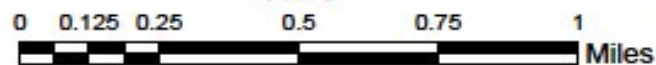
March 7, 2023 (8:45-11:45am)



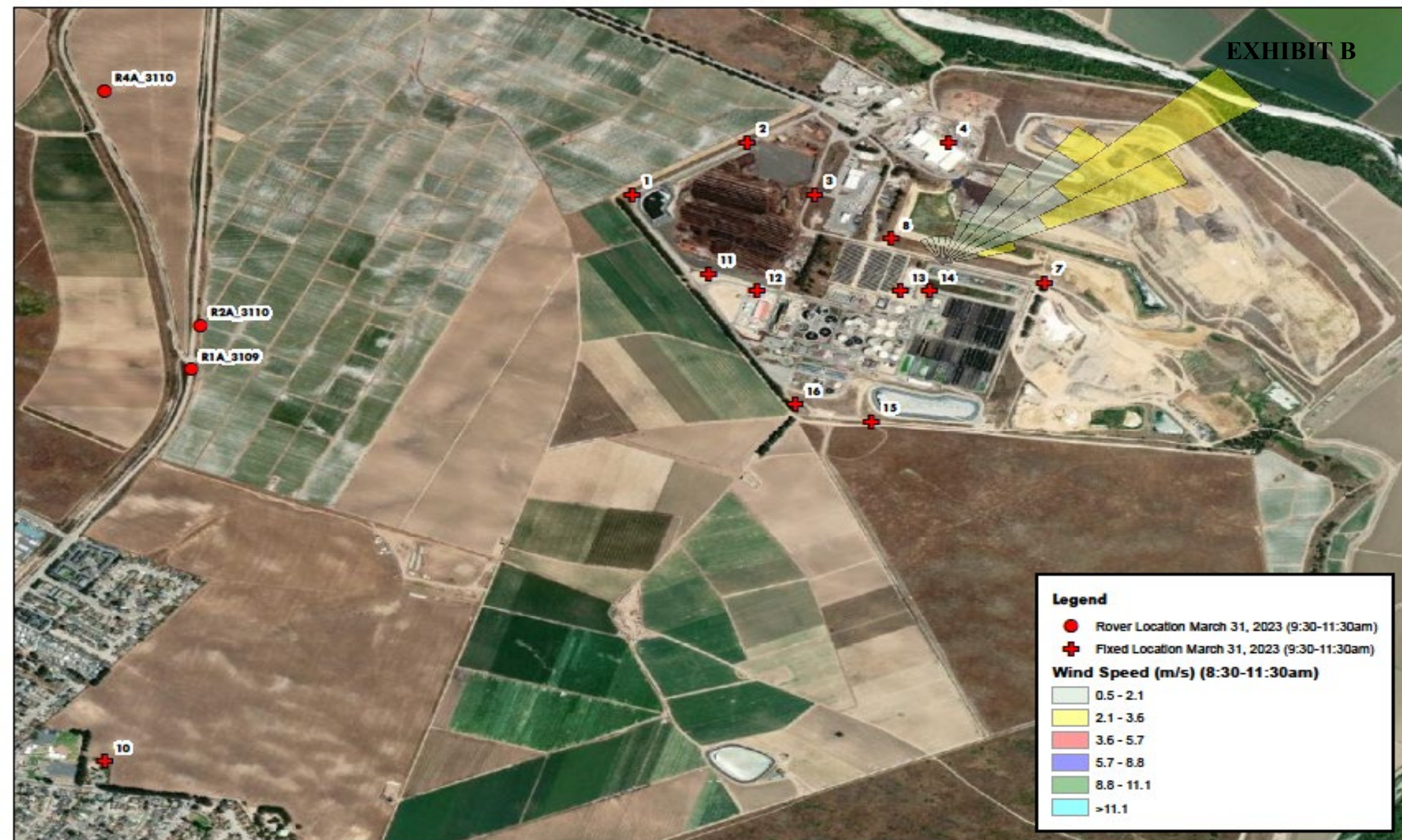
SCS ENGINEERS

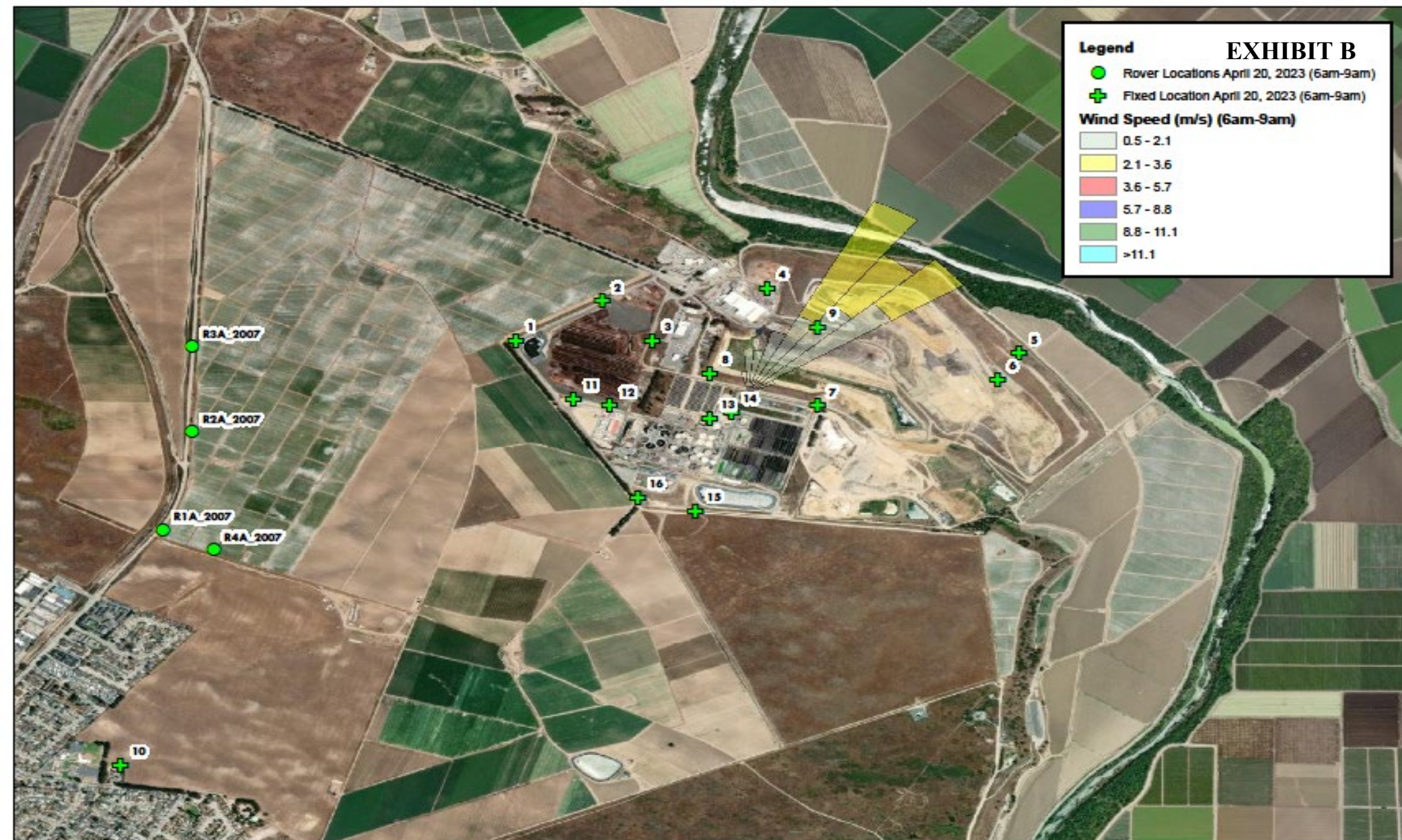


Scale



City of Marina
Sampling Locations
March 30, 2023 (6:30-9:30am)



Legend Rover Locations April 20, 2023 (6am-9am) Fixed Location April 20, 2023 (6am-9am)**Wind Speed (m/s) (6am-9am)** 0.5 - 2.1 2.1 - 3.6 3.6 - 5.7 5.7 - 8.8 8.8 - 11.1 >11.1**EXHIBIT B****SCS ENGINEERS****Scale**

0 0.125 0.25 0.5 0.75 1
Miles

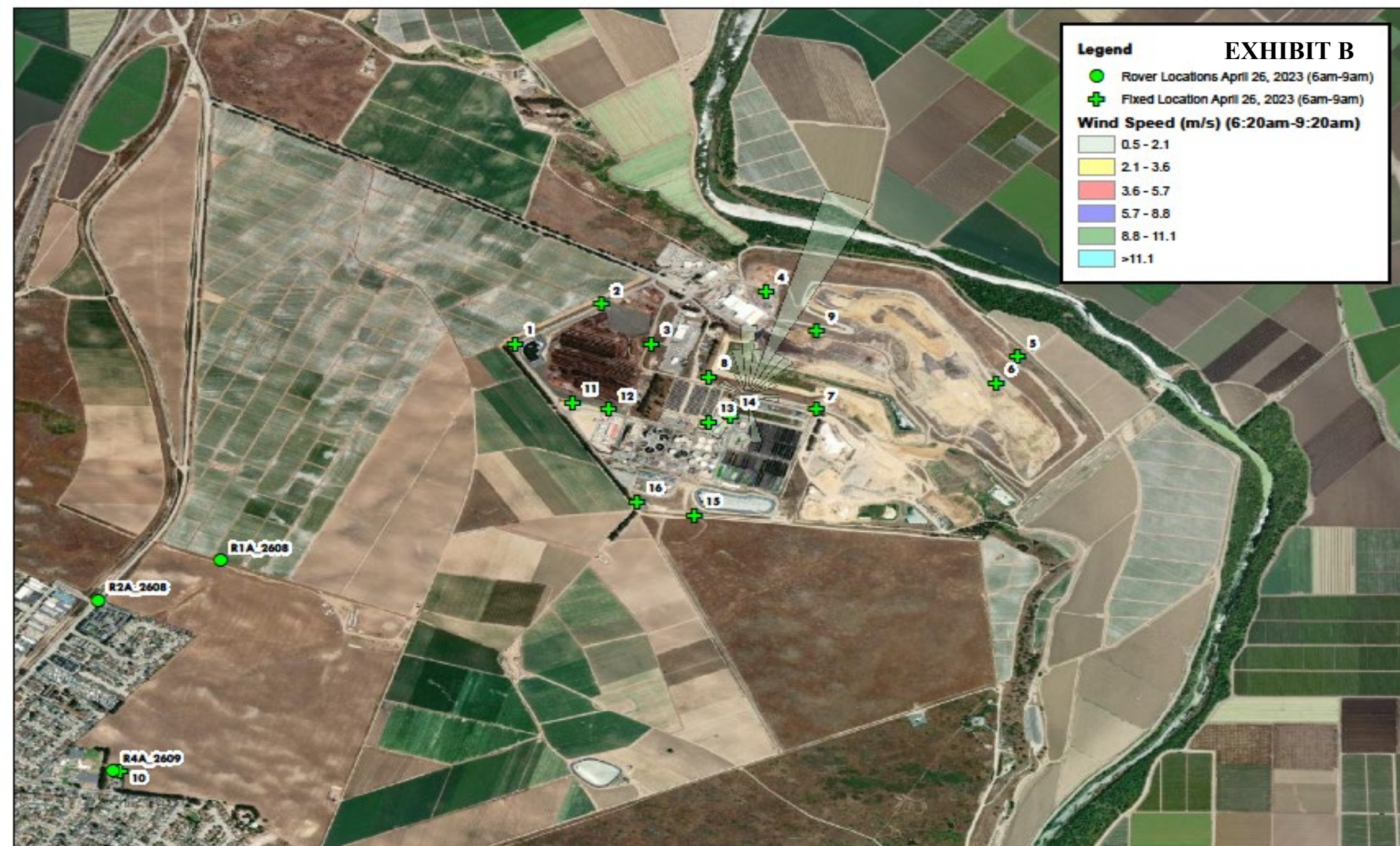
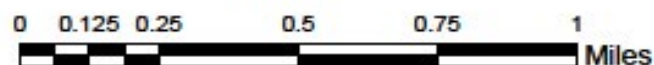
City of Marina
Sampling Locations
April 20, 2023 (6am-9am)

Legend

- Rover Locations April 26, 2023 (6am-9am)
- + Fixed Location April 26, 2023 (6am-9am)

Wind Speed (m/s) (6:20am-9:20am)

- 0.5 - 2.1
- 2.1 - 3.6
- 3.6 - 5.7
- 5.7 - 8.8
- 8.8 - 11.1
- >11.1

EXHIBIT B**SCS ENGINEERS****Scale**

City of Marina
Sampling Locations
April 26, 2023 (6am-9am)

Results

- Sampling Conditions

Date	Sampling Period	Wind Conditions	Comment:
March 7 th , 2023	7:00-9:00 am	East-Northeast, 1-5 mph	Data analysis is inconclusive. Fault with olfactometer skewed results.
March 7 th , 2023	9:45-11:45 am	Variable, 0-3 mph	Data analysis is inconclusive. Fault with olfactometer skewed results.
March 30 th , 2023	7:30-9:30 am	Northeast, 0-3 mph	4 Invalid Samples
March 31 st , 2023	9:30-11:30 am	Northeast, 0-3 mph	3 Invalid Sample
April 20 th , 2023	7:00-9:00 am	Northeast, 0-3 mph	1 Invalid Samples
April 26 th , 2023	7:30-9:30 am	North-Northeast, 0-2 mph	6 Invalid Samples

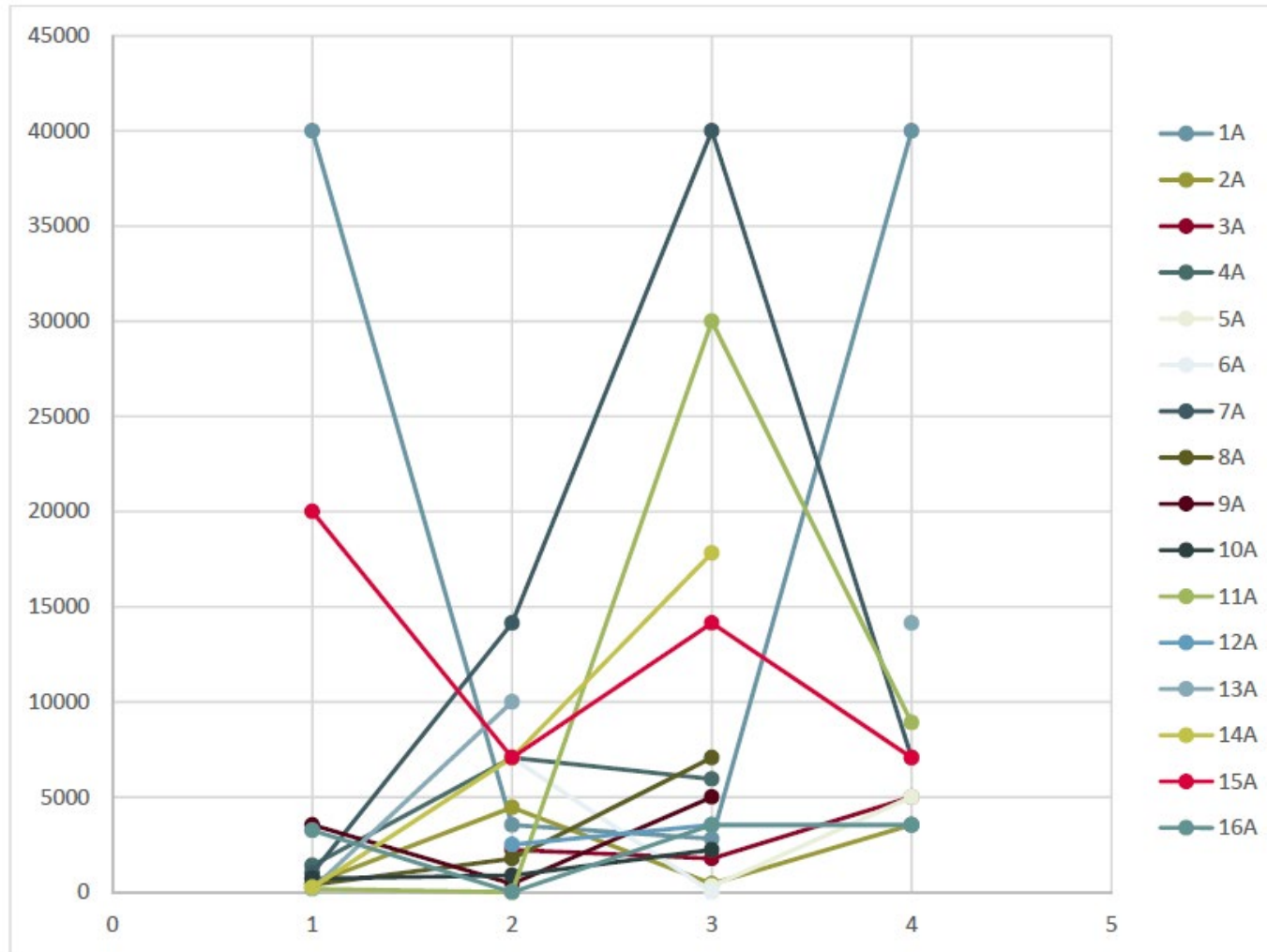


Results (cont.)

Start Date and Time	3/30/23 7:30-9:30	3/31/23 9:30-11:30	4/20/23 7:00-9:00	4/26/23 7:30-9:30
Sample Site	Z Result OU/m3	Z Result OU/m3	Z Result OU/m3	Z Result OU/m3
1A_3007	40000	3536	2806	40000
2A_3007	445	4455	442	3536
3A_3007	INV	2227	1768	5000
4A_3007	INV	1403	7071	5946
5A_3007	500	INV	313	5000
6A_3007	INV	7072	<150	INV
7A_3007	1000	14142	40000	7072
8A_3007	397	1768	7072	INV
9A_3007	3536	442	5000	INV
10A_3007	720	884	2227	INV
11A_3007	176	INV	30000	8909
12A_3007	INV	2500	3536	3536
13A_3007	176	10001	INV	14142
14A_3007	250	7071	17819	INV
15A_3007	20000	7071	14143	7072
16A_3007	3250	INV	3536	3536
R1A_3007	150	2806	7072	10000
R2A_3007	1250	14142	10001	23784
R3A_3007	2102	1403	3536	INV
R4A_3007	100	2500	1768	14142



Results (cont.)



Odor
Concentration by
Site and Sampling
Event (OU/m³)



Conclusions

- Significant odor impacts were measured downwind of composting operations for 3 of the 4 sampling events
- Every sampling event showed elevated impacts downwind of the M1W sludge drying ponds
- Significant odor impacts were measured downwind of the ReGen landfill open face for 3 of the 4 sampling events

Recommendations



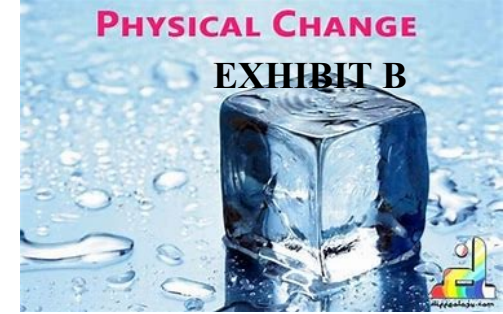
- Operational
 - Clean out ponds and sumps, specifically the pond associated with the compost operation
 - Aeration as subsequent measure
 - Understand how wind/MET conditions affect odor
 - Identify the best and worst times to accept odorous loads or conduct activities that can cause odor
 - Adjust the timing of waste acceptance and disposal accordingly
 - Specifically, light winds ($\approx 0.5 - 5$ mph) from the North to Northeast promote ideal conditions for odor transport offsite

Recommendations (cont.)



- Operational (cont.)
 - Limit the time periods for stockpiling and processing of odorous materials, and especially for food waste.
 - Conduct compost pile turning during times of day and/or under weather conditions that will result in the least off-site odor impact
 - Use enhanced procedures for handling of odorous loads at the active face

Recommendations (cont.)



- Physical
 - Barriers or windbreaks
 - Vegetative screening could be added to the perimeter of both ReGen and M1W facilities.
 - This would be especially useful on the Southern boundaries, such as south of the sludge drying beds.
 - If possible, conduct very odorous activities, such as handling and processing of food waste, in controlled enclosures.
 - If enclosures are not possible, then consider wind breaks or other barriers to prevent odors from leaving the site.

Recommendations (cont.)

- Treatment and Control Systems
 - Apply deodorants, reactants, neutralizers, or encapsulants, etc.
 - These can be applied via spraying, misting, atomizing, etc. at site perimeter
 - Consider controls for on-site composting operations:
 - Aerated static piles with biocovers or biofilters
 - Gore-type cover system
 - Increasing aeration, especially as related to food waste.



Recommendations (cont.)



- Institutional
 - Develop and implement odor management and control plans
 - Odor Impact Minimization Plan (OIMP) required for the compost operation should be revisited in light of the findings of this study
 - Develop and implement an odor complaint response protocol
 - Conduct odor patrols and consider the use of air monitoring sensors/analyzers

Recommendations (cont.)



- Institutional (cont.)
 - Offsite patrols at or near lift stations within the City could also identify localized sources of odors
 - Hire a consultant to conduct a comprehensive operational review of the compost operation
 - Complete an evaluation of how odors from sludge drying beds can be reduced

Complaint Management System

- Document the date, time, and location of the complaint,
- Provide a centralized location to view and manage complaints,
- Allow for the description of the odor character and intensity as perceived by the complainant.
- Provide options for the complainant to file the complaint via an online form or app, phone calls, text messages, and email.
- Allow for mapping of archived complaints to identify hot spots.
- Link the complaint collection to a database for storage, retrieval analysis, and reporting.

Where did you notice the odor?*

Please identify the approximate location where you noticed the odor.

Find address or place

Use current location

Long Beach

Earthstar Geographics | City of Long Beach... Powered by Esri

Lat: 33.76672 Lon: -118.19240

When did you notice the odor?*

Please specify the date/time you noticed the odor.

m/d/yyyy

hh:mm

How strong is the odor?*

-Please Select-

How would you describe the odor?*

Questions?





Thank You!

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 5, 2023

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2023-,
RECEIVING A PRESENTATION AND, PROVIDING INPUT ON THE DEL
MONTE BOULEVARD LANDSCAPING, MULTI-MODAL
IMPROVEMENTS, AND DOWNTOWN MARINA STREETScape**

REQUEST:

It is requested that the City Council consider approving and adopting Resolution No. 2023-, for the following actions:

1. Receiving a presentation, **EXHIBIT A**, for the Del Monte Boulevard Landscaping, Multi-Modal Improvements, and Downtown Marina Streetscape, and;
2. Providing input on the design for the proposed projects.

BACKGROUND:

The City of Marina is in the process of developing a Downtown Vitalization Specific Plan. One aspect of this plan is changing the right-of-way to better serve the City's needs and transition away from what originally functioned as a state highway. To that end, the City Council included \$3M funding within the current Capital Improvement Program for landscape and right-of-way improvements to serve as a change catalyst to initiate beneficial changes in the downtown.

The City also applied for and was successful in being selected for a Regional Surface Transportation Improvement Program funding in the amount of \$ 1,717,500 to implement pedestrian and bicycle safety improvements at the intersection of Del Monte Boulevard and Reservation Road.

Staff have engaged the services of the Wallace Group and BEK Collective to develop median landscape plans and streetscape features for consideration. The traffic engineering firm, Kimley-Horn has modeled traffic in response to a road diet (reduction from four automobile lanes to two automobile lanes with additional bicycle and pedestrian facilities), as well as possible intersection roundabouts on Del Monte Boulevard between Highway 1 and Reservation Road. The road diet addresses traffic calming and multi-modal improvements for more balanced and safer vehicular, bicycle and pedestrian use.

An online survey and several well attended community outreaches were completed to collect input and feedback. The concept plans for the Del Monte Boulevard Median landscaping, downtown streetscape, and lane reallocation and intersection roundabouts were presented to the Public Works Commission on November 16, 2023.

Input from community outreaches and the Public Works Commission were addressed and are included in the presentation.

ANALYSIS:

The presentation for the proposed Del Monte Boulevard Median landscaping and Downtown Marina Streetscape will include the following:

- Del Monte median beautification: Concept plans and types of landscape materials and color palette.
- Gateway entry improvement locations: City of Marina downtown and other city entrances

- Downtown streetscape features: consistency and cohesive design features for future improvements.
- Traffic calming and multi-modal improvements: for a more balance vehicular, bicycle and pedestrian use. Road diet and intersection roundabouts options with simulation of traffic response to changes:
- Del Monte Boulevard and Reservation Road intersection safety improvements
- Preliminary phasing of work and concept design.

FISCAL IMPACT:

No fiscal implications at this time.

The Del Monte Boulevard Median Landscape Demonstration project (QLR 1901) and Downtown Vitalization Implementation project (EDC2126) are included in the Capital Improvement Program with a budget of \$25,000 and \$3,000,000, respectively.

California Environmental Quality Act (CEQA)

The presentation and providing design input for Del Monte Boulevard landscaping and multi modal improvements and downtown Marina streetscape is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

CONCLUSION:

This request is submitted to the City Council for consideration and input.

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
RECEIVING A PRESENTATION AND, PROVIDING INPUT ON THE DEL
MONTE BOULEVARD LANDSCAPING AND MULTI-MODAL
IMPROVEMENTS AND DOWNTOWN MARINA STREETScape

WHEREAS, the City of Marina is in the process of developing a Downtown Vitalization Specific Plan. One aspect of this plan is changing the right-of-way to better serve the City's needs and transition away from what originally functioned as a state highway; and

WHEREAS, the Del Monte Boulevard Median Landscape Demonstration project (QLR 1901) and Downtown Vitalization Implementation Project (EDC2126) are included in the Capital Improvement Program with a budget of \$25,000 and \$3,000,000, respectively; and

WHEREAS, staff have engaged the services of the Wallace Group and BEK Collective to develop median landscape plans and streetscape features for consideration. The traffic engineering firm, Kimley-Horn has modeled traffic in response to a road diet (reduction from four automobile lanes to two automobile lanes with additional bicycle and pedestrian facilities), as well as possible intersection roundabouts on Del Monte Boulevard between Highway 1 and Reservation Road. The road diet addresses traffic calming and multi-modal improvements for a more balance and safer vehicular, bicycle and pedestrian use; and

WHEREAS, an online survey and several well attended community outreaches were completed to collect input and feedback. The concept plans for the Del Monte Boulevard Median landscaping, downtown streetscape, and lane reallocation and intersection roundabouts were presented to the Public Works Commission on November 16, 2023; and

WHEREAS, the presentation for the proposed Del Monte Boulevard median landscaping and Downtown Marina Streetscape will include the following: Del Monte Median beautification, Gateway entry improvement locations, Downtown streetscape features, Traffic calming and multi-modal improvements, Del Monte Boulevard and Reservation Road intersection safety improvements and preliminary phasing of work and concept design; and

WHEREAS, The Del Monte Boulevard Median Landscape Demonstration project (QLR 1901) and Downtown Vitalization Implementation project (EDC2126) are included in the Capital Improvement Program with a budget of \$25,000 and \$3,000,000, respectively; and

WHEREAS, the presentation and providing design input for Del Monte Boulevard Landscaping and Multi Modal Improvements and Downtown Marina Streetscape Projects is not a project as defined by the California Environmental Quality Act (CEQA); and

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

1. Receive a presentation for the Del Monte Boulevard Landscaping and Multi-Modal Improvements and Downtown Marina Streetscape; and
2. Provide input on the design for the proposed for the proposed projects.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 5th day of December 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk



*DEL MONTE BLVD MEDIANS
& DOWNTOWN MARINA STREETSCAPE*

City Council Meeting
December 5, 2023



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

Agenda



- Present Findings & Concept Designs
 - Overview & Goals
 - Community Input
 - Landscape
 - Traffic
- Q&A
- Direction from Council



Kimley»Horn



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

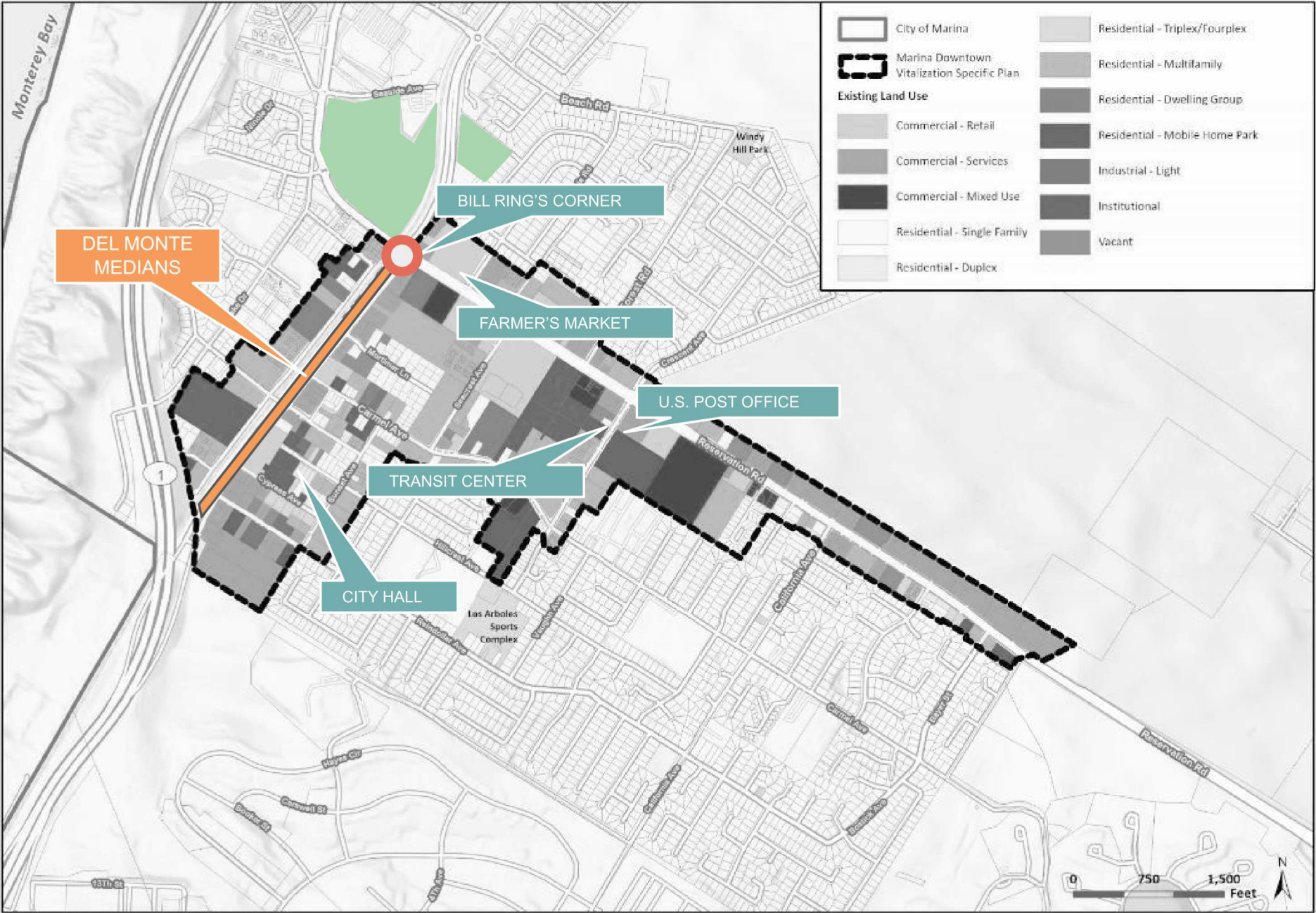
City of Marina
Current Projects

2045 Marina General Plan

 Downtown Vitalization
Specific Plan

 Del Monte Medians and
Downtown Marina
Streetscape

 Del Monte/Reservation Rd
Intersection Improvements



Imagery provided by Esri and its licensors © 2023.
Additional data provided by the City of Marina, 2022.

Map 2-3. Existing land uses in Downtown Marina.



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETScape



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



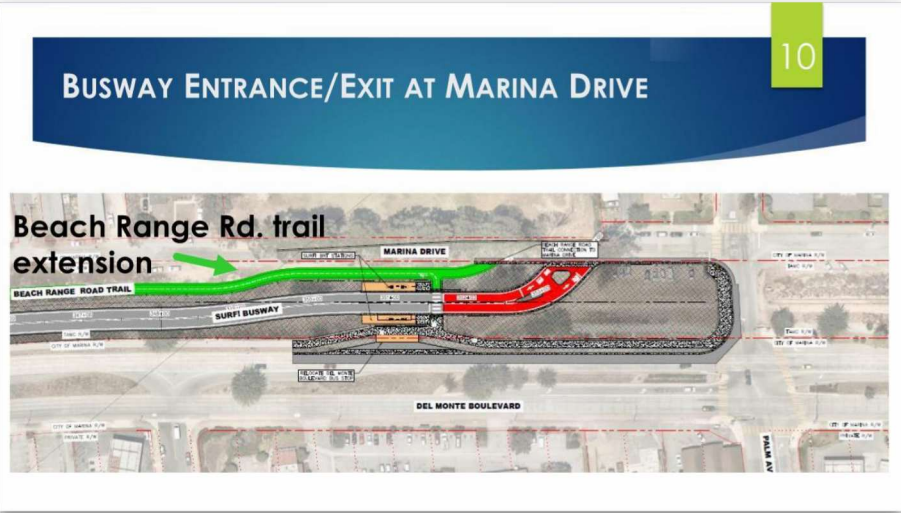
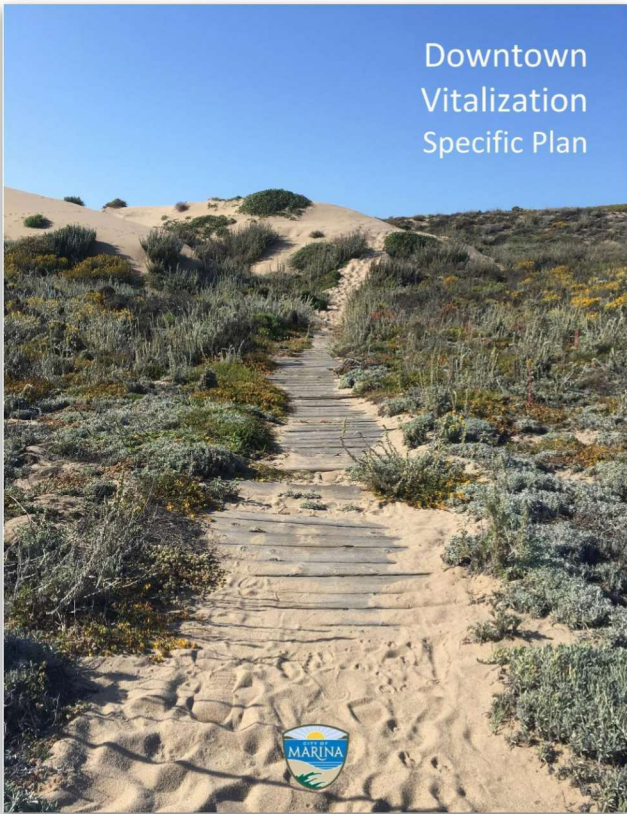
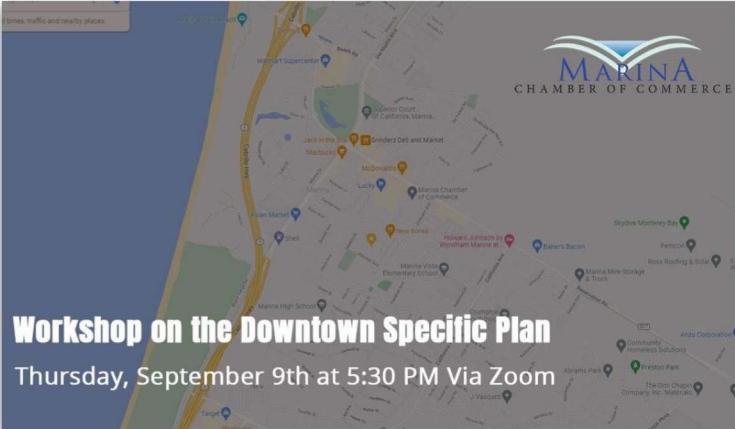
“To transform central Marina and it’s two major corridors, Reservation Road and Del Monte Boulevard, into a **unique, vibrant, and pedestrian-friendly** Downtown with diverse shopping venues and increased housing opportunities.”

-Downtown Vitalization Specific Plan Goal (City Newsletter, March 2011)



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

RESEARCH & COORDINATION



Marina 2045 General Plan
Workshop #2: Vision, Issues, Challenges
Saturday, May 20, 2023 - 10:00 am-12:00 pm
Marina City Council Chambers | 211 Hillcrest Avenue

Small Group Discussion Questions

1. What is unique and special about Marina that you don't want to lose?
Handwritten notes: Cultural Diversity, Friendliness, Volunteerism, less traffic, controlled growth, library/area. *Other notes:* 8th most diverse city in the nation, Farmers Market, Accessible leadership, Police are well trained in de-escalation, Comfort, connectivity to the peninsula, accessibility, friendliness, no workers.

2. What are the issues and challenges that Marina is facing today and in the future? What concerns do you have about the future?
Handwritten notes: Need more affordable housing that stays affordable, Need to make sure there is child care connected to housing and jobs, wrap around our CSUMB student + keep them stay here.

3. What is your vision for Marina in 2045? What is the same? What is different?
Handwritten notes: Where diverse people thrive, Community / Public Art, Families come and Seniors come first, Businesses thrive, Diversity is celebrated, Change is inevitable, One business is already doing it, inclusivity, accessibility, safety.



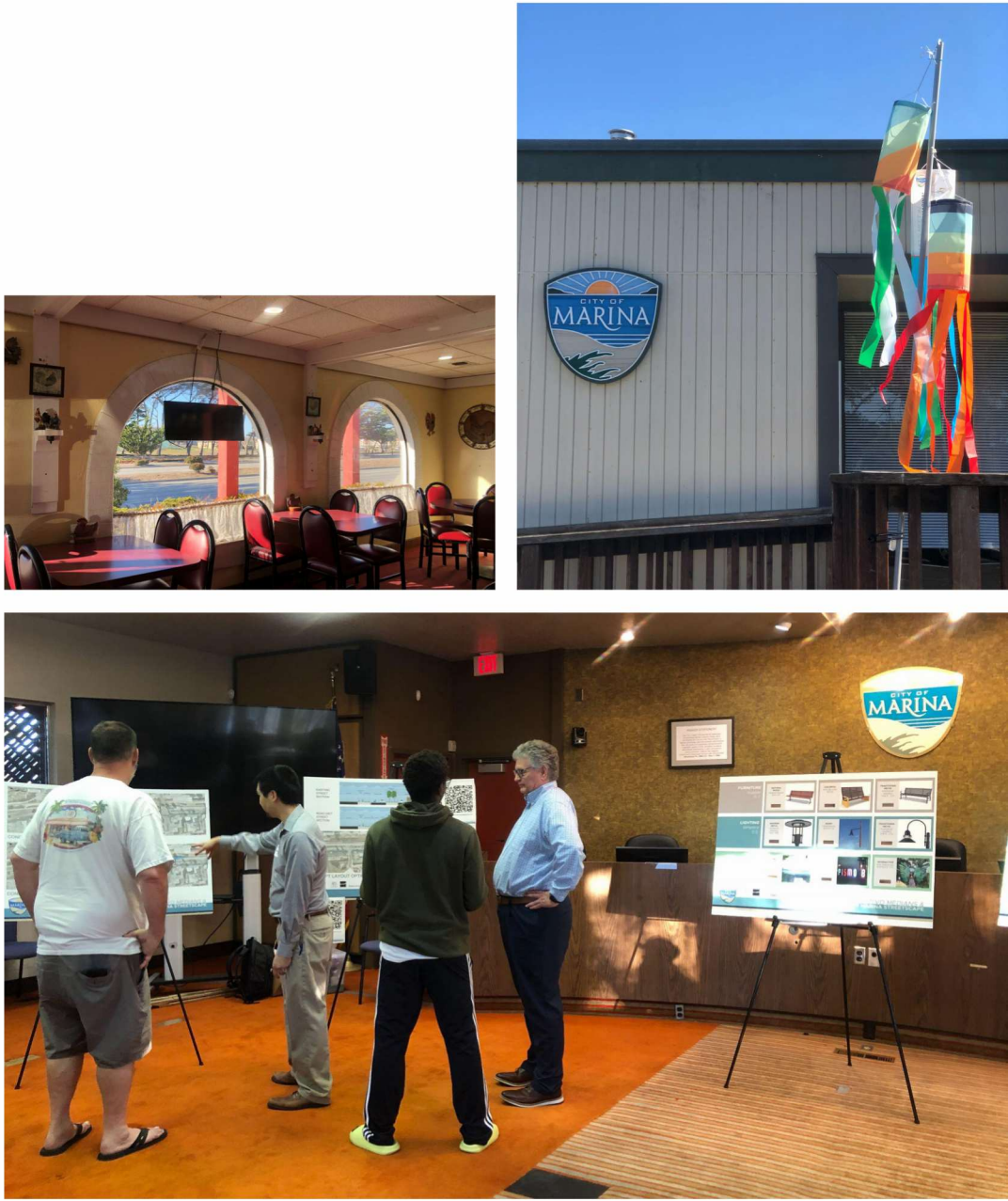
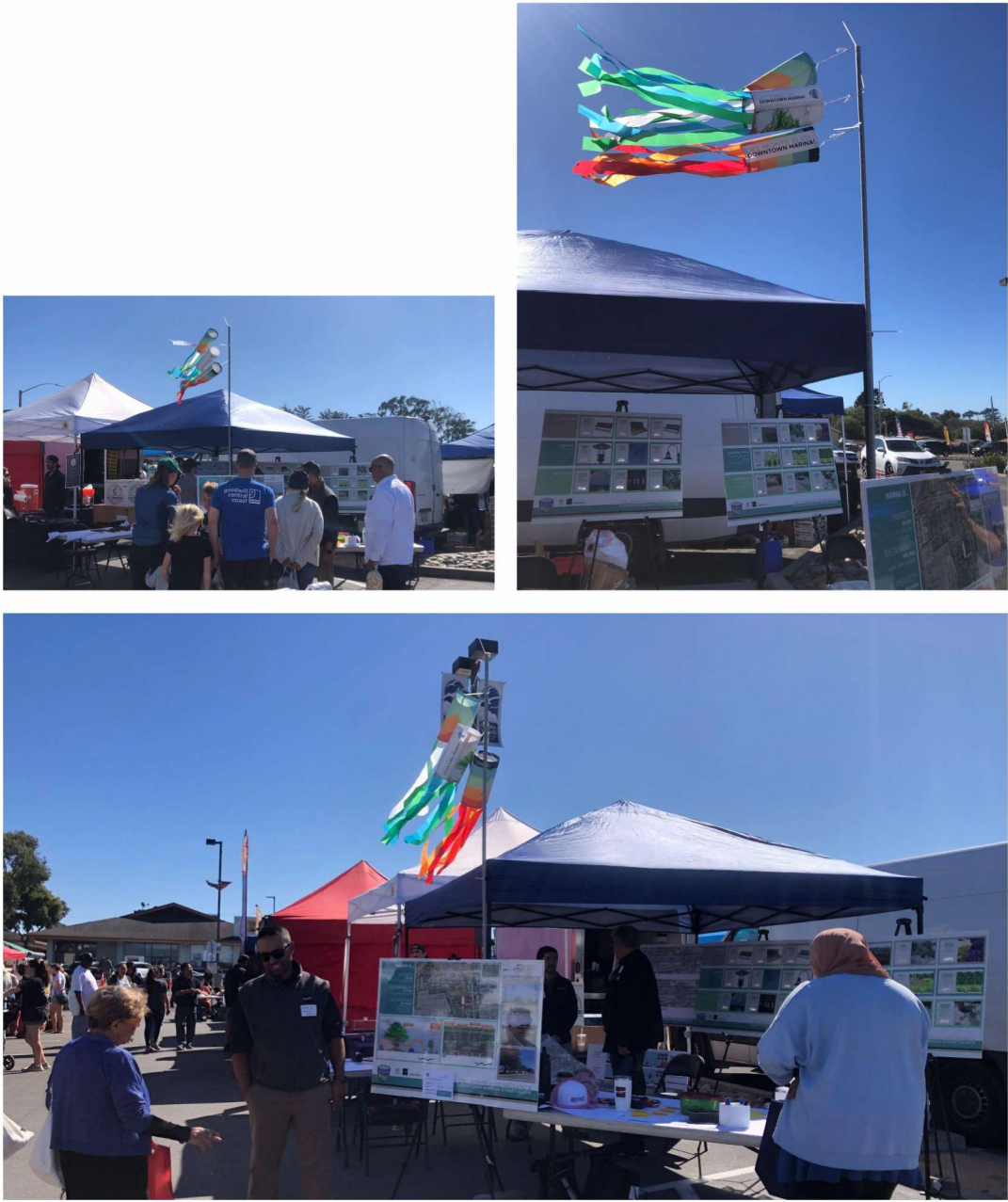
DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

COMMUNITY OUTREACH

Sunday, 10/15
City of Marina Farmer's Market
Over 40 in-person survey participants

Wednesday, 10/18
City Hall
10 in-person survey participants

Sunday, 10/18 - Sunday, 10/29
Online Survey
94 participants



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

COMMUNITY OUTREACH

Marina feels like...

“Disconnected from people who don’t happen to be driving cars”

“A sweet, culturally, and ethnically diverse community on the brink of big change.”

Marina needs...

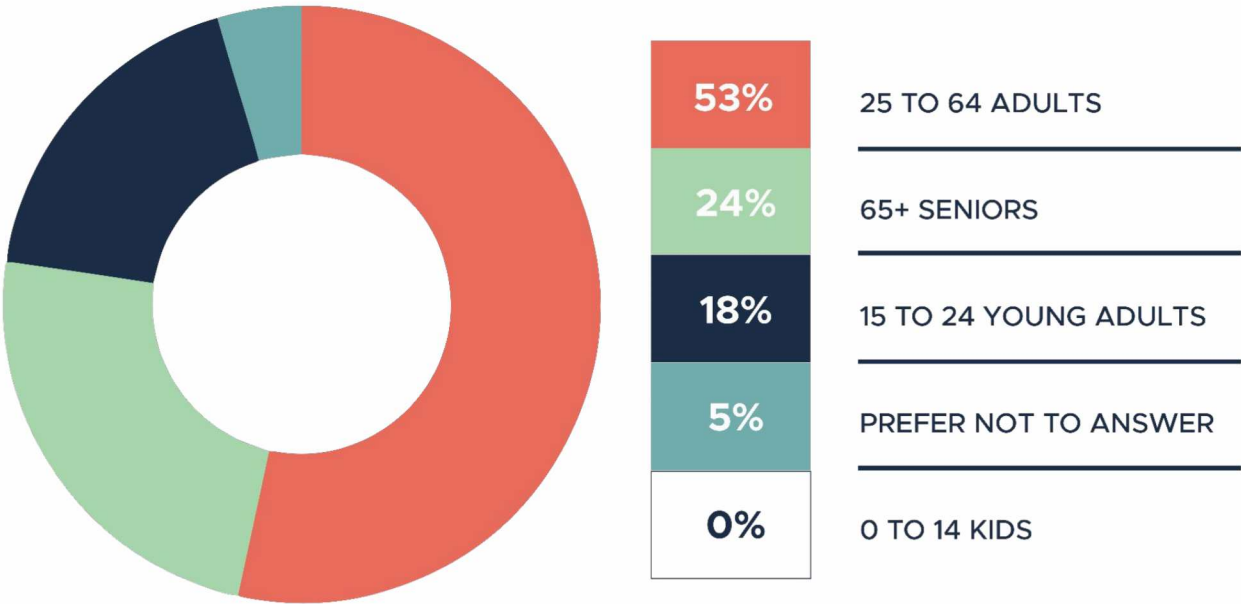
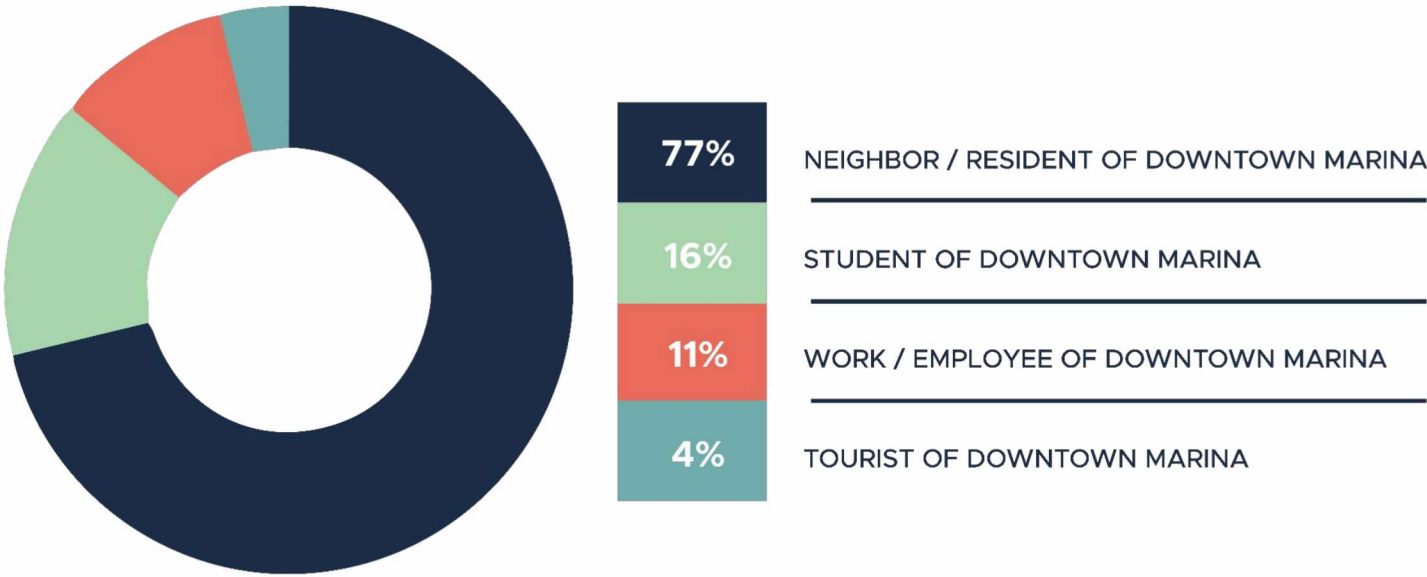
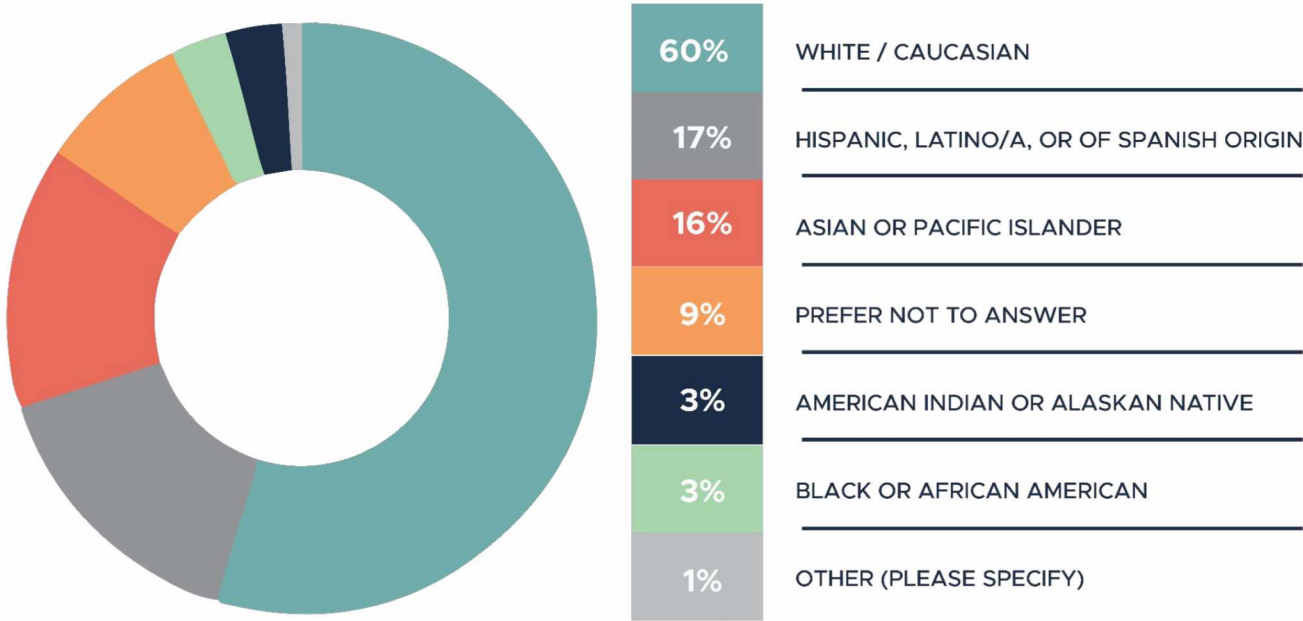
“Safe intersections.”

“A sense of place!”



DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE

PARTICIPANT DEMOGRAPHICS

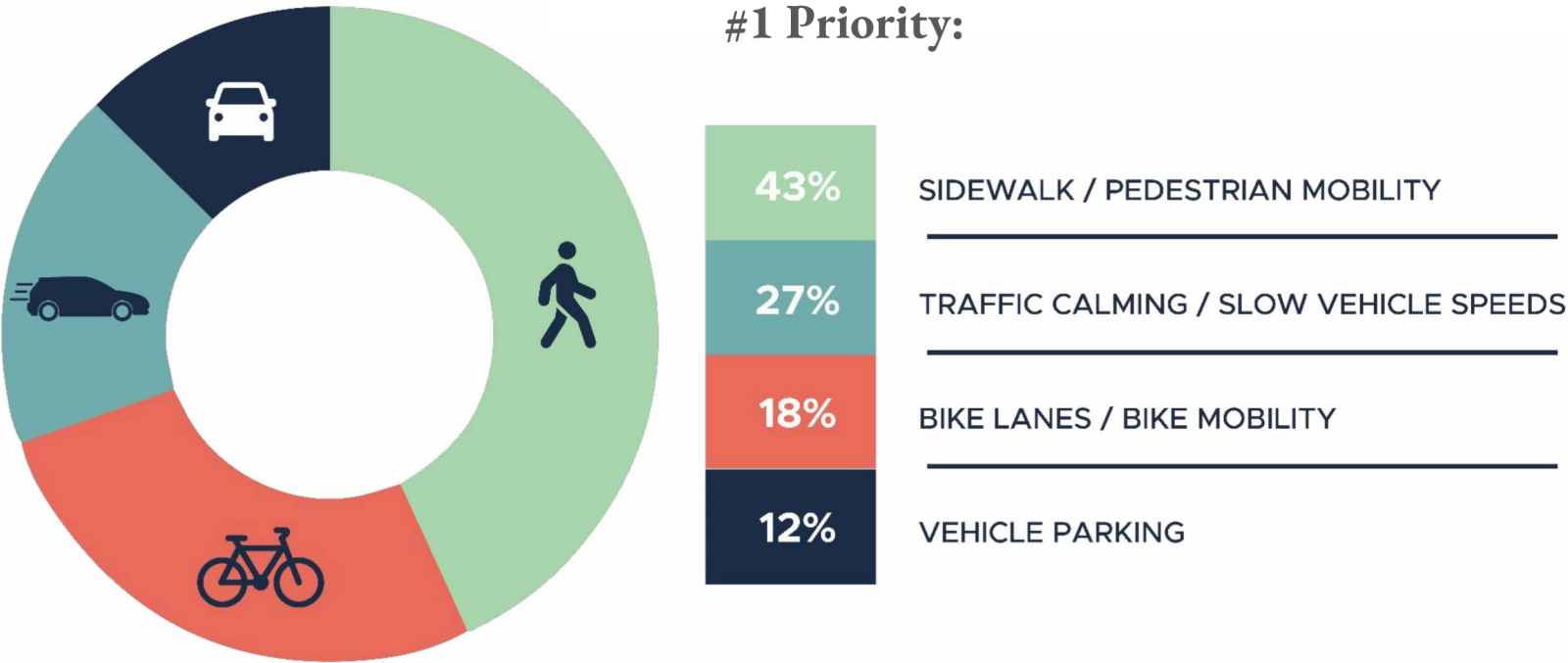
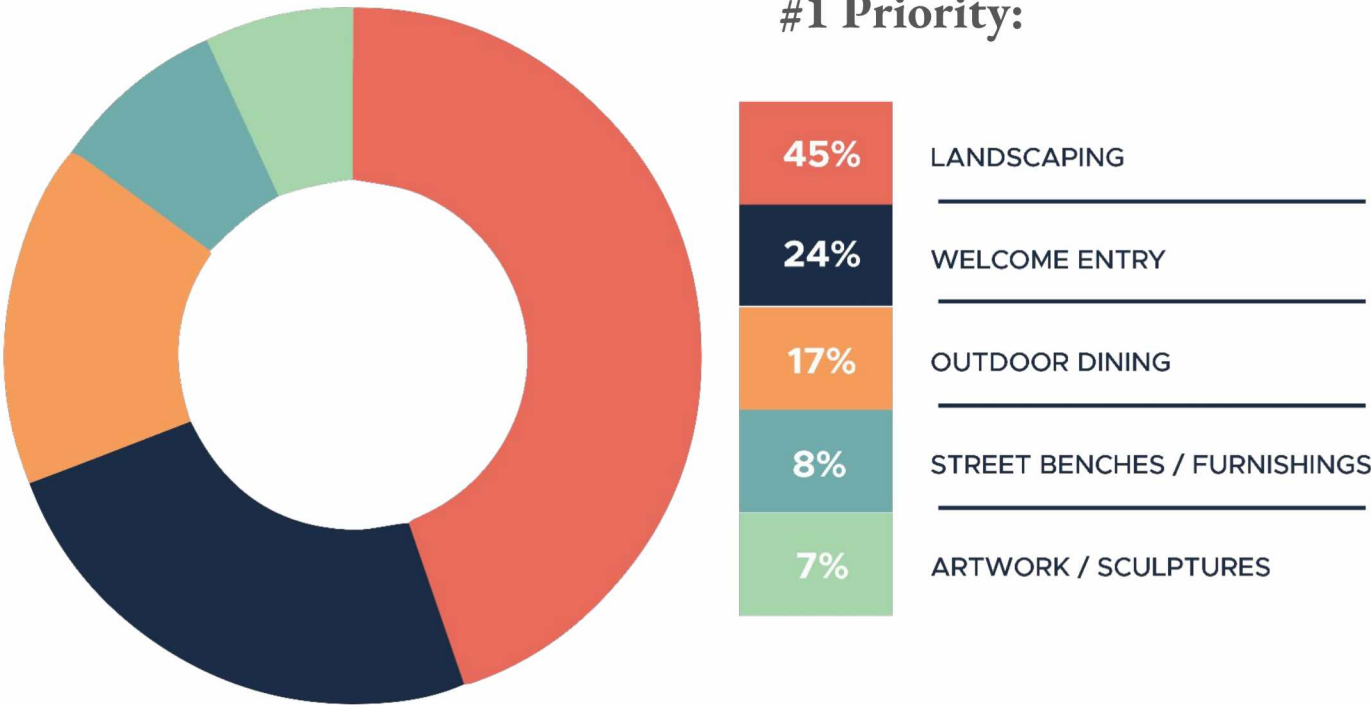


*Self-reported, online, anonymous survey



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

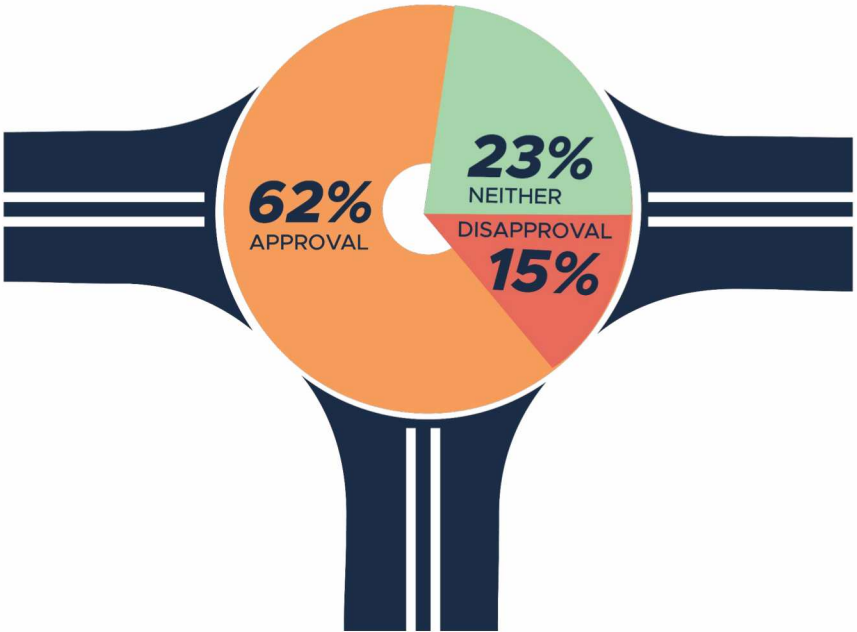
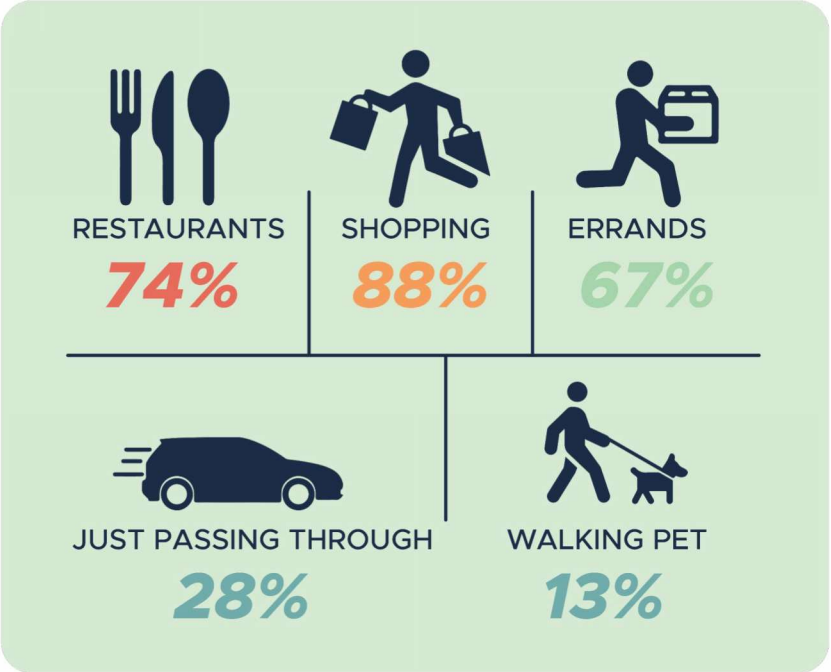
SURVEY FEEDBACK



**Not a statistically relevant survey.*

DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

TRAFFIC SURVEY FEEDBACK

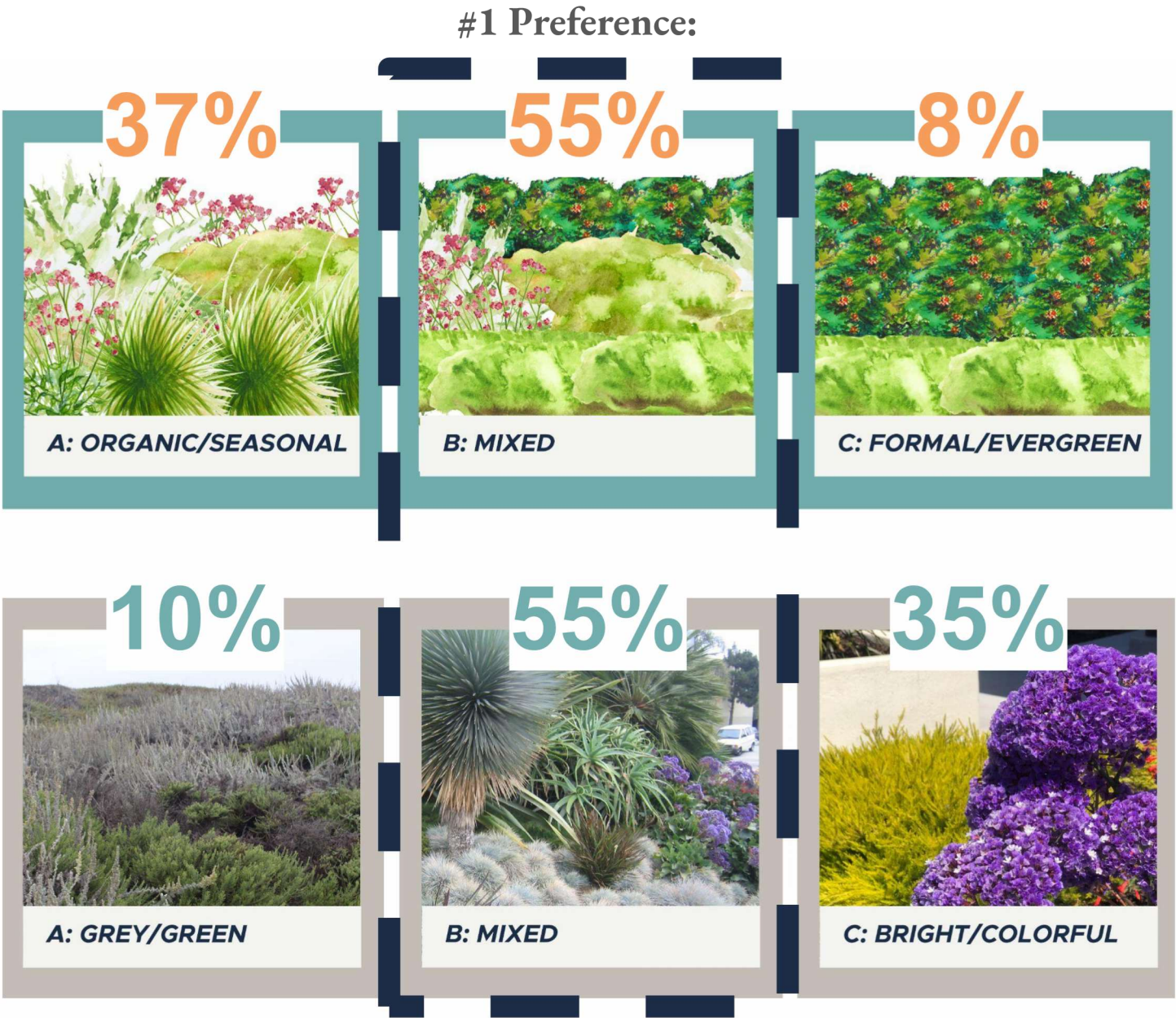


**Not a statistically relevant survey.*

DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

LANDSCAPE SURVEY FEEDBACK

#1 Priority: Drought Tolerant/Water Wise



*Not a statistically relevant survey.

DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

DOWNTOWN MARINA IS...



DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE



A beautiful and safe place
for residents and visitors of Marina
to linger,
to feel at home,
to connect with diverse people (both familiar and new),
to support local businesses,
to walk and move with wellness,
to delight in art, culture, and play.



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



DIVERSITY
SUSTAINABILITY
AUTHENTICITY

DELIGHT

Art, culture, play.

WELLNESS

People, planet, prosperity.

BELONGING

Unique identity, regional context, sense of place.



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETScape

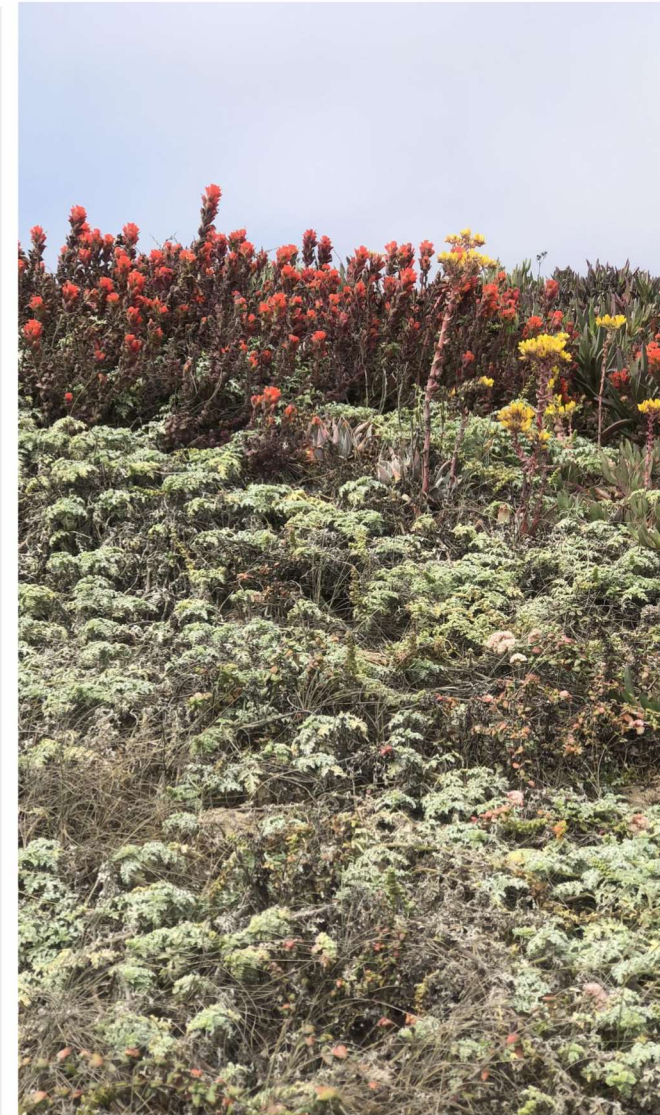


DIVERSITY

Art, culture, play

Delight

- Variety of opportunities to eat, sit, and gather.
- A rhythmic celebration of art and culture.
- Plant communities full of color and year-round appeal.



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

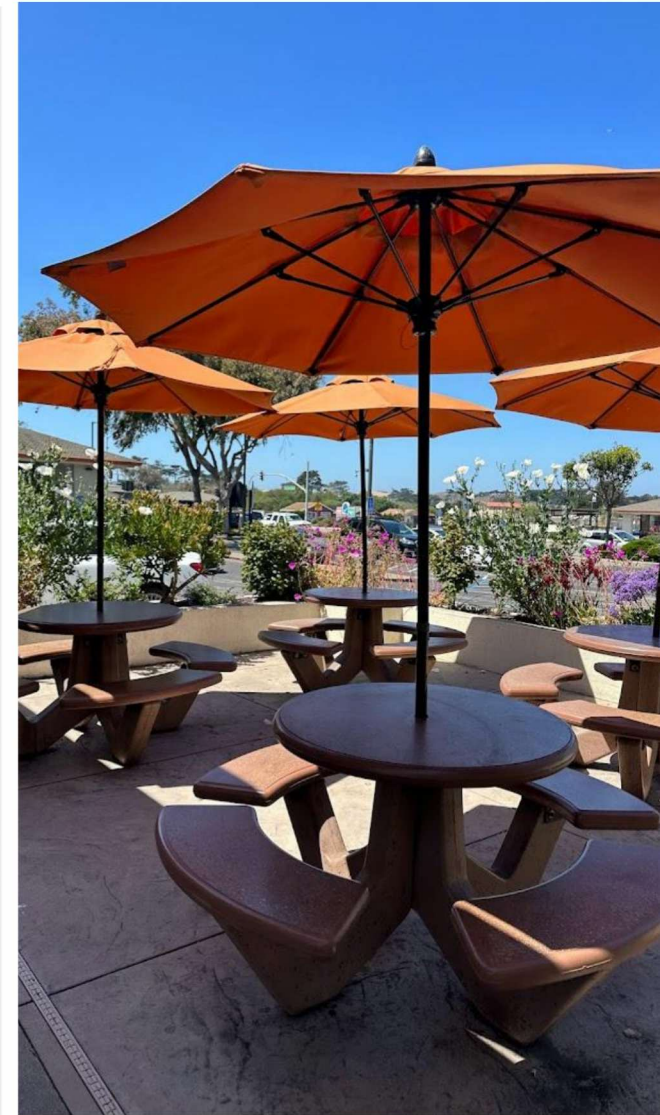


SUSTAINABILITY

People, planet, and prosperity.

Wellness

- Design for walkability and multi-modal transport.
- Reduce, reuse, and repurpose materials and resources.
- Support access, visibility, and growth of local businesses.



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

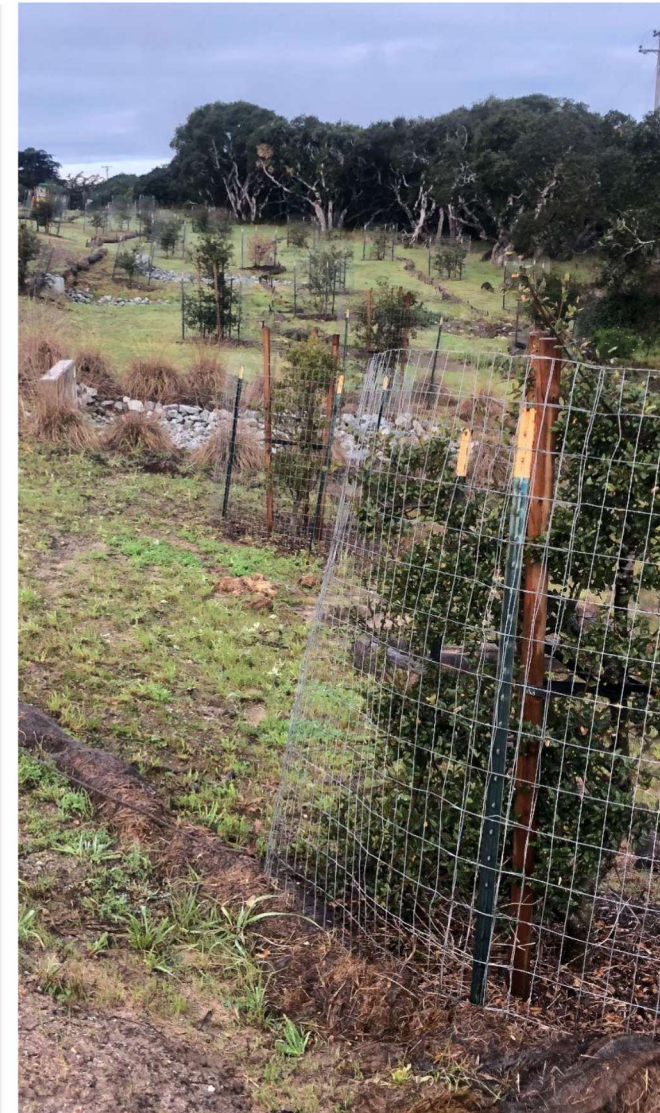


AUTHENTICITY

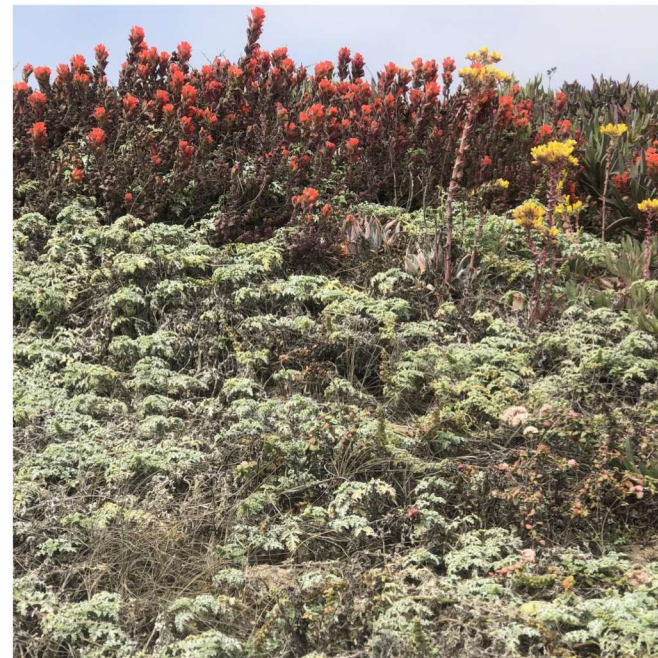
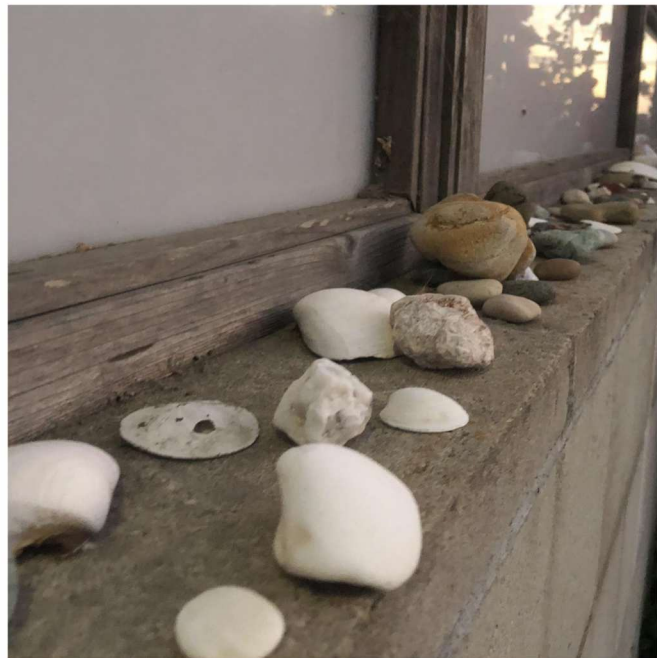
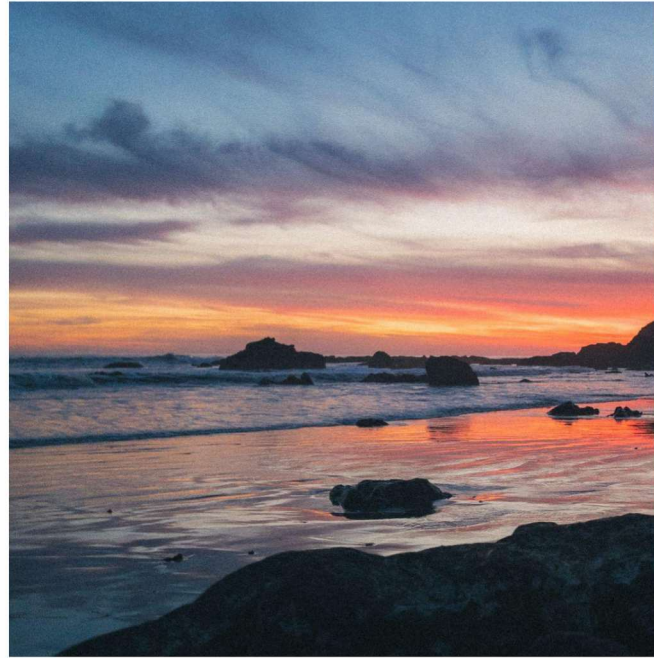
Unique identity, regional context, sense of place.

Belonging

- Climate responsive design that is sensitive to wind, fog, and salt air.
- Friendly and safe for all.
- Feels like home.



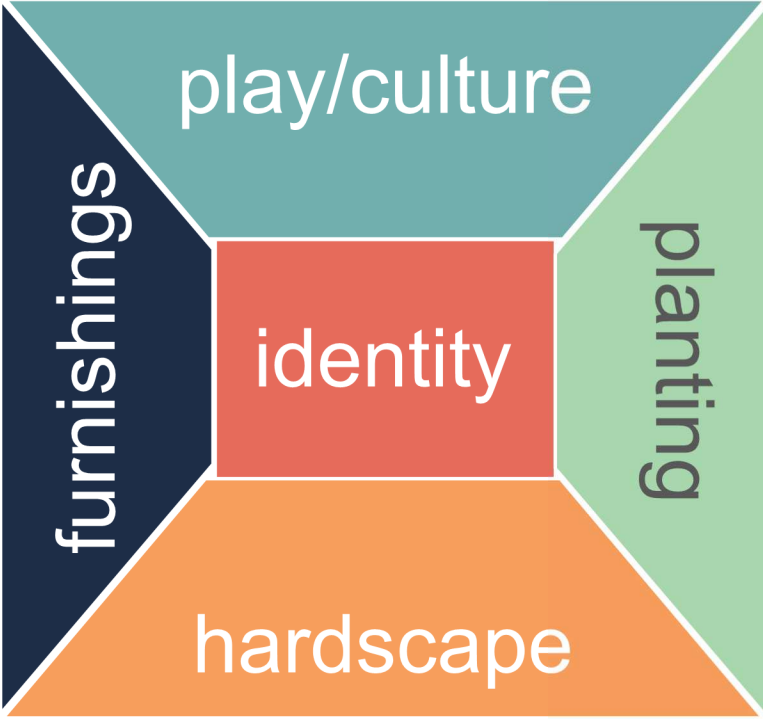
DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



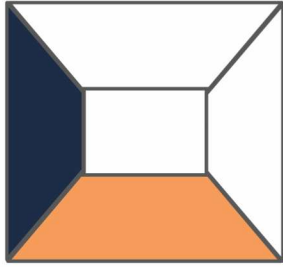
DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



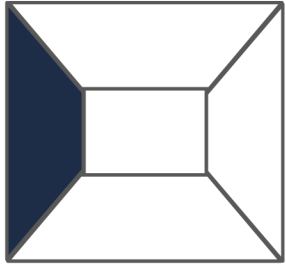
DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



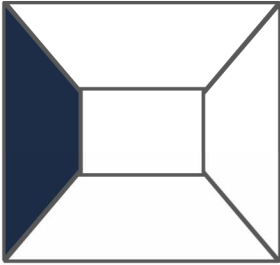
DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



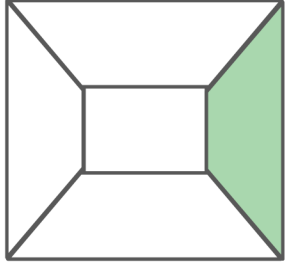
- Low maintenance
- Affordable
- Welcoming/inviting



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



DIVERSITY

- Mix of species and biodiversity
- Mix of colors, textures, & styles

AUTHENTICITY

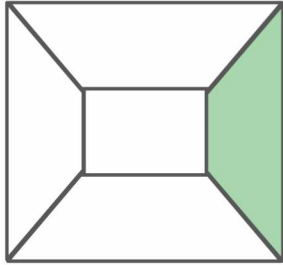
- Maintain existing, healthy trees
- Demonstrated success in the region/microclimate

SUSTAINABILITY

- Appropriate size/space/shape for sightlines, access, and low maintenance.
- Drought-tolerant/Water-wise



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



Ceanothus spp.
Lilac



Diplacus spp.
Monkey Flower



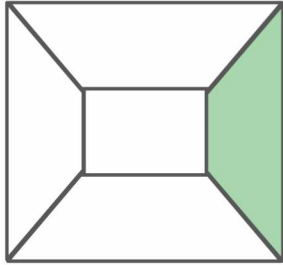
Muhlenbergia rigens
Deer Grass



Rhamnus californica
Coffeeberry



DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE



Arctostaphylos spp.
Manzanita



Rosmarinus spp.
Rosemary



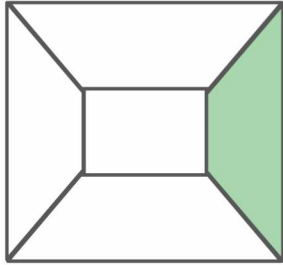
Eriogonum spp.
Buckwheat



Cistus 'Sunset'
Sunset Rockrose



DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE



Achillea millefolium
Yarrow



Lomandra 'Breeze'
Lomandra



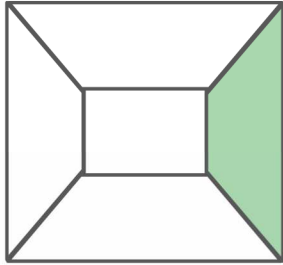
Erigeron glaucus
Seaside Daisy



Limonium perezii
Statice



DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE



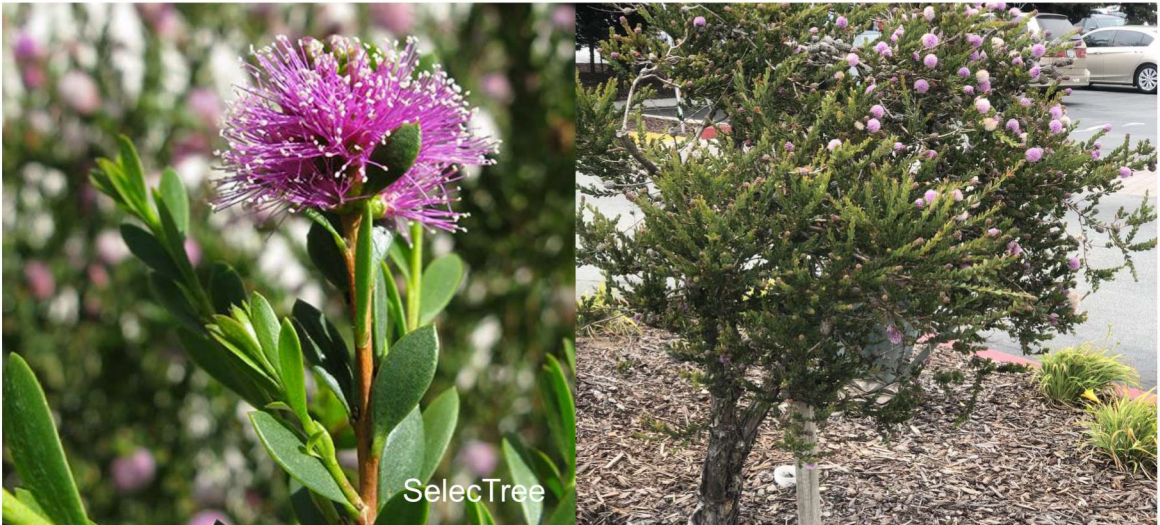
Platanus x acerifolia 'Columbia'
Columbia London Plane Tree



Metrosideros excelsa
New Zealand Christmas Tree



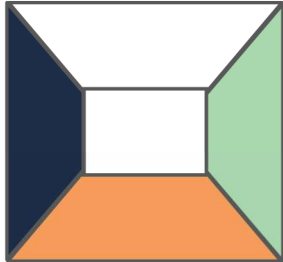
Arbutus 'Manna'
Strawberry Tree



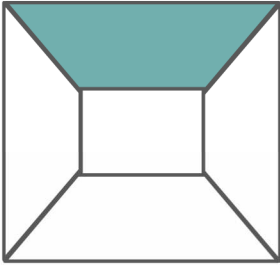
Melaleuca nesophila
Pink melaleuca



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE

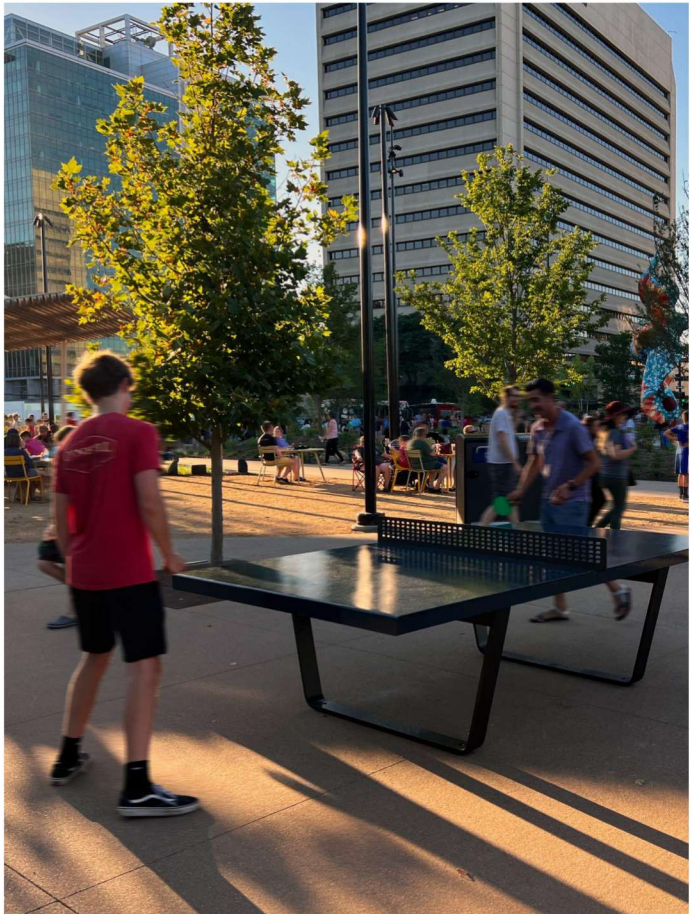
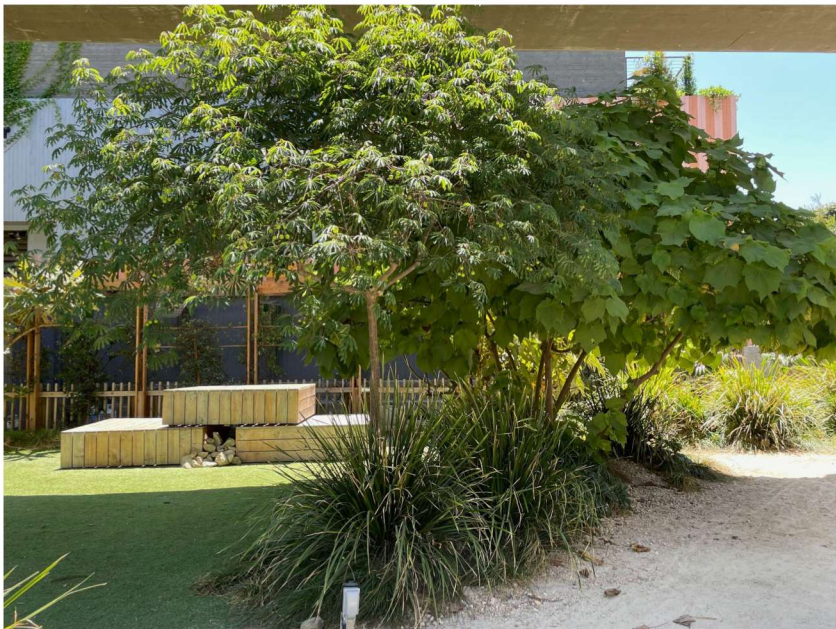


Belonging

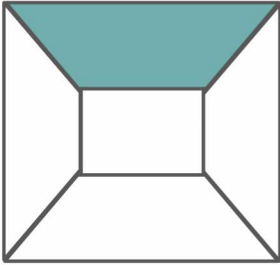
Cultural celebrations

All ages and abilities

- Youth SPOT (By PLAYCE)
- Social (*hang out, sheltered, safe*)
- Playful (*play, recreate, create*)
- Open (*visible, safe, accessible*)
- Town (*central, close to shops, relevant*)



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

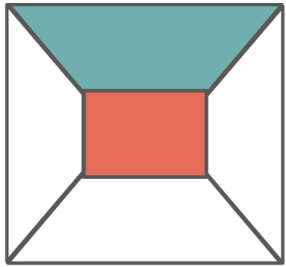


Delight

- Play
- Art
- Culture

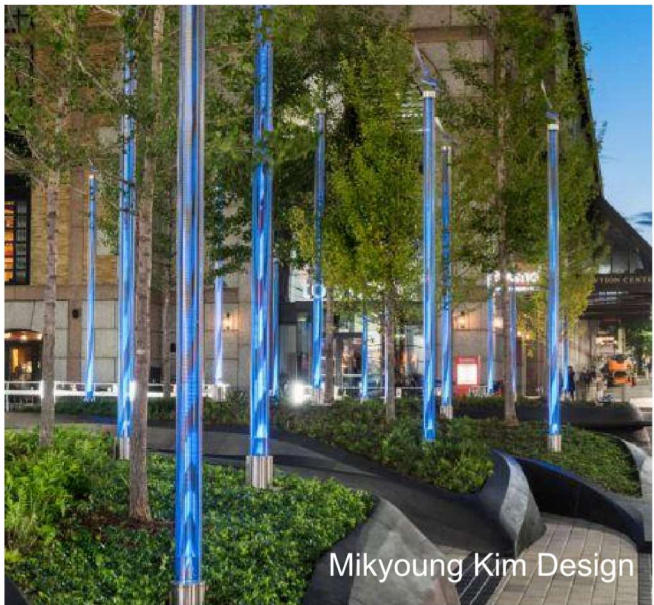
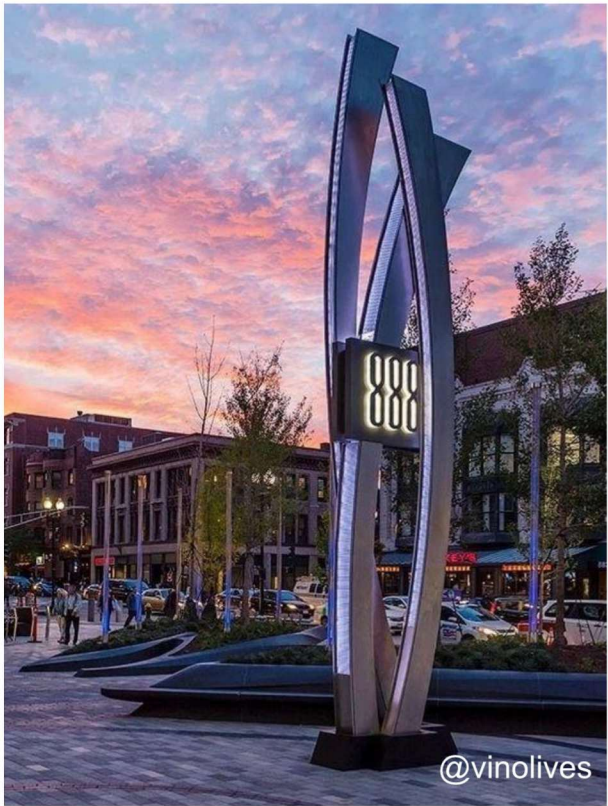


DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

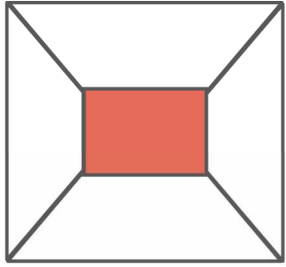


Lighting

- Unique
- Safety day/night
- Celebrations

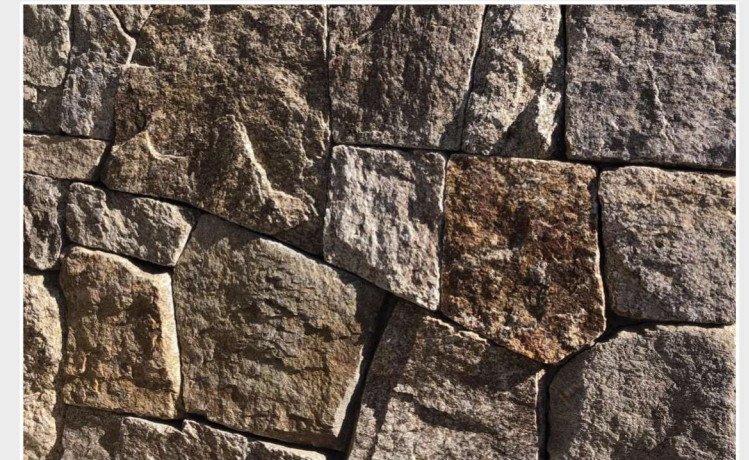
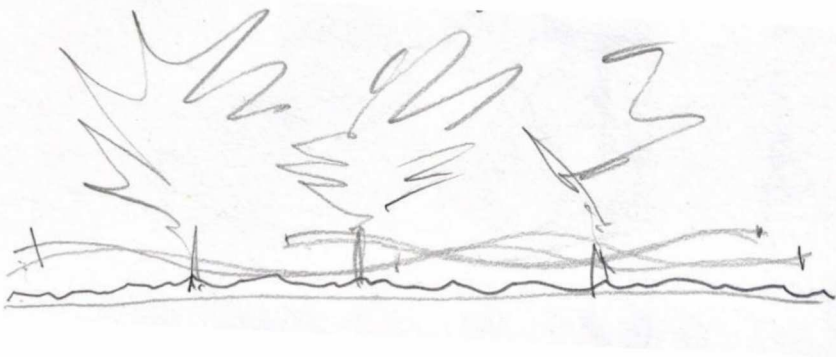
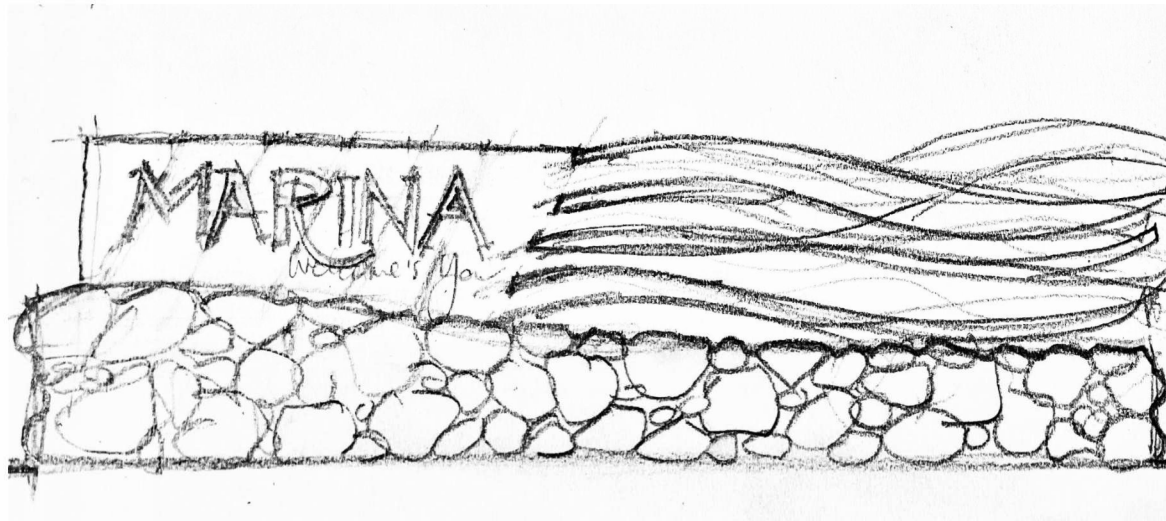
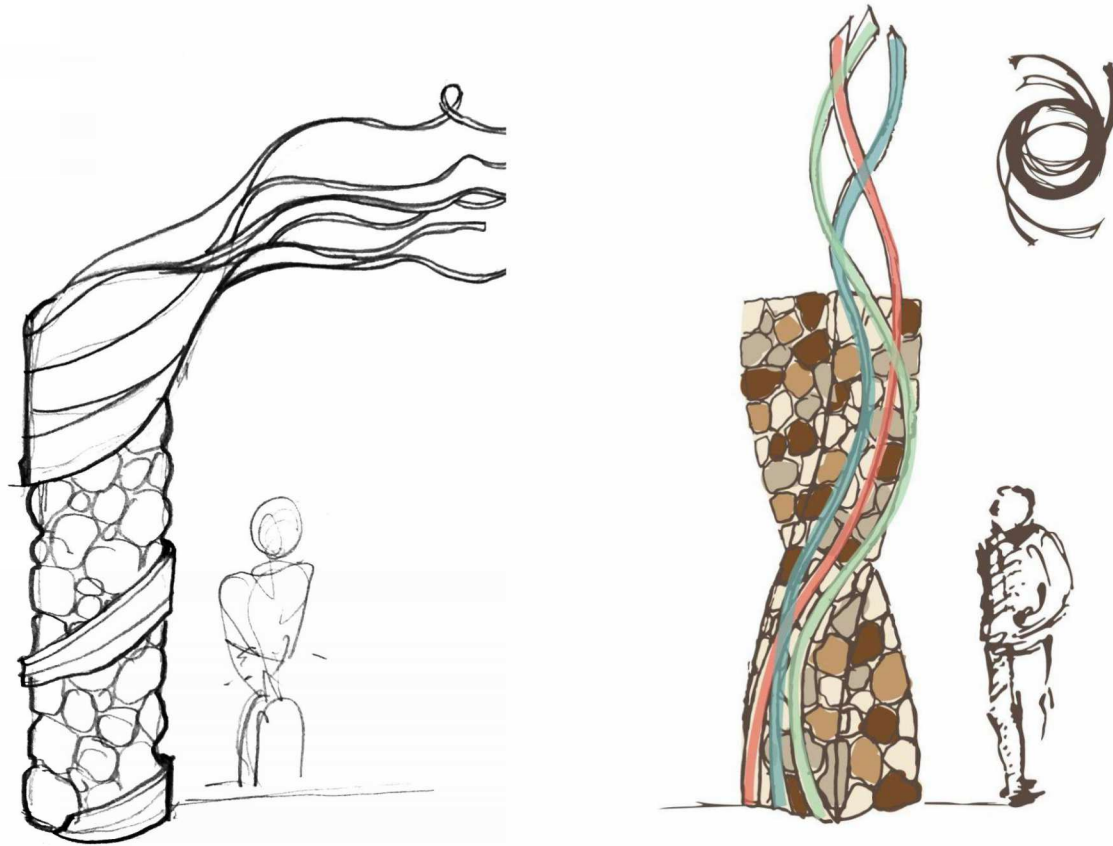


DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE



Identity

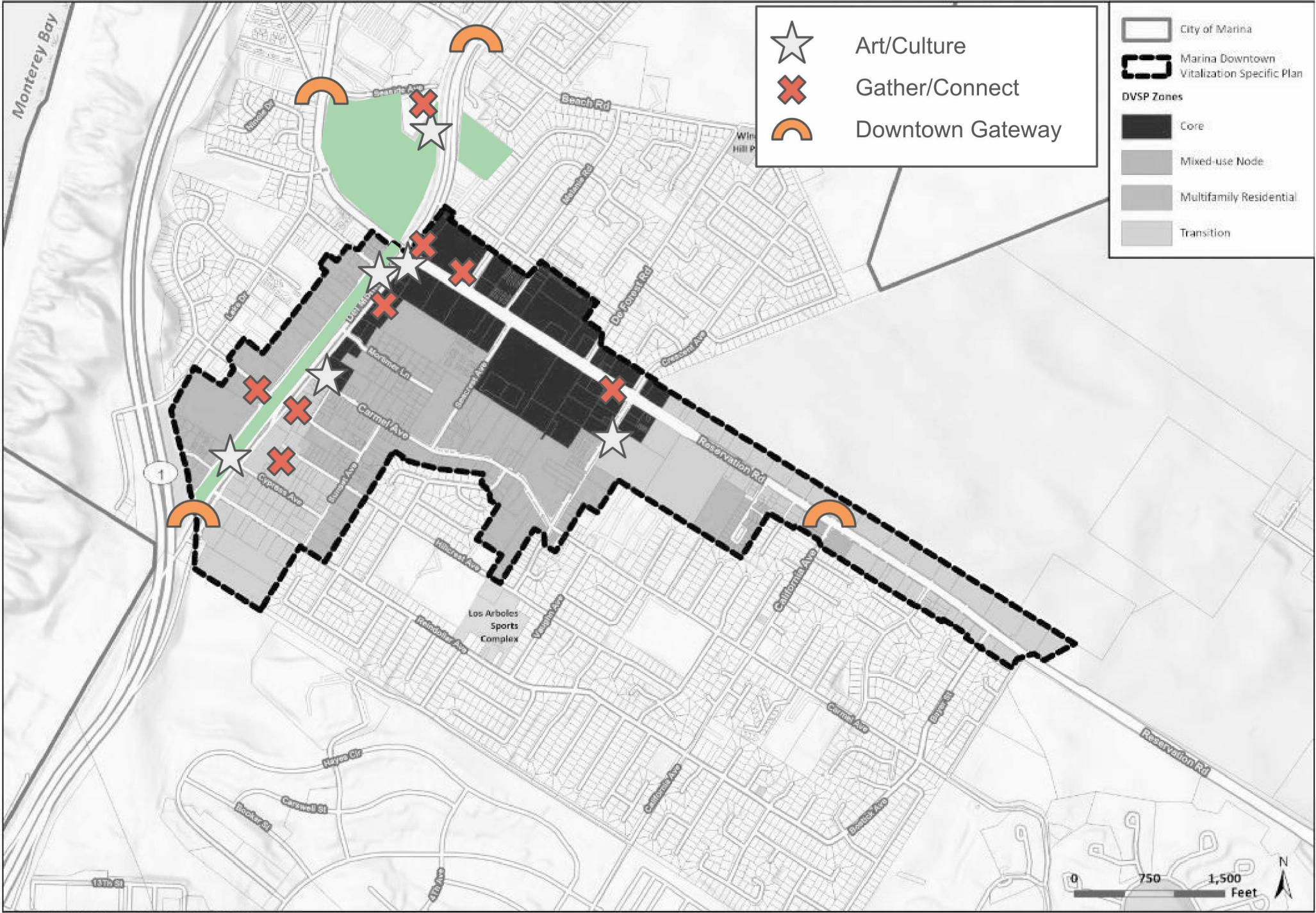
- Welcoming entry
- Sense of place



Conceptual, artistic representation, not for construction



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



Imagery provided by Esri and its licensors © 2023.
Additional data provided by the City of Marina, 2022.

Map 4-1. Land Use Plan



DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE

PROJECT PHASING/COORDINATION

1. **Beautify Del Monte Blvd. Medians**
2. Del Monte/Reservation Intersection Improvements (approved/funded)
3. Gateway Entry Improvements to Downtown and City of Marina
4. Streetscape Improvements
 - a. Roadway Modifications (auto/bike/sidewalk)
 - b. Pedestrian Improvements (furniture, lighting, parkway/street trees)



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETScape



Conceptual, artistic representation, not for construction



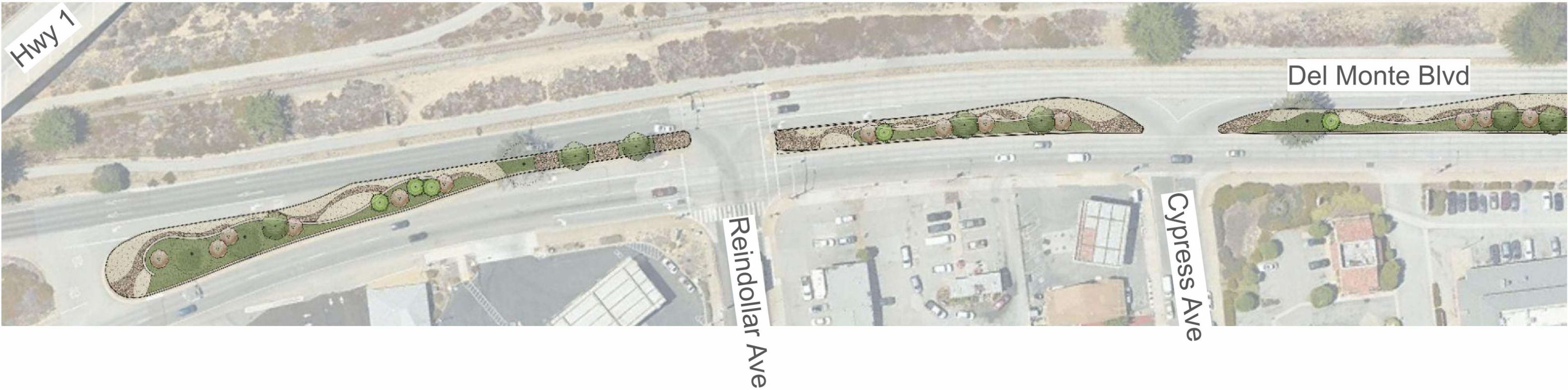
DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE



Conceptual, artistic representation, not for construction



DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE



Conceptual, artistic representation, not for construction



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



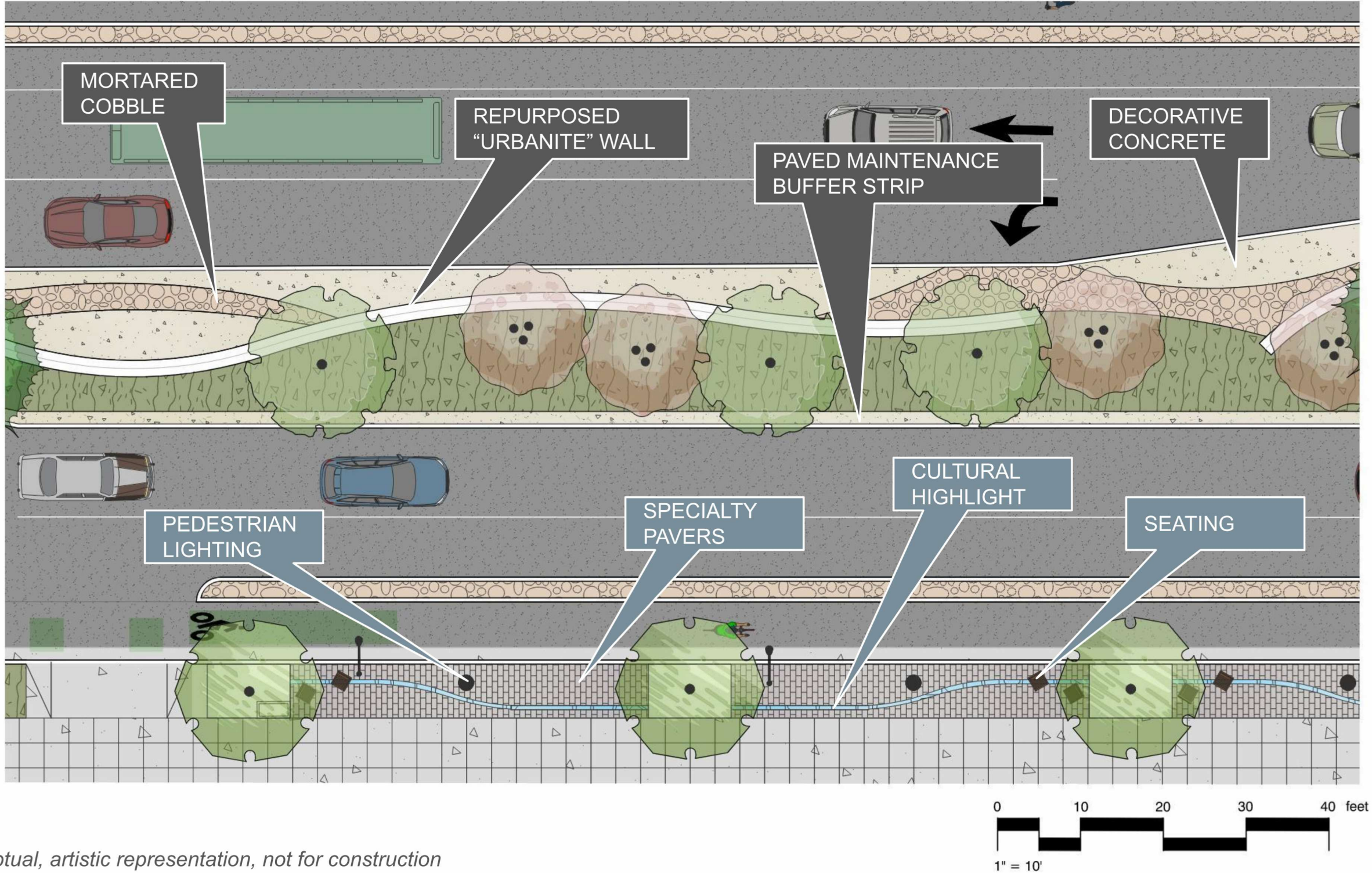
Conceptual, artistic representation, not for construction

DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



Conceptual, artistic representation, not for construction

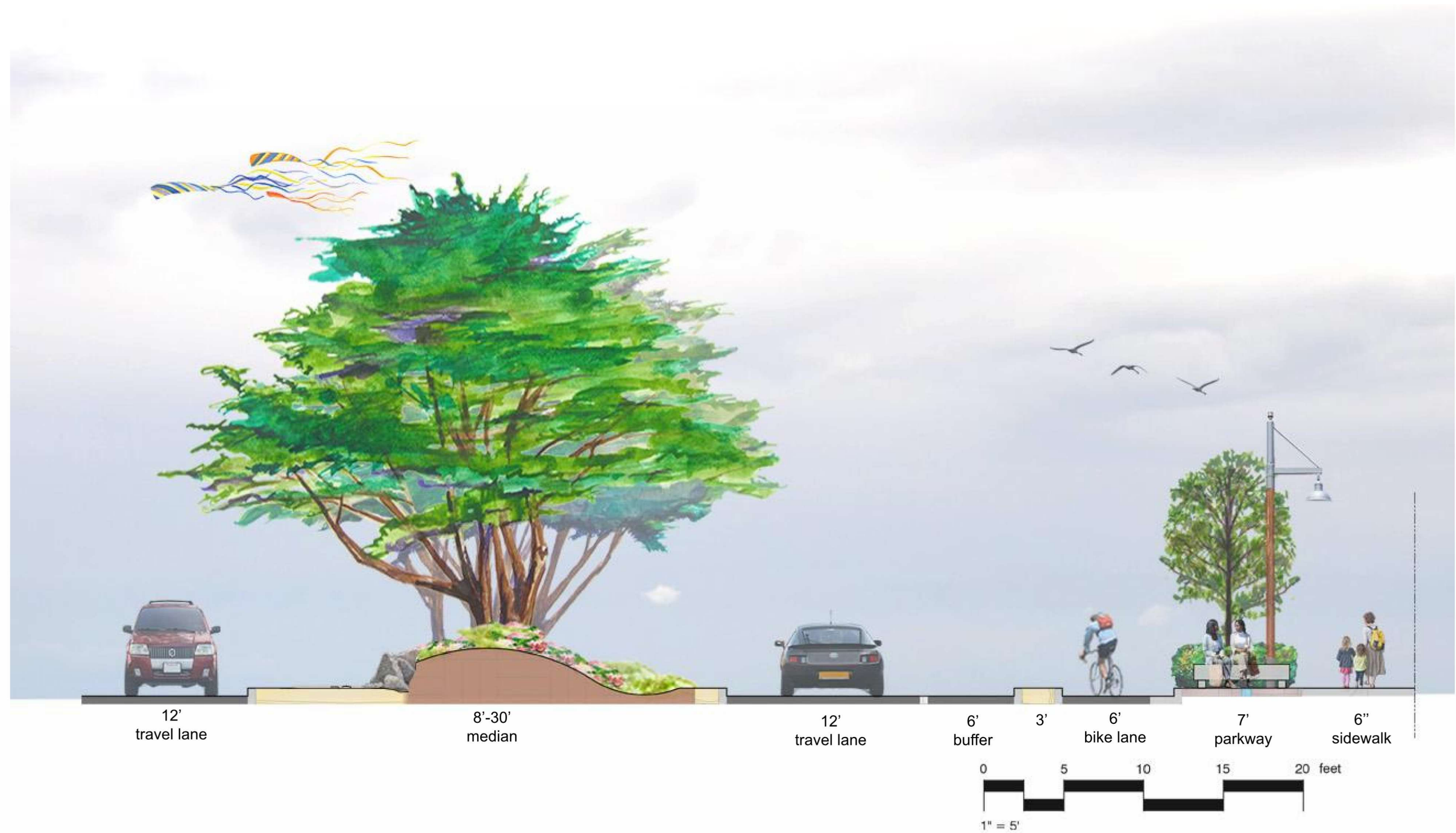
DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



Conceptual, artistic representation, not for construction



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



Conceptual, artistic representation, not for construction



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

PHASE ONE: DEL MONTE MEDIANS ONLY

Installation:

66,000 square feet (1.5 acres)

- 50% landscape
- 50% hardscape (3-10x more than landscape)

\$2 - 2.5 million

Maintenance activities:

- Weed control
- Pest/rodent control
- Prevention/repair erosion control
- Trash collection
- Tree pruning
- Landscape/irrigation (3-10x more than hardscape)

\$30,000 - \$50,000/year

Conceptual budget assumptions, subject to change.



**DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE**



EXISTING



DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE



PROPOSED VIEW

Conceptual, artistic representation, not for construction



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE



NORTHBOUND VIEW

Conceptual, artistic representation, not for construction



DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE



SOUTHBOUND VIEW

Conceptual, artistic representation, not for construction



DEL MONTE BLVD MEDIANS DOWNTOWN MARINA STREETSCAPE

LANDSCAPE & TRAFFIC COORDINATION



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

Del Monte Blvd Multimodal & Road Diet Traffic Analysis

December 2023



Kimley»Horn

Traffic Analysis Objectives

Determine a feasible Del Monte Boulevard roadway design consistent with the vision for a unique, vibrant, and pedestrian friendly downtown Marina

1. Compliment the Del Monte Boulevard Median Project
2. Utilize existing travel lanes to provide multimodal improvements (road diet) for bikes and pedestrians
3. Create a thriving downtown environment by improving multimodal safety and access
4. Maintain acceptable traffic operations

Traffic Analysis Overview

1. Traffic Volumes
2. Del Monte Blvd Layout Alternatives
3. Traffic Analysis & Simulations
4. Summary & Recommendations

Traffic Operations Summary

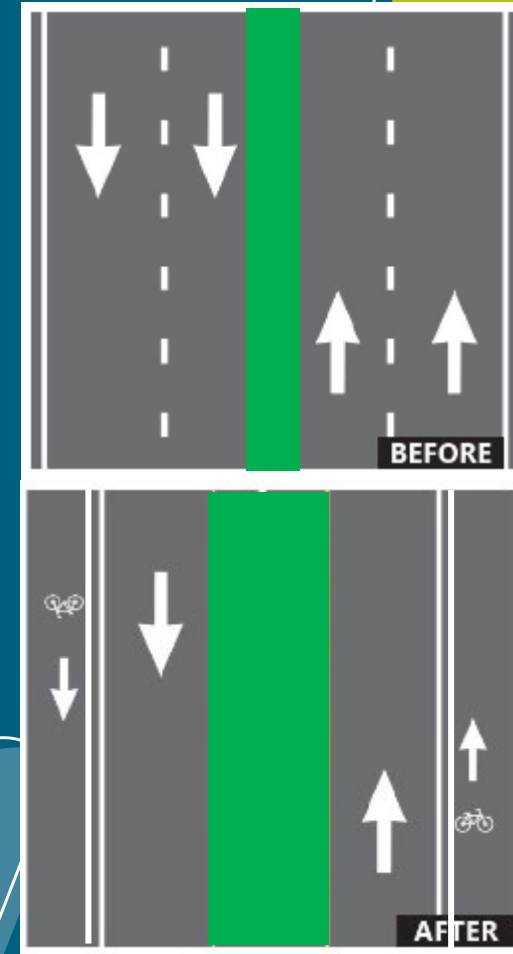
- A multi-modal street design with road diet and traffic calming improvements is a feasible solution to meet the vision and goals of downtown Marina
- Roundabout Layout is feasible
 - Recommend a Road Diet with 1 southbound (SB) lane and 2 northbound (NB) lanes to Palm
 - Reindollar Intersection 2-lane NB, 2-lane SB
 - Palm Intersection 2-lane NB, 1-lane SB
- Signal Layout is feasible
 - Recommend a Road Diet with 1 southbound (SB) lane and 2 northbound (NB) lanes to Palm
- The Reservation/Del Monte signal will remain and include multimodal improvements from grant funding

Traffic Volumes

- 2018 Traffic Counts (Pre-COVID)
 - Volumes are 2% higher than 2023 counts
- 2040 Traffic forecasts from AMBAG Travel Demand Model
 - Volumes are 20% higher than 2018 counts
 - 2040 volumes used in traffic analysis
 - Marina Downtown Plan
 - Regional and other city growth

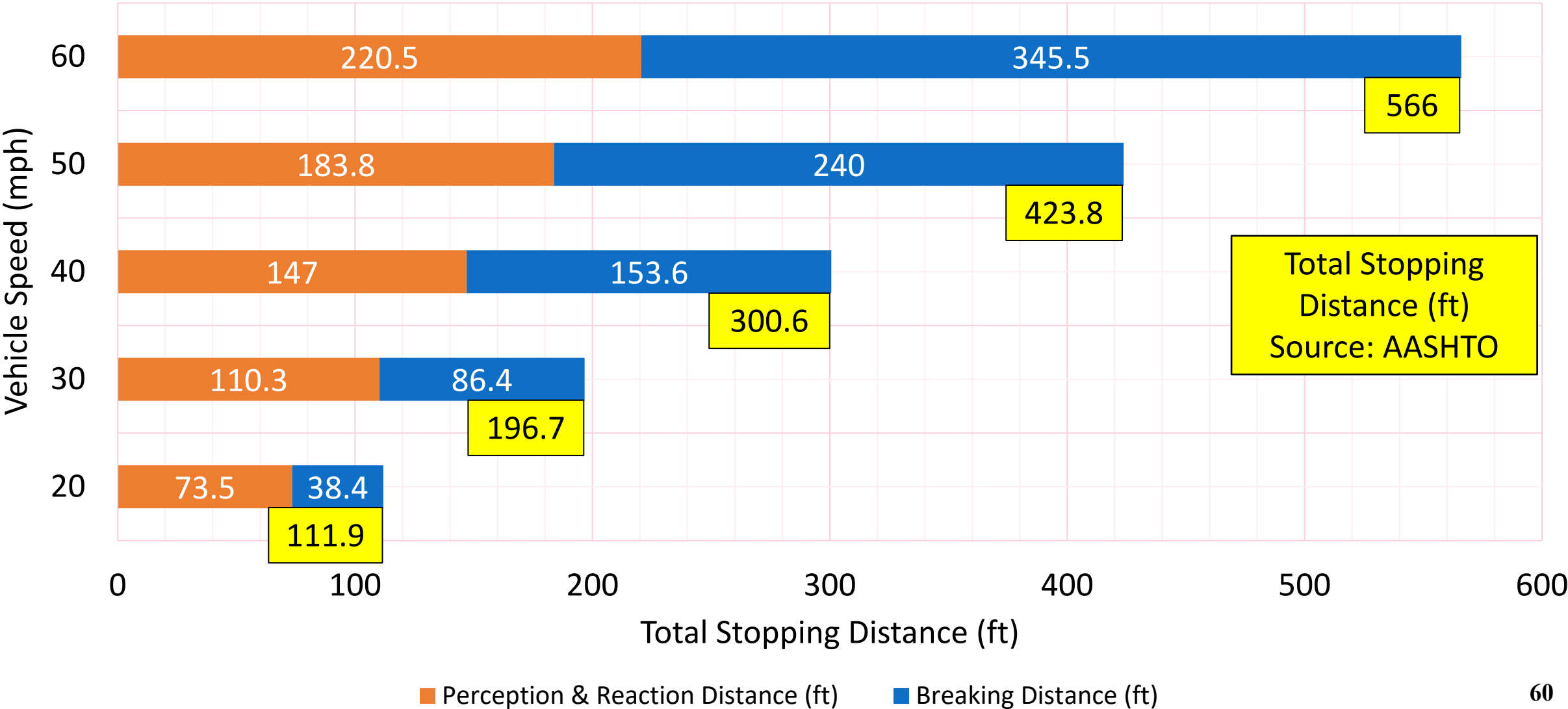
Del Monte Blvd Layout Alternatives

1. Existing 4-Lane Roadway with Signals
2. Proposed Roadway with Multi-lane Roundabouts
 - 2 NB Lanes from Reindollar to Palm, 1 SB Lane
3. Proposed Roadway with Signals
 - 2 NB Lanes from Reindollar to Palm, 1 SB Lane

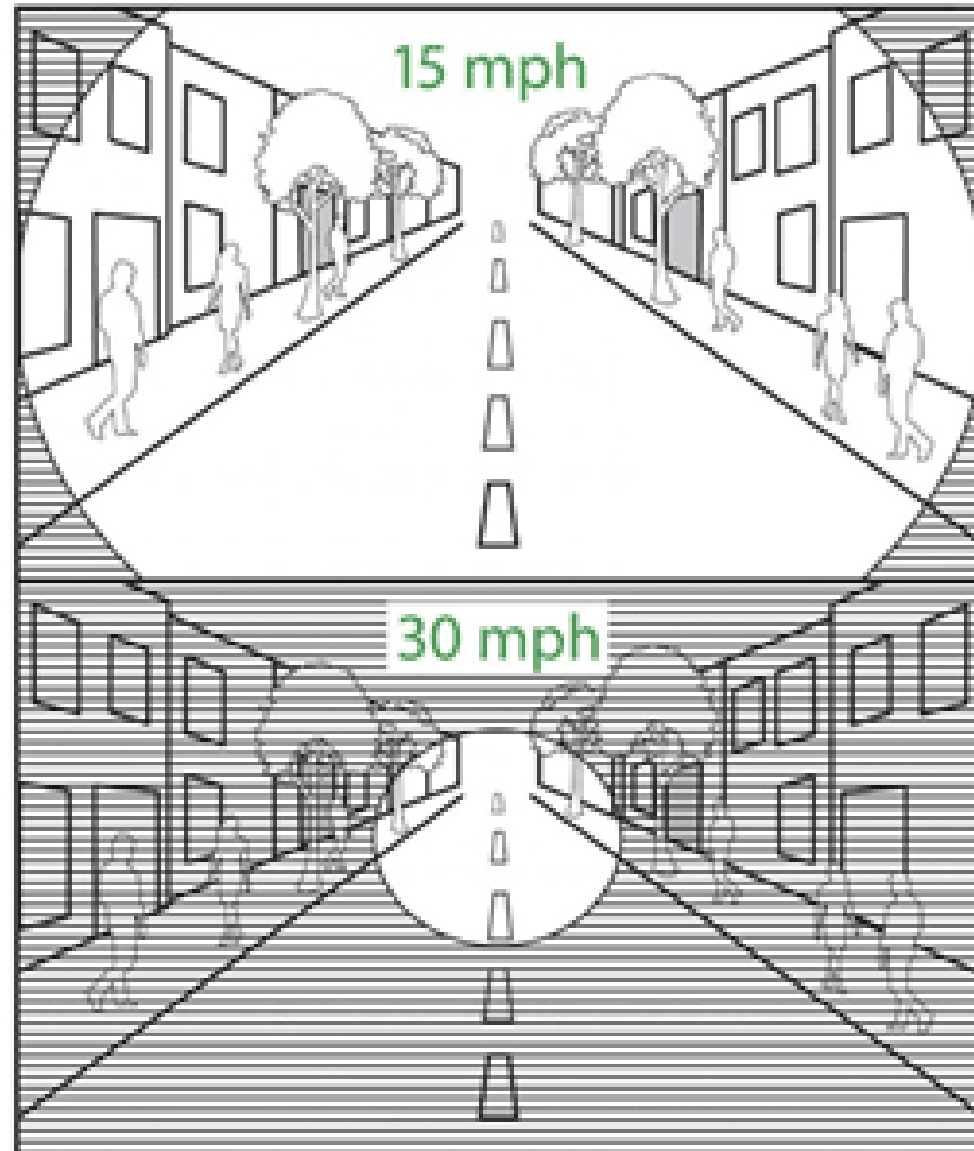


Source: ITE

Travel Speed Impact to Stopping Distance

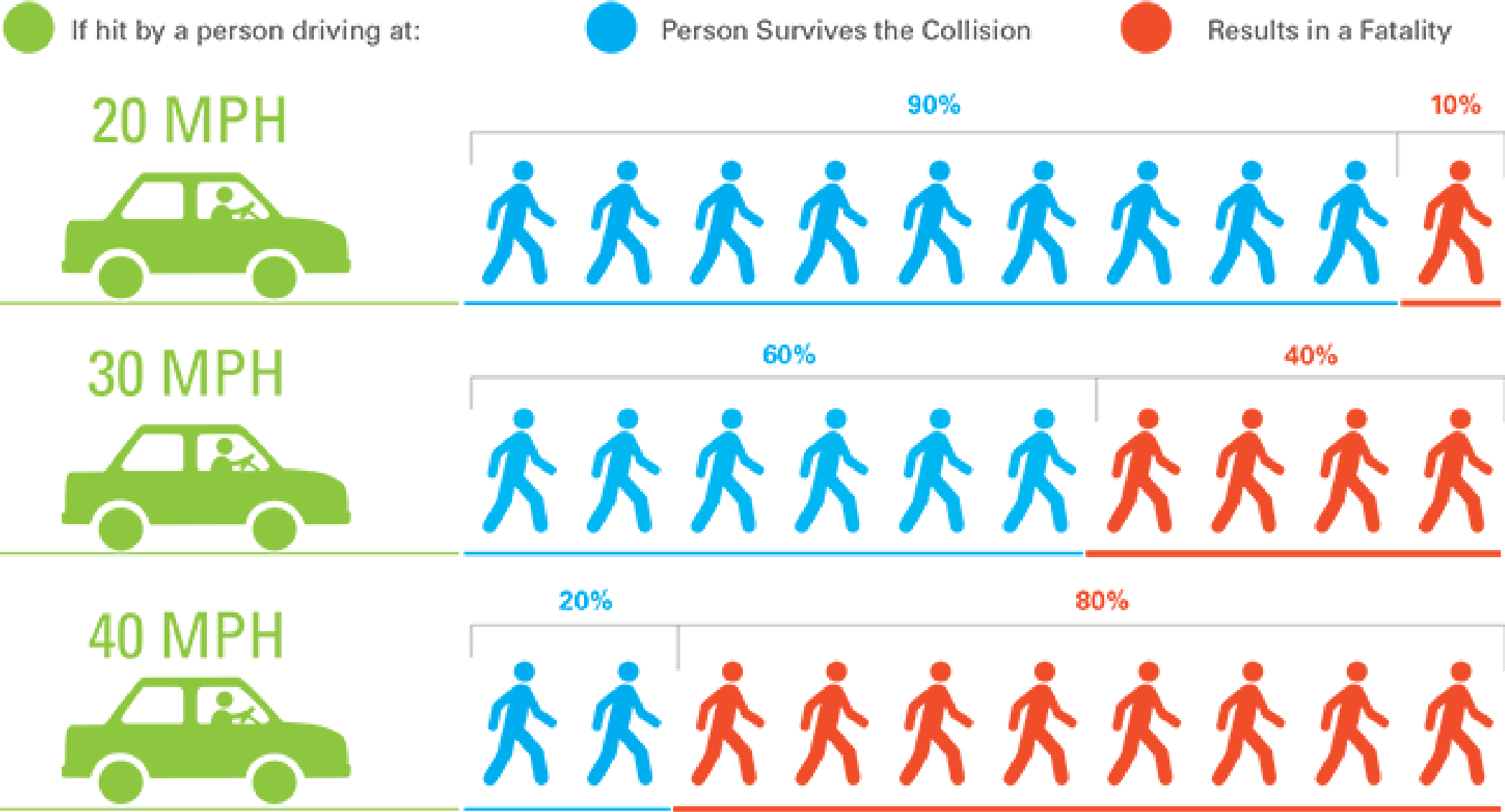


Travel Speed Impact to Driver Vision



Source: ITE

Travel Speed Impact to Pedestrian Fatality



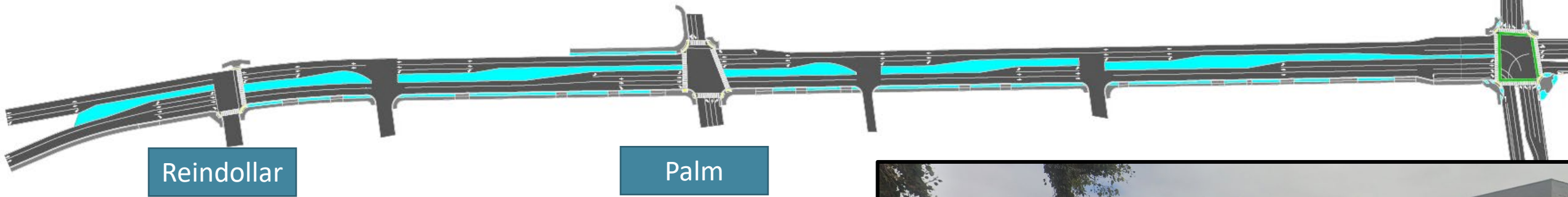
Source: ITE

Del Monte Layout

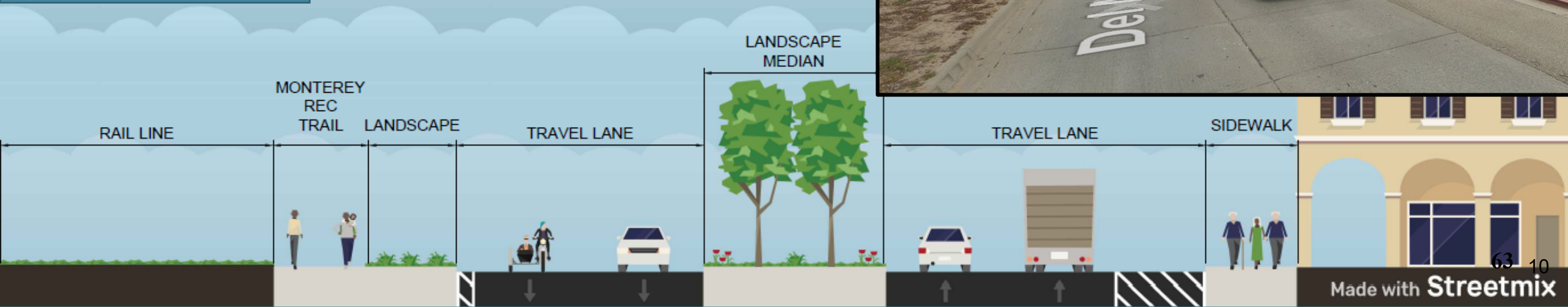
Existing 4-Lane Roadway - Signals

EXHIBIT A

Reservation

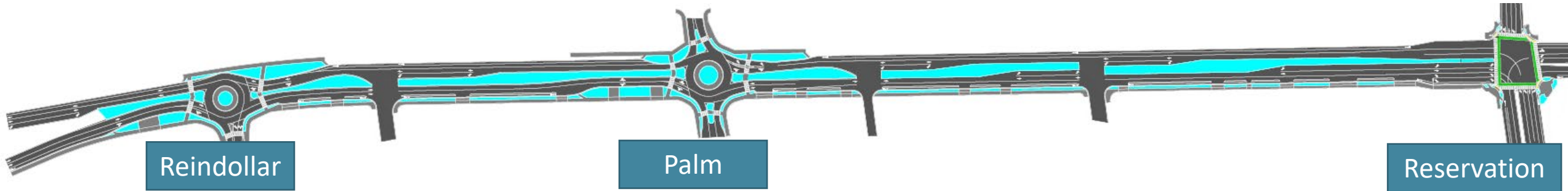


Existing Cross-Section

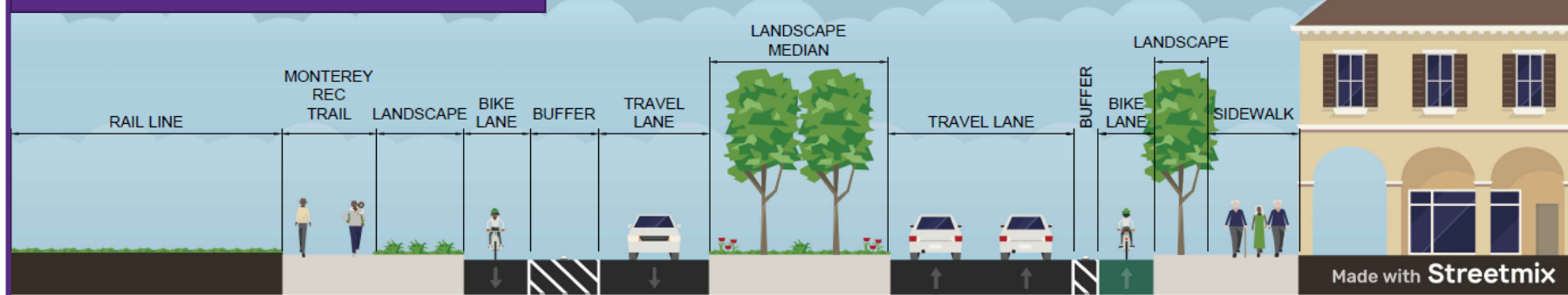


Del Monte Layout Proposed Roadway - Roundabouts

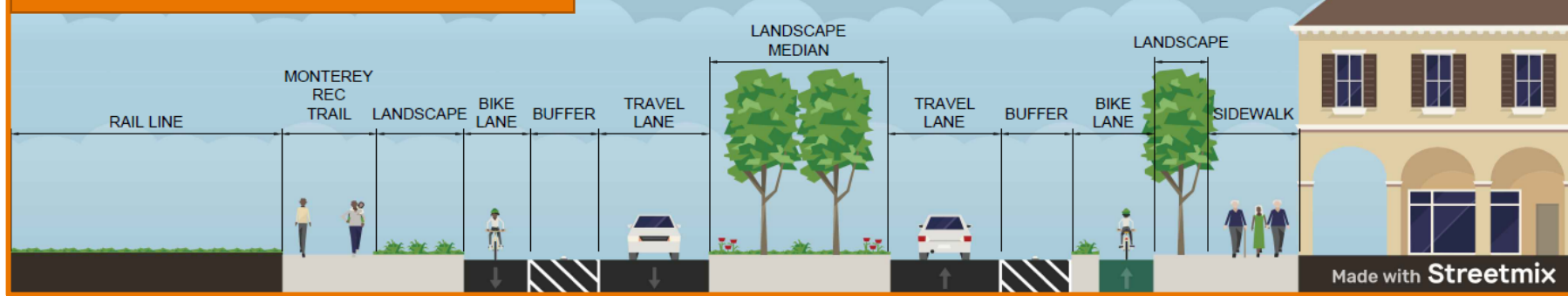
EXHIBIT A



Reindollar to Palm (2NB, 1SB)

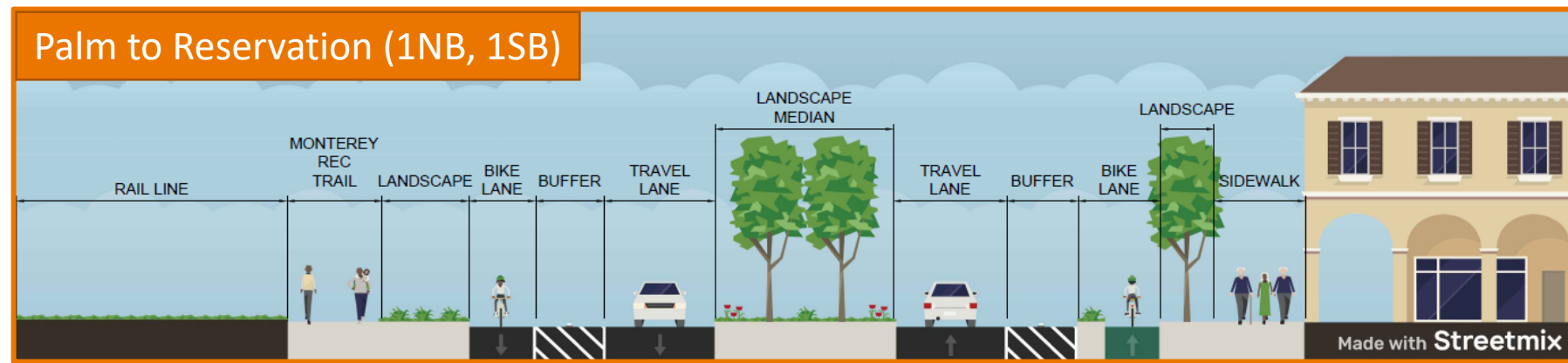
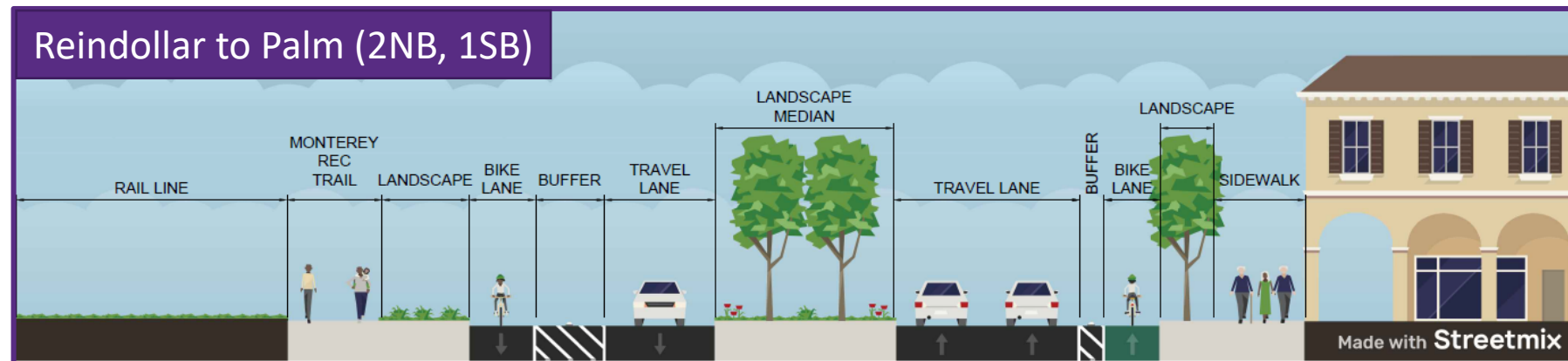
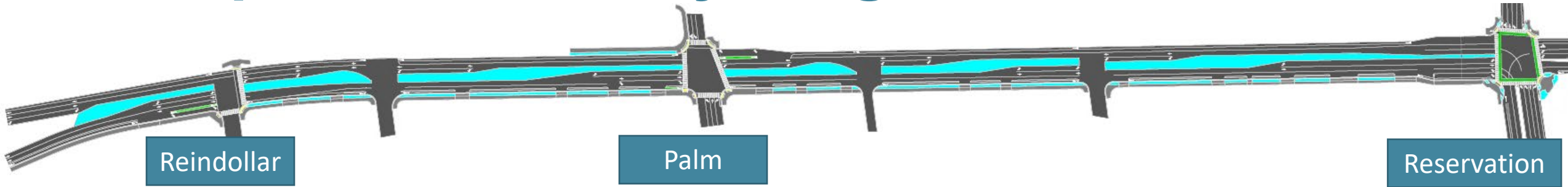


Palm to Reservation (1NB, 1SB)



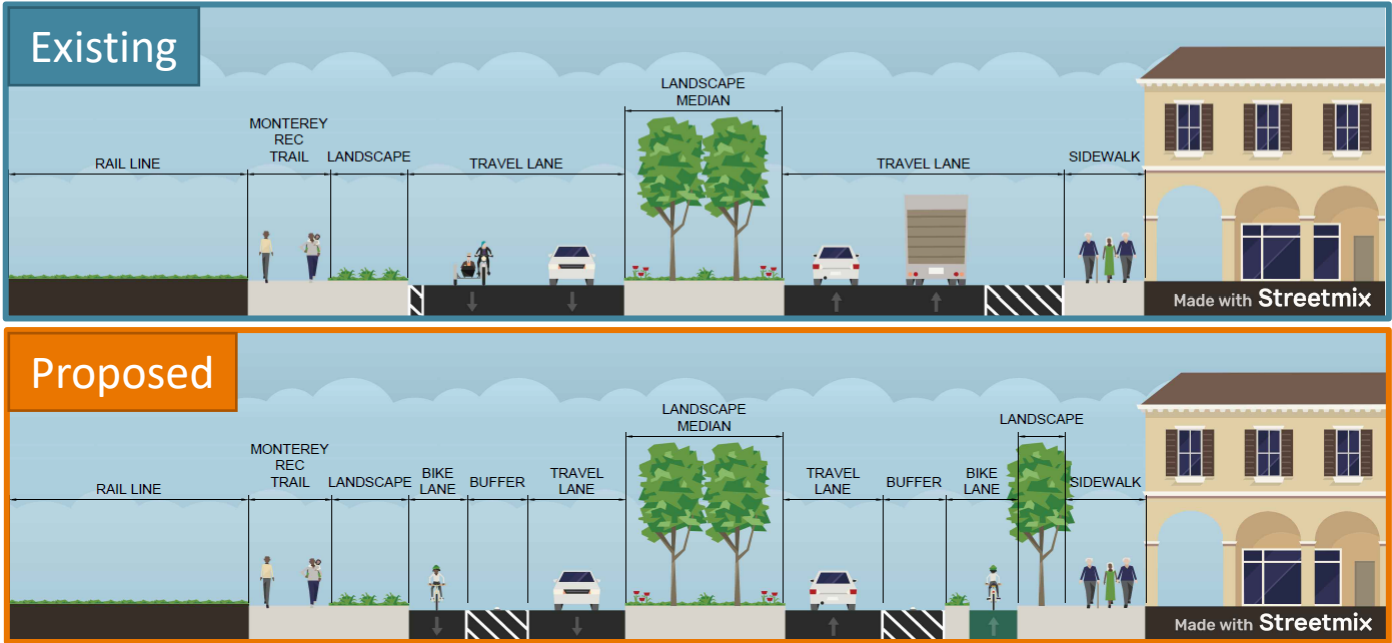
Del Monte Layout Proposed Roadway - Signals

EXHIBIT A

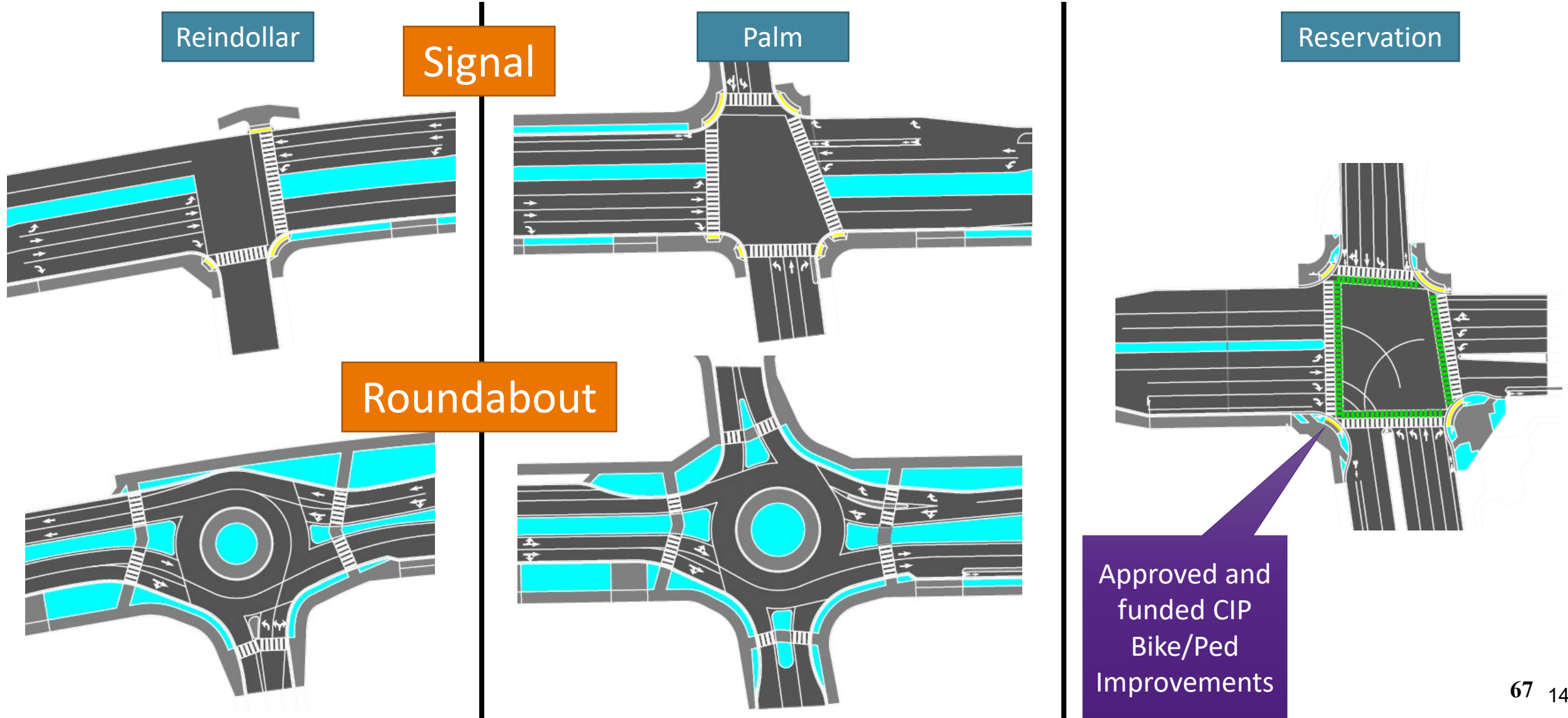


Roadway Space Allocation Comparison

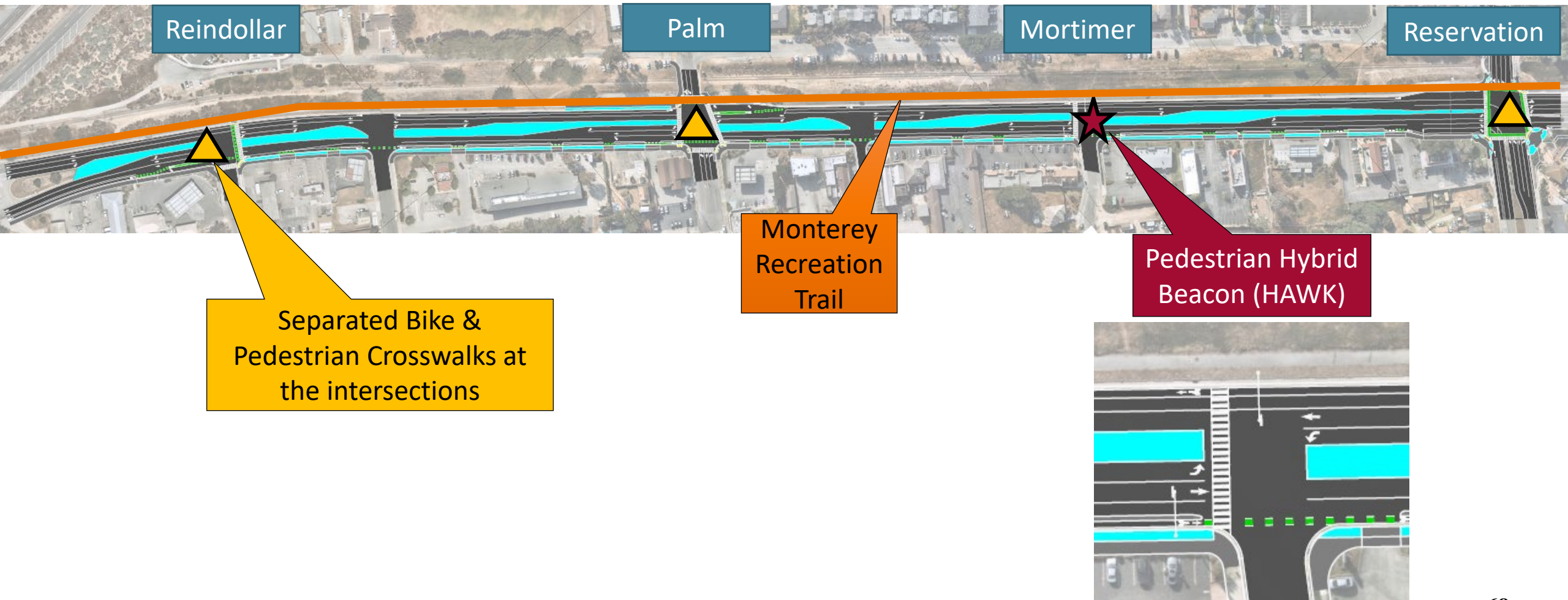
Road Layout	Roadway Space %			
	Vehicle	Bike	Pedestrian	Landscape
Existing 4-Lane Roadway	55%	5%	13%	27%
Proposed Roadway with Median Project and Road Diet	36%	16%	19%	29%



Del Monte Layout Comparison



Bike and Pedestrian Crossings



Bike and Pedestrian Crossings



Bike & Ped Crossing (San Jose)



Potential Decorative
Crosswalk Markings on
Bulb-outs

Bike and Pedestrian Crossings



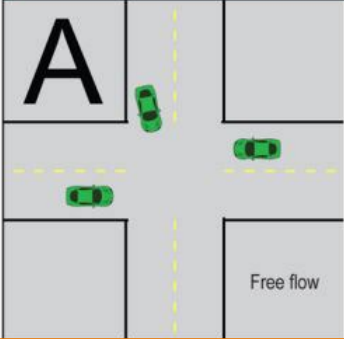
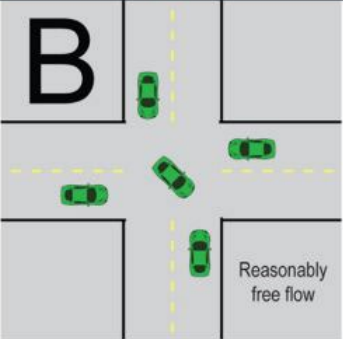
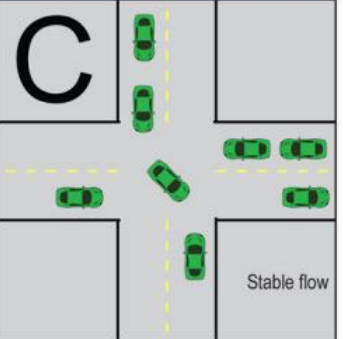
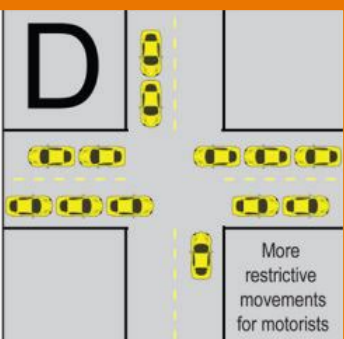
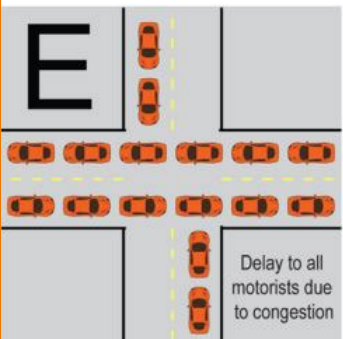
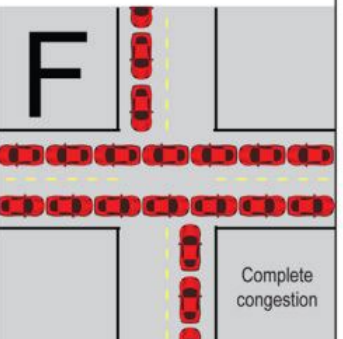
HAWK Pedestrian Beacon (California / Marina Heights)

Traffic Analysis

- 2040 AM & PM peak hour commute vehicle volumes
- Traffic simulation model and analysis using VISSIM
 - Ideal tool for roundabout vs signal comparison
 - Model bike, pedestrian, transit activity
 - Roadway travel times, speeds
 - Intersection vehicle delay, queues, level of service (LOS)

Level of Service (LOS)

Level of Service (Signalized Intersections)	Average Vehicle Delay at Intersection (seconds)
A	≤ 10
B	> 10 and ≤ 20
C	> 20 and ≤ 35
D	> 35 and ≤ 55
E	> 55 and ≤ 80
F	> 80

A  Free flow	B  Reasonably free flow	C  Stable flow
D  More restrictive movements for motorists	E  Delay to all motorists due to congestion	F  Complete congestion



LOS "A"



LOS "C"



LOS "D"



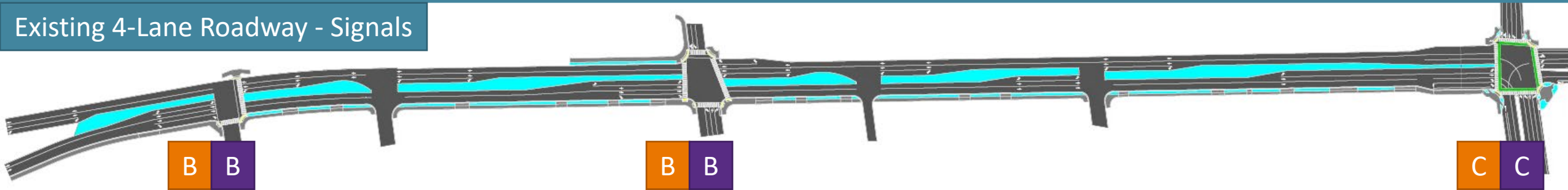
LOS "F"

Intersection LOS Summary

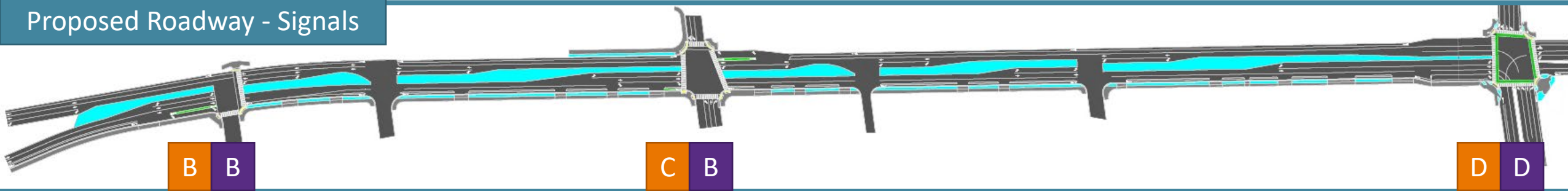
AM LOS PM LOS

LOS Ranking A to F
LOS D is City Standard

Existing 4-Lane Roadway - Signals



Proposed Roadway - Signals



Proposed Roadway - Roundabouts

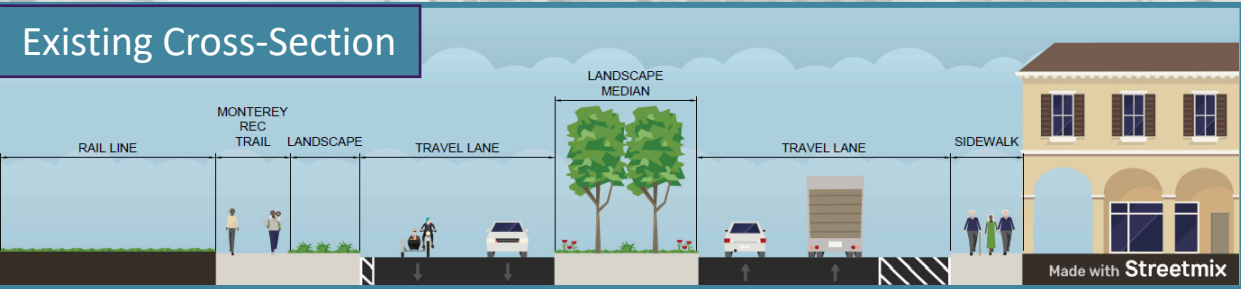


VISSIM Simulations

- 2040 PM peak hour (critical scenario)
 1. Existing 4-Lane Roadway – Signals
 2. 2-Lane Road Diet – Signals
 3. 2-Lane Road Diet – Roundabouts
 4. Road Diet (2NB to Palm, 1SB) – Signals
 5. Road Diet (2NB to Palm, 1SB) – Roundabouts

Year 2040 PM Peak (Existing) 4-Lane Roadway Signals

EXHIBIT A



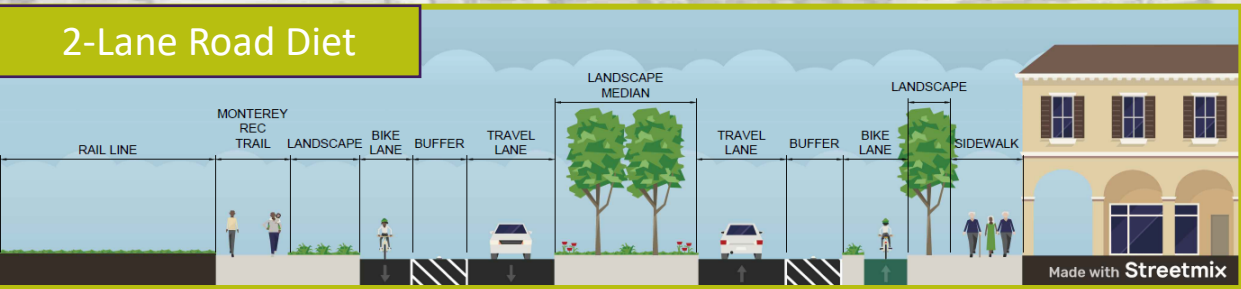
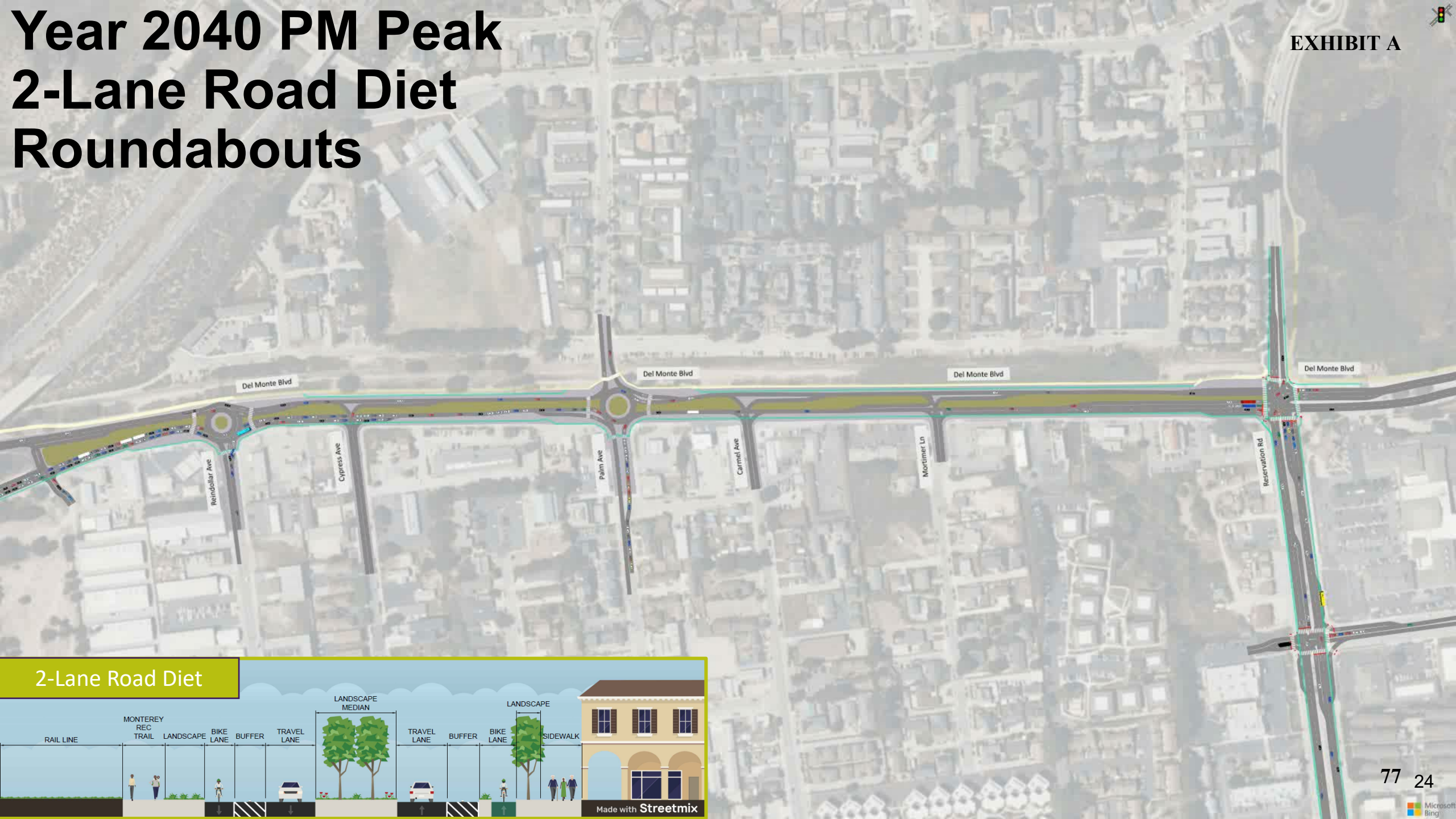
Year 2040 PM Peak 2-Lane Road Diet Signals

EXHIBIT A



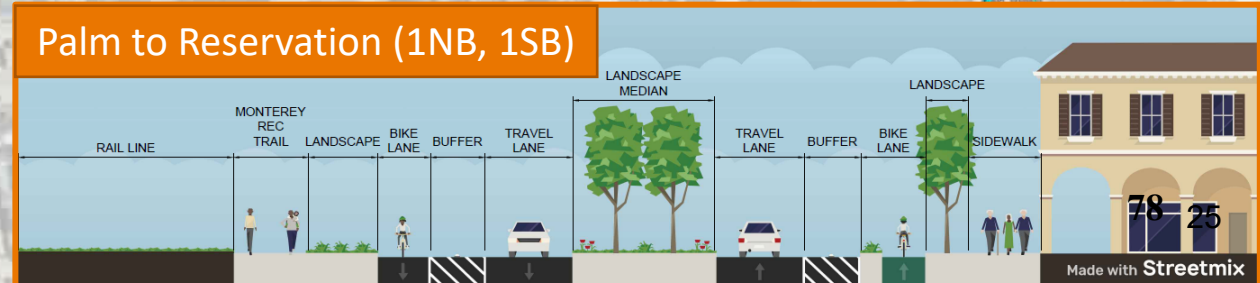
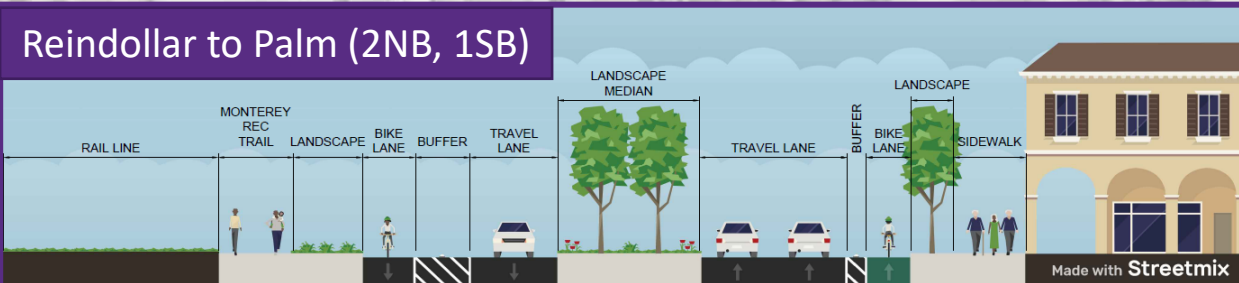
Year 2040 PM Peak 2-Lane Road Diet Roundabouts

EXHIBIT A



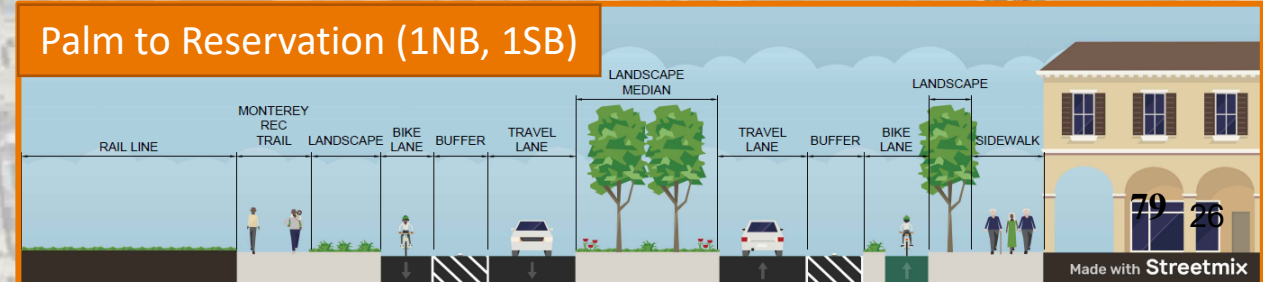
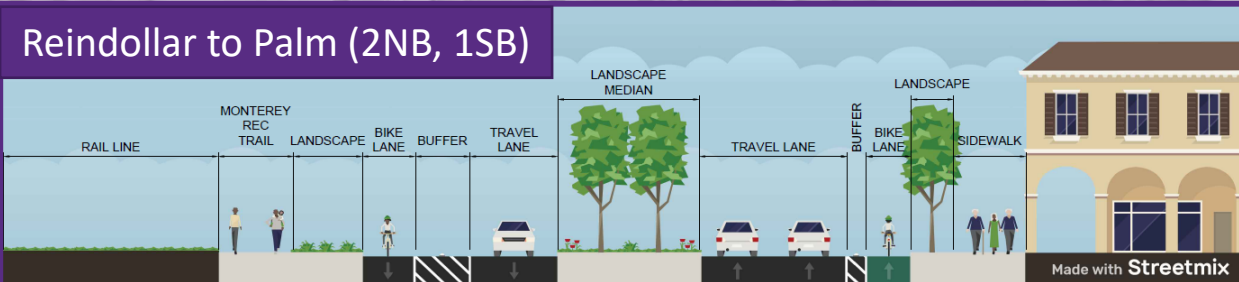
Year 2040 PM Peak Road Diet (2NB to Palm, 1SB) Signals

EXHIBIT A



Year 2040 PM Peak Road Diet (2NB to Palm, 1SB) Roundabouts

EXHIBIT A



Summary & Recommendations

2040 LOS Summary

Road Layout	Control Type	Reindollar LOS AM (PM)	Palm LOS AM (PM)	Notes
Existing 4-Lane	Signal	B (B)	B (B)	Year 2040 Baseline Scenario
2-Lane Road Diet	Signal	B (B)	C (D)	Heavy NB queues during PM peak
	Roundabout	A (F)	C (F)	Intersection NB queue fails at Palm during PM peak
Road Diet (2NB to Palm, 1SB)	Signal	B (B)	C (B)	Standing queues at intersection
	Roundabout	A (B)	C (D)	Moving queues at intersection

2040 Vehicle Queue Summary

Road Layout	Control Type	Reindollar Queues Ok?	Palm Queues Ok?	Notes
Existing 4-Lane	Signal	Yes	Yes	Year 2040 Baseline Scenario
2-Lane Road Diet	Signal	Yes	No	Heavy NB queues during PM peak
	Roundabout	No	No	Intersection NB queue fails at Palm during PM peak
Road Diet (2NB to Palm, 1SB)	Signal	Yes	Yes	Standing queues at intersection
	Roundabout	Yes	Yes	Moving queues at intersection

2040 Operations Summary

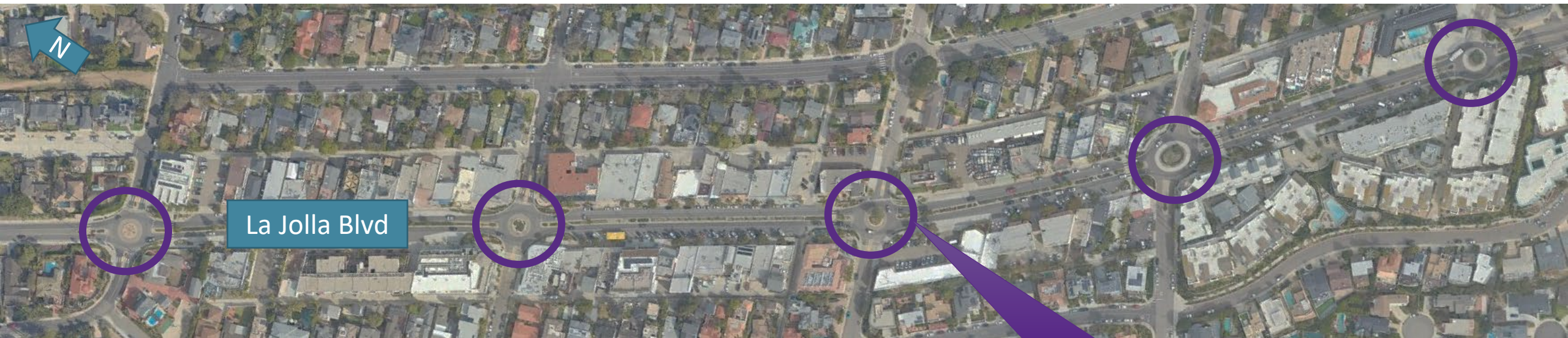
Road Layout	Control Type	Multimodal Safety	Bike Access & Mobility	Pedestrian Access & Mobility	Transit & Fire Access?
Existing 4-Lane	Signal	Poor High speeds and lack of facilities	Poor No bike lanes on Del Monte	Poor No streetscape & sidewalk Long intersection crossings	Yes
2-Lane Road Diet	Signal	Ok	Very Good Protected median Class IV bike lanes	Good Wide sidewalk & access Long intersection crossings	Yes
	Roundabout	Good	Very Good Protected median Class IV bike lanes	Very Good Wide sidewalk & access Short intersection crossings	Yes
Road Diet (2NB to Palm, 1SB)	Signal	Ok	Very Good Mix of protected striped & median Class IV bike lanes	Good Wide sidewalk & access Long intersection crossings	Yes
	Roundabout	Good	Very Good Mix of protected striped & median Class IV bike lanes	Very Good Wide sidewalk & access Short intersection crossings	Yes

Downtown Goals Summary

Road Layout	Control Type	Supports Median Project?	Provides Bike/Ped Improvements?	Creates Downtown Environment?	Maintains Acceptable Traffic Operations?
Existing 4-Lane	Signal	Yes	No	No	Yes
2-Lane Road Diet	Signal	Yes	Yes	Yes	No NB queues in PM peak
	Roundabout	Yes	Yes	Yes	No NB queues in PM peak
Road Diet (2NB to Palm, 1SB)	Signal	Yes	Yes	Yes	Yes
	Roundabout	Yes	Yes	Yes	Yes

Road Diet and Roundabout is the preferred option

La Jolla – San Diego, CA



Road Diet and Roundabouts
in Bird Rock Business District

La Jolla – San Diego, CA

2007 – 5 Lane Roadway & Stop Control



2018 – 2 Lane Road Diet & Roundabouts



Traffic Operations Summary

- A multi-modal street design with road diet and traffic calming improvements is a feasible solution to meet the vision and goals of downtown Marina
- Roundabout Layout is feasible
 - Recommend a Road Diet with 1 southbound (SB) lane and 2 northbound (NB) lanes to Palm
 - Reindollar Intersection 2-lane NB, 2-lane SB
 - Palm Intersection 2-lane NB, 1-lane SB
- Signal Layout is feasible
 - Recommend a Road Diet with 1 southbound (SB) lane and 2 northbound (NB) lanes to Palm
- The Reservation/Del Monte signal will remain and include multimodal improvements from grant funding

NEXT STEPS



- Detailed design by project team for Del Monte Medians (6 months)
- City Council & Public Works Commission meetings- Share 95% Progress Set for review and feedback
- City Council meeting- to authorize call for bids



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETScape

Questions?



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE

CONTACT PROJECT TEAM:



Kimley»Horn

City of Marina

Brian McMinn, City Engineer/Director of Public Works

City Project Manager

Elvie Camacho

elviec@wallacegroup.us

Landscape Architect

Bianca Koenig, BEK Collective

bianca@bekcollective.com

Traffic Engineer

Frederik Venter, Kimley Horn

frederik.venter@kimley-horn.com



DEL MONTE BLVD MEDIANS
DOWNTOWN MARINA STREETSCAPE