



AGENDA

Tuesday, May 7, 2024

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)

Jennifer McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS:

4. CLOSED SESSION:

a. Conference with Legal Counsel, Existing Litigation (§ 54956.9(d)) 3 cases:

(1) *City of Marina, et al. vs. Nemeth, Karla, et al.*, Monterey County Superior Court Case No. 19CV005270.

(2) *California-American Water Company v. All Persons Interested in the Validity of the City of Marina et al.*, Monterey County Superior Court Case No. 20CV002436.

(3) *City of Marina, et al. v. All Persons Interested in the Validity of the Monterey County Groundwater Sustainability Plan*, Monterey County Superior Court Case No. 21CV000493.

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. Proclamations

i. Poppy Month, American Legion Post 694

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:104390-104494, totaling \$1,240,266.11.
Accounts Payable Successor Agency Check Number 123, totaling \$1,781.78.
 - b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) April 16, 2024, Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS:
 - (1) Adopting Resolution No. 2024-, approving advertising and call for bids for the 2024 Citywide Slurry Seal Project. *(Project exempt from environmental review per § 15301(b) of the CEQA Guidelines for Existing Facilities).*
 - f. ADOPTION OF RESOLUTIONS: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Adopting Resolution No. 2024-, receiving the Fiscal Year 2024-25 Engineer's Report for the Cypress Cove II Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2024-25 in that district; and calling a public hearing for May 21, 2024. *(This action is Categorically Exempt per Article 19, Section 15378(b)(5) of the CEQA Guidelines).*
 - (2) Adopting Resolution No. 2024-, receiving the Fiscal Year 2024-25 Engineer's Report for the Seabreeze Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2024-25 in that district; and calling a public hearing for May 21, 2024. *(This action is Categorically Exempt per Article 19, Section 15378(b)(5) of the CEQA Guidelines).*
 - (3) Adopting Resolution No. 2024-, receiving the Fiscal Year 2024-25 Engineer's Report for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2024-25 in that district; and calling a public hearing for May 21, 2024. *(This action is Categorically Exempt per Article 19, Section 15378(b)(5) of the CEQA Guidelines).*

- (4) Adopting Resolution No. 2024-, authorize the release of Request for Proposals (RFP) to qualified firms for on-call professional services in the disciplines of planning, architectural design, landscape architecture, civil engineering, traffic engineering, environmental services, construction management, and geotechnical engineering. *(This action is Categorically Exempt per Article 19, Section 15378(b)(5) of the CEQA Guidelines).*
- (5) Adopting Resolution No. 2024-, authorizing the upfitting of a utility vehicle to a command vehicle; and authorizing \$24,000 to be allocated from unallocated funds. *(This item is exempt from environmental review per §15378 of the CEQA guidelines)*
- (6) Adopting Resolution 2024-, adopting the certified Sixth Cycle Housing Element as amended by the California Department of Housing and Community Development. The proposed action is exempt from CEQA per Sections 15060(c)(2) and 15061(b)(3) of the CEQA Guidelines.
- (7) Adopting Resolution No. 2024-, accepting the Housing Element Annual Progress Report for calendar year 2023 and authorizing staff to submit the report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development ; and find that the action is exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378(b).

g. APPROVAL OF AGREEMENTS: *(Not a Project under CEQA per Article 20, Section 15378)*

- (1) Adopting Resolution No. 2024-, approving an MOU between the City and the Marina Public Safety Management Association (MPSMA), and an MOU between the City and the Marina Professional Firefighters Association (MPFFA), and authorizing adjustments to the current Salary Schedule for the respective groups. *(This item is exempt from environmental review per §15378 of the CEQA guidelines)*
- (2) Adopting Resolution No. 2024-, to authorize the City Manager to execute an amendment increasing the amount of the agreement between the City of Marina and Team CivX by \$86,000 for consulting services to assist with public engagement, community outreach and messaging materials for a potential bond measure for the construction of police/fire/community center city facilities, subject to final review and approval by the City Attorney. *(This item is exempt from environmental review per §15378 of the CEQA guidelines)*
- (3) Adopting Resolution No. 2024-, to authorize the City Manager to execute an amendment increasing the amount of the agreement between the City of Marina and Roesling Nakamura Terada Architects, Inc. by \$17,000 for identifying community center sites, development of conceptual plans and estimated costs for community facilities, subject to final review and approval by the City Attorney. *(This item is exempt from environmental review per §15378 of the CEQA guidelines)*
- (4) Adopting Resolution No. 2024-, approving agreement between the City of Marina and Fieldman Rolapp & Associates for fiscal advisory services. *(This item is exempt from environmental review per §15378 of the CEQA guidelines)*

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) Receive a brief informational update on the status of the Mobile Vending Ordinance adopted on December 5, 2023. This action is exempt from CEQA pursuant to Section 15378 of the CEQA Guidelines.
- (2) Receiving Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) and Abrams B Non-Profit Corporation for the quarter ended March 31, 2024

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) Read by Title Only and adopting Ordinance No. 2024-04, amending Marina Municipal Code (MMC) Section 17.62.090.A to change the term for Tree Committee members from one year to two years. This action is exempt from environmental review per § 15378 of the CEQA guidelines.
- (2) Read by Title Only and adopting Ordinance No. 2024-05, adding Chapter 8.70 (Public Nuisance), to the Marina Municipal Code based on findings and California Environmental Quality Act (CEQA) exemptions Sections 15060(c)(2) and 15061(b)(3) of the CEQA Guidelines.

m. APPROVE APPOINTMENTS:

- (1) Appointing to Planning Commission: Richard St. John and Paul Cheng 2-seats expiring February 2026 *(This item is exempt from environmental review per §15378 of the CEQA guidelines)*

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).

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).
- c. City Manager Report
 - (1) Update of Council directed SMART goals.

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, May 3, 2024.

ANITA SHARP, DEPUTY CITY CLERK

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

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

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

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

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

Upcoming 2024 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, May 21, 2024

June 4, 2024

June 18, 2024

July 2, 2024

July 16, 2024 (Cancelled)

***Wednesday, September 4, 2024**

Tuesday, September 17, 2024

October 1, 2024

October 15, 2024

***** Wednesday, November 6, 2024**

Tuesday, November 19, 2024

****Wednesday, August 7, 2024**
 Tuesday, August 20, 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 General Election Day**

C I T Y H A L L 2 0 2 4 H O L I D A Y S
 (City Hall Closed)

Memorial Day -----Monday, May 27, 2024
 Independence Day (City Offices Closed) ----- Thursday, July 4, 2024
 Labor Day -----Monday, September 2, 2024
 Veterans Day (City Offices Closed)----- Monday, November 11, 2024
 Thanksgiving Day----- Thursday, November 28, 2024
 Thanksgiving Break ----- Friday, November 29, 2024
 Winter Break----- Tuesday, December 24, 2024-Friday, December 31, 2024

2024 COMMISSION DATES

Upcoming 2024 Meetings of Planning Commission
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

May 11, 2024	August 8, 2024	October 10, 2024
May 23, 2024	August 22, 2024	October 24, 2024
June 13, 2024	September 12, 2024	November 14, 2024
June 27, 2024	September 26, 2024	November 28, 2024 (Cancelled)
July 11, 2024		December 12, 2024
July 25, 2024		

Upcoming 2024 Meetings of Public Works Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

April 18, 2024	June 20, 2024	September 19, 2024
May 16, 2024	July 18, 2024	October 17, 2024
	August 15, 2024	November 21, 2024
		December 19, 2024

Upcoming 2024 Meetings of Recreation & Cultural Services Commission
1st Wednesday of every quarter month. Meetings are held at the Council Chambers at 6:30 P.M.

June 5, 2024 September 11, 2024 December 4, 2024

Upcoming 2024 Meetings of Marina Tree Committee
2nd Wednesday of every quarter month as needed. Meetings are held at the Council Chambers at 6:30 P.M.

April 13, 2024

July 13, 2024

October 12, 2024



Proclamation

May 24, 2024
National Poppy Day in Marina

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WHEREAS, poppies are worn and displayed as a symbolic tribute to our fallen and the future of living veterans and servicemembers; and

WHEREAS, at the end of World War I, The American Legion Family adopted the poppy as a symbol of freedom and the blood sacrificed by troops in wartimes. The symbolic use of the poppy comes from the poem "In Flanders Fields," which movingly begins, "In Flanders Fields the poppies blow, between the crosses, row on row," referring to the poppies that sprang up in the churned-up earth of newly dug soldiers' graves over parts of Belgium and France; and

WHEREAS, The American Legion Family has long utilized the red poppy as its official flower, symbolizing the blood shed by those who have served in our U.S. military, and the meaning and symbolism of the poppy, mirroring the manner in which the poppy is symbolically showcased in England and Canada in celebratory fashion on their Remembrance Day, also known as Armistice Day and Poppy Day; and

WHEREAS, wearing a poppy will unite citizens from across the country who decide to show their patriotism; and

WHEREAS, May 24, 2024, would be an appropriate date to designate as National Poppy Day.

NOW, THEREFORE BE IT RESOLVED, that I, Mayor Bruce C. Delgado and the City Council of the City of Marina hereby proclaim **May 24, 2024**, as **NATIONAL POPPY DAY** and ask that all residents and visitors in Marina to join in observing this day to honor every servicemember who has died in the name of liberty, freedom and democracy.

Dated this 7th day of May 2024



Bruce C. Delgado, Mayor



Accounts Payable by G/L Distribution Report

Payment Date Range 04/19/24 - 04/19/24

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 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	359245235001	Office Supplies-Finance batteries/wipes	Paid by Check # 104411		04/05/2024	04/16/2024	04/16/2024		04/19/2024	42.35
10732 - Office Depot-General Account	359243426001	Office Supplies-Finance - lysol	Paid by Check # 104411		04/04/2024	04/16/2024	04/16/2024		04/19/2024	40.52
Account 6400.565 - Material & Suppl Office Supplies Totals								Invoice Transactions	2	\$82.87
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	2	\$82.87
Division 000 - Non-Div Totals								Invoice Transactions	2	\$82.87
Department 130 - Finance Totals								Invoice Transactions	2	\$82.87
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.228 - Prof Svc Fin - SB90 State Mandate										
10041 - AK & Company / Anita Kerezsi	Marina 24-2	SB90 Professional Consulting Services FY23/24	Paid by Check # 104392		04/03/2024	04/16/2024	04/16/2024		04/19/2024	3,250.00
Account 6300.228 - Prof Svc Fin - SB90 State Mandate Totals								Invoice Transactions	1	\$3,250.00
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	21560267	CALNET3-9391023436 (239-461-6578)	Paid by Check # 104395		04/13/2024	04/17/2024	04/17/2024		04/19/2024	64.10
Account 6380.150 - Utilities Comm Phone System Totals								Invoice Transactions	1	\$64.10
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	April 2024 562-0	PG&E - 4758891562-0	Paid by Check # 104413		04/11/2024	04/16/2024	04/16/2024		04/19/2024	1,604.17
Account 6380.300 - Utilities Gas & Electric Totals								Invoice Transactions	1	\$1,604.17
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056025 041124	327 Reindollar Ave	Paid by Check # 104409		04/11/2024	04/09/2024	04/09/2024		04/19/2024	71.92
10349 - Marina Coast Water District	000056017 041124	208-A Palm Ave	Paid by Check # 104409		04/11/2024	04/09/2024	04/09/2024		04/19/2024	84.08
10349 - Marina Coast Water District	000056018 041124	208 Palm Ave	Paid by Check # 104409		04/11/2024	04/12/2024	04/12/2024		04/19/2024	136.34
10349 - Marina Coast Water District	000056020 041124	304 Hillcrest Ave	Paid by Check # 104409		04/11/2024	04/12/2024	04/12/2024		04/19/2024	111.66
Account 6380.500 - Utilities Water & Sewer Totals								Invoice Transactions	4	\$404.00



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Payment Date Range 04/19/24 - 04/19/24

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										
10734 - Office Depot-Public Works Dept.	359753222001	Office Supplies	Paid by Check # 104412		03/25/2024	04/09/2024	04/09/2024		04/19/2024	115.61
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	1		\$115.61
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	8		\$5,437.88
Division 000 - Non-Div Totals							Invoice Transactions	8		\$5,437.88
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	8		\$5,437.88
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9956959441	Verizon ACCT # 272493672-0001	Paid by EFT # 4518		02/18/2024	04/01/2024	04/01/2024		04/19/2024	1,788.53
10603 - Verizon Wireless	9959438611	Cell Phones	Paid by EFT # 4518		03/18/2024	04/17/2024	04/17/2024		04/19/2024	1,851.94
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	2		\$3,640.47
Account 6400.565 - Material & Suppl Office Supplies										
10987 - J.P. Cooke Company	825183	Record Release Stamp	Paid by Check # 104405		03/07/2024	04/16/2024	04/16/2024		04/19/2024	268.00
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	1		\$268.00
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-396-48184	Shipping	Paid by Check # 104402		02/02/2024	04/16/2024	04/16/2024		04/19/2024	100.00
10235 - FedEx	8-453-81736	Shipping	Paid by Check # 104402		03/29/2024	04/16/2024	04/16/2024		04/19/2024	42.77
10235 - FedEx	8-403-32988	Shipping	Paid by Check # 104402		02/09/2024	04/16/2024	04/16/2024		04/19/2024	131.97
10235 - FedEx	8-410-46686	Shipping	Paid by Check # 104402		02/16/2024	04/16/2024	04/16/2024		04/19/2024	51.82
10235 - FedEx	8-468-03715	Shipping	Paid by Check # 104402		04/12/2024	04/16/2024	04/16/2024		04/19/2024	66.52
Account 6400.635 - Material & Suppl Postage Shipping Totals							Invoice Transactions	5		\$393.08
Account 6400.720 - Material & Suppl Safety Equip										
11195 - Arrowhead Scientific - Forensics, Inc.	167865	Evidence Bags	Paid by Check # 104394		03/06/2024	04/16/2024	04/16/2024		04/19/2024	15.51
Account 6400.720 - Material & Suppl Safety Equip Totals							Invoice Transactions	1		\$15.51



Accounts Payable by G/L Distribution Report

Payment Date Range 04/19/24 - 04/19/24

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										
11764 - Kurt Ashley - Secure Solutions	001025	Background Investigation - Smith, Kaleb	Paid by Check # 104407		04/09/2024	04/10/2024	04/10/2024		04/19/2024	1,564.76
11764 - Kurt Ashley - Secure Solutions	001034	background Investigation - Enriquez, Herman	Paid by Check # 104407		04/09/2024	04/10/2024	04/10/2024		04/19/2024	400.00
Account 6600.485 - Other Charges Medical Svc - Investigations Totals							Invoice Transactions	2		\$1,964.76
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	11		\$6,281.82
Division 000 - Non-Div Totals							Invoice Transactions	11		\$6,281.82
Department 210 - Police Totals							Invoice Transactions	11		\$6,281.82
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	124153	Plan review & inspection for 3034 Arroyo Drive, Marina 6000	Paid by Check # 104400		04/04/2024	04/15/2024	04/15/2024		04/19/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124152	Plan review & inspection for 590 San Lucia Way, Marina 5000	Paid by Check # 104400		04/04/2024	04/15/2024	04/15/2024		04/19/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124151	Plan review & inspection for 588 San Lucia Way, Marina 5000	Paid by Check # 104400		04/04/2024	04/15/2024	04/15/2024		04/19/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124150	Plan review & inspection for 586 San Lucia Way, Marina 5000	Paid by Check # 104400		04/04/2024	04/15/2024	04/15/2024		04/19/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124164	Plan review only for Commercial Bldg Permit, 33340 Paul Davis Dr	Paid by Check # 104400		04/08/2024	04/15/2024	04/15/2024		04/19/2024	200.00
10841 - Carmel Fire Protection Associates - Art Black	124163	Plan review only for Commercial Bldg Permit, Traders Joe	Paid by Check # 104400		04/08/2024	04/15/2024	04/15/2024		04/19/2024	200.00
10841 - Carmel Fire Protection Associates - Art Black	124162	Plan Review Only - Bldg Permit - Dunes Retail Bldg Shell (F)	Paid by Check # 104400		04/08/2024	04/15/2024	04/15/2024		04/19/2024	200.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	124161	Plan Review Only - Bldg Permit - Hampton Inn Bar TI	Paid by Check # 104400		04/08/2024	04/15/2024	04/15/2024		04/19/2024	200.00
10841 - Carmel Fire Protection Associates - Art Black	124110	Plan review & inspection for Dunes Promenade Bldg A 13	Paid by Check # 104400		03/21/2024	04/15/2024	04/15/2024		04/19/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124114	Plan review & inspection for 3032 Arroyo Drive, Marina 6000	Paid by Check # 104400		03/21/2024	04/15/2024	04/15/2024		04/19/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124113	Plan review & inspection for 3030 Arroyo Drive, Marina 6000	Paid by Check # 104400		03/21/2024	04/15/2024	04/15/2024		04/19/2024	230.00
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions	11	\$2,410.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4189456207	Shop towels	Paid by Check # 104401		04/12/2024	04/15/2024	04/15/2024		04/19/2024	138.05
Account 6360.570 - Maint & Repairs Other Svc Agr Totals								Invoice Transactions	1	\$138.05
Account 6400.740 - Material & Suppl Special Dept Suppl										
10580 - Tri County Fire Protection	HP63363	Extinguisher refills at Station 2	Paid by Check # 104415		04/05/2024	04/15/2024	04/15/2024		04/19/2024	138.28
Account 6400.740 - Material & Suppl Special Dept Suppl Totals								Invoice Transactions	1	\$138.28
Account 6400.800 - Material & Suppl Uniform										
10323 - L.N. Curtis & Sons	INV784679	Uniform pants for FF K. Seaver	Paid by EFT # 4515		01/23/2024	03/27/2024	03/27/2024		04/19/2024	305.67
Account 6400.800 - Material & Suppl Uniform Totals								Invoice Transactions	1	\$305.67
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	14	\$2,992.00
Division 000 - Non-Div Totals								Invoice Transactions	14	\$2,992.00
Department 250 - Fire Totals								Invoice Transactions	14	\$2,992.00
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.040 - Maint & Repairs Backflow Preventers										
10183 - Marina Backflow Co.	3227	9 Locations	Paid by Check # 104408		04/10/2024	04/09/2024	04/09/2024		04/19/2024	585.00
Account 6360.040 - Maint & Repairs Backflow Preventers Totals								Invoice Transactions	1	\$585.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10250 - Gavilan Pest Control	0161708	120 Seaside Circle Pond/Restrooms Rodents	Paid by Check # 104403		04/02/2024	04/09/2024	04/09/2024		04/19/2024	80.00
10035 - Ruth Maria Milla-Leon/Andersen's Lock & Safe, Inc.	44864	327 Reindollar Ave, 3200 Del Monte Ave, 211 Hillcrest Ave	Paid by EFT # 4517		04/10/2024	04/09/2024	04/09/2024		04/19/2024	1,149.18
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals Invoice Transactions 2										\$1,229.18
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	088030	Supplies	Paid by Check # 104390		04/10/2024	04/12/2024	04/12/2024		04/19/2024	16.38
10728 - Ace Hardware-Public Works	088028	Supplies	Paid by Check # 104390		04/10/2024	04/12/2024	04/12/2024		04/19/2024	16.38
Account 6360.690 - Maint & Repairs Supplies Totals Invoice Transactions 2										\$32.76
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056019 041124	211 Hillcrest Ave	Paid by Check # 104409		04/11/2024	04/12/2024	04/12/2024		04/19/2024	1,063.80
10349 - Marina Coast Water District	000056001 041124	209-13 Cypress Ave	Paid by Check # 104409		04/11/2024	04/12/2024	04/12/2024		04/19/2024	106.93
Account 6380.500 - Utilities Water & Sewer Totals Invoice Transactions 2										\$1,170.73
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110443386	PW Uniforms	Paid by Check # 104393		04/12/2024	04/12/2024	04/12/2024		04/19/2024	151.30
Account 6400.800 - Material & Suppl Uniform Totals Invoice Transactions 1										\$151.30
Sub-Division 00 - Non-Subdiv Totals Invoice Transactions 8										\$3,168.97
Division 311 - Buildings & Grounds Totals Invoice Transactions 8										\$3,168.97
Department 310 - Public Works Totals Invoice Transactions 8										\$3,168.97
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.100 - Fee Agr Costs - Planning										
10316 - Kimley-Horn & Associates	27563746	Marina Station COA	Paid by Check # 104406		02/29/2024	04/15/2024	04/15/2024		04/19/2024	7,057.00
Account 6330.100 - Fee Agr Costs - Planning Totals Invoice Transactions 1										\$7,057.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6500.700 - Training & Travel Training & Travel										
11995 - Vic Jacobsen - refunds only	03-08-24adj	Hotel Stay for Planning Commissioner	Paid by Check # 104417		03/11/2024	04/15/2024	04/15/2024		04/19/2024	521.40
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions	1		\$521.40
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$7,578.40
Division 000 - Non-Div Totals							Invoice Transactions	2		\$7,578.40
Department 410 - Planning Totals							Invoice Transactions	2		\$7,578.40
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10515 - Rincon Consultants, Inc.	55746	Marina PW GIS Support	Paid by EFT # 4516		04/08/2024	04/12/2024	04/12/2024		04/19/2024	762.50
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$762.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$762.50
Division 000 - Non-Div Totals							Invoice Transactions	1		\$762.50
Department 420 - Engineering Totals							Invoice Transactions	1		\$762.50
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	B240505	Building Plan Review Services 3/1/24-3/31/24	Paid by EFT # 4514		04/01/2024	04/10/2024	04/10/2024		04/19/2024	6,769.32
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions	1		\$6,769.32
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$6,769.32
Division 000 - Non-Div Totals							Invoice Transactions	1		\$6,769.32
Department 430 - Building Inspection Totals							Invoice Transactions	1		\$6,769.32
Fund 100 - General Fund Totals							Invoice Transactions	47		\$33,073.76



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	April 2024 582-7	PG&E - 8161432582-7	Paid by Check # 104413		04/10/2024	04/16/2024	04/16/2024		04/19/2024	152.45
10463 - Pacific Gas & Electric	April 2024 943-2	PG&E - 6150212943-2	Paid by Check # 104413		04/10/2024	04/16/2024	04/16/2024		04/19/2024	45.73
10463 - Pacific Gas & Electric	April 2024 353-7	PG&E - 9930567353-7	Paid by Check # 104413		04/10/2024	04/16/2024	04/16/2024		04/19/2024	28.90
10463 - Pacific Gas & Electric	April 2024 148-6	PG&E - 5593414148-6	Paid by Check # 104413		04/10/2024	04/16/2024	04/16/2024		04/19/2024	94.79
10463 - Pacific Gas & Electric	April 2024 720-0	PG&E - 0167505720-0	Paid by Check # 104413		04/11/2024	04/16/2024	04/16/2024		04/19/2024	625.26
10463 - Pacific Gas & Electric	April 2024 085-2	PG&E - 5434906085-2	Paid by Check # 104413		04/11/2024	04/16/2024	04/16/2024		04/19/2024	128.34
10463 - Pacific Gas & Electric	April 2024 202-3	PG&E - 6594070202-3	Paid by Check # 104413		04/11/2024	04/16/2024	04/16/2024		04/19/2024	145.47
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 7	\$1,220.94
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056103032824	2840 Fifth Ave	Paid by Check # 104409		03/28/2004	04/09/2024	04/09/2024		04/19/2024	145.06
10349 - Marina Coast Water District	000056027041124	Calif Ave at Reindollar	Paid by Check # 104409		04/11/2024	04/09/2024	04/09/2024		04/19/2024	38.22
10349 - Marina Coast Water District	000056022041124	Reser/Marina Auto Stereo/Irrigation	Paid by Check # 104409		04/11/2024	04/09/2024	04/09/2024		04/19/2024	36.77
10349 - Marina Coast Water District	000056007041124	Calif Ave/North of 3rd	Paid by Check # 104409		04/11/2024	04/09/2024	04/09/2024		04/19/2024	92.55
10349 - Marina Coast Water District	000056016041124	Resev Rd & Seacrest Ave-Next to Fire Hyd	Paid by Check # 104409		04/11/2024	04/12/2024	04/12/2024		04/19/2024	36.77
10349 - Marina Coast Water District	000056021041124	Reservation Rd/By 290-308 Reservation	Paid by Check # 104409		04/11/2024	04/12/2024	04/12/2024		04/19/2024	36.77
10349 - Marina Coast Water District	000056024041124	Del Monte/Palm	Paid by Check # 104409		04/11/2024	04/12/2024	04/12/2024		04/19/2024	92.55
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 7	\$478.69
Account 6400.780 - Material & Suppl Traffic Signal										
11248 - Bear Electrical Solutions, Inc.	21524	Traffic Signal Maintenance Services Routine	Paid by Check # 104397		01/28/2024	04/09/2024	04/09/2024		04/19/2024	250.00
11248 - Bear Electrical Solutions, Inc.	21655	Traffic Signal Maintenance Response	Paid by Check # 104397		01/28/2024	04/09/2024	04/09/2024		04/19/2024	4,851.00
Account 6400.780 - Material & Suppl Traffic Signal Totals									Invoice Transactions 2	\$5,101.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.800 - Material & Suppl Uniform										
10043 - Aramark Uniform Service	5110443387	PW Supplies	Paid by Check		04/12/2024	04/12/2024	04/12/2024		04/19/2024	70.51
			# 104393							
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions		1	\$70.51
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		17	\$6,871.14
Division 000 - Non-Div Totals							Invoice Transactions		17	\$6,871.14
Department 000 - Non-Dept Totals							Invoice Transactions		17	\$6,871.14
Fund 220 - Gas Tax Totals							Invoice Transactions		17	\$6,871.14



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Payment Date Range 04/19/24 - 04/19/24

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	24030897	Residential Street Reconstruction	Paid by Check # 104399		03/15/2024	04/12/2024	04/12/2024		04/19/2024	30,237.50
11847 - BKF Engineers	24030902	Marina on call Design Services Slurry Seal Street	Paid by Check # 104399		03/15/2024	04/15/2024	04/15/2024		04/19/2024	12,416.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$42,653.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$42,653.50
Division 000 - Non-Div Totals							Invoice Transactions	2		\$42,653.50
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$42,653.50
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	2		\$42,653.50



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 460 - Airport Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11199 - WALD, RUHNKE & DOST ARCHITECTS, LLP	2305304	Bldg 533 Interior Improvements 2004	Paid by Check # 104418		03/31/2024	04/30/2024	04/15/2024		04/19/2024	3,435.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1		\$3,435.00	
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1		\$3,435.00	
Division 000 - Non-Div Totals							Invoice Transactions 1		\$3,435.00	
Department 000 - Non-Dept Totals							Invoice Transactions 1		\$3,435.00	
Fund 460 - Airport Capital Projects Totals							Invoice Transactions 1		\$3,435.00	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10268 - Harris & Associates	62016	Imjin Parkway Improvement Plan	Paid by Check # 104404		04/05/2024	04/12/2024	04/12/2024		04/19/2024	102,232.76
10316 - Kimley-Horn & Associates	27342321	Imjin Parkway PS&E	Paid by Check # 104406		02/29/2024	04/12/2024	04/12/2024		04/19/2024	27,270.75
11802 - Baker Tilly US, LLP	BT2743152	Equestrian Center Boarding March 2024	Paid by Check # 104396		04/08/2024	04/09/2024	04/09/2024		04/19/2024	662.50
11776 - Bianca E. Koenig - BEK Collective	030-003-002	Marina Gateway Signs	Paid by Check # 104398		04/08/2024	04/09/2024	04/09/2024		04/19/2024	2,790.98
10368 - Martin's Irrigation Supply	651579	Lead Free Feb Co Equestrian Center	Paid by Check # 104410		04/11/2024	04/12/2024	04/12/2024		04/19/2024	743.10
12002 - SJ Mail Group / San Jose Mailing	7494	Marina April 2024 LCP/GP2045 Gateway Postcards	Paid by Check # 104414		04/09/2024	04/15/2024	04/15/2024		04/19/2024	596.98
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	6		\$134,297.07
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	6		\$134,297.07
Division 000 - Non-Div Totals							Invoice Transactions	6		\$134,297.07
Department 000 - Non-Dept Totals							Invoice Transactions	6		\$134,297.07
Fund 462 - City Capital Projects Totals							Invoice Transactions	6		\$134,297.07



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11725 - ADK Consulting, Inc.	7325	Strategy/ Brochure Development	Paid by Check # 104391		04/12/2024	05/12/2024	04/12/2024		04/19/2024	9,966.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			\$9,966.00
Account 6360.280 - Maint & Repairs Habitat Management Svc										
10250 - Gavilan Pest Control	0161438	Bldg 520 Rodents	Paid by Check # 104403		04/10/2024	05/10/2024	04/15/2024		04/19/2024	75.00
Account 6360.280 - Maint & Repairs Habitat Management Svc Totals							Invoice Transactions 1			\$75.00
Account 6360.360 - Maint & Repairs Janitorial										
10728 - Ace Hardware-Public Works	088049	Glass cleaner	Paid by Check # 104390		04/12/2024	04/19/2024	04/12/2024		04/19/2024	3.28
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions 1			\$3.28
Account 6360.448 - Maint & Repairs Lighting										
10728 - Ace Hardware-Public Works	088048	LED Utility Light	Paid by Check # 104390		04/12/2024	04/19/2024	04/12/2024		04/19/2024	109.23
Account 6360.448 - Maint & Repairs Lighting Totals							Invoice Transactions 1			\$109.23
Account 6360.566 - Maint & Repairs Other Equipment										
11771 - US Fuelling Solution	25371	Frieght charge for Invoice 252254	Paid by Check # 104416		04/12/2024	04/15/2024	04/15/2024		04/19/2024	262.67
Account 6360.566 - Maint & Repairs Other Equipment Totals							Invoice Transactions 1			\$262.67
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 5			\$10,416.18
Division 000 - Non-Div Totals							Invoice Transactions 5			\$10,416.18
Department 000 - Non-Dept Totals							Invoice Transactions 5			\$10,416.18
Fund 555 - Marina Airport Totals							Invoice Transactions 5			\$10,416.18
Grand Totals							Invoice Transactions 78			\$230,746.65



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background										
11869 - Agile Occupational Medicine PC	EM016738	Agile Occupational Medicine - Pre Emp Px	Paid by EFT # 4536		04/02/2024	04/09/2024	04/09/2024		04/26/2024	177.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals									Invoice Transactions 1	\$177.00
Account 6300.310 - Prof Svc HR - Labor Relation& Negotiation										
10335 - Liebert Cassidy Whitmore	264865	LCW - Professional Services	Paid by EFT # 4541		03/31/2024	04/23/2024	04/23/2024		04/26/2024	435.00
Account 6300.310 - Prof Svc HR - Labor Relation& Negotiation Totals									Invoice Transactions 1	\$435.00
Account 6300.570 - Prof Svc Other										
10335 - Liebert Cassidy Whitmore	264866	LCW - Professional Services	Paid by EFT # 4541		03/31/2024	04/23/2024	04/23/2024		04/26/2024	1,566.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$1,566.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9961270484	Monthly Verizon Bill-308174766	Paid by EFT # 4547		04/10/2024	04/24/2024	04/24/2024		04/26/2024	227.69
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$227.69
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 4	\$2,405.69
Division 000 - Non-Div Totals									Invoice Transactions 4	\$2,405.69
Department 120 - City Mgr/HR/Risk Totals									Invoice Transactions 4	\$2,405.69
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.076 - Maint & Repairs Copier										
10406 - Monterey Bay Systems	467649	City Hall Copier Maintenance Contract - April-July 2024	Paid by EFT # 4542		04/08/2024	04/15/2024	04/15/2024		04/26/2024	668.20
Account 6360.076 - Maint & Repairs Copier Totals									Invoice Transactions 1	\$668.20
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$668.20
Division 000 - Non-Div Totals									Invoice Transactions 1	\$668.20
Department 125 - I. T. Totals									Invoice Transactions 1	\$668.20



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	24-08	Service 04/08-18/2024	Paid by EFT # 4545		04/19/2024	04/19/2024	04/19/2024		04/26/2024	2,755.00
Account 6300.216 - Prof Svc Fin - Accounting Services Totals							Invoice Transactions		1	\$2,755.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9961270484	Monthly Verizon Bill- 308174766	Paid by EFT # 4547		04/10/2024	04/24/2024	04/24/2024		04/26/2024	141.17
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions		1	\$141.17
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		2	\$2,896.17
Division 000 - Non-Div Totals							Invoice Transactions		2	\$2,896.17
Department 130 - Finance Totals							Invoice Transactions		2	\$2,896.17
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-4435330	Beach Rd & De Forest Rd (Windy Hill Park)	Paid by Check # 104462		04/19/2024	04/19/2024	04/19/2024		04/26/2024	260.35
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		1	\$260.35
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	21569485	CALNET3-9391023482 (884-0985)	Paid by Check # 104425		04/15/2024	04/19/2024	04/19/2024		04/26/2024	29.11
10758 - AT & T CALNET3	21569492	CALNET3-9391023490 (884-9568)	Paid by Check # 104425		04/15/2024	04/19/2024	04/19/2024		04/26/2024	55.11
10758 - AT & T CALNET3	21569487	CALNET3-9391023485 (884-2573)	Paid by Check # 104425		04/15/2024	04/19/2024	04/19/2024		04/26/2024	30.22
10758 - AT & T CALNET3	21569493	CALNET3-9391023491 (884-9654)	Paid by Check # 104425		04/15/2024	04/19/2024	04/19/2024		04/26/2024	90.11
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions		4	\$204.55
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	April 2024 683-2	PG&E 6217294683-2	Paid by Check # 104456		04/18/2024	04/24/2024	04/24/2024		04/26/2024	157.31
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions		1	\$157.31
Account 6400.565 - Material & Suppl Office Supplies										
10540 - Sierra Springs & Alhambra	7266038 041224	Water Cooler Rentals and Replacement	Paid by Check # 104459		04/12/2024	04/15/2024	04/15/2024		04/26/2024	120.90
10046 - ARC (Former San Jose Blue)	12450054	Plotter Lease April 2024 (PW)	Paid by Check # 104423		04/18/2024	04/19/2024	04/19/2024		04/26/2024	332.43
10734 - Office Depot-Public Works Dept.	362178651001	Office Supplies	Paid by Check # 104455		04/04/2024	04/19/2024	04/19/2024		04/26/2024	383.12



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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										
11790 - Quality Print & Copy	23884	Nourdin Business Cards	Paid by EFT # 4544		04/19/2024	04/19/2024	04/19/2024		04/26/2024	120.18
Account 6400.565 - Material & Suppl Office Supplies Totals										<u>\$956.63</u>
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-467-62136	Shiping Charges - BMR Housing Program	Paid by Check # 104438		04/12/2024	04/15/2024	04/15/2024		04/26/2024	51.21
Account 6400.635 - Material & Suppl Postage Shipping Totals										<u>\$51.21</u>
Sub-Division 00 - Non-Subdiv Totals										<u>\$1,630.05</u>
Division 000 - Non-Div Totals										<u>\$1,630.05</u>
Department 190 - Citywide Non-Dept Totals										<u>\$1,630.05</u>
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6370.010 - Shared Svc 911										
10411 - Monterey County - Emergency Communications	04-17-24	Monterey County Emergency Communication Supplemental Inv 2023 -24	Paid by Check # 104448		04/17/2024	04/22/2024	04/22/2024		04/26/2024	1,526.40
Account 6370.010 - Shared Svc 911 Totals										<u>\$1,526.40</u>
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	21569516	CALNET3-9391023435 (237-267-6922)	Paid by Check # 104425		04/15/2024	04/19/2024	04/19/2024		04/26/2024	171.47
Account 6380.150 - Utilities Comm Phone System Totals										<u>\$171.47</u>
Account 6500.620 - Training & Travel POST										
11950 - Randy Hopkins	04-28-24	Per Diem - R. Hopkins, MCCLEOA Post Exec Wkshp	Paid by Check # 104468		04/23/2024	04/23/2024	04/23/2024		04/26/2024	154.00
Account 6500.620 - Training & Travel POST Totals										<u>\$154.00</u>
Sub-Division 00 - Non-Subdiv Totals										<u>\$1,851.87</u>
Division 000 - Non-Div Totals										<u>\$1,851.87</u>
Department 210 - Police Totals										<u>\$1,851.87</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	124170	Plan review & inspection for Sea Haven Townhomes, 2972 Hayden Wa	Paid by Check # 104431		04/13/2024	04/19/2024	04/19/2024		04/26/2024	230.00
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions	1	\$230.00
Account 6370.010 - Shared Svc 911										
10411 - Monterey County - Emergency Communications	04-17-24	Monterey County Emergency Communication Supplemental Inv 2023 -24	Paid by Check # 104448		04/17/2024	04/22/2024	04/22/2024		04/26/2024	169.60
Account 6370.010 - Shared Svc 911 Totals								Invoice Transactions	1	\$169.60
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	087476	Flood Barrier, 6 pkg	Paid by Check # 104421		02/01/2024	04/19/2024	04/19/2024		04/26/2024	49.15
Account 6400.740 - Material & Suppl Special Dept Suppl Totals								Invoice Transactions	1	\$49.15
Account 6600.480 - Other Charges Medical Svc - Employee										
11869 - Agile Occupational Medicine PC	EM017562	Physical for K. Gibson	Paid by EFT # 4536		04/09/2024	04/19/2024	04/19/2024		04/26/2024	150.00
Account 6600.480 - Other Charges Medical Svc - Employee Totals								Invoice Transactions	1	\$150.00
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	4	\$598.75
Division 000 - Non-Div Totals								Invoice Transactions	4	\$598.75
Department 250 - Fire Totals								Invoice Transactions	4	\$598.75
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10080 - Branch's Janitorial	228753	Custodial Service for April 24	Paid by EFT # 4537		04/25/2024	04/19/2024	04/19/2024		04/26/2024	2,886.35
10080 - Branch's Janitorial	228746	Custodial Service for March 24	Paid by EFT # 4537		03/25/2024	04/22/2024	04/22/2024		04/26/2024	2,886.35
10181 - Dave's Repair Service	36965DG	Reboot CM and reset Modem	Paid by Check # 104434		04/17/2024	04/19/2024	04/19/2024		04/26/2024	180.00
10275 - Home Depot Credit Service	04-12-24	Home Depot (6035 3225 0395 9813)	Paid by Check # 104441		04/12/2024	04/22/2024	04/22/2024		04/26/2024	1,435.26
11299 - JR Fencing	9622	Steel Rings/Ties/Brackets/Wire	Paid by Check # 104444		04/22/2024	04/19/2024	04/19/2024		04/26/2024	1,790.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals								Invoice Transactions	5	\$9,177.96



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10230 - Ewing	21984953	Hunter Ultra	Paid by Check # 104437		04/12/2024	04/19/2024	04/19/2024		04/26/2024	379.44
10368 - Martin's Irrigation Supply	650961	Rubber Kit	Paid by Check # 104447		04/01/2024	04/18/2024	04/18/2024		04/26/2024	77.04
10952 - MuttMitt - ZW USA Inc.	704038	2000 Pieces for City of Marina	Paid by EFT # 4543		04/17/2024	04/15/2024	04/15/2024		04/26/2024	1,196.14
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 3	\$1,652.62
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	087997	Traffic Seed	Paid by Check # 104422		04/08/2024	04/18/2024	04/18/2024		04/26/2024	43.68
10728 - Ace Hardware-Public Works	088051	keys	Paid by Check # 104422		04/12/2024	04/18/2024	04/18/2024		04/26/2024	18.28
10728 - Ace Hardware-Public Works	087999	Great Stuff	Paid by Check # 104422		04/08/2024	04/18/2024	04/18/2024		04/26/2024	7.64
10728 - Ace Hardware-Public Works	088008	Hacksaw	Paid by Check # 104422		04/09/2024	04/18/2024	04/18/2024		04/26/2024	16.37
10728 - Ace Hardware-Public Works	088014	Bulb	Paid by Check # 104422		04/09/2024	04/18/2024	04/18/2024		04/26/2024	21.84
10728 - Ace Hardware-Public Works	088000	Flag	Paid by Check # 104422		04/08/2024	04/18/2024	04/18/2024		04/26/2024	40.41
10728 - Ace Hardware-Public Works	088027	Keys	Paid by Check # 104422		04/10/2024	04/18/2024	04/18/2024		04/26/2024	21.74
10728 - Ace Hardware-Public Works	087909	Standard duty 100 pack	Paid by Check # 104422		03/27/2024	04/18/2024	04/18/2024		04/26/2024	5.45
10728 - Ace Hardware-Public Works	087934	Standard duty 100 pack	Paid by Check # 104422		04/01/2024	04/18/2024	04/18/2024		04/26/2024	5.45
10728 - Ace Hardware-Public Works	087870	Keys	Paid by Check # 104422		03/21/2024	04/18/2024	04/18/2024		04/26/2024	6.52
10728 - Ace Hardware-Public Works	088036	Keys	Paid by Check # 104422		04/11/2024	04/18/2024	04/18/2024		04/26/2024	20.89
10728 - Ace Hardware-Public Works	088037	Keys	Paid by Check # 104422		04/11/2024	04/18/2024	04/18/2024		04/26/2024	25.70
10728 - Ace Hardware-Public Works	088052	Keys	Paid by Check # 104422		04/15/2024	04/18/2024	04/18/2024		04/26/2024	5.22
10728 - Ace Hardware-Public Works	088057	Keys	Paid by Check # 104422		04/15/2024	04/18/2024	04/18/2024		04/26/2024	21.80
10728 - Ace Hardware-Public Works	088061	Screw	Paid by Check # 104422		04/16/2024	04/18/2024	04/18/2024		04/26/2024	16.38
10728 - Ace Hardware-Public Works	088068	Supplies	Paid by Check # 104422		04/17/2024	04/18/2024	04/18/2024		04/26/2024	41.49



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	088066	Supplies	Paid by Check # 104422		04/17/2024	04/18/2024	04/18/2024		04/26/2024	42.59
10728 - Ace Hardware-Public Works	088070	Tools/Supplies	Paid by Check # 104422		04/17/2024	04/18/2024	04/18/2024		04/26/2024	38.22
10728 - Ace Hardware-Public Works	088074	Fasteners	Paid by Check # 104422		04/17/2024	04/18/2024	04/18/2024		04/26/2024	11.08
10728 - Ace Hardware-Public Works	088082	Supplies	Paid by Check # 104422		04/18/2024	04/22/2024	04/22/2024		04/26/2024	55.66
10728 - Ace Hardware-Public Works	088093	Supplies	Paid by Check # 104422		04/18/2024	04/22/2024	04/22/2024		04/26/2024	32.78
10728 - Ace Hardware-Public Works	088091	Supplies	Paid by Check # 104422		04/18/2024	04/22/2024	04/22/2024		04/26/2024	25.11
10728 - Ace Hardware-Public Works	088089	Supplies/Liners	Paid by Check # 104422		04/18/2024	04/22/2024	04/22/2024		04/26/2024	9.82
10728 - Ace Hardware-Public Works	088088	Supplies	Paid by Check # 104422		04/18/2024	04/22/2024	04/22/2024		04/26/2024	17.46
10728 - Ace Hardware-Public Works	088115	Supplies	Paid by Check # 104422		04/22/2024	04/22/2024	04/22/2024		04/26/2024	27.28
10159 - Consolidated Electrical Distributors, Inc	4914-1033950	Supplies	Paid by Check # 104433		10/27/2023	04/18/2024	04/18/2024		04/26/2024	180.54
10520 - Roto-Rooter Plumbers & Restoration	970261430	Mainline holding water	Paid by Check # 104458		04/22/2024	04/22/2024	04/22/2024		04/26/2024	504.65
10599 - Valley Saw & Garden Equipment	369919	Cutter Bar	Paid by Check # 104464		04/19/2024	04/22/2024	04/22/2024		04/26/2024	273.11
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 28	\$1,537.16
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056090 041924	Locke Paddon Park	Paid by Check # 104446		04/19/2024	04/19/2024	04/19/2024		04/26/2024	62.91
10349 - Marina Coast Water District	000056061 041924	Reservation/Locke Paddon Park	Paid by Check # 104446		04/19/2024	04/19/2024	04/19/2024		04/26/2024	62.91
10349 - Marina Coast Water District	000056006 041924	188 Seaside Circle	Paid by Check # 104446		04/19/2024	04/19/2024	04/19/2024		04/26/2024	203.60
10349 - Marina Coast Water District	000056042 041924	3040 Lake Drive	Paid by Check # 104446		04/19/2024	04/19/2024	04/19/2024		04/26/2024	96.35
10349 - Marina Coast Water District	000056046 041924	3100 Preston Drive	Paid by Check # 104446		04/19/2024	04/22/2024	04/22/2024		04/26/2024	171.14
10349 - Marina Coast Water District	000056045 041924	3100 Preston Drive	Paid by Check # 104446		04/19/2024	04/22/2024	04/22/2024		04/26/2024	484.59
10349 - Marina Coast Water District	0000056094 04192	2660 5th Ave	Paid by Check # 104446		04/19/2024	04/22/2024	04/22/2024		04/26/2024	445.82
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 7	\$1,527.32



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Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6400.800 - Material & Suppl Uniform										
10655 - Freitas, Bo	04-15-24	Boot Reimbursement	Paid by Check # 104439		04/15/2024	04/15/2024	04/15/2024		04/26/2024	197.00
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions	1		\$197.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	44		\$14,092.06
Division 311 - Buildings & Grounds Totals							Invoice Transactions	44		\$14,092.06
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10091 - California Diesel Compliance	23-2298	PSIP Statewide Smoke Opacity Test	Paid by Check # 104429		09/06/2023	04/15/2024	04/15/2024		04/26/2024	390.00
10428 - Monterey Tire Service	1-117795	Tires #13	Paid by Check # 104452		04/10/2024	04/18/2024	04/18/2024		04/26/2024	425.85
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-049329	Starter	Paid by Check # 104453		04/09/2024	04/18/2024	04/18/2024		04/26/2024	256.41
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-048043	Battery Terminal	Paid by Check # 104453		04/02/2024	04/18/2024	04/18/2024		04/26/2024	28.66
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-048952	Oil	Paid by Check # 104453		04/08/2024	04/18/2024	04/18/2024		04/26/2024	975.13
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-048955	Brakes	Paid by Check # 104453		04/08/2024	04/22/2024	04/22/2024		04/26/2024	337.77
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	6		\$2,413.82
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	6		\$2,413.82
Division 313 - Vehicle Maint Totals							Invoice Transactions	6		\$2,413.82
Department 310 - Public Works Totals							Invoice Transactions	50		\$16,505.88
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10515 - Rincon Consultants, Inc.	56188	Marina Grant Support and Prohousing	Paid by EFT # 4546		04/17/2024	04/17/2024	04/17/2024		04/26/2024	827.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$827.00
Account 6330.100 - Fee Agr Costs - Planning										
10171 - CSG Consultants	56034	Marina Staion	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	6,980.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.100 - Fee Agr Costs - Planning										
10713 - Goodwin Consulting Group	3358	Marina Station Formation	Paid by EFT # 4540		04/08/2024	04/18/2024	04/18/2024		04/26/2024	818.75
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions 2			\$7,798.75
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9961270484	Monthly Verizon Bill-308174766	Paid by EFT # 4547		04/10/2024	04/24/2024	04/24/2024		04/26/2024	103.21
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			\$103.21
Account 6400.565 - Material & Suppl Office Supplies										
11790 - Quality Print & Copy	23915	Building Official Business Cards	Paid by EFT # 4544		04/19/2024	04/19/2024	04/19/2024		04/26/2024	135.18
11790 - Quality Print & Copy	23914	Babak Inspector Business Cards	Paid by EFT # 4544		04/19/2024	04/19/2024	04/19/2024		04/26/2024	120.18
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 2			\$255.36
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 6			\$8,984.32
Division 000 - Non-Div Totals							Invoice Transactions 6			\$8,984.32
Department 410 - Planning Totals							Invoice Transactions 6			\$8,984.32
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	56036	Sea Haven Inspections Phase 4	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	18,040.00
10171 - CSG Consultants	56027	Dunes Phase 2 North Inspections	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	2,640.00
10171 - CSG Consultants	56035	Sea Haven Inspection Phase 3B	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	3,877.50
10171 - CSG Consultants	56037	Sea Haven Marina Heights Phase 5a Map/Plan Review	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	880.00
10171 - CSG Consultants	56038	Sea Haven Phase 3A Inspection	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	1,320.00
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check Totals							Invoice Transactions 5			\$26,757.50
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	56017	Permits/Development	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	18,790.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	56022	PWD Services	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	24,000.00
10171 - CSG Consultants	56040	Sea Haven Phase 5A Inspection	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	990.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals									Invoice Transactions 3	\$43,780.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment										
10171 - CSG Consultants	56018	Staff Augmentation	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	14,785.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment Totals									Invoice Transactions 1	\$14,785.00
Account 6300.190 - Prof Svc Engineering Svc Interagency										
10171 - CSG Consultants	56019	RWQCB	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	440.00
10171 - CSG Consultants	56020	TAMC	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	880.00
10171 - CSG Consultants	56021	FORA	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	330.00
Account 6300.190 - Prof Svc Engineering Svc Interagency Totals									Invoice Transactions 3	\$1,650.00
Account 6300.570 - Prof Svc Other										
11984 - Duffy Group, Inc	COM-005	Public Works Director	Paid by Check # 104435		04/19/2024	04/22/2024	04/22/2024		04/26/2024	12,675.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$12,675.00
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	56023	Dunes Hilltop Park Inspections	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	4,207.50
10171 - CSG Consultants	56024	Dunes Op Site 1A	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	220.00
10171 - CSG Consultants	56025	Dunes Phase 1B Promenade	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	9,030.00
10171 - CSG Consultants	56026	Dunes Phase 2 West	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	4,180.00
10171 - CSG Consultants	56028	Dunes Phase 2 West Inspections	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	7,755.00
10171 - CSG Consultants	56029	Dunes Phase 3 North	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	8,280.00
10171 - CSG Consultants	56030	Dunes Promenade (1B) Inspections	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	6,215.00
10171 - CSG Consultants	56031	Grocery at Promenade	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	1,237.50
10171 - CSG Consultants	56032	Home2Suites by Hilton	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	5,032.50



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	56033	Lightfighter Village (229 Hayes)	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	495.00
10171 - CSG Consultants	56041	USA Properties BMR Site 1	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	660.00
10171 - CSG Consultants	56042	Via Del Mar	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	825.00
10171 - CSG Consultants	56043	Via Del Mar Subdivision (3220 Abdy Way)	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	1,815.00
Account 6330.200 - Fee Agr Costs - Engineering Totals							Invoice Transactions	13		\$49,952.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	26		\$149,600.00
Division 000 - Non-Div Totals							Invoice Transactions	26		\$149,600.00
Department 420 - Engineering Totals							Invoice Transactions	26		\$149,600.00
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	55868	Building Inspection	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	23,725.00
10171 - CSG Consultants	56039	Sea Haven Phase 4 Map/Plan Review	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	3,050.00
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions	2		\$26,775.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$26,775.00
Division 000 - Non-Div Totals							Invoice Transactions	2		\$26,775.00
Department 430 - Building Inspection Totals							Invoice Transactions	2		\$26,775.00
Department 440 - Economic Dev										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.497 - Other Charges Membership MCCVB										
10378 - Monterey County Convention & Visitors Bureau - TID	16488	TOT Destination Marketing Jurisdiction Investment Q4	Paid by Check # 104449		04/15/2024	04/17/2024	04/17/2024		04/26/2024	20,500.00
Account 6600.497 - Other Charges Membership MCCVB Totals							Invoice Transactions	1		\$20,500.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$20,500.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$20,500.00
Department 440 - Economic Dev Totals							Invoice Transactions	1		\$20,500.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	April 2024 520 5	AT&T 831-582-9957 520 5	Paid by Check # 104424		04/13/2024	04/24/2024	04/24/2024		04/26/2024	391.49
10603 - Verizon Wireless	9959400591	542484588-00001	Paid by EFT # 4547		03/17/2024	04/17/2024	04/17/2024		04/26/2024	259.85
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	2		\$651.34
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$651.34
Division 100 - Admin Totals							Invoice Transactions	2		\$651.34
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6400.660 - Material & Suppl Recr Youth Progr										
10301 - Janice Griffin	03-28-24	Youth Center	Paid by Check # 104442		03/28/2024	04/23/2024	04/23/2024		04/26/2024	450.00
10420 - Monterey County Weekly	#04/05/24CCM	Advertising Fees	Paid by Check # 104450		04/05/2024	04/17/2024	04/17/2024		04/26/2024	850.00
Account 6400.660 - Material & Suppl Recr Youth Progr Totals							Invoice Transactions	2		\$1,300.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$1,300.00
Division 511 - Youth Totals							Invoice Transactions	2		\$1,300.00
Department 510 - Recreation & Culture Totals							Invoice Transactions	4		\$1,951.34
Fund 100 - General Fund Totals							Invoice Transactions	114		\$234,367.27



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Payment Date Range 04/26/24 - 04/26/24

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 6360.780 - Maint & Repairs Traffic Signals										
10159 - Consolidated Electrical Distributors, Inc	4914-1035380	Time SW	Paid by Check # 104433		11/21/2023	04/18/2024	04/18/2024		04/26/2024	87.06
10159 - Consolidated Electrical Distributors, Inc	4914-1037258	Electrical and Boxes	Paid by Check # 104433		01/09/2024	04/18/2024	04/18/2024		04/26/2024	109.25
10159 - Consolidated Electrical Distributors, Inc	4914-1039930	Fuses	Paid by Check # 104433		03/13/2024	04/18/2024	04/18/2024		04/26/2024	272.47
Account 6360.780 - Maint & Repairs Traffic Signals Totals									Invoice Transactions 3	\$468.78
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	080-9.Apr24	5th Ave Bldg 1A-136 (3479881080-9)	Paid by Check # 104456		04/10/2024	04/15/2024	04/15/2024		04/26/2024	24.64
10463 - Pacific Gas & Electric	April 2024 535-3	PG&E - 6161832535-3	Paid by Check # 104456		04/14/2024	04/24/2024	04/24/2024		04/26/2024	340.80
10463 - Pacific Gas & Electric	April 2024 827-8	PG&E - 0423929827-8	Paid by Check # 104456		04/14/2024	04/24/2024	04/24/2024		04/26/2024	184.95
10463 - Pacific Gas & Electric	April 2024 851-0	PG&E - 3440977851-0	Paid by Check # 104456		04/16/2024	04/24/2024	04/24/2024		04/26/2024	222.42
10463 - Pacific Gas & Electric	April 2024 683-2	PG&E 6217294683-2	Paid by Check # 104456		04/18/2024	04/24/2024	04/24/2024		04/26/2024	801.32
10463 - Pacific Gas & Electric	April 2024 533-8	PG&E - 2253666533-8	Paid by Check # 104456		04/18/2024	04/24/2024	04/24/2024		04/26/2024	169.12
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 6	\$1,743.25
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	000056040 041924	Hilo Ave	Paid by Check # 104446		04/19/2024	04/19/2024	04/19/2024		04/26/2024	28.34
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 1	\$28.34
Account 6400.733 - Material & Suppl Signs										
10108 - Capitol Barricade, Inc.	163552	Stop Sign (4)	Paid by Check # 104430		04/17/2024	04/18/2024	04/18/2024		04/26/2024	213.04
10108 - Capitol Barricade, Inc.	163553	Stop Sign (4)	Paid by Check # 104430		04/17/2024	04/18/2024	04/18/2024		04/26/2024	358.38
Account 6400.733 - Material & Suppl Signs Totals									Invoice Transactions 2	\$571.42
Account 6400.740 - Material & Suppl Special Dept Suppl										
10540 - Sierra Springs & Alhambra	14225799 041324	209 Cypress Ave	Paid by Check # 104459		04/13/2024	04/15/2024	04/15/2024		04/26/2024	113.42
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	\$113.42
Account 6400.780 - Material & Suppl Traffic Signal										
11248 - Bear Electrical Solutions, Inc.	22179	Traffic Signal Maintenance Services Routine	Paid by Check # 104426		03/28/2024	04/15/2024	04/15/2024		04/26/2024	250.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.780 - Material & Suppl Traffic Signal										
10101 - California Department of Transportation	SL240838	Signals & Lighting Billing January 2024 through March 2024	Paid by Check # 104428		04/15/2024	04/19/2024	04/19/2024		04/26/2024	1,680.68
Account 6400.780 - Material & Suppl Traffic Signal Totals							Invoice Transactions 2			\$1,930.68
Account 6400.800 - Material & Suppl Uniform										
11248 - Bear Electrical Solutions, Inc.	22345	Traffic Signal Maintenance Response	Paid by Check # 104426		03/28/2024	04/15/2024	04/15/2024		04/26/2024	940.00
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 1			\$940.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 16			\$5,795.89
Division 000 - Non-Div Totals							Invoice Transactions 16			\$5,795.89
Department 000 - Non-Dept Totals							Invoice Transactions 16			\$5,795.89
Fund 220 - Gas Tax Totals							Invoice Transactions 16			\$5,795.89



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Payment Date Range 04/26/24 - 04/26/24

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										
11489 - Wallace Group, Inc.	62068	Progam Management	Paid by Check # 104467		04/15/2024	04/19/2024	04/19/2024		04/26/2024	7,331.25
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			\$7,331.25
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$7,331.25
Division 000 - Non-Div Totals							Invoice Transactions 1			\$7,331.25
Department 000 - Non-Dept Totals							Invoice Transactions 1			\$7,331.25
Fund 223 - FORA Dissolution Totals							Invoice Transactions 1			\$7,331.25



Accounts Payable by G/L Distribution Report

Payment Date Range 04/26/24 - 04/26/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 232 - Seabreeze AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	56044	Seabreeze	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	110.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		<u>\$110.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$110.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$110.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$110.00</u>
Fund 232 - Seabreeze AD Totals							Invoice Transactions	1		<u>\$110.00</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 233 - Monterey Bay Estates AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	56045	Monterey Bay Estates	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	110.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		<u>\$110.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$110.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$110.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$110.00</u>
Fund 233 - Monterey Bay Estates AD Totals							Invoice Transactions	1		<u>\$110.00</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 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	56046	Cypress Cove II	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	2,365.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		\$2,365.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$2,365.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$2,365.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$2,365.00
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions	1		\$2,365.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 251 - CFD - Locke Paddon										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	012016000 041924	199 A Paddon Place	Paid by Check # 104446		04/19/2024	04/19/2024	04/19/2024		04/26/2024	45.82
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 1			\$45.82
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$45.82
Division 000 - Non-Div Totals							Invoice Transactions 1			\$45.82
Department 000 - Non-Dept Totals							Invoice Transactions 1			\$45.82
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions 1			\$45.82



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 252 - CFD - Dunes No. 2015-1										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	56047	Locke Paddon CFD	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	330.00
10171 - CSG Consultants	56048	Phase 1C CFD	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	220.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals									Invoice Transactions 2	\$550.00
Account 6300.570 - Prof Svc Other										
10713 - Goodwin Consulting Group	13181	CFD Dunes Promenade	Paid by EFT # 4540		04/08/2024	04/15/2024	04/15/2024		04/26/2024	655.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$655.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 3	\$1,205.00
Division 000 - Non-Div Totals									Invoice Transactions 3	\$1,205.00
Department 000 - Non-Dept Totals									Invoice Transactions 3	\$1,205.00
Fund 252 - CFD - Dunes No. 2015-1 Totals									Invoice Transactions 3	\$1,205.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 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	24040727	Marina on call Design Services Slurry Seal Street	Paid by Check # 104427		04/23/2024	04/24/2024	04/24/2024		04/26/2024	30,819.50
11847 - BKF Engineers	24040755	Design Services for Resident Streets Reconstruction	Paid by Check # 104427		04/23/2024	04/24/2024	04/24/2024		04/26/2024	86,212.00
10171 - CSG Consultants	56049	Annual Street Resurfacing	Paid by EFT # 4538		04/12/2024	04/19/2024	04/19/2024		04/26/2024	7,620.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	3		<u>\$124,651.50</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		<u>\$124,651.50</u>
Division 000 - Non-Div Totals							Invoice Transactions	3		<u>\$124,651.50</u>
Department 000 - Non-Dept Totals							Invoice Transactions	3		<u>\$124,651.50</u>
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	3		<u>\$124,651.50</u>



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Payment Date Range 04/26/24 - 04/26/24

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										
10171 - CSG Consultants	56016	Imjin Widening	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	10,395.00
10425 - Monterey Peninsula Engineering	02-23	Los Arboles Deck	Paid by Check # 104451		03/21/2024	04/18/2024	04/18/2024		04/26/2024	45,947.70
10425 - Monterey Peninsula Engineering	03-01	Imjin Parkway Pavement Repair	Paid by Check # 104451		03/21/2024	04/18/2024	04/18/2024		04/26/2024	146,185.05
10425 - Monterey Peninsula Engineering	02-02A	Streetlight Replacement	Paid by Check # 104451		03/21/2024	04/24/2024	04/24/2024		04/26/2024	36,790.98
11489 - Wallace Group, Inc.	62068	Progam Management	Paid by Check # 104467		04/15/2024	04/19/2024	04/19/2024		04/26/2024	30,628.98
10171 - CSG Consultants	56013	PFIF Update	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	880.00
10171 - CSG Consultants	56014	Streetlight Replacement	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	1,560.00
10171 - CSG Consultants	56015	Del Monte Improvement	Paid by EFT # 4538		04/12/2024	04/18/2024	04/18/2024		04/26/2024	220.00
10275 - Home Depot Credit Service	04-12-24	Home Depot (6035 3225 0395 9813)	Paid by Check # 104441		04/12/2024	04/22/2024	04/22/2024		04/26/2024	95.22
10316 - Kimley-Horn & Associates	27403641	2021 Dev Impact Fee	Paid by Check # 104445		02/29/2024	04/15/2024	04/15/2024		04/26/2024	6,384.00
10425 - Monterey Peninsula Engineering	02-25RET	Cypress Knolls Gates	Paid by Check # 104451		03/21/2024	04/18/2024	04/18/2024		04/26/2024	3,475.95
10425 - Monterey Peninsula Engineering	03-10RET	Imjin Parkway Pavement Repair	Paid by Check # 104451		03/21/2024	04/19/2024	04/19/2024		04/26/2024	7,693.95
10515 - Rincon Consultants, Inc.	56189	Marina Downtown Vitalization SP and EIR	Paid by EFT # 4546		04/17/2024	04/17/2024	04/17/2024		04/26/2024	2,957.75
10515 - Rincon Consultants, Inc.	56057	Marina Housing Element Update	Paid by EFT # 4546		04/15/2024	04/24/2024	04/24/2024		04/26/2024	3,692.75
11266 - Verde Design, Inc.	11-2207300	Gloyra Jean Tate Park Site Improvements and Pump Track	Paid by Check # 104465		04/03/2024	04/19/2024	04/19/2024		04/26/2024	8,426.25
11199 - WALD, RUHNKE & DOST ARCHITECTS, LLP	2301409	Equestrian Center	Paid by Check # 104466		03/31/2024	04/19/2024	04/19/2024		04/26/2024	2,162.00
11199 - WALD, RUHNKE & DOST ARCHITECTS, LLP	2301431	Equestrian Center	Paid by Check # 104466		02/29/2024	04/19/2024	04/19/2024		04/26/2024	7,560.45
11489 - Wallace Group, Inc.	61987	Salinas Ave Widening	Paid by Check # 104467		04/15/2024	04/15/2024	04/15/2024		04/26/2024	3,640.00
11489 - Wallace Group, Inc.	62023	Sea Haven City Park	Paid by Check # 104467		04/15/2024	04/15/2024	04/15/2024		04/26/2024	1,107.50



Accounts Payable by G/L Distribution Report

Payment Date Range 04/26/24 - 04/26/24

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										
11489 - Wallace Group, Inc.	62024	Del Monte Medians	Paid by Check # 104467		04/15/2024	04/15/2024	04/15/2024		04/26/2024	1,351.25
Account 6300.570 - Prof Svc Other Totals										\$321,154.78
Account 6700.105 - Capital Outlay Construction										
10878 - Green Waste Recovery, Inc.	0006900187	Roll Off - Equestrian Center	Paid by Check # 104440		08/01/2023	04/17/2024	04/17/2024		04/26/2024	2,461.40
Account 6700.105 - Capital Outlay Construction Totals										\$2,461.40
Sub-Division 00 - Non-Subdiv Totals										\$323,616.18
Division 000 - Non-Div Totals										\$323,616.18
Department 000 - Non-Dept Totals										\$323,616.18
Fund 462 - City Capital Projects Totals										\$323,616.18



Accounts Payable by G/L Distribution Report

Payment Date Range 04/26/24 - 04/26/24

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 6300.570 - Prof Svc Other										
11382 - Telemetrix - John K. Cohan	4254	OAR Access Card Control System Set up 10-1-23 through 12-15-2023	Paid by Check # 104461		04/01/2024	05/01/2024	04/18/2024		04/26/2024	12,251.25
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$12,251.25
Account 6360.050 - Maint & Repairs Building										
10728 - Ace Hardware-Public Works	088090	Doorbell for Bldg 520	Paid by Check # 104422		04/18/2024	04/25/2024	04/16/2024		04/26/2024	32.76
10239 - First Alarm	813654	Bldg 510 Service Call/Labor	Paid by EFT # 4539		04/02/2024	05/02/2024	04/16/2024		04/26/2024	1,404.37
Account 6360.050 - Maint & Repairs Building Totals									Invoice Transactions 2	\$1,437.13
Account 6360.448 - Maint & Repairs Lighting										
10728 - Ace Hardware-Public Works	088075	LED Lights and grounding connections	Paid by Check # 104422		04/17/2024	04/24/2024	04/16/2024		04/26/2024	117.96
Account 6360.448 - Maint & Repairs Lighting Totals									Invoice Transactions 1	\$117.96
Account 6360.566 - Maint & Repairs Other Equipment										
12003 - New Pig Corporation	4306606-00	PIG Roll Top Hardcover Spill Pellet	Paid by Check # 104454		04/01/2024	05/01/2024	04/16/2024		04/26/2024	2,060.18
Account 6360.566 - Maint & Repairs Other Equipment Totals									Invoice Transactions 1	\$2,060.18
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9961270484	Monthly Verizon Bill-308174766	Paid by EFT # 4547		04/10/2024	04/24/2024	04/24/2024		04/26/2024	51.58
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$51.58
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Mar-April 288-5	781 Neeson Rd Bldg 520 (7175660288-5)	Paid by Check # 104456		04/10/2024	04/29/2024	04/16/2024		04/26/2024	354.40
10463 - Pacific Gas & Electric	Mar-April 347-0	Runway Lights (6258961347-0)	Paid by Check # 104456		04/10/2024	04/29/2024	04/16/2024		04/26/2024	711.11
10463 - Pacific Gas & Electric	Mar-Apr 451-7	Box Hangars Bldg 554 (8600650451-7)	Paid by Check # 104456		04/10/2024	04/29/2024	04/16/2024		04/26/2024	510.01
10463 - Pacific Gas & Electric	Mar-Apr 103-6	3200 Imjin Rd Bldg 507 (8030427103-6)	Paid by Check # 104456		04/10/2024	04/29/2024	04/16/2024		04/26/2024	5,414.98
10463 - Pacific Gas & Electric	Mar-April 608-2	3260 Imjin Ave Bldg 514 (7383993608-2)	Paid by Check # 104456		04/10/2024	04/29/2024	04/16/2024		04/26/2024	1,159.64



Accounts Payable by G/L Distribution Report

Payment Date Range 04/26/24 - 04/26/24

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 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	April 2024 683-2	PG&E 6217294683-2	Paid by Check # 104456		04/18/2024	04/24/2024	04/24/2024		04/26/2024	73.82
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	6		\$8,223.96
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	12		\$24,142.06
Division 000 - Non-Div Totals							Invoice Transactions	12		\$24,142.06
Department 000 - Non-Dept Totals							Invoice Transactions	12		\$24,142.06
Fund 555 - Marina Airport Totals							Invoice Transactions	12		\$24,142.06
Grand Totals							Invoice Transactions	174		\$723,739.97



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

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 6300.465 - Prof Svc Legal - Special Counsel										
11505 - Shartsis Friese LLP	5489988	Professional Services - MPWSP - March 2024	Paid by Check # 104488		04/22/2024	04/22/2024	04/22/2024		05/03/2024	137,954.10
Account 6300.465 - Prof Svc Legal - Special Counsel Totals							Invoice Transactions		1	\$137,954.10
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	36796A-IN	City Fuel Enthanol/Diesel	Paid by Check # 104482		04/19/2024	04/25/2024	04/25/2024		05/03/2024	142.70
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		1	\$142.70
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		2	\$138,096.80
Division 000 - Non-Div Totals							Invoice Transactions		2	\$138,096.80
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions		2	\$138,096.80
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	244757	Legal Services - March-April 2024	Paid by Check # 104484		04/18/2024	04/22/2024	04/22/2024		05/03/2024	235.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions		1	\$235.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		1	\$235.00
Division 000 - Non-Div Totals							Invoice Transactions		1	\$235.00
Department 150 - City Attorney Totals							Invoice Transactions		1	\$235.00
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.330 - Prof Svc IT - Information Tech Svc										
10897 - TechRx Technology Services	11745	Webcam Logitech CDD	Paid by EFT # 4567		04/30/2024	05/01/2024	05/01/2024		05/03/2024	54.63
Account 6300.330 - Prof Svc IT - Information Tech Svc Totals							Invoice Transactions		1	\$54.63
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	April 2024 172-2	PG&E - 5618207172-2	Paid by Check # 104486		04/19/2024	04/30/2024	04/30/2024		05/03/2024	869.28
10463 - Pacific Gas & Electric	April 2024 795-7	PG&E - 4467294795-7	Paid by Check # 104486		04/22/2024	04/30/2024	04/30/2024		05/03/2024	570.55
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions		2	\$1,439.83
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	360422589001	Chair PW	Paid by Check # 104485		04/09/2024	04/25/2024	04/25/2024		05/03/2024	371.44
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions		1	\$371.44



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

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 6600.010 - Other Charges Alarm										
10239 - First Alarm	814113	Alarm Monitoring - 211 Hillcrest Ave May-July 2024	Paid by EFT # 4561		04/15/2024	04/22/2024	04/22/2024		05/03/2024	133.08
10239 - First Alarm	815179	Alarm Monitoring - 327 REindollar Ave - May-July 2024	Paid by EFT # 4561		04/15/2024	04/22/2024	04/22/2024		05/03/2024	164.85
Account 6600.010 - Other Charges Alarm Totals							Invoice Transactions 2			\$297.93
Account 6600.090 - Other Charges Claims, Judgments, Damages										
10375 - MBASIA-Monterey Bay Area Self Insurance Authority	2024-00001308	MBASIA - Deductible Recovery Invoices Q 1, 2 & 3	Paid by Check # 104481		04/24/2024	04/30/2024	04/30/2024		05/03/2024	19,361.70
Account 6600.090 - Other Charges Claims, Judgments, Damages Totals							Invoice Transactions 1			\$19,361.70
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 7			\$21,525.53
Division 000 - Non-Div Totals							Invoice Transactions 7			\$21,525.53
Department 190 - Citywide Non-Dept Totals							Invoice Transactions 7			\$21,525.53
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228754	Janitorial Service - Police/Fire/Airport April 2024	Paid by EFT # 4559		04/25/2024	04/25/2024	04/25/2024		05/03/2024	1,718.34
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions 1			\$1,718.34
Account 6360.570 - Maint & Repairs Other Svc Agr										
10493 - Pure H2O	22003	Water Cooler Service Police & Fire 05/01/24	Paid by Check # 104487		05/01/2024	05/01/2024	05/01/2024		05/03/2024	88.55
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 1			\$88.55
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9961931611	Verizon Police Cellular phones	Paid by EFT # 4568		04/18/2024	05/10/2024	05/01/2024		05/03/2024	1,610.13
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			\$1,610.13
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	36796A-IN	City Fuel Enthanol/Diesel	Paid by Check # 104482		04/19/2024	04/25/2024	04/25/2024		05/03/2024	5,422.64
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 1			\$5,422.64



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

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 6600.455 - Other Charges Leased Parking										
10253 - George T. Powell	05012024	Parking Rental Fees	Paid by Check # 104479		05/01/2024	05/01/2024	05/01/2024		05/03/2024	1,047.00
Account 6600.455 - Other Charges Leased Parking Totals							Invoice Transactions	1		\$1,047.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		\$9,886.66
Division 000 - Non-Div Totals							Invoice Transactions	5		\$9,886.66
Department 210 - Police Totals							Invoice Transactions	5		\$9,886.66
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	124179	Plan review & inspection for Rooftop Bldg 9 FA, 107-115 Maritime	Paid by Check # 104472		04/22/2024	04/25/2024	04/25/2024		05/03/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124178	Plan review & inspection for Rooftop Bldg 8 FA, 2740-2748 Dune	Paid by Check # 104472		04/22/2024	04/25/2024	04/25/2024		05/03/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124190	Plan Review Only - HBD Apartments 226 Palm Avenue	Paid by Check # 104472		04/24/2024	04/30/2024	04/30/2024		05/03/2024	200.00
10841 - Carmel Fire Protection Associates - Art Black	124182	Letter Registration & Inspection 3045 Lamont Way, Marina Cottage	Paid by Check # 104472		04/23/2024	04/30/2024	04/30/2024		05/03/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124183	Letter Registration & Inspections 3043 Lamont Way, Marina Cottag	Paid by Check # 104472		04/23/2024	04/30/2024	04/30/2024		05/03/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124184	Letter Registration & Inspections 3041 Lamont Way, Marina Cottag	Paid by Check # 104472		04/23/2024	04/30/2024	04/30/2024		05/03/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124185	Letter Registration & Inspection 598 Santa Lucia Way Marina Cott	Paid by Check # 104472		04/23/2024	05/01/2024	05/01/2024		05/03/2024	230.00



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	124186	Letter Registration & Inspection 3032 El Capitan Dr Marina Cott	Paid by Check # 104472		04/23/2024	05/01/2024	05/01/2024		05/03/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124191	Plan review and inspection at Dunes Bldg G, 150 10th Street	Paid by Check # 104472		04/26/2024	05/01/2024	05/01/2024		05/03/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124188	Letter Registration & Inspections 3028 Arroyo Drive Marina 6000	Paid by Check # 104472		04/24/2024	05/01/2024	05/01/2024		05/03/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124189	Letter Registration & Inspections 3036 Arroyo Drive Marina 6000	Paid by Check # 104472		04/24/2024	05/01/2024	05/01/2024		05/03/2024	230.00
10171 - CSG Consultants	55876	Fire Plan Reveiw & Inspections by Jim Diaz & Eric Rodewald	Paid by EFT # 4560		04/12/2024	04/30/2024	04/30/2024		05/03/2024	1,140.00
10627 - Zoom Imaging Solutions	IN4112150	Maintenance Contract - 01/17/24 to 04/16/24	Paid by Check # 104492		04/17/2024	04/25/2024	04/25/2024		05/03/2024	47.29
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions	13	\$3,687.29
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10897 - TechRx Technology Services	11758	Wireless Keyboard and Mouse	Paid by EFT # 4567		04/30/2024	05/01/2024	05/01/2024		05/03/2024	109.25
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals								Invoice Transactions	1	\$109.25
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228754	Janitorial Service - Police/Fire/Airport April 2024	Paid by EFT # 4559		04/25/2024	04/25/2024	04/25/2024		05/03/2024	516.66
Account 6360.360 - Maint & Repairs Janitorial Totals								Invoice Transactions	1	\$516.66
Account 6360.566 - Maint & Repairs Other Equipment										
10323 - L.N. Curtis & Sons	INV819396	Mako Repair	Paid by EFT # 4562		04/30/2024	05/01/2024	05/01/2024		05/03/2024	503.00
Account 6360.566 - Maint & Repairs Other Equipment Totals								Invoice Transactions	1	\$503.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4190899875	Shop towels	Paid by Check # 104473		04/26/2024	04/30/2024	04/30/2024		05/03/2024	138.05
10493 - Pure H2O	22003	Water Cooler Service Police & Fire 05/01/24	Paid by Check # 104487		05/01/2024	05/01/2024	05/01/2024		05/03/2024	113.53
Account 6360.570 - Maint & Repairs Other Svc Agr Totals								Invoice Transactions	2	\$251.58



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

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 6360.850 - Maint & Repairs Vehicle										
10967 - Monterey Signs, Inc.	24354	Di cut reflective lettering for fire vehicles	Paid by EFT # 4563		03/21/2024	04/25/2024	04/25/2024		05/03/2024	386.56
Account 6360.850 - Maint & Repairs Vehicle Totals									Invoice Transactions 1	\$386.56
Account 6400.100 - Material & Suppl CSA 74 Funded										
10077 - Bound Tree Medical	85317457	Medical Supplies - Adult Electrodes, Masks, Splint	Paid by Check # 104471		04/17/2024	04/25/2024	04/25/2024		05/03/2024	1,327.10
Account 6400.100 - Material & Suppl CSA 74 Funded Totals									Invoice Transactions 1	\$1,327.10
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	36796A-IN	City Fuel Enthanol/Diesel	Paid by Check # 104482		04/19/2024	04/25/2024	04/25/2024		05/03/2024	1,320.43
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$1,320.43
Account 6400.740 - Material & Suppl Special Dept Suppl										
11790 - Quality Print & Copy	23825	Business cards for Chief Sweeney & Goncalves	Paid by EFT # 4564		04/19/2024	04/25/2024	04/25/2024		05/03/2024	374.18
10560 - Suburban Propane	94550	Bulk Tank Rent - 1 year	Paid by Check # 104489		04/14/2024	04/25/2024	04/25/2024		05/03/2024	1.00
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 2	\$375.18
Account 6600.455 - Other Charges Leased Parking										
10253 - George T. Powell	05012024	Parking Rental Fees	Paid by Check # 104479		05/01/2024	05/01/2024	05/01/2024		05/03/2024	353.00
Account 6600.455 - Other Charges Leased Parking Totals									Invoice Transactions 1	\$353.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 24	\$8,830.05
Division 000 - Non-Div Totals									Invoice Transactions 24	\$8,830.05
Department 250 - Fire Totals									Invoice Transactions 24	\$8,830.05
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10250 - Gavilan Pest Control	0161710	3126 Shoemaker at Pong Rodents	Paid by Check # 104478		04/18/2024	04/24/2024	04/24/2024		05/03/2024	80.00
10250 - Gavilan Pest Control	0161709	190 Seaside Circle Gophers	Paid by Check # 104478		04/18/2024	04/24/2024	04/24/2024		05/03/2024	300.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 2	\$380.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	088077	Keys	Paid by Check # 104469		04/17/2024	04/24/2024	04/24/2024		05/03/2024	5.45
10728 - Ace Hardware-Public Works	088084	Supplies	Paid by Check # 104469		04/18/2024	04/24/2024	04/24/2024		05/03/2024	109.18
10728 - Ace Hardware-Public Works	088087	Keys/Supplies	Paid by Check # 104469		04/18/2024	04/24/2024	04/24/2024		05/03/2024	36.02
10728 - Ace Hardware-Public Works	088035	Fasteners	Paid by Check # 104469		04/11/2024	04/24/2024	04/24/2024		05/03/2024	16.74
10728 - Ace Hardware-Public Works	088034	Fasteners/Supplies	Paid by Check # 104469		04/11/2024	04/24/2024	04/24/2024		05/03/2024	49.15
10728 - Ace Hardware-Public Works	088043	Supplies	Paid by Check # 104469		04/12/2024	04/24/2024	04/24/2024		05/03/2024	.86
10728 - Ace Hardware-Public Works	088127	Supplies	Paid by Check # 104469		04/23/2024	04/24/2024	04/24/2024		05/03/2024	66.16
10728 - Ace Hardware-Public Works	088168	Supplies Annex	Paid by Check # 104469		04/26/2024	04/25/2024	04/25/2024		05/03/2024	41.49
10728 - Ace Hardware-Public Works	088135	Supplies	Paid by Check # 104469		04/23/2024	04/25/2024	04/25/2024		05/03/2024	15.23
10728 - Ace Hardware-Public Works	088122	Bungee	Paid by Check # 104469		04/23/2024	04/25/2024	04/25/2024		05/03/2024	4.36
10728 - Ace Hardware-Public Works	088158	Supplies	Paid by Check # 104469		04/25/2024	04/25/2024	04/25/2024		05/03/2024	67.89
10728 - Ace Hardware-Public Works	088163	Supplies	Paid by Check # 104469		04/25/2024	04/25/2024	04/25/2024		05/03/2024	58.71
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 12	\$471.24
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	36796A-IN	City Fuel Enthanol/Diesel	Paid by Check # 104482		04/19/2024	04/25/2024	04/25/2024		05/03/2024	214.06
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$214.06
Account 6400.800 - Material & Suppl Uniform										
11607 - Downing, Joshua - refunds only	04-26-24	Boot Reimbursement	Paid by Check # 104477		04/24/2024	04/25/2024	04/25/2024		05/03/2024	225.00
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110448028	PW Uniforms	Paid by Check # 104491		04/19/2024	04/24/2024	04/24/2024		05/03/2024	150.91
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110452661	PW Uniforms	Paid by Check # 104491		04/26/2024	04/25/2024	04/25/2024		05/03/2024	204.61
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 3	\$580.52
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 18	\$1,645.82
Division 311 - Buildings & Grounds Totals									Invoice Transactions 18	\$1,645.82



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
11972 - Dent Pro of Santa Cruz and Salinas Valley, Inc.	D17806	17 Ford Taurus 2 Doors on Left Side	Paid by Check # 104476		04/03/2024	04/25/2024	04/25/2024		05/03/2024	300.00
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	1		\$300.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$300.00
Division 313 - Vehicle Maint Totals							Invoice Transactions	1		\$300.00
Department 310 - Public Works Totals							Invoice Transactions	19		\$1,945.82
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10189 - Denise Duffy & Associates	8607	Museum of Handcar Technology Project	Paid by Check # 104475		05/10/2023	04/26/2024	04/26/2024		05/03/2024	3,224.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$3,224.00
Account 6330.100 - Fee Agr Costs - Planning										
10508 - Regional Government Services	16549	Contracted Services Marina Dunes February 2024	Paid by EFT # 4566		02/29/2024	04/09/2024	04/09/2024		05/03/2024	4,696.98
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions	1		\$4,696.98
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	36796A-IN	City Fuel Enthanol/Diesel	Paid by Check # 104482		04/19/2024	04/25/2024	04/25/2024		05/03/2024	142.70
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions	1		\$142.70
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	363092541001	Ink for CDD	Paid by Check # 104485		04/12/2024	04/26/2024	04/26/2024		05/03/2024	65.31
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	1		\$65.31
Account 6500.700 - Training & Travel Training & Travel										
11779 - Alyson Hunter	04-26-24	Reimbursement for Workshop	Paid by Check # 104470		04/26/2024	04/26/2024	04/26/2024		05/03/2024	126.50
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions	1		\$126.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		\$8,255.49
Division 000 - Non-Div Totals							Invoice Transactions	5		\$8,255.49
Department 410 - Planning Totals							Invoice Transactions	5		\$8,255.49



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

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										
10427 - Monterey Regional Waste Management District	03-SB13832324	Billing 50% of FY 23-24 Annual Proportionate Share of SB1383	Paid by Check # 104483		04/25/2024	04/26/2024	04/26/2024		05/03/2024	24,131.00
Account 6300.190 - Prof Svc Engineering Svc Interagency Totals							Invoice Transactions	1		\$24,131.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$24,131.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$24,131.00
Department 420 - Engineering Totals							Invoice Transactions	1		\$24,131.00
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11762 - Raimi + Associates, Inc	24-6334	Marina ODS March 2024	Paid by EFT # 4565		04/29/2024	04/30/2024	04/30/2024		05/03/2024	9,383.59
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$9,383.59
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$9,383.59
Division 000 - Non-Div Totals							Invoice Transactions	1		\$9,383.59
Department 430 - Building Inspection Totals							Invoice Transactions	1		\$9,383.59
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	36796A-IN	City Fuel Enthanol/Diesel	Paid by Check # 104482		04/19/2024	04/25/2024	04/25/2024		05/03/2024	356.75
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions	1		\$356.75
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$356.75
Division 100 - Admin Totals							Invoice Transactions	1		\$356.75
Department 510 - Recreation & Culture Totals							Invoice Transactions	1		\$356.75
Fund 100 - General Fund Totals							Invoice Transactions	66		\$222,646.69



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 130 - Library Maintenance										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.060 - Maint & Repairs Bdg Library										
10187 - Della Mora Heating, Inc.	16022	Marina Library	Paid by Check # 104474		04/19/2024	04/25/2024	04/25/2024		05/03/2024	820.00
Account 6360.060 - Maint & Repairs Bdg Library Totals							Invoice Transactions 1		\$820.00	
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1		\$820.00	
Division 000 - Non-Div Totals							Invoice Transactions 1		\$820.00	
Department 000 - Non-Dept Totals							Invoice Transactions 1		\$820.00	
Fund 130 - Library Maintenance Totals							Invoice Transactions 1		\$820.00	



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

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	April 2024 483-6	PG&E - 3982644483-6	Paid by Check # 104486		04/22/2024	04/30/2024	04/30/2024		05/03/2024	17,512.21
10463 - Pacific Gas & Electric	329-1.Apr24	430 Marina Heights Dr Unit A (2391581329-1)	Paid by Check # 104486		04/16/2024	04/24/2024	04/24/2024		05/03/2024	44.81
10463 - Pacific Gas & Electric	April 2024 362-9	PG&E - 5996678362-9	Paid by Check # 104486		04/19/2024	04/30/2024	04/30/2024		05/03/2024	169.71
10463 - Pacific Gas & Electric	Nov 2023 362-9	PG&E - 5996678362-9	Paid by Check # 104486		11/17/2023	04/30/2024	04/30/2024		05/03/2024	138.96
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 4	\$17,865.69
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	36796A-IN	City Fuel Enthanol/Diesel	Paid by Check # 104482		04/19/2024	04/25/2024	04/25/2024		05/03/2024	653.56
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$653.56
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110448029	PW Shop Supplies	Paid by Check # 104491		04/19/2024	04/24/2024	04/24/2024		05/03/2024	70.51
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110452662	PW Shop Supplies	Paid by Check # 104491		04/26/2024	04/25/2024	04/25/2024		05/03/2024	70.51
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 2	\$141.02
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 7	\$18,660.27
Division 000 - Non-Div Totals									Invoice Transactions 7	\$18,660.27
Department 000 - Non-Dept Totals									Invoice Transactions 7	\$18,660.27
Fund 220 - Gas Tax Totals									Invoice Transactions 7	\$18,660.27



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

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 223 - Habitat Management										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6375.015 - JCFA Habitat Mgt Planning & Design										
10189 - Denise Duffy & Associates	9120	Ramco Restoration Plan	Paid by Check		04/23/2024	04/25/2024	04/25/2024		05/03/2024	4,216.00
					# 104475					
Account 6375.015 - JCFA Habitat Mgt Planning & Design Totals							Invoice Transactions	1		\$4,216.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$4,216.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$4,216.00
Department 223 - Habitat Management Totals							Invoice Transactions	1		\$4,216.00
Fund 223 - FORA Dissolution Totals							Invoice Transactions	1		\$4,216.00



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

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 A	PG&E - 2862559272-1 (Oct 2023 statement is \$2.35)	Paid by Check # 104486		10/18/2023	04/30/2024	04/30/2024		05/03/2024	2.35
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$2.35
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$2.35
Division 000 - Non-Div Totals							Invoice Transactions	1		\$2.35
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$2.35
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions	1		\$2.35



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

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										
11762 - Raimi + Associates, Inc	24-6340	Marina GPU, February 2024	Paid by EFT # 4565		05/01/2024	05/01/2024	05/01/2024		05/03/2024	35,341.63
10171 - CSG Consultants	06014-Add	Streetlight Replacement	Paid by EFT # 4560		04/12/2024	04/25/2024	04/25/2024		05/03/2024	90.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		<u>\$35,431.63</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		<u>\$35,431.63</u>
Division 000 - Non-Div Totals							Invoice Transactions	2		<u>\$35,431.63</u>
Department 000 - Non-Dept Totals							Invoice Transactions	2		<u>\$35,431.63</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	2		<u>\$35,431.63</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 05/03/24 - 05/03/24

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										
11718 - Noland, Hamerly, Etienne & Hoss	244757	Legal Services - March-April 2024	Paid by Check # 104484		04/18/2024	04/22/2024	04/22/2024		05/03/2024	166.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals									Invoice Transactions 1	\$166.00
Account 6360.050 - Maint & Repairs Building										
10239 - First Alarm	816632	721 Neeson Rd Bldg 533 Alarm Monitoring	Paid by EFT # 4561		04/15/2024	05/10/2024	04/30/2024		05/03/2024	423.00
10239 - First Alarm	816631	3240 Imjin Rd Bldg 510 Alarm Monitoring	Paid by EFT # 4561		04/15/2024	05/10/2024	04/30/2024		05/03/2024	519.66
Account 6360.050 - Maint & Repairs Building Totals									Invoice Transactions 2	\$942.66
Account 6360.280 - Maint & Repairs Habitat Management Svc										
10250 - Gavilan Pest Control	0161437	Bldg 520 Squirrels	Paid by Check # 104478		04/24/2024	04/30/2024	04/30/2024		05/03/2024	1,150.00
Account 6360.280 - Maint & Repairs Habitat Management Svc Totals									Invoice Transactions 1	\$1,150.00
Account 6360.566 - Maint & Repairs Other Equipment										
11771 - US Fuelling Solution	25383	Motor Head w/ FSA for 100LL fuel tank	Paid by Check # 104490		04/26/2024	05/10/2024	04/26/2024		05/03/2024	1,529.84
Account 6360.566 - Maint & Repairs Other Equipment Totals									Invoice Transactions 1	\$1,529.84
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	36796A-IN	City Fuel Enthanol/Diesel	Paid by Check # 104482		04/19/2024	04/25/2024	04/25/2024		05/03/2024	214.05
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 1	\$214.05
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 6	\$4,002.55
Division 000 - Non-Div Totals									Invoice Transactions 6	\$4,002.55
Department 000 - Non-Dept Totals									Invoice Transactions 6	\$4,002.55
Fund 555 - Marina Airport Totals									Invoice Transactions 6	\$4,002.55
Grand Totals									Invoice Transactions 84	\$285,779.49



Accounts Payable by G/L Distribution Report

Payment Date Range 04/19/24 - 04/19/24

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 6650.010 - ROPS #10-Financial, RE Advisory Svc										
10315 - Keyser Marston Associates	0038670	March 2024 Prof. Service	Paid by EFT # 98		04/15/2024	04/15/2024	04/15/2024		04/19/2024	811.25
Account 6650.010 - ROPS #10-Financial, RE Advisory Svc Totals										811.25
Invoice Transactions 1										
Account 6650.030 - ROPS #30 Administrative Costs - Other										
10008 - Monterey County Department of Health - EHB	LUC MOA 23/24 #8	Direct Cost per MOA for services rendered 10/1-12/31/23	Paid by Check # 123		04/10/2024	04/15/2024	04/15/2024		04/19/2024	970.53
Account 6650.030 - ROPS #30 Administrative Costs - Other Totals										970.53
Invoice Transactions 1										
Sub-Division 00 - Non-Subdiv Totals										1,781.78
Invoice Transactions 2										
Division 000 - Non-Div Totals										1,781.78
Invoice Transactions 2										
Department 000 - Non-Dept Totals										1,781.78
Invoice Transactions 2										
Fund 758 - Successor Agency Oblig Retirement Totals										1,781.78
Invoice Transactions 2										
Grand Totals										1,781.78
Invoice Transactions 2										



DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
May 7, 2024

MINUTES

Tuesday, April 16, 2024

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.

Council Member McCarthy requested to attend the meeting remotely under AB2449.

BIALA/VISSCHER: TO APPROVE COUNCIL MEMBER MCCARTHY'S REQUEST FOR EMERGENCY ATTENDANCE UNDER AB 2994. 3-0-1(Delgado)-0 Motion Passes by majority at time of quorum.

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: Jennifer McAdams, Brian McCarthy (Remote AB 2449), Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado (Arrived at 5:05 PM)

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS:

4. CLOSED SESSION:

a. Conference with Legal Counsel, Existing Litigation (§ 54956.9(d)) 3 cases:

(1) *City of Marina, et al. vs. Nemeth, Karla, et al.*, Monterey County Superior Court Case No. 19CV005270.

(2) *California-American Water Company v. All Persons Interested in the Validity of the City of Marina et al.*, Monterey County Superior Court Case No. 20CV002436.

(3) *City of Marina, et al. v. All Persons Interested in the Validity of the Monterey County Groundwater Sustainability Plan*, Monterey County Superior Court Case No. 21CV000493.

b. Real Property Negotiation (Govt. Code Section 54956.8)

i. Property: 3005 Max Circle, Marina, CA

Negotiating Party: Monterey County Assessor/Blankenship

Negotiator(s): City Manager

Terms: Price and Terms

c. Public Employment Appointment (§54957)

Position: City Attorney

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

The city Attorney reported out Closed Session: There was direction given, but there was no, reportable action taken.

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

6. SPECIAL PRESENTATIONS:

a. Proclamations

i. Small Business Week

ii. Cathy Meachum

iii. Ed Meachum

b. Presentation on MPUSD Improvements, PK Diffenbaugh

7. COUNCIL AND STAFF ANNOUNCEMENTS:

- Alyson Hunter – Informed the public that the Planning Department now has free pre-approved ADU Plans available. Also, announced on April 27th from 10:00am-12:00pm at the Marina Community Center will be the Marina Land Use Planning Workshop. This workshop will cover the proposed land use alternative for the 2045 General Plan Update, the 2024 Local Coastal Program update and the Gateway Signage Project.
- Mayor Delgado – Commented about the Marina Earth Day event on April 13th and the great turnout, new Bourne Learning Trail to enjoy. Announced on April 21st from 10:00am-1:00pm will be another Hilltop Park planting event.

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.*
 - Brad Imamura – Commented on the Dunes CFD 2015-01 levied on the properties and asked what is the current balance of the tax fund? What has been spent so far from the funds?
 - Jeff Markham – Thanked Juan in the public works department for maintaining the Cypress Knolls fencing. Commented on PK Diffenbaugh's presentation on the schools and MST bus lines within Marina.
 - Howard Gustafson – Commented on and opposes the MST Surf Line Project.
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 104291-104389, totaling \$741,190.20.
Accounts Payable Successor Agency Check Number 122 and EFT 96, totaling \$1,925.12.
 - b. **MINUTES:** *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) April 2, 2024, Regular City Council Meeting
 - c. **CLAIMS AGAINST THE CITY:** None
 - d. **AWARD OF BID:** None
 - e. **CALL FOR BIDS:** None
 - f. **ADOPTION OF RESOLUTIONS:** *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) ~~Adopting Resolution No. 2024, approving the grant of funds from the State Coastal Conservancy for Monterey Bay Coastal Trail – Fort Ord Dunes State Park access improvements. (Not a Project under CEQA per Article 20, Section 15378)~~ ***Pulled by Council Member McCarthy, becomes agenda item 13a***

- (2) Adopting **Resolution No. 2024-32**, objecting to the proposes sale of a tax-defaulted property in the City of Marina, finding the acquisition such property is exempt from the California Environmental Quality Act (CEQA), and authorizing the City Manager to execute an application to purchase tax-defaulted property from the County of Monterey [APN 032-411-063-000]. *(Not a Project under CEQA per Article 20, Section 15378)*
- (3) Adopting **Resolution No. 2024-33**, approving a waiver of Conflict of Interest and Consent to Represent City of Marina and authorizing the city manager to execute the waiver. *(Not a Project under CEQA per Article 20, Section 15378)*

- g. APPROVAL OF AGREEMENTS: *(Not a Project under CEQA per Article 20, Section 15378)*
- h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None
- i. MAPS: None
- j. REPORTS: (RECEIVE AND FILE): None
- k. FUNDING & BUDGET MATTERS: None
- l. APPROVE ORDINANCES (WAIVE SECOND READING):
- m. APPROVE APPOINTMENTS:

Council Member McCarthy requested to pull agenda item 10f(1) for comments and questions.

Council Member McAdams, corrections to agenda item 10b(1), noted her name was missing from roll call.

Mayor Pro Tem Visscher, corrections to agenda item 10b(1), page 4, Motion # 3 to remove two words “or so” from the minutes.

DELGADO/BIALA: TO APPROVE THE CONSENT AGENDA MINUS 10f(1) AND WITH THE NOTED CORRECTIONS TO AGENDA ITEM 10b(1). 5-0-0-0 Motion Passes by Roll Call Vote

11. PUBLIC HEARINGS: *In the Council’s discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*
 - a. Consider introducing Ordinance No. 2024-04, amending Marina Municipal Code (MMC) Section 17.62.090.A to change the term for Tree Committee members from one year to two years. This action is exempt from environmental review per § 15378 of the CEQA guidelines.

Mayor opened the public hearing for comments: None received.

MCADAMS/VISSCHER: TO APPROVE THE INTRODUCTION OF ORDINANCE NO. 2024-04, AMENDING MARINA MUNICIPAL CODE (MMC) SECTION 17.62.090.A TO CHANGE THE TERM FOR TREE COMMITTEE MEMBERS FROM ONE YEAR TO TWO YEARS. THIS ACTION IS EXEMPT FROM ENVIRONMENTAL REVIEW PER § 15378 OF THE CEQA GUIDELINES. 5-0-0-0 Motion Passes by Roll Call Vote

- b. Consider introducing Ordinance No. 2024-05, adding Chapter 8.70 (Public Nuisance), to the Marina Municipal Code based on findings and California Environmental Quality Act (CEQA) exemptions Sections 15060(c)(2) and 15061(b)(3) of the CEQA Guidelines.

Mayor opened the public hearing for comments:

- Jeff Markham – Asked what “attractive nuisance really” means.
- Denise Turley – Asked how fireworks impact this ordinance.

Council discussion: City’s exemption from this ordinance. Religious displays, other cities ordinances, enforcement/compliance of ordinance, financial hardship policy; responsibility of sidewalk repairs, administrative procedures,

MCADAMS/BIALA: TO APPROVE THE INTRODUCTION OF ORDINANCE NO. 2024-05, ADDING CHAPTER 8.70 (PUBLIC NUISANCE), TO THE MARINA MUNICIPAL CODE BASED ON FINDINGS AND CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTIONS SECTIONS 15060(C)(2) AND 15061(B)(3) OF THE CEQA GUIDELINES, WITH MINOR TEXT EDITS; AND DIRECT STAFF TO COMPOSE A SEPARATE POLICY RELATED TO FINANCIAL HARDSHIP OR FOR OTHER HARDSHIPS. 5-0-0-0 Motion Passes by Roll Call Vote

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. 2024-34**, approving the grant of funds from the State Coastal Conservancy for Monterey Bay Coastal Trail – Fort Ord Dunes State Park access improvements. *(Not a Project under CEQA per Article 20, Section 15378)* ***Pulled by Council Member McCarthy, was agenda item 10f(1)***

The City Manager gave a summary of the staff report.

Discussion on agreeing to terms of an agreement that has not been seen, selected beach access routes, long-term management and maintenance of the existing trails and facilities and associated costs,

VISSCHER/BIALA: TO ADOPT RESOLUTION NO. 2024-34, APPROVING THE GRANT OF FUNDS FROM THE STATE COASTAL CONSERVANCY FOR MONTEREY BAY COASTAL TRAIL – FORT ORD DUNES STATE PARK ACCESS IMPROVEMENTS. 5-0-0-0 Motion Passes by Roll Call Vote

14. **COUNCIL & STAFF INFORMATIONAL REPORTS:**
 - a. Monterey County Mayor’s Association [Mayor Bruce Delgado]

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

Council Member McAdams attended my first Recreation and Cultural Services Commission where a report was given on all recreation activities. We heard from Marina Community Partners on the public art projects.

Mayor Pro Tem Visscher attended the TAMC Bicycle and Transportation Advisory Committee who donated materials (bicycle bells and lights) to Earth Day. Marina still needs an alternate member for this committee.

Council Member Biala commented on our Sister City Virtual Student Exchange Program.

- (i) City Manager report on former Fort Ord area water allocation

The City Manager provided an update to the council and public on the former Fort Ord area water allocation. Also provided update on city facilities and announced Marina's Housing Element was approved by HCD and are now eligible to CDBG Grants.

- 15. ADJOURNMENT: the meeting adjourned at 9:43 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

April 29, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
May 7, 2024

**RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING ADVERTISING AND CALL FOR BIDS FOR THE 2024
CITYWIDE SLURRY SEAL PROJECT.**

RECOMMENDATION:

It is recommended that the City Council consider:

- (1) Adopting Resolution No. 2024-, approving advertising and call for bids for the 2024 Citywide Slurry Seal Project.

BACKGROUND:

At the regular meeting of June 20, 2023, the City Council of the City of Marina adopted Resolution No. 2023-66, receiving a presentation on the City's Pavement Management Program for Fiscal Years 23/24, 24/25 and 25/26. As part of the staff presentation, the City's annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding for roadway maintenance.

ANALYSIS:

The annual resurfacing of streets will extend the useful life of the City's pavement infrastructure. Streets are selected by the pavement management program to provide the greatest benefit to the street network within the given budget. The proposed project to be advertised is one of two Phases of Construction for this fiscal year. This Phase will address specific areas of the City that require pavement-preserving slurry sealing ("**EXHIBIT A**").

FISCAL IMPACT:

There is no fiscal impact to calling for bids. The current budget for this project is approximately \$2.8 million. The project's budget is funded with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding for roadway maintenance.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Nourdin Khayata, P.E.
Interim Public Works Director
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING ADVERTISING AND CALL FOR BIDS FOR THE 2024
CITYWIDE SLURRY SEAL PROJECT

WHEREAS, at the regular meeting of June 20, 2023, the City Council of the City of Marina adopted Resolution No. 2023-66, receiving a presentation on the City's Pavement Management Program for Fiscal Years 23/24, 24/25 and 25/26. As part of the staff presentation, the City's annual street resurfacing project was introduced with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding for roadway maintenance, and;

WHEREAS, the annual resurfacing of streets will extend the useful life of the City's pavement infrastructure. Streets are selected by the pavement management program to provide the greatest benefit to the street network within the given budget. The proposed project to be advertised is one of two Phases of Construction for this fiscal year. This Phase will address specific areas of the City that require pavement-preserving slurry sealing, and;

WHEREAS, there is no fiscal impact to calling for bids. The current budget for this project is approximately \$2.8 million. The project's budget is funded with Senate Bill 1 Road Maintenance and Rehabilitation Account funds, Measure X and General Fund funding for roadway maintenance, and;

WHEREAS, the project is ready for advertisement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby approve advertising and call for bids for the 2024 Citywide Slurry Seal Project.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 7th day of May 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

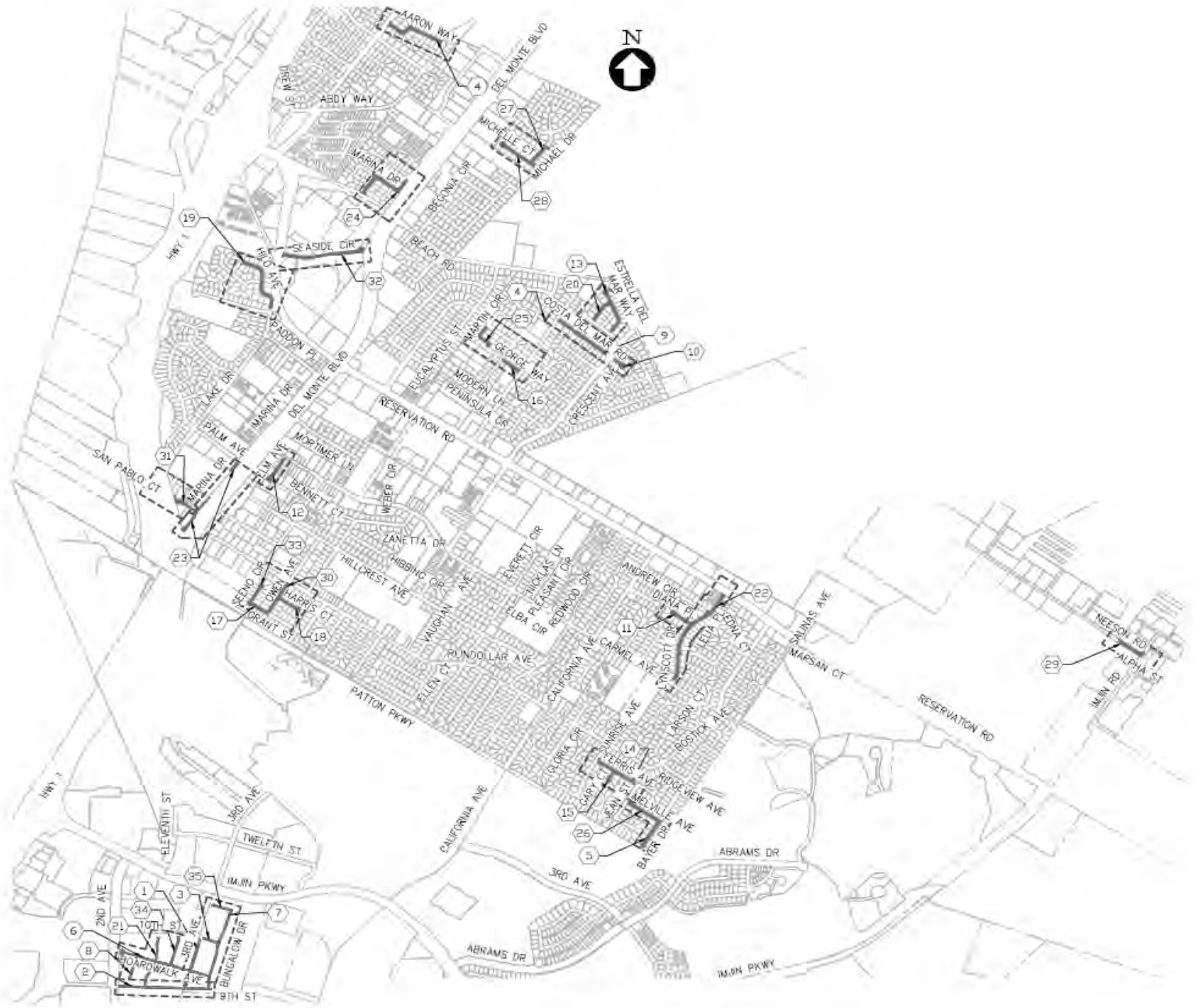
ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

SLURRY SEAL SUMMARY					
LOCATION	STREET NAME	FROM	TO	AREA (SF)	Dwg No.
1	3RD AVENUE	9TH STREET	10TH STREET	22,932	L-1
2	9TH STREET	2ND AVENUE	BUNGALOW DRIVE	37,087	L-2
3	10TH STREET	3RD AVENUE	BUNGALOW DRIVE	5,059	L-1
4	AARON WAY	CARDOZA AVENUE	ABDY WAY	32,602	L-3
5	BAYER DRIVE	(END)	MELVILLE AVENUE	19,352	L-4
6	BOARDWALK AVENUE	(END)	BUNGALOW DRIVE	31,403	L-5
7	BUNGALOW DRIVE	9TH STREET	TELEGRAPH BOULEVARD	32,021	L-1
8	CANVAS WAY	(END)	BOARDWALK AVENUE	9,406	L-5
9	COSTA DEL MAR ROAD	DE FOREST ROAD	CRESCENT AVENUE	31,013	L-6
10	COSTA DEL MAR ROAD	DE FOREST ROAD	(END)	7,722	L-6
11	DIANA PLACE	(END)	LYNSCOTT DRIVE	10,865	L-7
12	ELM AVENUE	PALM AVENUE	CARMEL AVENUE	15,605	L-8
13	ESTRELLA DEL MAR WAY	QUEBRADA DEL MAR WAY	(END)	27,921	L-9
14	FERRIS AVENUE	SUNRISE AVENUE	JEAN STREET	20,196	L-10
15	GARY CIRCLE	(END)	FERRIS AVENUE	5,513	L-10
16	GEORGE WAY	VISTA DEL CAMINO CIR	DE FOREST ROAD	8,776	L-11
17	GRANT STREET	SEENO CIRCLE	OWEN AVENUE	12,869	L-12
18	HARRIS COURT	OWEN AVENUE	(END)	9,523	L-12
19	HILLO AVENUE	ROBIN DRIVE	NINOLE DRIVE	35,587	L-13
20	ISLA DEL SOL WAY	QUEBRADA DEL MAR WAY	ESTRELLA DEL MAR WAY	11,756	L-9
21	LIGHTHOUSE LANE	9TH STREET	10TH STREET	20,200	L-5
22	LYNSCOTT DRIVE	CARMEL AVENUE	RESERVATION ROAD	61,466	L-14
23	MARINA DRIVE	(SOUTH END)	SAN PABLO COURT	21,239	L-15
24	MARINA DRIVE	BEACH ROAD	LILLIAN PLACE	35,613	L-16
25	MARTIN CIRCLE	(END)	VISTA DEL CAMINO CIR	11,840	L-11
26	MELVILLE AVENUE	JEAN STREET	BAYER DRIVE	15,898	L-4
27	MICHAEL DRIVE	MICHELLE COURT	137 FEET N/O SEAN CT	15,052	L-17
28	MICHELLE COURT	(END)	MICHAEL DRIVE	17,539	L-17
29	NEESON ROAD	163 FEET W/O EAST ST	IMJIN ROAD	15,493	L-18
30	OWEN AVENUE	GRANT STREET	REINDOLLAR AVENUE	15,972	L-12
31	SAN PABLO COURT	MARINA DRIVE	(END)	10,920	L-19
32	SEASIDE CIRCLE	RESERVATION ROAD	(END)	40,276	L-20
33	SEENO CIRCLE	GRANT STREET	(END)	8,146	L-12
34	SHOREBIRD PLACE	BOARDWALK AVENUE	10TH STREET	12,023	L-5
35	TELEGRAPH BOULEVARD	3RD AVENUE	BUNGALOW DRIVE	8,087	L-1
TOTAL				696,974	



Revisions		
No.	Description	Date



BKF ENGINEERS
1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
(408) 467-9100
www.bkf.com

SCALE	NTS
DESIGN BY:	SL
DRAWN BY:	AL
CHECKED BY:	DN
CONSULTANT'S JOB No.	20230756-20

CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS

MARINA RESIDENTIAL STREETS SLURRY TREATMENT
KEY MAP & QUANTITY SUMMARY TABLE

City of Marina
Monterey County
California

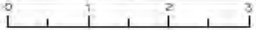
City of Marina
209 Cypress Ave
Marina, CA 93933

City of Marina
Project No.

Drawing No. **K-1**

Sheet **3** of **23**

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES



Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 7, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
RECEIVING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR
THE CYPRESS COVE II LANDSCAPE MAINTENANCE ASSESSMENT
DISTRICT; DECLARING ITS INTENTION TO LEVY AN ASSESSMENT
IN FISCAL YEAR 2024-25 IN THAT DISTRICT; AND CALLING A
PUBLIC HEARING FOR MAY 21, 2024**

REQUEST:

It is requested that the City Council to consider:

1. Adopting Resolution No. 2024-, receiving the Fiscal Year 2024-25 Engineer's Report for the Cypress Cove II Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2024-25 in that district; and calling a public hearing for May 21, 2024.

BACKGROUND:

At the regular meeting of June 16, 1987, the City Council adopted Resolution 1987-23, ordering the formation of the Cypress Cove II Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals.

The Landscaping and Lighting Act of 1972 requires an annual update report to be prepared, which includes the costs to maintain the improvements of the Cypress Cove II Landscape Maintenance Assessment District and what the proposed assessments will be to provide for that maintenance.

The first step in the annual update process is for the City Council to initiate the process by adopting a resolution ordering the City Engineer to prepare and file an Engineer's Report for the District. After initiation of the update process and preparation of the update report, the City Council will be requested to adopt a resolution of intention to set a Public Hearing. Lastly, a Public Hearing will be held at a subsequent City Council meeting where the Assessment District's levy amount is approved and confirmed, resulting in the adoption of a resolution confirming the levy of assessment pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

At the regular meeting of February 21, 2024, the City Council adopted Resolution No. 2024-14, ordering the City Engineer to prepare and to file a report related to maintenance of the Cypress Cove II Landscape Maintenance Assessment District for Fiscal Year 2024-25.

ANALYSIS:

Staff has prepared an Engineer's Report for the Cypress Cove II Maintenance Assessment District for FY 2024-25 and filed the report with the City Clerk. Staff is proposing assessment amounts as follows:

	<u>Current FY 2023-24</u>	<u>Proposed FY 2024-25</u>
Cypress Cove II (110 parcels)	\$180.78	\$180.78

Staff is requesting that the City Council approve setting a public hearing for May 21, 2024 to hear concerns on levying and collection of the proposed assessment on this district. Staff will mail notices to all affected property owners upon City Council approval of the public hearing.

Once the hearing is completed and the levy approved, the City has until August 1, 2024 to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller.

CEQA Findings:

The City of Marina has determined that this action is Categorical Exempt per Article 19, Section 15378(b)(5) of the CEQA Guidelines as the action constitutes an organizational or administrative activity that will not result in a physical change in the environment.

FISCAL IMPACT:

Adequate funding for providing notices for the public hearing has been appropriated in the FY 23/24 budget account for Cypress Cove II. There is no fiscal impact to receiving the Engineer's Report and setting a public hearing.

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, PE
Public Works Department
City of Marina

REVIEWED/CONCUR:

Nourdin Khayata, PE
Interim Public Works Director
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA RECEIVING THE
FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT; DECLARING ITS INTENTION
TO LEVY AN ASSESSMENT IN FISCAL YEAR 2024-25 IN THAT DISTRICT; AND
CALLING A PUBLIC HEARING FOR MAY 21, 2024

WHEREAS, at the regular meeting of June 16, 1987, the City Council adopted Resolution 1987-23, ordering the formation of the Cypress Cove II Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals; and

WHEREAS, the City Engineer, on the direction of the City Council, has filed with the City Clerk a report with respect to the Fiscal Year 2024-25 levy of the assessment in connection with the Assessment District (the "Report"); and

WHEREAS, the Report is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by reference; and

WHEREAS, the Report recommends that the assessment rate remain at \$180.78 per parcel; and

WHEREAS, the City Council desires to proceed with the process for levying the Fiscal Year 2024-25 levy of assessments in connection with the Assessment District prior to the August 1, 2024 deadline with the Monterey County Auditor-Controller.

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

1. The Report is hereby received as filed.
2. The Council declares its intention to levy and collect assessments in the Assessment District for Fiscal Year 2024-25 as described in the Report.
3. Reference is made to the Report for a full and detailed description of (i) the improvements to be operated and maintained in connection with the Assessment District; (ii) the boundaries of the Assessment District; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Report describes, among other things, each affected parcel of real property and the amount of the assessments for each such affected parcel for Fiscal Year 2024-25. The Assessment District generally includes all residential parcels in the Cypress Cove II subdivision. The amount of the assessment and the general nature of the improvements are not proposed to change from the prior year.

4. A public hearing on the levy of assessments in Fiscal Year 2024-25 in connection with each of the Districts is scheduled for Tuesday, May 21, 2024, at 6:30 P.M. or as soon thereafter as the matter may be heard.
5. Staff is directed to give notice of the public hearing pursuant to Section 22626(a) of the Act.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of May 2024, 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



CITY OF MARINA
MONTEREY COUNTY
CALIFORNIA

**CYPRESS COVE II
LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT

ENGINEER'S REPORT**

FY 2024-2025

Council Members:

B. DELGADO, MAYOR

B. MCCARTHY
K. BIALA

L. VISSCHER
J. MCADAMS

LAYNE LONG
ANITA SHEPHERD-SHARP
RENÉ ORTEGA
NOURDIN KHAYATA

City Manager
Deputy City Clerk
City Attorney
Interim Public Works Director

Prepared By
City of Marina
Public Works Department

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

FY 2024-2025

This report concerns the Cypress Cove II Landscape Maintenance Assessment District.

The Assessment District consists of the Cypress Cove II Subdivision located in the westerly portion of the City of Marina just east of the Highway I and Reservation Road interchange. The subdivision is bounded on three sides by Abdy Way, Cardoza Avenue, and Beach Road, contains 110 lots, a percolation pond parcel (Parcel B), and an emergency access road (Parcel C).

The subdivision consists of 110 single family homes complete with underground utilities, water and wastewater facilities, street and drainage improvements, and landscaping. The Assessment District has been formed for the purpose of maintaining the exterior boundary landscaping and retaining walls, installed and paid for by the developer.

This report has been prepared pursuant to Sections 22565 through 22574 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The existing improvements to be maintained which are the subject of this report, are briefly described as follows:

All exterior landscaping elements located adjacent to the subdivision boundaries along Abdy Way, Cardoza Avenue, and Beach Road and outside the chain link fence on Parcel B are considered as the improvements included in the Assessment District. Landscaping elements consist of hydroseeded areas, groundcover, shrubs, trees, irrigation pipelines, controllers, valves, sprinklers, masonry retaining walls, and electrical service. Plans and specifications showing these existing improvements which are to be maintained are on file in the City of Marina Public Works Division.

This report includes the following attached exhibits:

EXHIBIT A - An assessment diagram and boundary map showing all of the parcels of the real property within the Assessment District. The diagram is keyed to Exhibit C by the separate "Assessment Number".

EXHIBIT B - Spreadsheet showing estimated costs for FY 2023-2024 and estimated costs for FY 2024-2025 and FY 2025-2026.

EXHIBIT C - An assessment roll showing the amount proposed to be assessed against each parcel of real property within this Assessment District. In addition to the Assessor's Parcel Number each parcel has been assigned a separate "Assessment Number" which corresponds to that parcels lot number.

Page Two
Engineer's Report
Cypress Cove II Landscape Maintenance Assessment District

EXHIBIT D - Method of determination of assessment spread.

Respectfully Submitted,

Nourdin Khayata, PE
Interim Public Works Director

April 2024

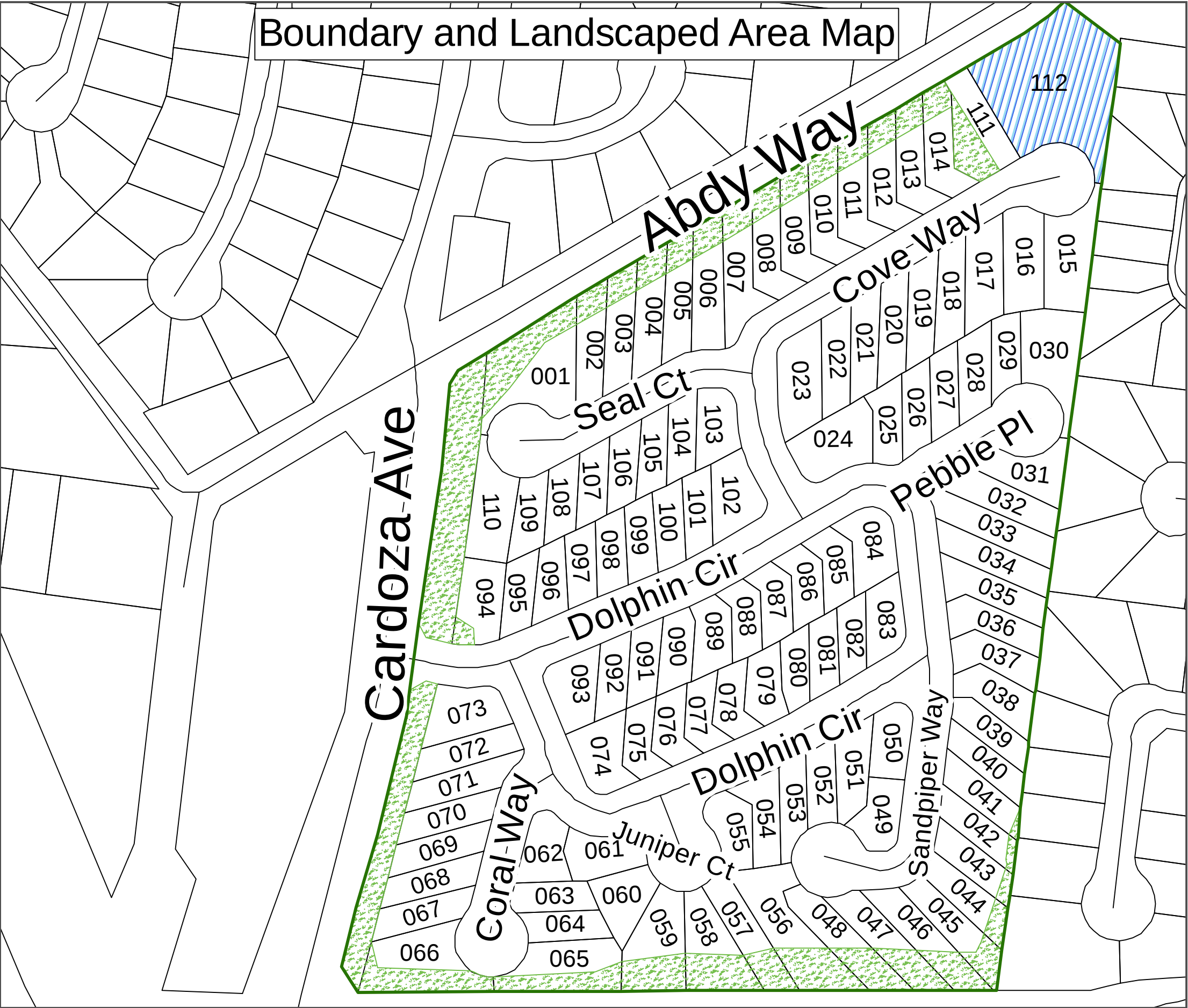
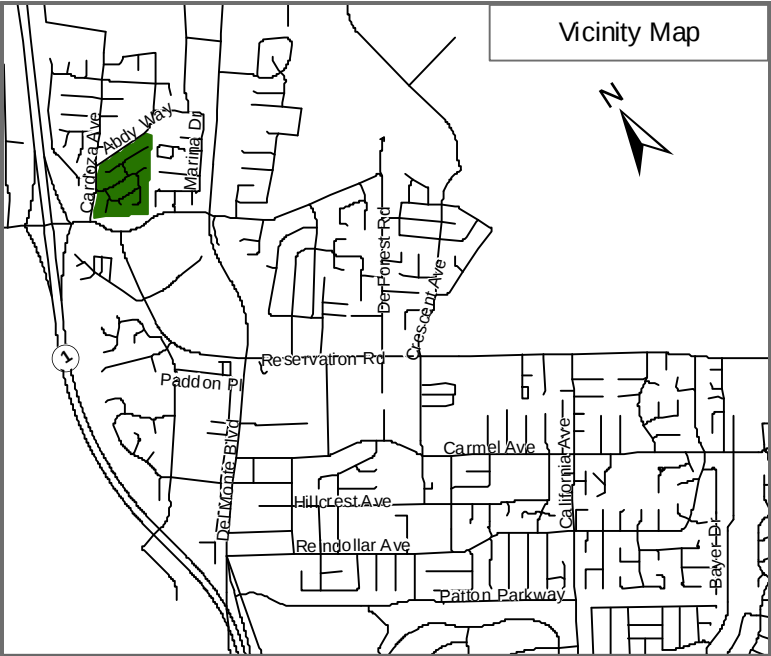


EXHIBIT A

Cypress Cove II

Landscape Maintenance District



Legend

Cypress Cove II

- Boundary
- Landscaped Area
2.00 Acres
- Parcels
- Percolation Lot
- Roads

Date: April 15th, 2009

Notes: The City of Marina assume no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates/modifications and may not be complete or appropriate for all purposes. The City of Marina and Monterey County GIS should be queried for the most current information. Parcel data is of mapping grade only and does not represent reliable locations or legal boundaries.

Sources: Monterey County GIS, City of Marina CDD
Map Projection: California State Plane Zone IV, NAD 83 (Feet)

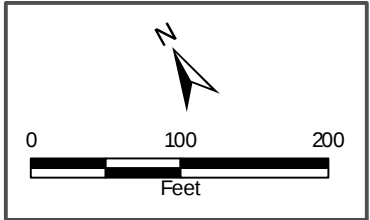


EXHIBIT B

CYPRESS COVE II LANDSCAPE MAINTENANCE DISTRICT

Summary	Estimates FY 2023-2024	Estimates FY 2024-2025	Estimates FY 2025-2026
Beginning Cash Balance, July 1st	\$ 9,702	\$ 4,533	\$ 668
(a) Total Assessment Revenues (110 Parcels)	\$ 19,886	\$ 19,886	\$ 19,886

Expenditures

Contractor Services			
(b) Landscape Maintenance Contract	\$ 6,360	\$ 6,551	\$ 6,747
Utilities	\$ 831	\$ -	\$ -
Large Tree Trimming	\$ 2,100	\$ 1,500	\$ -
Extraordinary Maintenance	\$ 9,565	\$ 10,500	\$ -
Tree/Plant Replacement	\$ -		
Administrative Services			
Supervision	\$ -	\$ -	\$ -
Administration (Incl. Engineers Report)	\$ 3,200	\$ 2,200	\$ 2,200
Cost Allocation Plan Charges	\$ 2,750	\$ 2,750	\$ 2,750
Legal Advertising	\$ 250	\$ 250	\$ 250
Total Expenditures	\$ 25,056	\$ 23,751	\$ 11,947

(c) Net Change in Fund Balance	\$ (5,170)	\$ (3,865)	\$ 7,939
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(d) Ending Fund Balance, June 30th	\$ 4,533	\$ 668	\$ 8,606
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(a) Maximum Assessment per Prop 218 is \$180.78 per parcel. The assessment amount for FY24-25 is consistent with FY23-24 at \$180.78 per parcel. Final total assessment revenue includes interest income totals.

(b) Maintenance Costs are shown as increasing per fiscal year by an estimated Consumer Cost Index (CPI) of 3% as allowed by the Contract Specifications.

(c) Net Change in Fund Balance equals the Total Expenditures subtracted from Total Assessment Revenue for that Fiscal Year.

(d) End Fund Balance equals the Net Change in Fund Balance plus the Beginning Cash Balance of that Fiscal Year.

EXHIBIT C
CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL
FOR FISCAL YEAR 2024-2025

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
1	33-076-01	\$180.78
2	33-076-02	\$180.78
3	33-076-03	\$180.78
4	33-076-04	\$180.78
5	33-076-05	\$180.78
6	33-076-06	\$180.78
7	33-076-07	\$180.78
8	33-076-08	\$180.78
9	33-076-09	\$180.78
10	33-076-10	\$180.78
11	33-076-11	\$180.78
12	33-076-12	\$180.78
13	33-076-13	\$180.78
14	33-076-14	\$180.78

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ASSESSMENT ROLL
FOR FISCAL YEAR 2024-2025

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
15	33-076-15	\$180.78
16	33-076-16	\$180.78
17	33-076-17	\$180.78
18	33-076-18	\$180.78
19	33-076-19	\$180.78
20	33-076-20	\$180.78
21	33-076-21	\$180.78
22	33-076-22	\$180.78
23	33-076-23	\$180.78
24	33-076-24	\$180.78
25	33-076-25	\$180.78
26	33-076-26	\$180.78
27	33-076-27	\$180.78
28	33-076-28	\$180.78
29	33-076-29	\$180.78
30	33-076-30	\$180.78
31	33-076-31	\$180.78
32	33-076-32	\$180.78

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ASSESSMENT ROLL
FOR FISCAL YEAR 2024-2025

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
33	33-076-33	\$180.78
34	33-076-34	\$180.78
35	33-076-35	\$180.78
36	33-076-36	\$180.78
37	33-076-37	\$180.78
38	33-076-38	\$180.78
39	33-076-39	\$180.78
40	33-076-40	\$180.78
41	33-076-41	\$180.78
42	33-076-42	\$180.78
43	33-076-43	\$180.78
44	33-076-44	\$180.78
45	33-076-45	\$180.78
46	33-076-46	\$180.78
47	33-076-47	\$180.78
48	33-076-48	\$180.78
49	33-076-49	\$180.78
50	33-076-50	\$180.78

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ASSESSMENT ROLL
FOR FISCAL YEAR 2024-2025

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
51	33-076-51	\$180.78
52	33-076-52	\$180.78
53	33-076-53	\$180.78
54	33-076-54	\$180.78
55	33-076-55	\$180.78
56	33-076-56	\$180.78
57	33-076-57	\$180.78
58	33-076-58	\$180.78
59	33-076-59	\$180.78
60	33-076-60	\$180.78
61	33-076-61	\$180.78
62	33-076-62	\$180.78
63	33-076-63	\$180.78
64	33-076-64	\$180.78
65	33-076-65	\$180.78
66	33-076-66	\$180.78
67	33-076-67	\$180.78
68	33-076-68	\$180.78

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ASSESSMENT ROLL
FOR FISCAL YEAR 2024-2025

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
69	33-076-69	\$180.78
70	33-076-70	\$180.78
71	33-076-71	\$180.78
72	33-076-72	\$180.78
73	33-076-73	\$180.78
74	33-075-01	\$180.78
75	33-075-02	\$180.78
76	33-075-03	\$180.78
77	33-075-04	\$180.78
78	33-075-05	\$180.78
79	33-075-06	\$180.78
80	33-075-07	\$180.78
81	33-075-08	\$180.78
82	33-075-09	\$180.78
83	33-075-10	\$180.78
84	33-075-11	\$180.78
85	33-075-12	\$180.78
86	33-075-13	\$180.78

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ASSESSMENT ROLL
FOR FISCAL YEAR 2024-2025

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
87	33-075-14	\$180.78
88	33-075-15	\$180.78
89	33-075-16	\$180.78
90	33-075-17	\$180.78
91	33-075-18	\$180.78
92	33-075-19	\$180.78
93	33-075-20	\$180.78
94	33-076-74	\$180.78
95	33-076-75	\$180.78
96	33-076-76	\$180.78
97	33-076-77	\$180.78
98	33-076-78	\$180.78
99	33-076-79	\$180.78
100	33-076-80	\$180.78
101	33-076-81	\$180.78
102	33-076-82	\$180.78
103	33-076-83	\$180.78
104	33-076-84	\$180.78

CYPRESS COVE II
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT ASSESSMENT ROLL
FOR FISCAL YEAR 2024-2025

DIAGRAM & ASSESSMENT NO.	ASSESSOR'S PARCEL NUMBER	NET ASSESSMENT
105	33-076-85	\$180.78
106	33-076-86	\$180.78
107	33-076-87	\$180.78
108	33-076-88	\$180.78
109	33-076-89	\$180.78
110	33-076-90	\$180.78
111		EXEMPT
112		EXEMPT

EXHIBIT D

METHOD OF DETERMINATION OF ASSESSMENT SPREAD

The maintenance of the subdivision exterior boundary landscaping benefits the Assessment District as a whole. Therefore, the assessment spread should be based on the number of building sites or lots contained within the district.

Assessments shall be spread over the 110 lots indicated on the Assessment Diagram (Exhibit A).

April 17, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 7, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
RECEIVING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR
THE SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT
DISTRICT; DECLARING ITS INTENTION TO LEVY AN ASSESSMENT
IN FISCAL YEAR 2024-25 IN THAT DISTRICT; AND CALLING A
PUBLIC HEARING FOR MAY 21, 2024**

REQUEST:

It is requested that the City Council to consider:

1. Adopting Resolution No. 2024-, receiving the Fiscal Year 2024-25 Engineer's Report for the Seabreeze Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2024-25 in that district; and calling a public hearing for May 21, 2024.

BACKGROUND:

At the regular meeting of June 4, 1996, the City Council adopted Resolution No. 1996-62, ordering the formation of the Seabreeze Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals.

The Landscaping and Lighting Act of 1972 requires an annual update report to be prepared which includes the costs to maintain the improvements of the Districts and what the proposed assessments will be to provide for that maintenance.

The first step in the annual update process is for the City Council to initiate the process by adopting a resolution ordering the City Engineer to prepare and file an Engineer's Report for the District. After initiation of the update process and preparation of the update report, the City Council will be requested to adopt a resolution of intention to set a Public Hearing. Lastly, a Public Hearing will be held at a subsequent City Council meeting where the Assessment District is approved and confirmed, resulting in the adoption of a resolution confirming the levy of assessment pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

At the regular meeting of February 21, 2024, the City Council adopted Resolution No. 2024-15, ordering the City Engineer to prepare and to file a report related to maintenance of the Seabreeze Landscape Maintenance Assessment District for Fiscal Year 2024-25.

ANALYSIS:

Staff has prepared an Engineer's Report for the maintenance district for FY 2024-25 and filed the report with the City Clerk. Staff is proposing assessment amounts as follows:

	<u>Current FY 2023-24</u>	<u>Proposed 2024-25</u>
Seabreeze (37 parcels)	\$182.42	\$182.42

Staff is requesting that the City Council to approve setting a public hearing for May 21, 2024 to hear concerns on levying and collection of the proposed assessment on this district. Staff will mail notices to all affected property owners upon City Council approval of the public hearing.

Once the hearing is completed and the levy approved, the City has until August 1, 2024 to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller.

CEQA Findings:

The City of Marina has determined that this action is Categorically Exempt per Article 19, Section 15378(b)(5) of the CEQA Guidelines as the action constitutes an organizational or administrative activity that will not result in a physical change in the environment.

FISCAL IMPACT:

Adequate funding for providing notices for the public hearing has been appropriated in the FY 23/24 budget account for the Seabreeze Landscape Maintenance Assessment District. There is no fiscal impact to receive the Engineer's Report and setting a public hearing.

CONCLUSION:

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

Respectfully submitted,

Edrie Delos Santos, PE
Public Works Department
City of Marina

REVIEWED/CONCUR:

Nourdin Khayata, PE
Interim Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA RECEIVING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT; DECLARING ITS INTENTION TO LEVY AN ASSESSMENT IN FISCAL YEAR 2024-25 IN THAT DISTRICT; AND CALLING A PUBLIC HEARING FOR MAY 21, 2024

WHEREAS, at the regular meeting of June 4, 1996, the City Council adopted Resolution No. 1996-62, ordering the formation of the Seabreeze Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals; and

WHEREAS, the City Engineer, on the direction of the City Council, has filed with the City Clerk a report with respect to the Fiscal Year 2024-25 levy of the assessment in connection with the Assessment District (the "Report"); and

WHEREAS, the Report is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by reference; and

WHEREAS, the Report recommends that the assessment rate remain at \$182.42 per parcel; and

WHEREAS, the City Council desires to proceed with the process for levying the Fiscal Year 2024-25 levy of assessments in connection with the Assessment District prior to the August 1, 2024 deadline with the Monterey County Auditor-Controller.

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

1. The Report is hereby received as filed.
2. The Council declares its intention to levy and collect assessments in the Assessment District for Fiscal Year 2024-25 as described in the Report.
3. Reference is made to the Report for a full and detailed description of (i) the improvements to be operated and maintained in connection with the Assessment District; (ii) the boundaries of the Assessment District; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Report describes, among other things, each affected parcel of real property and the amount of the assessments for each such affected parcel for Fiscal Year 2024-25. The Assessment District generally includes all residential parcels in the Seabreeze subdivision. The amount of the assessment and the general nature of the improvements are not proposed to change from the prior year.

4. A public hearing on the levy of assessments in Fiscal Year 2024-25 in connection with each of the Districts is scheduled for Tuesday, May 21, 2024, at 6:30 P.M. or as soon thereafter as the matter may be heard.
5. Staff is directed to give notice of the public hearing pursuant to Section 22626(a) of the Act.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of May 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



**CITY OF MARINA
MONTEREY COUNTY
CALIFORNIA**

**SEABREEZE LANDSCAPE
MAINTENANCE
ASSESSMENT DISTRICT

ENGINEER'S REPORT**

FY 2024-2025

Council Members:

B. DELGADO, MAYOR

**L. VISSCHER
K. BIALA**

**B. MCCARTHY
J. MCADAMS**

**LAYNE LONG
ANITA SHEPHERD-SHARP
HEIDI QUINN
NOURDIN KHAYATA**

**City Manager
Deputy City Clerk
City Attorney
Interim Public Works Director**

**Prepared By
City of Marina
Public Works Department**

SEABREEZE
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

FY 2024-2025

This report concerns the Seabreeze Landscape Maintenance Assessment District.

This report has been prepared pursuant to Section 22265 through 22574 of the Streets and Highway Code (Landscaping and Landscaping Act 1972).

The Assessment District encompasses the Seabreeze subdivision located on the north side of Beach Road and west of Marina Drive in the City of Marina, County of Monterey, State of California.

The subdivision consists of 37 residential lots, with all underground utilities (water, sewer, gas and electric) street and drainage improvements. The Assessment District has been formed for the purpose of maintaining the proposed landscape areas including the street scape along the Northerly side of Beach Road adjacent to Seabreeze Subdivision, Tract No. 1251 and the buffer along the westerly side of the Southern Pacific Railroad within the rear portion of Lots 18 through 21 of the Seabreeze subdivision. Lot 38 is dedicated to the City for the maintenance of the drainage percolation basin. These improvements were installed and paid for by the developer.

A brief description of the improvements that are to be maintained by the Assessment District are:

All landscaping elements, irrigation systems and services thereto located along the Northerly side of Beach Road, the westerly of Southern Pacific Railroad and the easterly of the percolation pond. Also included is the maintenance, repair and replacement of the sound walls. Landscaping elements consist of ground cover, shrubs, trees, irrigation pipelines, controllers, valves, emitters, sprinklers and appurtenant improvements all as delineated on the plans with the City of Marina and titled Seabreeze Streetscape and Buffer Plans prepared by Isaacson Wood & Associates, Landscape Architecture.

This report includes the following attached exhibits:

EXHIBIT A - An Assessment Diagram and Boundary Map showing all the parcels of the real property within the Assessment District and location of the landscaped areas to be maintained by the Assessment District. The Diagram is keyed to Exhibit C by the separate "Assessment District".

EXHIBIT B - Spreadsheet showing estimated costs for FY 2023-2024, FY 2024-2025 and FY 2025-2026.

EXHIBIT C - An assessment roll showing the amount proposed to be assessed against each parcel of real property within this Assessment District. In addition to the Assessors Parcel Number each parcel has been assigned a separate "Assessment Number" which corresponds to the lot number of each parcel.

Page Two
Engineer's Report
Seabreeze Landscape Maintenance Assessment District

EXHIBIT D - Method of determination of assessment spread.

Respectfully submitted

Nourdin Khayata, PE
Interim Public Works Director

April 2024

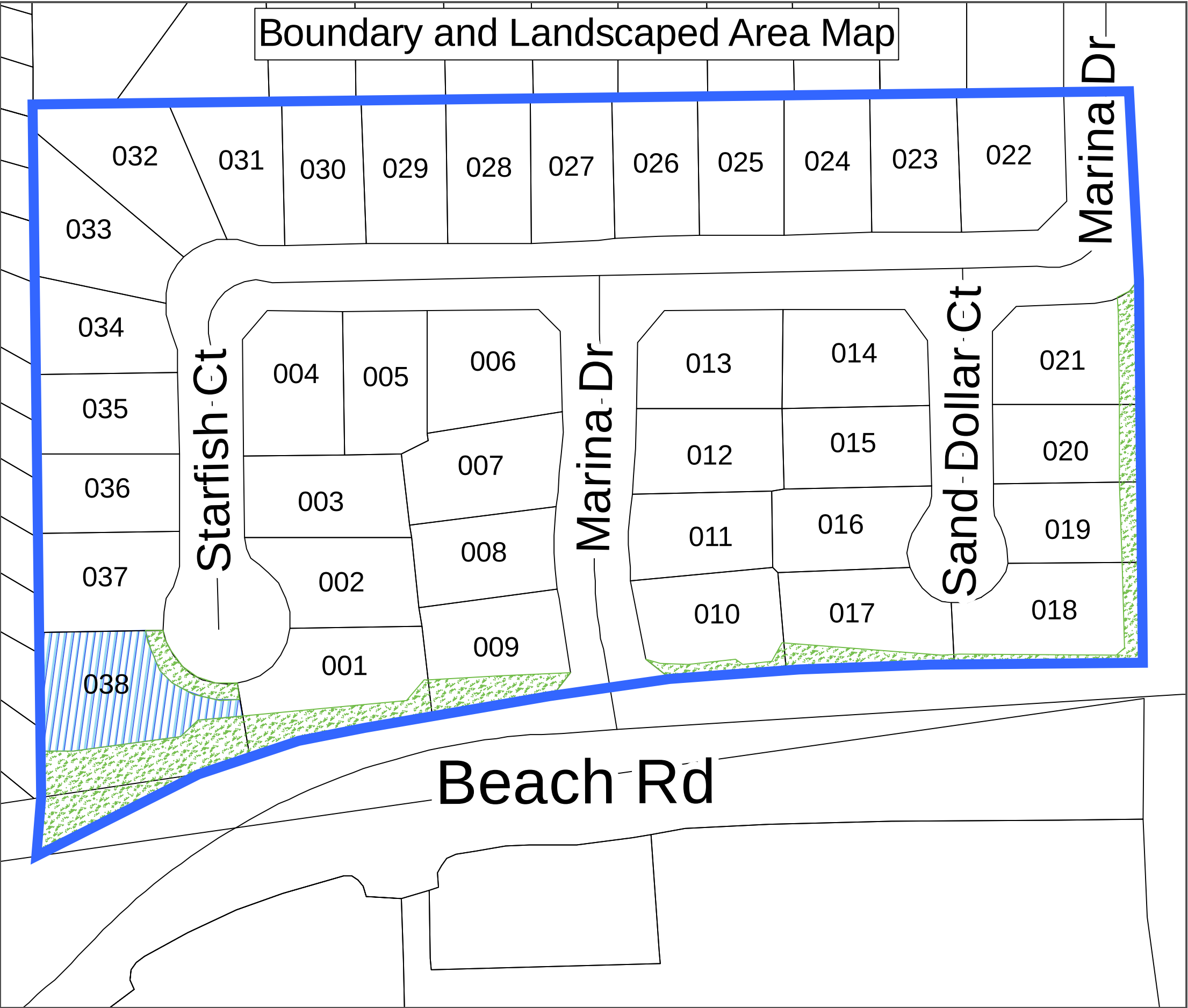
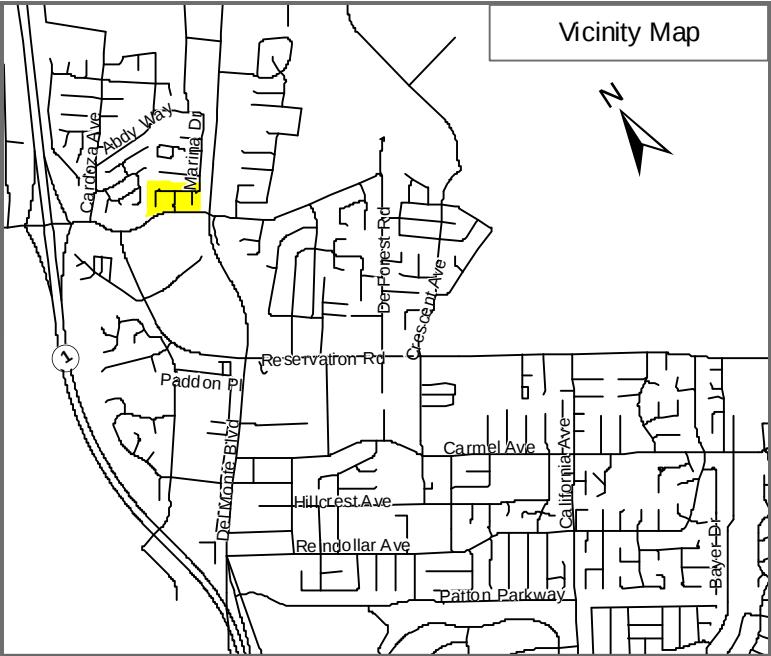


EXHIBIT A

Seabreeze

Landscape Maintenance District



Legend

Seabreeze

- Boundary
- Landscaped Area
20,470 SQ FT
- Parcels
- Percolation Lot
- Roads

Date: April 15th, 2009

Notes: The City of Marina assume no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates/modifications and may not be complete or appropriate for all purposes. The City of Marina and Monterey County GIS should be queried for the most current information. Parcel data is of mapping grade only and does not represent reliable locations or legal boundaries.

Sources: Monterey County GIS, City of Marina CDD
Map Projection: California State Plane Zone IV, NAD 83 (Feet)

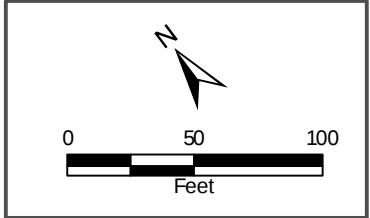


EXHIBIT B
SEABREEZE LANDSCAPE MAINTENANCE DISTRICT

Summary	Estimates FY 2023-2024	Estimates FY 2024-2025	Estimates FY 2025-2026
Beginning Cash Balance, July 1 st	\$ 3,585	\$ 4,244	\$ 1,325
(a) Total Assessment Revenues (37 Parcels)	\$ 6,750	\$ 6,750	\$ 6,750

Expenditures

Contractor Services			
(b) Landscape Maintenance Contract	\$ 2,616	\$ 2,694	\$ 2,775
Utilities	\$ -	\$ -	\$ -
Large Tree Trimming	\$ -	\$ -	\$ -
Extraordinary Maintenance	\$ -	\$ 3,500	\$ -
Plant Replacement	\$ -	\$ -	\$ -
Administrative Services			
Administration (Incl. Engineers Report)	\$ 1,500	\$ 1,500	\$ 1,500
Cost Allocation Plan Charges	\$ 1,740	\$ 1,740	\$ 1,740
Legal Advertising	\$ 235	\$ 235	\$ 235
Total Expenditures	\$ 6,091	\$ 9,669	\$ 6,250

(c) Net Change in Fund Balance	\$ 659	\$ (2,919)	\$ 500
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(d) Ending Fund Balance, June 30 th	\$ 4,244	\$ 1,325	\$ 1,825
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(a) Maximum Assessment per Prop 218 is \$182.42 per parcel. The assessment amount for FY24-25 is consistent with FY23-24 at \$182.42 per parcel.

(b) Maintenance Costs are shown as increasing per fiscal year by an estimated Consumer Cost Index (CPI) of 3% as allowed by the Contract Specifications.

(c) Net Change in Fund Balance equals the Total Expenditures subtracted from Total Assessment Revenue for that Fiscal Year.

(d) End Fund Balance equals the Net Change in Fund Balance plus the Beginning Cash Balance of that Fiscal Year.

EXHIBIT C

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2024-2025

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
1	033-082-001	\$182.42
2	033-082-002	\$182.42
3	033-082-003	\$182.42
4	033-082-004	\$182.42
5	033-082-005	\$182.42
6	033-082-006	\$182.42
7	033-082-007	\$182.42
8	033-082-008	\$182.42
9	033-082-009	\$182.42
10	033-082-010	\$182.42
11	033-082-011	\$182.42
12	033-082-012	\$182.42
13	033-082-013	\$182.42
14	033-082-014	\$182.42
15	033-082-015	\$182.42
16	033-082-016	\$182.42
17	033-082-017	\$182.42

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2024-2025

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
18	033-082-018	\$182.42
19	033-082-019	\$182.42
20	033-082-020	\$182.42
21	033-082-021	\$182.42
22	033-082-022	\$182.42
23	033-082-023	\$182.42
24	033-082-024	\$182.42
25	033-082-025	\$182.42
26	033-082-026	\$182.42
27	033-082-027	\$182.42
28	033-082-028	\$182.42
29	033-082-029	\$182.42
30	033-082-030	\$182.42
31	033-082-031	\$182.42
32	033-082-032	\$182.42
33	033-082-033	\$182.42
34	033-082-034	\$182.42

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2024-2025

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
35	033-082-035	\$182.42
36	033-082-036	\$182.42
37	033-082-037	\$182.42

EXHIBIT D

METHOD OF DETERMINATION OF ASSESSMENT SPREAD

The maintenance of the landscaped areas within the Assessment District benefits the Assessment District as a whole. Therefore, the assessment should be equally apportioned over the 37 residential building sites or lots contained within the district as indicated on the Assessment Diagram (Exhibit A).

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 7, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
RECEIVING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR
THE MONTEREY BAY ESTATES LIGHTING & LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT; DECLARING ITS
INTENTION TO LEVY AN ASSESSMENT IN FISCAL YEAR 2024-25 IN
THAT DISTRICT; AND CALLING A PUBLIC HEARING FOR MAY 21,
2024**

REQUEST:

It is requested that the City Council to consider:

1. Adopting Resolution No. 2024-, receiving the Fiscal Year 2024-25 Engineer's Report for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2024-25 in that district; and calling a public hearing for May 21, 2024.

BACKGROUND:

At the regular meeting of October 3, 1989, the City Council adopted Resolution No. 1989-62, ordering the formation of the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals.

The Landscaping and Lighting Act of 1972 requires an annual update report to be prepared which includes the costs to maintain the improvements of the Districts and what the proposed assessments will be to provide for that maintenance.

The first step in the annual update process is for the City Council to initiate the process by adopting a resolution ordering the City Engineer to prepare and file an Engineer's Report for the District. After initiation of the update process and preparation of the update report, the City Council will be requested to adopt a resolution of intention to set a Public Hearing. Lastly, a Public Hearing will be held at a subsequent City Council meeting where the Assessment District is approved and confirmed, resulting in the adoption of a resolution confirming the levy of assessment pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

At the regular meeting of February 21, 2024, the City Council adopted Resolution No. 2024-16, ordering the City Engineer to prepare and to file a report related to maintenance of the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District Fiscal Year 2024-25.

ANALYSIS:

Staff has prepared an Engineer's Report for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District for FY 2024-25 and filed the report with the City Clerk. Staff is proposing assessment amounts as follows:

	<u>Current FY 2023-24</u>	<u>Proposed FY 2024-25</u>
Monterey Bay Estates (162 parcels)	\$77.14	\$77.14

Staff is requesting that the City Council approve setting a public hearing for May 21, 2024 to hear concerns on levying and collection of the proposed assessment on this district. Staff will mail notices to all affected property owners upon City Council approval of the public hearing.

Once the hearing is completed and the levy approved, the City has until August 1, 2024 to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller.

CEQA Findings:

The City of Marina has determined that this action is Categorically Exempt per Article 19, Section 15378(b)(5) of the CEQA Guidelines as the action constitutes an organizational or administrative activity that will not result in a physical change in the environment.

FISCAL IMPACT:

Adequate funding for providing notices for the public hearing has been appropriated in the FY 23/24 budget account for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District. There is no fiscal impact to receiving the Engineer's Report and setting a public hearing.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Nourdin Khayata, PE
Interim Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA RECEIVING THE FISCAL YEAR 2024-25 ENGINEER'S REPORT FOR THE MONTEREY BAY ESTATES LIGHTING & LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT; DECLARING ITS INTENTION TO LEVY AN ASSESSMENT IN FISCAL YEAR 2024-25 IN THAT DISTRICT; AND CALLING A PUBLIC HEARING FOR MAY 21, 2024

WHEREAS, at the regular meeting of October 3, 1989, the City Council adopted Resolution No. 1989-62, ordering the formation of the Monterey Bay Estates Lighting and Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals; and

WHEREAS, the City Engineer, on the direction of the City Council, has filed with the City Clerk a report with respect to the Fiscal Year 2024-25 levy of the assessment in connection with the Assessment District (the "Report"); and

WHEREAS, the Report is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by reference; and

WHEREAS, the Report recommends that the assessment rate remain at \$77.14 per parcel; and

WHEREAS, the City Council desires to proceed with the process for levying the Fiscal Year 2024-25 levy of assessments in connection with the Assessment District prior to the August 1, 2024 deadline with the Monterey County Auditor-Controller.

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

1. The Report is hereby received as filed.
2. The Council declares its intention to levy and collect assessments in the Assessment District for Fiscal Year 2024-25 as described in the Report.
3. Reference is made to the Report for a full and detailed description of (i) the improvements to be operated and maintained in connection with the Assessment District; (ii) the boundaries of the Assessment District; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Report describes, among other things, each affected parcel of real property and the amount of the assessments for each such affected parcel for Fiscal Year 2024-25. The Assessment District generally includes all residential parcels in the Monterey Bay Estates subdivision. The general nature of the improvements is not proposed to change from the prior year.

4. A public hearing on the levy of assessments in Fiscal Year 2024-25 in connection with each of the Districts is scheduled for Tuesday, May 21, 2024, at 6:30 P.M. or as soon thereafter as the matter may be heard.
5. Staff is directed to give notice of the public hearing pursuant to Section 22626(a) of the Act.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of May 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



CITY OF MARINA
MONTEREY COUNTY
CALIFORNIA

MONTEREY BAY ESTATES LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

ENGINEER'S REPORT

FY 2024-2025

Council Members:

B. DELGADO, MAYOR

L. VISSCHER
K. BIALA

B. MCCARTHY
J. MCADAMS

LAYNE LONG
ANITA SHEPHERD-SHARP
HEIDI QUINN
NOURDIN KHAYATA

City Manager
Deputy City Clerk
City Attorney
Interim Public Works Director

Prepared By
City of Marina
Public Works Department

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

FY 2024-2025

This report concerns the Monterey Bay Estates Lighting and Landscape Maintenance District.

The Assessment District consists of the Monterey Bay Estates Subdivision located in the northeasterly portion of the City of Marina. The subdivision contains 162 lots, a percolation pond parcel, and a park parcel.

The subdivision consists of 162 single family homes complete with underground utilities, water and wastewater facilities, public lighting facilities, street and drainage improvements, and landscaping. The Assessment District has been formed for the purpose of maintaining and servicing both the landscaping areas and public lighting facilities within the subdivision. The landscaping areas to be maintained and serviced are those in the percolation pond parcel and the street rights-of-way of De Forest Road and Quebrada Del Mar adjacent thereto; in and adjacent to the Crescent Avenue right-of-way, installed and paid for by the developer. The public lighting facilities to be maintained and serviced include all the public lighting facilities within the subdivision installed and paid for by the developer.

This report has been prepared pursuant to Sections 22500 through 22679 of the Streets and Highway Code (Landscaping and Lighting Act of 1972).

The improvements to be maintained which are the subject of this report, are briefly described as follows:

Landscaping elements within the percolation pond parcel and the street rights-of-way of De Forest Road and Quebrada Del Mar adjacent thereto, and landscaping elements within and adjacent to the Crescent Avenue right-of-way (See Exhibit A) are considered as the landscaping improvements included in the Assessment District. Landscaping elements consist of hydroseeded areas, groundcover, shrubs, trees, irrigation pipelines, controllers, valves, sprinklers, water and electrical service, and freestanding concrete block walls.

Public Lighting facilities within the street right-of-way of De Forest Road, Costa Del Mar Road, Sirena Del Mar Road, Tallmon Street, Quebrada Del Mar Road, Isla Del Sol Way, Estrella Del Mar Way and Crescent Avenue all within the boundary of the Monterey Bay Estates Subdivision (Tract no. 1102) are considered as the public lighting improvements included in the Assessment District, see Exhibit A. The public lighting facilities consist of electroliers, mast arm, ballast, electrical service, wiring and lamps.

Page Two
Engineer's Report
Monterey Bay Estates Lighting and Landscape Maintenance District

This report includes the following exhibits:

EXHIBIT A - An assessment diagram and boundary map showing all of the parcels of the real property within the Assessment District. The diagram is keyed to Exhibit C by the separate "Assessment Number".

EXHIBIT B - Spreadsheet showing estimated maintenance costs for FY 2023-2024, FY 2024-2025 and FY 2025-2026.

EXHIBIT C - An assessment roll showing the amount proposed to be assessed against each parcel of real property within this Assessment District. In addition to the Assessor's Parcel Number each parcel has been assigned a separate "Assessment Number" which corresponds to that parcel's lot number.

EXHIBIT D- A statement of the method by which the undersigned determined the amount to be assessed against each parcel based on the benefits to be derived by each parcel, respectively, from the improvements.

Respectfully submitted,

Nourdin Khayata, PE
Interim Public Works Director

April 2024

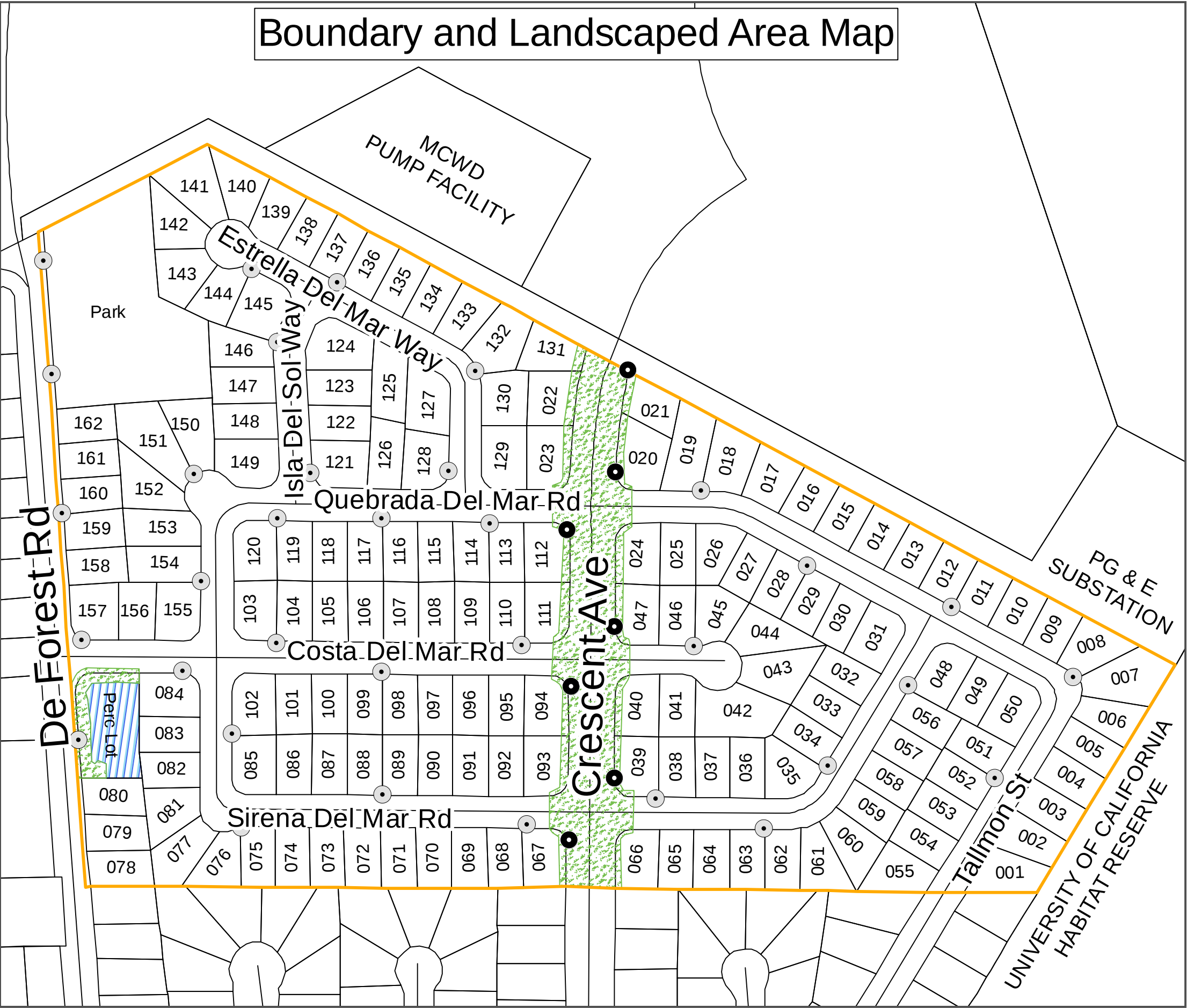
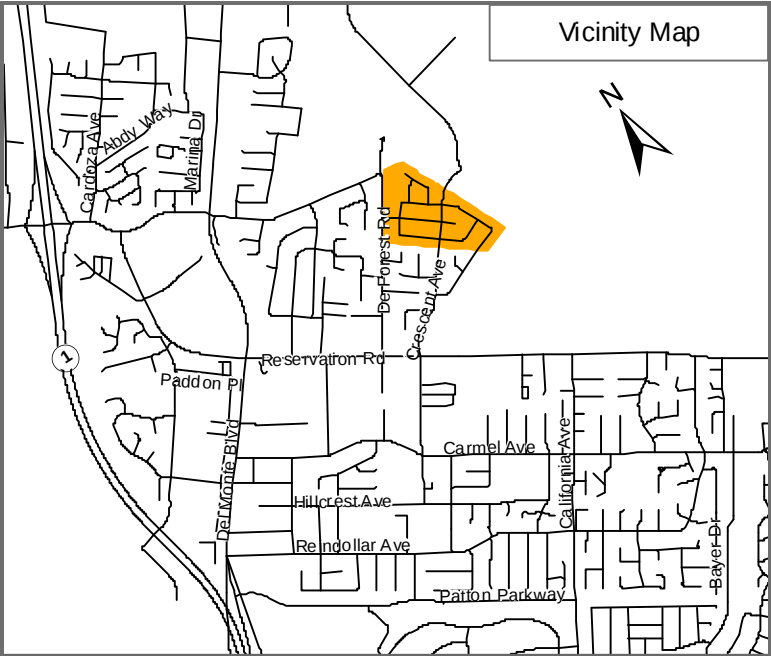


EXHIBIT A
Monterey Bay Estates
Lighting and Landscape
Maintenance District



Legend

Monterey Bay Estates
Boundary
Landscaped Area
2.14 Acres

Parcels
Percolation Lot
Roads

Maintained Street Lights
● Total 34 - 100W
● Total 7 - 200W

Date: April 15th, 2009

Notes: The City of Marina assume no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates/modifications and may not be complete or appropriate for all purposes. The City of Marina and Monterey County GIS should be queried for the most current information. Parcel data is of mapping grade only and does not represent reliable locations or legal boundaries.

Sources: Monterey County GIS, City of Marina CDD
Map Projection: California State Plane Zone IV, NAD 83 (Feet)

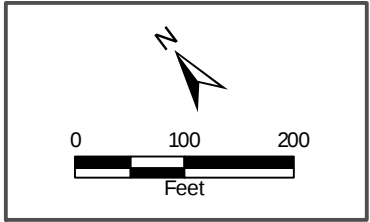


EXHIBIT B

MONTEREY BAY ESTATES LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

Summary	Estimates FY 2023-2024	Estimates FY 2024-2025	Estimates FY 2025-2026
Beginning Cash Balance, July 1 st	\$ 7,713	\$ 9,225	\$ 7,564
(a) Total Assessment Revenues (162 Parcels)	\$ 12,497	\$ 12,497	\$ 12,497

Expenditures

Contractor Services			
(b) Landscape Maintenance Contract	\$ 5,784	\$ 5,958	\$ 6,137
Utilities	\$ 120	\$ 120	\$ 120
Large Tree Trimming	\$ -	\$ -	\$ -
Extraordinary Maintenance	\$ -	\$ 3,000	\$ -
Plant/Tree Removal/Replacement	\$ -	\$ -	\$ -
Administrative Services			
Administration (Incl. Engineers Report)	\$ 2,000	\$ 2,000	\$ 2,000
Cost Allocation Plan Charges	\$ 2,871	\$ 2,871	\$ 2,871
Legal Advertising	\$ 209	\$ 209	\$ 209
Total Expenditures	\$ 10,985	\$ 14,158	\$ 11,337

(c) Net Change in Fund Balance	\$ 1,512	\$ (1,662)	\$ 1,160
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(d) Ending Fund Balance, June 30 th	\$ 9,225	\$ 7,564	\$ 8,723
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(a) Maximum Assessment per Prop 218 is \$77.14 per parcel. The assessment amount for FY24-25 is consistent with FY23-24 at \$77.14 per parcel.

(b) Maintenance Costs are shown as increasing per fiscal year by an estimated Consumer Cost Index (CPI) of 3% as allowed by the Contract Specifications.

(c) Net Change in Fund Balance equals the Total Expenditures subtracted from Total Assessment Revenue for that Fiscal Year.

(d) End Fund Balance equals the Net Change in Fund Balance plus the Beginning Cash Balance of that Fiscal Year.

EXHIBIT C

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2024-2025

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
1	032-541-01	\$77.14
2	032-541-02	\$77.14
3	032-541-03	\$77.14
4	032-541-04	\$77.14
5	032-541-05	\$77.14
6	032-541-06	\$77.14
7	032-541-07	\$77.14
8	032-541-08	\$77.14
9	032-541-09	\$77.14
10	032-541-10	\$77.14
11	032-541-11	\$77.14
12	032-541-12	\$77.14
13	032-541-13	\$77.14
14	032-541-14	\$77.14
15	032-541-15	\$77.14
16	032-541-16	\$77.14
17	032-541-17	\$77.14
18	032-541-18	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2024-2025

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
19	032-541-19	\$77.14
20	032-541-20	\$77.14
21	032-541-21	\$77.14
22	032-555-38	\$77.14
23	032-555-02	\$77.14
24	032-542-01	\$77.14
25	032-542-02	\$77.14
26	032-542-03	\$77.14
27	032-542-04	\$77.14
28	032-542-05	\$77.14
29	032-542-06	\$77.14
30	032-542-07	\$77.14
31	032-542-08	\$77.14
32	032-542-09	\$77.14
33	032-542-10	\$77.14
34	032-542-11	\$77.14
35	032-542-12	\$77.14
36	032-542-13	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2024-2025

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
37	032-542-14	\$77.14
38	032-542-15	\$77.14
39	032-542-16	\$77.14
40	032-542-17	\$77.14
41	032-542-18	\$77.14
42	032-542-25	\$77.14
43	032-542-26	\$77.14
44	032-542-21	\$77.14
45	032-542-22	\$77.14
46	032-542-23	\$77.14
47	032-542-24	\$77.14
48	032-543-01	\$77.14
49	032-543-02	\$77.14
50	032-543-03	\$77.14
51	032-543-04	\$77.14
52	032-543-05	\$77.14
53	032-543-06	\$77.14
54	032-543-07	\$77.14
55	032-543-08	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2024-2025

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
56	032-543-09	\$77.14
57	032-543-10	\$77.14
58	032-543-11	\$77.14
59	032-543-12	\$77.14
60	032-543-13	\$77.14
61	032-543-14	\$77.14
62	032-543-15	\$77.14
63	032-543-16	\$77.14
64	032-543-17	\$77.14
65	032-543-18	\$77.14
66	032-543-19	\$77.14
67	032-551-01	\$77.14
68	032-551-02	\$77.14
69	032-551-03	\$77.14
70	032-551-04	\$77.14
71	032-551-05	\$77.14
72	032-551-06	\$77.14
73	032-551-07	\$77.14
74	032-551-08	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2024-2025

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
75	032-551-09	\$77.14
76	032-551-10	\$77.14
77	032-551-11	\$77.14
78	032-551-12	\$77.14
79	032-551-13	\$77.14
80	032-551-14	\$77.14
81	032-551-15	\$77.14
82	032-551-16	\$77.14
83	032-551-17	\$77.14
84	032-551-18	\$77.14
85	032-552-01	\$77.14
86	032-552-02	\$77.14
87	032-552-03	\$77.14
88	032-552-04	\$77.14
89	032-552-05	\$77.14
90	032-552-06	\$77.14
91	032-552-07	\$77.14
92	032-552-08	\$77.14
93	032-552-09	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2024-2025

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
94	032-552-10	\$77.14
95	032-552-11	\$77.14
96	032-552-12	\$77.14
97	032-552-13	\$77.14
98	032-552-14	\$77.14
99	032-552-15	\$77.14
100	032-552-16	\$77.14
101	032-552-17	\$77.14
102	032-552-18	\$77.14
103	032-553-01	\$77.14
104	032-553-02	\$77.14
105	032-553-03	\$77.14
106	032-553-04	\$77.14
107	032-553-05	\$77.14
108	032-553-06	\$77.14
109	032-553-07	\$77.14
110	032-553-08	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2024-2025

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
111	032-553-09	\$77.14
112	032-553-10	\$77.14
113	032-553-11	\$77.14
114	032-553-12	\$77.14
115	032-553-13	\$77.14
116	032-553-14	\$77.14
117	032-553-15	\$77.14
118	032-553-16	\$77.14
119	032-553-17	\$77.14
120	032-553-18	\$77.14
121	032-554-01	\$77.14
122	032-554-02	\$77.14
123	032-554-03	\$77.14
124	032-554-04	\$77.14
125	032-554-05	\$77.14
126	032-554-06	\$77.14
127	032-554-07	\$77.14
128	032-554-08	\$77.14
129	032-555-03	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2024-2025

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
130	032-555-39	\$77.14
131	032-555-05	\$77.14
132	032-555-06	\$77.14
133	032-555-07	\$77.14
134	032-555-08	\$77.14
135	032-555-09	\$77.14
136	032-555-10	\$77.14
137	032-555-11	\$77.14
138	032-555-12	\$77.14
139	032-555-13	\$77.14
140	032-555-14	\$77.14
141	032-555-15	\$77.14
142	032-555-16	\$77.14
143	032-555-17	\$77.14
144	032-555-18	\$77.14
145	032-555-19	\$77.14
146	032-555-20	\$77.14
147	032-555-21	\$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2024-2025

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
148	032-555-22	\$77.14
149	032-555-23	\$77.14
150	032-555-24	\$77.14
151	032-555-25	\$77.14
152	032-555-26	\$77.14
153	032-555-27	\$77.14
154	032-555-28	\$77.14
155	032-555-29	\$77.14
156	032-555-30	\$77.14
157	032-555-31	\$77.14
158	032-555-32	\$77.14
159	032-555-33	\$77.14
160	032-555-34	\$77.14
161	032-555-35	\$77.14
162	032-555-36	\$77.14

EXHIBIT D

METHOD OF DETERMINATION OF ASSESSMENT SPREAD

The maintenance of the landscaping surrounding percolation pond and Crescent Avenue landscaping together with maintenance and service of the public lighting facilities benefits the Assessment District as a whole. The tentative subdivision map approval was conditioned on the formation of this Maintenance District. Since the creation of the lots was so conditioned, each lot equally benefits from the District. Therefore, the assessment spread is based on the number of building sites or lots contained within the district as indicated on the Assessment Diagram (Exhibit A).

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 7, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS TO
QUALIFIED FIRMS FOR ON-CALL PROFESSIONAL SERVICES IN
THE DISCIPLINES OF PLANNING, ARCHITECTURAL DESIGN,
LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING, TRAFFIC
ENGINEERING, ENVIRONMENTAL SERVICES, CONSTRUCTION
MANAGEMENT, AND GEOTECHNICAL ENGINEERING**

REQUEST:

It is requested that the City Council:

1. Adopt Resolution 2024-, authorize the release of Request for Proposals (RFP) to qualified firms for on-call professional services in the disciplines of planning, architectural design, landscape architecture, civil engineering, traffic engineering, environmental services, construction management, and geotechnical engineering.

BACKGROUND:

The City regularly enters into various professional services contracts during the course of business to support development approvals and delivery of capital improvements. Examples of professional services that have been used in the past and are anticipated in the future are environmental and traffic studies of the impacts of proposed developments that are paid for through fee agreements with developers. Professional design and testing services also support the delivery of projects within the capital improvement program.

City Council adopted Resolution 2021-79 on July 7, 2021 approving the previous round of on-call professional services contracts with 27 firms. The on-call professional services contracts were utilized extensively throughout the term of the agreements which are coming to an end.

Staff has identified the following on-call services that can reasonably be expected to be needed within the next year:

- Planning
- Architectural design
- Landscape Architecture
- Civil Engineering
- Traffic Engineering
- Environmental Services
- Construction Management
- Geotechnical Engineering

If City Council approves the release of an RFP for these services, staff will solicit proposals from qualified firms and make selections for on-call professional services contracts based upon qualifications. Staff would make recommendations for award of professional services agreements at a future City Council meeting.

ANALYSIS:

The use of on-call services will continue to streamline the development approval process and delivery of capital improvement projects. Use of on-call professional service contracts will consolidate the qualification process for many of the standard services that the City is in need of.

CEQA Findings:

The City of Marina has determined that this action is Categorically Exempt per Article 19, Section 15378(b)(5) of the CEQA Guidelines as the action constitutes an organizational or administrative activity that will not result in a physical change in the environment.

FISCAL IMPACT:

The fiscal impact of issuing the RFP is limited to the staff time to draft and issue the RFP as well as staff time to evaluate any proposals received.

CONCLUSION:

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

Edrie Delos Santos, PE
Public Works Department
City of Marina

Nourdin Khayata, PE
Interim Public Works Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE RELEASE OF A
REQUEST FOR PROPOSALS TO QUALIFIED FIRMS FOR ON-CALL
PROFESSIONAL SERVICES IN THE DISCIPLINES OF PLANNING,
ARCHITECTURAL DESIGN, LANDSCAPE ARCHITECTURE, CIVIL
ENGINEERING, TRAFFIC ENGINEERING, ENVIRONMENTAL SERVICES,
CONSTRUCTION MANAGEMENT, AND GEOTECHNICAL ENGINEERING

WHEREAS, the City has a need to contract with consulting firms for professional services to support the delivery of capital improvement projects and the review and approval of proposed developments; and

WHEREAS, the City regularly seeks proposals from consulting firms to provide professional services on numerous smaller projects; and

WHEREAS, the selection process for professional services can be efficiently accomplished by establishing a number of on-call professional services contracts with various consulting firms; and

WHEREAS, the City has effectively utilized on-call professional services since 2018 but the agreements entered into at that time are expiring.

WHEREAS, the selection of professional services consultants is initiated by issuing a Request for Proposals (RFP) to identify and select qualified firms to provide on-call services; and

WHEREAS, the City of Marina has determined that this action is Categorically Exempt per Article 19, Section 15378(b)(5) of the CEQA Guidelines as the action constitutes an organizational or administrative activity that will not result in a physical change in the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby authorize release of an RFP to qualified firms for on-call professional services in the disciplines of planning, architectural design, landscape architecture, civil engineering, environmental services, construction management, and geotechnical engineering.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of May 2024, 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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 7, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-
AUTHORIZING THE UPFITTING OF A UTILITY VEHICLE TO A
COMMAND VEHICLE; AUTHORIZE THE \$24,000 TO BE ALLOCATED
FROM UNALLOCATED FUNDS, AND AUTHORIZE THE FINANCE
DIRECTOR TO MAKE ANY NECESSARY ACCOUNTING AND
BUDGETARY ENTRIES**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2024-, authorizing the upfitting of a utility vehicle to a command vehicle, and;
2. Authorize the \$24,000 to be allocated from unallocated funds, and;
3. Authorize the Finance Director to make any necessary accounting and budgetary entries.

BACKGROUND:

The command vehicle is a critical tool used by Division Chief's daily and during the normal course of their duties. The vehicle is used for everything from conducting training exercises, inspections, transporting firefighters, responding to emergencies along with command and control. During the budget process we budgeted and planned for 2 new command vehicles.

Because our current utility vehicle is not meeting the needs of the fire department, it was decided to order 1 new command vehicle and 1 new utility vehicle and to convert our current utility into a command vehicle. When the CIP budget was approved, the budget listed two command vehicles. Because we are purchasing a Command and a Utility, we are under budget, but the upfitting for the utility was inadvertently left out of the CIP budget. As a result, we are under budget for the new vehicles, and we do not have a line item to pay for the upfitting necessary to convert the utility into a command vehicle.

ANALYSIS:

The Fire Department purchased a utility vehicle in 2022 that is not meeting our needs but is an ideal base model for a command vehicle. To convert the utility into a command vehicle, we will send the vehicle to LEHR (Emergency Vehicle Products and Installation) for the upfitting to repurpose it into a command vehicle. The upfitting will include items such as mounting dual radios, communication equipment, command and control boards, lighting, an additional battery, speakers, and computers to name a few of the items. For the Division Chief, the Command Vehicle is an essential tool necessary for them to do their Job.

FISCAL IMPACT:

Per a quote from LEHR, we are requesting \$24 thousand dollars which includes a contingency if needed. We are requesting the funds to come from unallocated funds.

CONCLUSION:

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

Respectfully submitted,

Doug McCoun
Fire Chief
City of Marina

Laura Pruneda
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE MARINA CITY COUNCIL AUTHORIZING THE UPFITTING OF A UTILITY VEHICLE TO A COMMAND VEHICLE AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE ANY NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

WHEREAS, the Fire Department has a critical need for command vehicles; and,

WHEREAS, the Fire Department has a utility vehicle that can be upfitted into a command vehicle; and,

WHEREAS, LEHR is a leader in Emergency Vehicle products and installation and meets or exceeds the industry standard for Emergency Vehicles; and,

WHEREAS, LEHR currently has upfitted our current Fire Department vehicles; and,

WHEREAS, staff has verified that the quote from LEHR includes the equipment and upfitting necessary to convert a utility vehicle into a command vehicle; and,

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

1. Adopts a resolution authorizing the upfitting of a utility vehicle into a command vehicle at a cost not to exceed \$24,000, and;
2. Authorize the \$24,000 to be allocated from unallocated funds, and;
3. Authorize the Finance Director to make any necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of May 2024 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

April 19, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
May 7, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING THE FINAL SIXTH CYCLE HOUSING ELEMENT AS
AMENDED BY THE CALIFORNIA DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT AND FIND THAT THE PROJECT IS
EXEMPT FROM CEQA PURSUANT TO SECTION 15061(b)(3) OF THE
CEQA GUIDELINES**

RECOMMENDATION:

Recommend that the City Council:

1. Adopt Resolution No. 2024-, adopting the Final Sixth Cycle Housing Element as amended by the California Department of Housing and Community Development (State HCD) and find the project exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines

PROJECT ANALYSIS

On December 5, 2023 the City Council adopted resolution 2023-131 which directed staff to submit the Housing Element to the California Department of Housing and Community Development (State HCD). The City Council also delegated to the City Manager or his designee, the authority to make non substantive edits requested by the state to the Housing Element to get the document certified by HCD. Following a sixty-day review period, HCD provided non substantive edits to the document and City staff resubmitted the Housing Element on March 19, 2024 back to the state. After a series of meetings and clarifying conversations with the state, HCD certified the Marina Housing Element on April 11, 2024. For transparency purposes, City staff are recommending that the City Council adopt a resolution formally approving the Housing Element with the edits made since December, identified as Exhibit C to the attached resolution.

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 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.

FISCAL IMPACT:

Now that the City of Marina has a certified Housing Element, the Public Works Department can now file for Active Transportation Program (ATP) funds which can be used to improve sidewalks, roadways and to provide more bicycle and pedestrian opportunities for residents. Additionally, certification also means the City can formally apply for the Pro Housing Designation, making it eligible for additional housing and infrastructure grants.

CONCLUSION

In conclusion, city staff are recommending the City Council adopt the Housing Element as amended by the State, and find the project is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Respectfully submitted,

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

REVIWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ADOPTING THE FINAL SIXTH CYCLE HOUSING ELEMENT

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 December 5, 2023, the City Council adopted resolution 2023-131 which directed staff to submit the Housing Element to the California Department of Housing and Community Development (State HCD); and

WHEREAS, City Council Resolution 2023-131 also authorized the City Manager to make non substantive edits to the document to get State HCD certification of the document; and

WHEREAS, on February 9, 2024, State HCD provided recommended edits to the City of Marina; and

WHEREAS, on March 19, 2024, the document was resubmitted to State HCD for additional review; and

WHEREAS, on April 11, 2024, State HCD certified the Marina Sixth Cycle Housing Element; and

WHEREAS, for transparency purposes, city staff are bringing the final document back to the City Council for adoption;

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. The Sixth Cycle Housing Element is adopted as amended by the California Department of Housing and Community Development (State HCD).

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th of May 2024 by the following vote:

AYES, COUNCILMEMBERS:

NOES, COUNCILMEMBERS:

ABSENT, COUNCILMEMBERS:

ABSTAIN, COUNCILMEMBERS:

ATTEST:

Bruce Delgado, Mayor

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



April 11, 2024

Layne Long, City Manager
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Dear Layne Long:

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

Thank you for submitting the City of Marina's (City) housing element that was adopted on December 5, 2023. Modifications to the adopted element were received on March 19, 2024 along with technical edits on April 11, 2024. The modifications to the adopted housing element were authorized by Resolution No. 2023-131 and made available to the public prior to review. Pursuant to Government Code section 65585, the California Department of Housing and Community Development (HCD) is reporting the results of its review.

HCD is pleased to find the adopted housing element, including modifications and technical edits, in substantial compliance with State Housing Element Law (Gov. Code, § 65580 et seq) as of the date of this letter. The adopted element addresses the statutory requirements described in HCD's February 9, 2024, review.

Additionally, the City must continue timely and effective implementation of all programs including but not limited to the following:

- Program 1.1 (Adequate Sites)
- Program 2.1 (Accessory Dwelling Units)
- Program 2.2 (Density Bonus)
- Program 2.3 (Affordable Housing Development)
- Program 3.1 (Zoning Ordinance Amendments)
- Program 3.3 (Design Review Process and Requirements)
- Program 7.1 (Special Needs Housing – Removal of Constraints)
- Program 8.1 (Collaboration with Water Resource Agencies)
- Program 9.2 (Anti-Displacement Strategy)

The City must monitor and report on the results of these and other programs through the annual progress report, required pursuant to Government Code section 65400.

Layne Long, City Manager
Page 2

Please be aware, Government Code section 65585, subdivision (i) grants HCD authority to review any action or failure to act by a local government that it determines is inconsistent with an adopted housing element or housing element law. This includes failure to implement program actions included in the housing element. HCD may revoke housing element compliance if the local government's actions do not comply with state law.

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 Strategic Growth Council and HCD's 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 now meets housing element requirements for these and other funding sources.

HCD appreciates the collaboration and dedication that Guido Persicone provided throughout the housing element update and review. HCD wishes the City success in implementing its housing element and looks forward to following its progress through the General Plan annual progress reports pursuant to Government Code section 65400. If HCD can provide assistance in implementing the housing element, please contact Mao Lee, of our staff, at Mao.Lee@hcd.ca.gov.

Sincerely,



Paul McDougall
Senior Program Manager

Table 1-41 Housing Types Permitted In Marina's Zoning Districts

Type of Residential Use	Zoning District							
	R-1	R-2	R-3	R-4	MHR	C-R	C-1	C-2
Single-Family Unit ¹	P	P	P	P ² /C	P ⁶	–	–	C ³
Accessory Dwelling Units	P	P	P	P	P	–	–	–
Multi-Family	–	–	–	P	–	C	C ⁵	C ³
Condominium and/or Planned Development Projects	C	–	C	C	P	C	–	–
Mobile Home Park	–	–	–	C	–	–	–	–
Residential Mixed Use	–	–	–	–	–	C	C	C ³
Boarding House (≤ two persons)	P	P	P	P	–	–	–	–
Boarding House (≥ three persons)	–	–	C	–	–	–	–	–
Foster Home (≤ six children)	P	P	P	P	–	P	–	–
Day Care Home/Small (≤ six adults or ≤ eight children)	P	P	P	P	P	P	–	–
Day Care Home/Large (nine to 14 children)	P	P	P	P	P	P	–	–
Residential Care/Small (≤ six persons)	P	P	P	P	–	P	–	–
Residential Care/Large (≥ seven persons)	C ⁴	C	C	C	–	C	–	–
Rest Home/Nursing Home	–	C	–	C	–	C	–	–
Transitional and Supportive Housing	P	P	P	P	–	P	P ⁹	P ⁹
Single Room Occupancy Housing	–	–	–	C	–	C	–	–
Emergency Shelter	–	–	–	P	–	P	–	–
Labor Camp	–	–	–	–	–	–	–	–
Live/Work Units	–	–	–	–	–	C	–	–

P= Permitted Use C= Conditional Use – = Not Permitted

¹ Single-family unit includes factory-built or modular dwellings consistent with CBC regulations.

² Permitted: Single-family dwellings constructed prior to January 1, 2005

³ Single-family, duplex and multiple-family residential dwellings limited to studio and one-bedroom units with a minimum of 525 square feet and a maximum of 900 square feet to a maximum density of one unit per 5,000 square feet of lot area within the same building as commercial uses on the site and located above those commercial uses.

⁴ Large Residential Care for the Elderly

⁵ When part of a mixed-use development on a building site

⁶ Residential units, either attached or detached, including single-family dwellings, duplexes, row houses, townhouses, and condominiums

⁷ Accessory buildings and accessory uses including barns, stables, and other farm outbuildings, quarters for farm labor and/or servants employed on the premises

⁸ One noncommercial guest house

⁹ Supportive housing only

Source: City of Marina Zoning Ordinance 2022

Single- and Multi-Family Uses

Single- and multiple-family housing types include detached and attached single-family homes, duplexes, townhomes, condominiums, and multi-family rental apartments. Single-family housing units are permitted by right in all of the city's residential zoning districts, the MHR district, and the agricultural residential district (K), and conditionally permitted in C-2 commercial zoning district. Multiple-family housing developments are permitted in the R-4 zoning district and conditionally

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 multi-family residential housing, 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, 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 permit SRO housing in zones where multi-family housing is permitted.

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.

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.

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|--------------------------|--|
| Timeline and Objectives: | <ul style="list-style-type: none"> ▪ 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. By the end of June 2027, if project schedules change and units are not projected to be complete during the planning period, ensure there are still adequate sites from other pending projects and vacant and nonvacant sites for meeting the remaining RHNA or identify replacement sites by the end of 2027. ▪ 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
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Funding Sources:	Departmental Budget
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Program 1.4: Affordable Housing on Faith Based Properties

AB 1851 (2020) encourages the use of religious facility properties (including parking lots) for housing projects. Certain religious facility properties are zoned Public and Community Facilities (PCF) District, which does not allow multifamily residential. To facilitate the production of housing on religious facility sites, the City will create an overlay zone. The overlay will allow religious-institution-affiliated housing development by right, at a minimum of 20 dwelling units per acre and a maximum of 30 dwelling units per acre and include parking requirements consistent with State law.

- | | |
|--------------------------|--|
| Timeline and Objectives: | <ul style="list-style-type: none"> ▪ In 2025, conduct outreach to religious institutions and affordable housing developers in Marina to provide information on housing opportunities on religious facility sites. ▪ By the end of 2025, establish a Religious Facility Housing Overlay. ▪ Pursue at least two affordable housing projects in the overlay. |
|--------------------------|--|

Responsible Agencies:	Community Development/Planning Services Division
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Funding Sources:	Departmental Budget
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Policy 2: Facilitate and encourage a variety of housing options to accommodate the City's share of Regional Housing Needs Allocation (RHNA).

Program 2.1: Accessory Dwelling Units

The City has been experiencing a healthy trend of ADU production in recent years. The City will continue to facilitate the development of ADUs as an alternative source of moderately priced housing. The City will also seek to reduce costs and permit timelines for ADU permitting. While the City has limited financial capacity to assist with the production of ADUs, the City will proactively market the \$40,000 grants available from California Housing Finance Agency (CalHFA) (<https://www.calhfa.ca.gov/adu/>) to low- and moderate-income homeowners for the construction of ADUs.

- | | |
|--------------------------|---|
| Timeline and Objectives: | <ul style="list-style-type: none"> ▪ Facilitate construction of 88 ADUs over 8 years. ▪ By the end of 2023, develop and distribute ADU information, including resources available, on City website and at public counters. ▪ By the end of 2024, 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. ▪ Promote the availability of funding for ADUs, including the CalHFA ADU Grant Program that currently provides up to \$40,000 to reimburse homeowners for predevelopment costs necessary to build and occupy an ADU. ▪ Annually monitor the affordability of constructed ADUs by developing a worksheet to track income levels throughout the course of the planning period. Include information for homeowner participation in the Housing Choice Voucher program in the worksheet and provide the worksheet to homeowners to complete during Certificate of Occupancy. |
|--------------------------|---|

Responsible Agencies:	Community Development/Planning Services Division
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Funding Sources:	Departmental Budget
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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. ▪ By the end of 2025, amend the BMR Administrative Policies and Procedures to include the Right to Return/First Right of Refusal provisions for tenants displaced from the project site.
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 was amended in 2023 (Ordinance 2023-06) to comply with State law. Specifically, the Zoning Ordinance was amended 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.

Program 4.2: Rental Assistance

Both project-based vouchers and tenant-based HCVs are important resources for very low-income and extremely low-income households. The VTC-Lightfighter Village is in the process of securing 17 project-based vouchers.

In addition, the HACM also administers the tenant-based HCV program. HCVs allow recipients to move to housing options of their choice. Two bills that became effective in 2020 provide "source of income" protection to households using public assistance for housing payments, including rent subsidies such as HCVs.

Timeline and Objectives:		- Continue to support the HACM's pursuit of additional funding from HUD for project-based and tenant-based rental assistance, with the goal of increasing their use in Marina by 10 percent over 8 years. - 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 and SB 9 application packets to expand acceptance of HCVs throughout the city. - Promote the HCV program to tenants and encourage landlord participation in the HCV program as part of outreach conducted for anti-displacement strategies in Program 9.2.
Responsible Agencies:	City Manager's Office/Housing	
Funding Sources:	Departmental Budget	

Policy 5: Continue to encourage the conservation of existing dwelling units throughout the City.

Program 5.1: Property Inspection/Code Enforcement

The City will continue use of the Property Inspection Program and code enforcement authority of the Building Division to identify nuisance structures upon property sale or transfer and require abatement prior to completion of the sale or transfer, contingent upon availability of adequate staff. Utilize Code Enforcement efforts as an anti-displacement tool.

Timeline and Objectives:		- Ongoing implementation. - Inspect 200 properties annually and refer income-eligible households to available resources for rehabilitation. - Code Enforcement staff will connect property owners with resources to assist with repairs to limit the cost of repair.
Responsible Agencies:	Community Development/Building Division	
Funding Sources:	Departmental Budget	

Program 5.2: Conservation of Existing Affordable Housing

The City has an inventory of 616 housing units that are deed restricted as affordable housing; none are considered to be at risk of converting to market-rate housing within the next 10 years. The City will continue to monitor the status of its affordable housing resources and work to conserve all units to the extent feasible.

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 permit SRO housing in zones where multi-family housing is permitted.

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

Currently, the City has adequate water to meet the RHNA allocation. 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 quarterly, meet with various water resources agencies to discuss water resources and strategies for meeting the projected housing needs in the region.
- By the end of 2026 and annually thereafter, work with water resource agencies to and implement recommended strategies to conserve water consumption and expand water resources.
- Every other year, monitor the availability of water to serve pipeline projects and identified sites to accommodate the RHNA. If necessary, pursue alternative water sources as feasible within 1 year to ensure the City can serve potential housing projects.

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.

Program 9.2: Anti-Displacement Strategy

In combination with programs included in this Housing Element (Programs 1.1: Adequate Sites and No Net Loss, Program 1.2: Housing Replacement, 2.5: Preferential Housing for Marina Workers and Residents, 4.2: Rental Assistance, 5.2: Conservation of Affordable Housing), the City shall adopt a multi-pronged anti-displacement strategy to work to relieve displacement pressures caused by the increasing income gap and increasing housing costs in the City. The strategy shall include measures that encourage affordable housing production, work to preserve existing affordable housing, and protect current residents from displacement in rapidly changing portions of the city, particularly in the central city (Census Tracts 142.01 and 142.02) where cost burdens coincide with poverty rates, overcrowding, and a predominant population of Hispanic and Asian residents.

The City will examine the feasibility of the following strategies, and commit to adopting one or more of the following:

- **Production:** Increase multi-family residential and mixed-use opportunities throughout the city beyond capacity to meet the RHNA; allow duplexes, triplexes, and multiple JADUs in lower density, higher resource areas.
- **Preservation:** Establish partnership with Home Match Monterey to support and promote housing sharing services; create partnerships with the Housing Authority of the County of Monterey (HACM) to support acquisition of affordable units at-risk of conversion to market rate; identify a code enforcement specialist on staff to provide technical assistance and information to property owners of lower income units to address code enforcement issues; seek funding to support rehabilitation of substandard multi-family units; and restrict conversion of existing units occupied by lower-income households to short term rentals.
- **Protect Current Residents:** Provide a link in the Fair Housing Factsheet and City's website to the Housing Authority of the County of Monterey (HACM) Portfolio Directory for availability of affordable rental units; partner with nonprofits that serve underserved residents within the City to share information on fair housing and tenant rights; and add first right of refusal for BMR units for displaced residents.

City of Marina
2023-2031 Housing Element Update

- **Engagement:** Develop an engagement strategy to disseminate information on tenant protections (e.g., source of income, and State rent stabilization and just cause eviction regulations).

In developing the Anti-Displacement Strategy, the City shall discuss issues, opportunities, and potential anti-displacement measures with the public through community events targeting Census Tracts 142.01 and 142.01. Outreach will take into account the high rates of linguistic isolation in these areas and provide materials in Spanish.

Timeline and Objectives:	▪ Complete targeted engagement in 2024-2025 ▪ Adopt Anti-Displacement Strategy by the end of 2026 ▪ Encourage the development of 50 lower income units (beyond the RHNA), with a target of 20 percent for seniors and residents with a disability.
Responsible Agencies:	City of Marina Administration; Community Development/Planning Services Division
Funding Sources:	Departmental Budget

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.
	Amend the BMR Administrative Policies and Procedures to include Right to Return/First Right of Refusal provisions for tenants displaced from the project site.	By the end of 2025		
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

Program	Specific Commitment	Timeline	Geographic Targeting	8-Year Metrics ¹
Program 9.2: Anti-Displacement Strategy	Adopt an Anti-Displacement Strategy	Conduct engagement in 2024-2025 Adopt a strategy by the end of 2026	Census Tracts 142.01 and 142.02	Encourage the development of 50 lower income units (beyond the RHNA), with a target of 20 percent for seniors and residents with a disability.

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.

Exhibit D.

Final Housing Element:

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 7, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
ACCEPTING THE HOUSING ELEMENT ANNUAL PROGRESS REPORT
FOR CALENDAR YEAR 2023 AND AUTHORIZING STAFF TO SUBMIT
THE REPORT TO THE GOVERNOR'S OFFICE OF PLANNING AND
RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**

RECOMMENDATION: City Council consider

1. Adopting Resolution No. 2024-, accepting the Housing Element Annual Progress Report for calendar year 2023 and authorizing staff to submit the report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development (State HCD); and,
2. Find that the action is exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378(b).

BACKGROUND:

Pursuant to Government Code Section 65400, each city and county is required to prepare a Housing Element Annual Progress Report (APR) on the status of implementation of the jurisdiction's housing element. The APR must be prepared using forms and definitions adopted by the California Department of Housing and Community Development (HCD). The APR is meant to serve as a tool for implementing a jurisdiction's Housing Element. Highlights of the City's progress in meeting current RHNA include:

- **Fifth Cycle**-HCD certified the Fifth Cycle Housing Element on April 27, 2023.
- **PLHA Grant**-On June 14, 2023, the City was awarded \$627,000 in Permanent Local Housing Allocation (PLHA) grant funds from HCD.
- **Density Bonus Ordinance**-On June 20, 2023, the City adopted Ordinance 2023-07 incorporating State Density Bonus Law by reference into the Marina Municipal Code.
- **ADU Laws**-on April 4, 2023, the City Council adopted Ordinance 2023-06 to enact SB 897 to ensure the City's ADU ordinance was consistent with recent changes to state law.
- **Veteran's Transition Center (VTC)**-on April 4, 2023, City Council resolution 2023-34 was adopted implementing an Affordable Housing Agreement with the Veteran's Transitional Housing applicant to deed restrict seventy-one (71) affordable units at 229 Hayes Circle.
- **REAP 2.0**-on October 3, 2023, the City Council adopted resolution 2023-97 directing city staff to file for REAP 2.0 funds to implement the Sixth Cycle Housing Element. Marina received \$41,000 from AMBAG to being this work in 2024.

- **Accessory Dwelling Units-ADUs**-Approval of 21 (16 ADU; 5-JADU) accessory dwelling units (ADUs) in 2023 up from (12) the previous year.
- **Pre-Approved ADU Plans**-In 2023 city staff used PLHA funds to contract with an architectural firm to prepare pre-approved ADU plans. The plans will be ready for customer use by June 2024.

DISCUSSION:

The City of Marina 2023 APR is attached. To ensure accountability with respect to housing production, each site is identified by assessor's parcel number, and all milestones occurring in 2023 are indicated by date including submittal for planning entitlements, approval of planning entitlements, issuance of building permits, and issuance of certificates of occupancy/final inspections. The report also tracks affordability and if units are deed restricted to specified affordability levels. The report acknowledges if sites are infill or not and also tracks applications seeking new streamlining requirements. Progress on Housing Element program implementation is summarized toward the end of the APR (Table D). Housing element programs are listed with a brief explanation regarding progress made in the reporting year. Note that many programs continue to be addressed on an ongoing basis, while others are complete.

FISCAL IMPACT:

None.

ENVIRONMENTAL REVIEW:

This action is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3) because there is no possibility that receiving an update on the Housing Element's Programs status will have a significant effect on the environment. As a separate and independent basis, this report is also exempt under CEQA Guidelines Section 15378(b).

CONCLUSION:

This request is submitted for City Council consideration and comment.

REVIEWED/CONCUR:

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

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ACCEPTING THE HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2023 AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

WHEREAS, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the Housing Element of the General Plan; and

WHEREAS, Planning Staff has prepared an Annual Progress Report for the calendar year 2023 (EXHIBIT A), utilizing the prescribed forms and instructions provided by the State Department of Housing and Community Development; and

WHEREAS, the City Council of the City of Marina held a duly noticed public meeting on May 7, 2024, about the Housing Element Annual Progress Report (APR); and

WHEREAS, this action is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3) because there is no possibility that receiving an update on the Housing Element's Programs status will have a significant effect on the environment. As a separate and independent basis, this report is also exempt under CEQA Guidelines Section 15378(b); and

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

1. Accept the Housing Element Annual Progress Report for calendar year 2023 and authorizes city staff to submit the report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development; and
2. Find that the action is exempt from CEQA pursuant to Sections 15061(b)(3) and 15378(b) of the CEQA Guidelines.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of May 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

2023 MARINA Housing Element Annual Progress Report**General Information**

First Name	Guido	Street Address	211 Hillcrest Ave	Phone	8318841289
Last Name	Persicone	City	Marina	Email	gpersicone@cityofmarina.org
Title	Community Development Director	Zip Code	93933		

Comments: Include any additional information or explanation for the information provided in the following tables.

2023 MARINA Housing Element Annual Progress Report

TABLE A - Housing Development Applications Submitted
Unit Information

Project Identifier		Proposed Units Affordability by Household Incomes									
Current APN	Street Address	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Proposed Units by Project	Total Approved Units by Project	Total Disapproved Units by Project
032-303-046	226 Palm Ave	0	0	0	0	0	0	6	6	6	0
032-312-025	235 Reindollar	0	0	0	0	0	0	2	2	2	0
Totals		0	0	0	0	0	0	8	8	8	0

Project Information

Project Identifier					Unit Types				Density Bonus Applications			
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category	Tenure	Date Application Submitted	Was Application Submitted Pursuant to SB 35 Streamlining?	Was a Density Bonus requested for this housing development?	Was a Density Bonus approved for this housing development?	Please indicate the status of the application	Notes
032-303-046	032-303-046	226 Palm Ave	Palm Ave SP	SADC 23-06	MH	Renter	08/29/2023	NONE	No	No	Approved	
032-312-025	032-312-025	235 Reindollar	NA	CUP23-01	2 to 4	Renter	03/01/2023	NONE	No	No	Approved	

2023 MARINA Housing Element Annual Progress Report

TABLE A2 - Annual Building Activity Report Summary - New Construction
Entitlements

Project Identifier			Affordability by Household Income - Entitlements								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units Issued Entitlements
031-279-058	3009 Arroyo Dr	B22-000991	0	0	0	0	0	0	1	01/13/2023	1
031-279-062	495 Lassen Way	B22-000903	0	0	0	0	0	0	1	01/13/2023	1
031-279-011	494 Lassen Way	B22-000978	0	0	0	0	0	0	1	01/24/2023	1
031-279-018	480 Lassen Way	B22-000985	0	0	0	0	0	0	1	01/24/2023	1
031-279-019	478 Lassen Way	B22-000987	0	0	0	0	0	0	1	01/25/2023	1
031-279-073	495 BONTE COURT	B22-000660	0	0	0	0	0	0	1	01/25/2023	1
031-257-028	270 SANDY GULCH	B22-000624	0	0	0	0	0	0	1	01/25/2023	1
031-257-029	272 SANDY GULCH	B22-000625	0	0	0	0	0	0	1	01/25/2023	1
031-258-011	2718 KITETAIL LANE	B22-000317	0	0	0	0	0	0	1	01/25/2023	1
032-332-004	3044 Vaughan Ave	B22-000514	0	0	0	0	0	0	1	01/05/2023	1
032-322-004	275 Reindollar Ave	B22-000069	0	0	0	0	0	0	1	01/03/2023	1
032-222-008	3107 Pleasant Cir	B22-000702	0	0	0	0	0	0	1	01/03/2023	1
031-259-025	2766 Telegraph Blvd	B22-000426	0	0	0	0	0	0	1	02/06/2023	1

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031-259-026	2768 Telegraph Blvd	B22-000427	0	0	0	0	0	0	1	02/06/2023	1
031-259-035	2765 4th Ave	B22-000428	0	0	0	0	0	0	1	02/06/2023	1
031-259-036	2763 4th Ave	B22-000429	0	0	0	0	0	0	1	02/06/2023	1
031-274-066	3072 Abrams Dr	B21-000804	0	0	0	0	0	0	1	03/02/2023	1
031-274-059	2985 Bayonet Ct	B21-000809	0	0	0	0	0	0	1	03/02/2023	1
031-274-058	2983 Bayonet Ct	B21-000811	0	0	0	0	0	0	1	03/02/2023	1
031-274-057	2981 Bayonet Ct	B21-000812	0	0	0	0	0	0	1	03/02/2023	1
031-274-056	2979 Bayonet Ct	B21-000814	0	0	0	0	0	0	1	03/02/2023	1
031-274-055	2977 Bayonet Ct	B21-000815	0	0	0	0	0	0	1	03/02/2023	1
031-259-075	2806 Telegraph Blvd	B22-000588	0	0	0	0	0	0	1	03/02/2023	1
031-259-074	2804 Telegraph Blvd	B22-000589	0	0	0	0	0	0	1	03/02/2023	1
031-259-073	2802 Telegraph Blvd	B22-000590	0	0	0	0	0	0	1	03/02/2023	1
031-259-082	2815 California Ave	B22-000591	0	0	0	0	0	0	1	03/02/2023	1
031-259-083	2813 California Ave	B22-000592	0	0	0	0	0	0	1	03/02/2023	1
031-258-002	2713 4th Ave	B22-000783	0	0	0	0	0	0	1	03/02/2023	1
031-258-003	2715 4th Ave	B22-000784	0	0	0	0	0	0	1	03/02/2023	1
031-258-004	2715 4th Ave	B22-000785	0	0	0	0	0	0	1	03/02/2023	1
031-258-005	2719 4th Ave	B22-000786	0	0	0	0	0	0	1	03/02/2023	1
031-275-061	3082 Abrams Dr	B22-000995	0	0	0	0	0	0	1	03/16/2023	1
031-274-063	3078 Abrams Dr	B21-000968	0	0	0	0	0	0	1	03/16/2023	1

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031-274-065	3074 Abrams Dr	B21-000805	0	0	0	0	0	0	1	03/16/2023	1
031-275-060	3084 Abrams Dr	B22-000994	0	0	0	0	0	0	1	03/16/2023	1
031-274-064	3076 Abrams Dr	B21-000807	0	0	0	0	0	0	1	03/16/2023	1
031-275-062	3080 Abrams Dr	B22-000996	0	0	0	0	0	0	1	03/16/2023	1
031-277-086	3007 Pinos Way	B21-000940	0	0	0	0	0	0	1	03/28/2023	1
031-259-031	2773 4th Ave	B22-000955	0	0	0	0	0	0	1	03/27/2023	1
031-259-028	2772 Telegraph Blvd	B22-000554	0	0	0	0	0	0	1	03/27/2023	1
031-259-032	2771 4th Ave	B22-000956	0	0	0	0	0	0	1	03/27/2023	1
031-257-014	232 Bungalow Ct	B22-000951	0	0	0	0	0	0	1	03/27/2023	1
031-259-029	2774 Telegraph Blvd	B22-000953	0	0	0	0	0	0	1	03/27/2023	1
031-259-033	2769 4th Ave	B22-000555	0	0	0	0	0	0	1	03/27/2023	1
031-259-030	2776 Telegraph Blvd	B22-000954	0	0	0	0	0	0	1	03/27/2023	1
031-257-015	234 Bungalow Ct	B22-000952	0	0	0	0	0	0	1	03/27/2023	1
031-259-027	2770 Telegraph Blvd	B22-000553	0	0	0	0	0	0	1	03/27/2023	1
031-259-034	2767 4th Ave	B22-000556	0	0	0	0	0	0	1	03/27/2023	1
031-257-013	230 Bungalow Ct	B22-000950	0	0	0	0	0	0	1	03/27/2023	1
031-277-073	3004 Tyndall Way	B21-000942	0	0	0	0	0	0	1	03/28/2023	1
031-277-093	2991 Pinos Way	B21-000939	0	0	0	0	0	0	1	03/28/2023	1
031-277-023	257 Marina Heights Dr	B21-000944	0	0	0	0	0	0	1	03/28/2023	1
031-277-072	3002 Tyndall Way	B21-000941	0	0	0	0	0	0	1	03/28/2023	1

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031-279-012	492 Lassen Way	B23-000127	0	0	0	0	0	0	1	04/12/2023	1
031-277-029	2987 Bonte Dr	B21-000964	0	0	0	0	0	0	1	04/12/2023	1
031-277-031	2995 Bonte Dr	B21-0000962	0	0	0	0	0	0	1	04/12/2023	1
031-277-029	2991 Bonte Dr	B21-000963	0	0	0	0	0	0	1	04/12/2023	1
031-277-037	2994 Pinos Way	B21-000943	0	0	0	0	0	0	1	04/12/2023	1
031-279-029	465 Marina Heights Dr	B21-000954	0	0	0	0	0	0	1	04/21/2023	1
031-279-024	2990 Bonte Dr	B21-000956	0	0	0	0	0	0	1	04/21/2023	1
031-278-021	2996 Bonte Dr	B21-000957	0	0	0	0	0	0	1	04/21/2023	1
031-278-020	2998 Bonte Dr	B21-000958	0	0	0	0	0	0	1	04/21/2023	1
031-278-017	453 Weldon Way	B21-000959	0	0	0	0	0	0	1	04/26/2023	1
031-277-012	465 Weldon Way	B21-000960	0	0	0	0	0	0	1	04/27/2023	1
031-279-012	467 Weldon Way	B21-000961	0	0	0	0	0	0	1	04/27/2023	1
031-278-005	460 Russell Way	B21-000965	0	0	0	0	0	0	1	04/23/2023	1
031-121-002	3203 Marina Dr	B22-000926	0	0	0	0	0	0	1	04/26/2023	1
031-279-004	483 Marina Heights Dr	B22-000980	0	0	0	0	0	0	1	04/27/2023	1
031-279-005	485 Marina Heights Dr	B22-000981	0	0	0	0	0	0	1	04/27/2023	1
032-443-010	3196 Crescent Ave	B22-000947	0	0	0	0	0	0	1	04/05/2023	1
031-278-046	3004 Minaret Way	B21-000951	0	0	0	0	0	0	1	05/03/2023	1
031-278-045	3002 Minaret Way	B21-000952	0	0	0	0	0	0	1	05/03/2023	1
031-278-044	3000 Minaret Way	B21-000953	0	0	0	0	0	0	1	05/03/2023	1
031-279-032	2996 Pinnacles Way	B21-000966	0	0	0	0	0	0	1	05/03/2023	1

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031-279-052	2997 Shasta Way	B21-000967	0	0	0	0	0	0	1	05/03/2023	1
031-279-051	2999 Shasta Way	B22-000998	0	0	0	0	0	0	1	05/03/2023	1
031-279-051	2999 Shasta Way	B22-000998	0	0	0	0	0	0	1	05/03/2023	1
031-021-040	229 Hayes Cir	B22-000406	35	0	35	0	0	0	1	05/10/2023	71
031-257-008	239 Bungalow Ct	B22-000961	0	0	0	0	0	0	1	05/08/2023	1
031-257-009	237 Bungalow Ct	B22-000962	0	0	0	0	0	0	1	05/08/2023	1
No APN	No address assigned	B22-001018	0	0	0	0	0	0	1	05/05/2023	1
No APN	No address assigned	B22-001022	0	0	0	0	0	0	1	05/05/2023	1
No APN	No address assigned	B22-001023	0	0	0	0	0	0	1	05/05/2023	1
No APN	No address assigned	B22-001024	0	0	0	0	0	0	1	05/05/2023	1
No APN	No address assigned	B22-001025	0	0	0	0	0	0	1	05/05/2023	1
No APN	No address assigned	B22-001026	0	0	0	0	0	0	1	05/05/2023	1
No APN	No address assigned	B22-001027	0	0	0	0	0	0	1	05/05/2023	1
032-291-043	3066 Sunset Ave	B22-000821	0	0	0	0	0	0	1	05/15/2023	1
032-222-025	3095 Redwood Cir	B22-000776	0	0	0	0	0	0	1	05/25/2023	1
031-279-016	484 Lassen Way	B22-000982	0	0	0	0	0	0	1	06/02/2023	1
031-279-017	482 Lassen Way	B22-000984	0	0	0	0	0	0	1	06/02/2023	1
031-279-056	3013 Arroyo Dr	B22-000989	0	0	0	0	0	0	1	06/02/2023	1
031-279-057	3011 Arroyo Dr	B22-000990	0	0	0	0	0	0	1	06/02/2023	1

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031-279-064	491 Lassen Way	B22-001040	0	0	0	0	0	0	1	06/02/2023	1
031-278-026	2986 BONTE DR	B21-000955	0	0	0	0	0	0	1	04/21/2023	1
031-257-005	256 9th St	B22-000958	0	0	0	0	0	0	1	06/30/2023	1
031-257-006	258 9th Street	B22-000959	0	0	0	0	0	0	1	06/30/2023	1
031-257-007	260 9th Street	B22-000960	0	0	0	0	0	0	1	06/30/2023	1
032-361-029	3050 Mildred Ct	B23-000252	0	0	0	0	0	0	1	06/08/2023	1
032-053-003	3184 Melanie Rd	B23-000073	0	0	0	0	0	0	1	06/13/2023	1
031-279-007	489 Marina Heights Dr	B23-000403	0	0	0	0	0	0	1	07/11/2023	1
031-279-006	287 Marina Heights Dr	B23-000404	0	0	0	0	0	0	1	07/11/2023	1
031-279-033	2998 PINNACLES WAY	B23-000997	0	0	0	0	0	0	1	05/03/2023	1
032-012-016	3352 Michael Dr	B23-000249	0	0	0	0	0	0	1	07/25/2023	1
031-283-035	Building 18 Type 6A	B22-001010	0	0	0	0	0	0	1	08/24/2023	1
031-283-034	Building 17 Type 6A	B22-001011	0	0	0	0	0	0	1	08/24/2023	1
031-283-033	Building 16 Type 6A	B22-001012	0	0	0	0	0	0	1	08/24/2023	1
031-279-014	488 Lassen Way	B23-000405	0	0	0	0	0	0	1	08/23/2023	1
031-279-015	486 Lassen Way	B23-000473	0	0	0	0	0	0	1	08/23/2023	1
032-411-074	3028 Max Cir	B22-000029	0	0	0	0	0	0	1	08/01/2023	1
031-311-030	3030 CAHOON CT	B23-000481	0	0	0	0	0	0	1	09/06/2023	1
033-011-013	175 VIA DEL MAR	B22-001085	0	0	0	0	0	0	1	09/14/2023	1

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031-311-026	3033 EL CAPITAN DR	B23-000548	0	0	0	0	0	0	1	09/22/2023	1
031-311-029	3028 CAHOON CT	B23-000523	0	0	0	0	0	0	1	09/06/2023	1
033-011-013	175 VIA DEL MAR	B22-001085	0	0	0	0	0	0	1	09/14/2023	1
032-401-023	3001 Vera Ln	B22-000906	0	0	0	0	0	0	1	09/13/2023	1
033-131-006	179 Paddon Place	B23-000237	0	0	0	0	0	0	1	09/18/2023	1
031-311-028	3029 Cahoon Ct Lot 883	B23-000577	0	0	0	0	0	0	1	10/04/2023	1
031-279-013	490 Lassen Way Lot 144	B23-000571	0	0	0	0	0	0	1	10/04/2023	1
031-283-015	Bldg 9 Lot 901- 905	B22-001019	0	0	0	0	0	0	1	10/17/2023	1
031-279-053	3019 Arroyo Dr Lot 202	B23-000573	0	0	0	0	0	0	1	10/04/2023	1
031-311-027	3031 Cahoon Ct	B23-000551	0	0	0	0	0	0	1	10/04/2023	1
031-279-054	3017 Arroyo Dr Lot 203	B23-000574	0	0	0	0	0	0	1	10/04/2023	1
032-111-030	309 Oak Cir	B23-000619	0	0	0	0	0	0	1	10/10/2023	1
031-910-007	225 Mortimer's Ln	B23-000494	0	0	0	0	0	0	1	10/16/2023	1
033-161-024	175 SAN PABLO CT	B23-000629	0	0	0	0	0	0	1	10/30/2023	1
032-071-027	282 YOUNG CIR	B23-000603	0	0	0	0	0	0	1	10/30/2023	1
032-351-039	405 MILRAY CIRCLE	B23-000452	0	0	0	0	0	0	1	11/14/2023	1
032-091-036	3171 DEFORES RD	B23-000595	0	0	0	0	0	0	1	10/31/2023	1
323-510-220	3050 EDDY CICLE	B23-000589	0	0	0	0	0	0	1	11/07/2023	1
031-279-008	491 MARINA HEIGHTS	B23-000569	0	0	0	0	0	0	2	11/06/2023	2

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031-279-009	493 MARINA HEIGHTS	B23-000570	0	0	0	0	0	0	2	11/06/2023	2
033-011-014	177 A VIA DEL MAR	B23-000505	0	0	0	0	0	0	2	11/07/2023	2
033-011-014	177 B VIA DEL MAR	B23-000506	0	0	0	0	0	0	2	11/07/2023	2
031-279-010	495 MARINA HEIGHTS	B23-000597	0	0	0	0	0	0	2	11/06/2023	2
031-279-063	493 LASSEN WAY	B23-000598	0	0	0	0	0	0	2	11/06/2023	2
031-312-016	3038 EL CAPITAN DR.	B23-000641	0	0	0	0	0	0	2	11/17/2023	2
033-011-011	171 A VIA DEL MAR	B23-000501	0	0	0	0	0	0	2	11/29/2023	2
033-011-011	171 B VIA DEL MAR	B23-000502	0	0	0	0	0	0	2	11/29/2023	2
033-011-012	173 A VIA DEL MAR	B23-000503	0	0	0	0	0	0	2	11/29/2023	2
033-011-012	173 B VIA DEL MAR	B23-000504	0	0	0	0	0	0	2	11/29/2023	2
032-303-012	215 HILLCREST AVENUE	B23-000513	0	0	0	0	0	0	1	11/29/2023	1
031-283-021	BUILDING 7 TYPE 3A	B22-001021	0	0	0	0	0	0	1	12/14/2023	1
NO APN	2501 SEA SHELL AVE	B23-000693	0	0	0	0	0	0	1	12/14/2023	1
No APN	2503 SEA SHELL AVE	B23-000694	0	0	0	0	0	0	1	12/14/2023	1
No APN	2505 SEA SHELL AVE	B23-000695	0	0	0	0	0	0	1	12/14/2023	1
031-283-026	BLDG 15	B22-001013	0	0	0	0	0	0	1	12/15/2023	1
031-283-025	BLDG 14	B22-001014	0	0	0	0	0	0	1	12/15/2023	1
031-283-024	BLDG 13	B22-001015	0	0	0	0	0	0	1	12/15/2023	1
031-283-023	BLDG 12	B22-001016	0	0	0	0	0	0	1	12/15/2023	1
031-283-022	BLDG 11	B22-001017	0	0	0	0	0	0	1	12/15/2023	1

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031-283-014	BLDG 8	B22-001020	0	0	0	0	0	0	1	12/15/2023	1
031-283-015	No address assigned	B22-001021	0	0	0	0	0	0	1	12/16/2023	1
Totals			35	0	35	0	0	0	164		234

Building Permits											
Project Identifier			Affordability by Household Income - Building Permits								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
031-279-058	3009 Arroyo Dr	B22-000991	0	0	0	0	0	0	1	01/13/2023	1
031-279-062	495 Lassen Way	B22-000903	0	0	0	0	0	0	1	01/13/2023	1
031-279-011	494 Lassen Way	B22-000978	0	0	0	0	0	0	1	01/24/2023	1
031-279-018	480 Lassen Way	B22-000985	0	0	0	0	0	0	1	01/24/2023	1
031-279-019	478 Lassen Way	B22-000987	0	0	0	0	0	0	1	01/25/2023	1
031-279-073	495 BONTE COURT	B22-000660	0	0	0	0	0	0	1	01/25/2023	1
031-257-028	270 SANDY GULCH	B22-000624	0	0	0	0	0	0	1	01/25/2023	1
031-257-029	272 SANDY GULCH	B22-000625	0	0	0	0	0	0	1	01/25/2023	1
031-258-011	2718 KITETAIL LANE	B22-000317	0	0	0	0	0	0	1	01/25/2023	1
032-332-004	3044 Vaughan Ave	B22-000514	0	0	0	0	0	0	1	01/05/2023	1
032-322-004	275 Reindollar Ave	B22-000069	0	0	0	0	0	0	1	01/03/2023	1
032-222-008	3107 Pleasant Cir	B22-000702	0	0	0	0	0	0	1	01/03/2023	1
031-259-025	2766 Telegraph Blvd	B22-000426	0	0	0	0	0	0	1	02/06/2023	1
031-259-026	2768 Telegraph Blvd	B22-000427	0	0	0	0	0	0	1	02/06/2023	1
031-259-035	2765 4th Ave	B22-000428	0	0	0	0	0	0	1	02/06/2023	1
031-259-036	2763 4th Ave	B22-000429	0	0	0	0	0	0	1	02/06/2023	1

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031-274-066	3072 Abrams Dr	B21-000804	0	0	0	0	0	0	1	03/02/2023	1
031-274-059	2985 Bayonet Ct	B21-000809	0	0	0	0	0	0	1	03/02/2023	1
031-274-058	2983 Bayonet Ct	B21-000811	0	0	0	0	0	0	1	03/02/2023	1
031-274-057	2981 Bayonet Ct	B21-000812	0	0	0	0	0	0	1	03/02/2023	1
031-274-056	2979 Bayonet Ct	B21-000814	0	0	0	0	0	0	1	03/02/2023	1
031-274-055	2977 Bayonet Ct	B21-000815	0	0	0	0	0	0	1	03/02/2023	1
031-259-075	2806 Telegraph Blvd	B22-000588	0	0	0	0	0	0	1	03/02/2023	1
031-259-074	2804 Telegraph Blvd	B22-000589	0	0	0	0	0	0	1	03/02/2023	1
031-259-073	2802 Telegraph Blvd	B22-000590	0	0	0	0	0	0	1	03/02/2023	1
031-259-082	2815 California Ave	B22-000591	0	0	0	0	0	0	1	03/02/2023	1
031-259-083	2813 California Ave	B22-000592	0	0	0	0	0	0	1	03/02/2023	1
031-258-002	2713 4th Ave	B22-000783	0	0	0	0	0	0	1	03/02/2023	1
031-258-003	2715 4th Ave	B22-000784	0	0	0	0	0	0	1	03/02/2023	1
031-258-004	2715 4th Ave	B22-000785	0	0	0	0	0	0	1	03/02/2023	1
031-258-005	2719 4th Ave	B22-000786	0	0	0	0	0	0	1	03/02/2023	1
031-275-061	3082 Abrams Dr	B22-000995	0	0	0	0	0	0	1	03/16/2023	1
031-274-063	3078 Abrams Dr	B21-000968	0	0	0	0	0	0	1	03/16/2023	1
031-274-065	3074 Abrams Dr	B21-000805	0	0	0	0	0	0	1	03/16/2023	1
031-275-060	3084 Abrams Dr	B22-000994	0	0	0	0	0	0	1	03/16/2023	1
031-274-064	3076 Abrams Dr	B21-000807	0	0	0	0	0	0	1	03/16/2023	1

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031-275-062	3080 Abrams Dr	B22-000996	0	0	0	0	0	0	1	03/16/2023	1
031-277-086	3007 Pinos Way	B21-000940	0	0	0	0	0	0	1	03/28/2023	1
031-259-031	2773 4th Ave	B22-000955	0	0	0	0	0	0	1	03/27/2023	1
031-259-028	2772 Telegraph Blvd	B22-000554	0	0	0	0	0	0	1	03/27/2023	1
031-259-032	2771 4th Ave	B22-000956	0	0	0	0	0	0	1	03/27/2023	1
031-257-014	232 Bungalow Ct	B22-000951	0	0	0	0	0	0	1	03/27/2023	1
031-259-029	2774 Telegraph Blvd	B22-000953	0	0	0	0	0	0	1	03/27/2023	1
031-259-033	2769 4th Ave	B22-000555	0	0	0	0	0	0	1	03/27/2023	1
031-259-030	2776 Telegraph Blvd	B22-000954	0	0	0	0	0	0	1	03/27/2023	1
031-257-015	234 Bungalow Ct	B22-000952	0	0	0	0	0	0	1	03/27/2023	1
031-259-027	2770 Telegraph Blvd	B22-000553	0	0	0	0	0	0	1	03/27/2023	1
031-259-034	2767 4th Ave	B22-000556	0	0	0	0	0	0	1	03/27/2023	1
031-257-013	230 Bungalow Ct	B22-000950	0	0	0	0	0	0	1	03/27/2023	1
031-277-073	3004 Tyndall Way	B21-000942	0	0	0	0	0	0	1	03/27/2023	1
031-277-093	2991 Pinos Way	B21-000939	0	0	0	0	0	0	1	03/28/2023	1
031-277-023	257 Marina Heights Dr	B21-000944	0	0	0	0	0	0	1	03/28/2023	1
031-277-072	3002 Tyndall Way	B21-000941	0	0	0	0	0	0	1	03/28/2023	1
031-279-012	492 Lassen Way	B23-000127	0	0	0	0	0	0	1	04/12/2023	1
031-277-029	2987 Bonte Dr	B21-000964	0	0	0	0	0	0	1	04/12/2023	1
031-277-031	2995 Bonte Dr	B21-000962	0	0	0	0	0	0	1	04/12/2023	1
031-277-029	2991 Bonte Dr	B21-000963	0	0	0	0	0	0	1	04/12/2023	1

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031-277-037	2994 Pinos Way	B21-000943	0	0	0	0	0	0	1	04/12/2023	1
031-279-029	465 Marina Heights Dr	B21-000954	0	0	0	0	0	0	1	04/21/2023	1
031-279-024	2990 Bonte Dr	B21-000956	0	0	0	0	0	0	1	04/21/2023	1
031-278-021	2996 Bonte Dr	B21-000957	0	0	0	0	0	0	1	04/21/2023	1
031-278-020	2998 Bonte Dr	B21-000958	0	0	0	0	0	0	1	04/21/2023	1
031-278-017	453 Weldon Way	B21-000959	0	0	0	0	0	0	1	04/26/2023	1
031-277-012	465 Weldon Way	B21-000960	0	0	0	0	0	0	1	04/27/2023	1
031-279-012	467 Weldon Way	B21-000961	0	0	0	0	0	0	1	04/27/2023	1
031-278-005	460 Russell Way	B21-000965	0	0	0	0	0	0	1	04/23/2023	1
031-121-002	3203 Marina Dr	B22-000926	0	0	0	0	0	0	1	04/26/2023	1
031-279-004	483 Marina Heights Dr	B22-000980	0	0	0	0	0	0	1	04/27/2023	1
031-279-005	485 Marina Heights Dr	B22-000981	0	0	0	0	0	0	1	04/27/2023	1
032-443-010	3196 Crescent Ave	B22-000947	0	0	0	0	0	0	1	04/05/2023	1
031-278-046	3004 Minaret Way	B21-000951	0	0	0	0	0	0	1	05/03/2023	1
031-278-045	3002 Minaret Way	B21-000952	0	0	0	0	0	0	1	05/03/2023	1
031-278-044	3000 Minaret Way	B21-000953	0	0	0	0	0	0	1	05/03/2023	1
031-279-032	2996 Pinnacles Way	B21-000966	0	0	0	0	0	0	1	05/03/2023	1
031-279-052	2997 Shasta Way	B21-000967	0	0	0	0	0	0	1	05/03/2023	1
031-279-051	2999 Shasta Way	B22-000998	0	0	0	0	0	0	1	05/03/2023	1
031-279-051	2999 Shasta Way	B22-000998	0	0	0	0	0	0	1	05/03/2023	1

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031-021-040	229 Hayes Cir	B22-000406	35	0	35	0	0	0	1	05/10/2023	71
031-257-008	239 Bungalow Ct	B22-000961	0	0	0	0	0	0	1	05/08/2023	1
031-257-009	237 Bungalow Ct	B22-000962	0	0	0	0	0	0	1	05/08/2023	1
No APN	No address assigned	B22-001018	0	0	0	0	0	0	1	05/05/2023	1
No APN	No address assigned	B22-001022	0	0	0	0	0	0	1	05/05/2023	1
No APN	No address assigned	B22-001023	0	0	0	0	0	0	1	05/05/2023	1
No APN	No address assigned	B22-001024	0	0	0	0	0	0	1	05/05/2023	1
No APN	No address assigned	B22-001025	0	0	0	0	0	0	1	05/05/2023	1
No APN	No address assigned	B22-001026	0	0	0	0	0	0	1	05/05/2023	1
No APN	No address assigned	B22-001027	0	0	0	0	0	0	1	05/05/2023	1
032-291-043	3066 Sunset Ave	B22-000821	0	0	0	0	0	0	1	05/15/2023	1
032-222-025	3095 Redwood Cir	B22-000776	0	0	0	0	0	0	1	05/25/2023	1
031-279-016	484 Lassen Way	B22-000982	0	0	0	0	0	0	1	06/02/2023	1
031-279-017	482 Lassen Way	B22-000984	0	0	0	0	0	0	1	06/02/2023	1
031-279-056	3013 Arroyo Dr	B22-000989	0	0	0	0	0	0	1	06/02/2023	1
031-279-057	3011 Arroyo Dr	B22-000990	0	0	0	0	0	0	1	06/02/2023	1
031-279-064	491 Lassen Way	B22-001040	0	0	0	0	0	0	1	06/02/2023	1
031-278-026	2986 BONTE DR	B21-000955	0	0	0	0	0	0	1	04/21/2023	1
031-257-005	256 9th St	B22-000958	0	0	0	0	0	0	1	06/30/2023	1
031-257-006	258 9th Street	B22-000959	0	0	0	0	0	0	1	06/30/2023	1

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031-257-007	260 9th Street	B22-000960	0	0	0	0	0	0	1	06/30/2023	1
032-361-029	3050 Mildred Ct	B23-000252	0	0	0	0	0	0	1	06/08/2023	1
032-053-003	3184 Melanie Rd	B23-000073	0	0	0	0	0	0	1	06/13/2023	1
031-279-007	489 Marina Heights Dr	B23-000403	0	0	0	0	0	0	1	07/11/2023	1
031-279-006	287 Marina Heights Dr	B23-000404	0	0	0	0	0	0	1	07/11/2023	1
031-279-033	2998 PINNACLES WAY	B23-000997	0	0	0	0	1	0	0	05/03/2023	1
032-012-016	3352 Michael Dr	B23-000249	0	0	0	0	0	0	1	07/25/2023	1
031-283-035	Building 18 Type 6A	B22-001010	0	0	0	0	0	0	1	08/24/2023	1
031-283-034	Building 17 Type 6A	B22-001011	0	0	0	0	0	0	1	08/24/2023	1
031-283-033	Building 16 Type 6A	B22-001012	0	0	0	0	0	0	1	08/24/2023	1
031-279-014	488 Lassen Way	B23-000405	0	0	0	0	0	0	1	08/23/2023	1
031-279-015	486 Lassen Way	B23-000473	0	0	0	0	0	0	1	08/23/2023	1
032-411-074	3028 Max Cir	B22-000029	0	0	0	0	0	0	1	08/01/2023	1
031-311-030	3030 CAHOON CT	B23-000481	0	0	0	0	0	0	1	09/06/2023	1
033-011-013	175 VIA DEL MAR	B22-001085	0	0	0	0	0	0	1	09/14/2023	1
031-311-026	3033 EL CAPITAN DR	B23-000548	0	0	0	0	0	0	1	09/22/2023	1
031-311-029	3028 CAHOON CT	B23-000523	0	0	0	0	0	0	1	09/06/2023	1
033-011-013	175 VIA DEL MAR	B22-001085	0	0	0	0	0	0	1	09/14/2023	1
032-401-023	3001 Vera Ln	B22-000906	0	0	0	0	0	0	1	09/13/2023	1

EXHIBIT A

033-131-006	179 Paddon Place	B23-000237	0	0	0	0	0	0	1	09/18/2023	1
031-311-028	3029 Cahoon Ct Lot 883	B23-000577	0	0	0	0	0	0	1	10/04/2023	1
031-279-013	490 Lassen Way Lot 144	B23-000571	0	0	0	0	0	0	1	10/04/2023	1
031-283-015	Bldg 9 Lot 901-905	B22-001019	0	0	0	0	0	0	1	10/17/2023	1
031-279-053	3019 Arroyo Dr Lot 202	B23-000573	0	0	0	0	0	0	1	10/04/2023	1
031-311-027	3031 Cahoon Ct	B23-000551	0	0	0	0	0	0	1	10/04/2023	1
031-279-054	3017 Arroyo Dr Lot 203	B23-000574	0	0	0	0	0	0	1	10/04/2023	1
032-111-030	309 Oak Cir	B23-000619	0	0	0	0	0	0	1	10/10/2023	1
031-910-007	225 Mortimer's Ln	B23-000494	0	0	0	0	0	0	1	10/16/2023	1
033-161-024	175 SAN PABLO CT	B23-000629	0	0	0	0	0	0	1	10/30/2023	1
032-071-027	282 YOUNG CIR	B23-000603	0	0	0	0	0	0	1	10/30/2023	1
032-351-039	405 MILRAY CIRCLE	B23-000452	0	0	0	0	0	0	1	11/14/2023	1
032-091-036	3171 DEFORES RD	B23-000595	0	0	0	0	0	0	1	10/31/2023	1
323-510-220	3050 EDDY CICLE	B23-000589	0	0	0	0	0	0	1	11/07/2023	1
031-279-008	491 MARINA HEIGHTS	B23-000569	0	0	0	0	0	0	1	11/06/2023	1
031-279-009	493 MARINA HEIGHTS	B23-000570	0	0	0	0	0	0	1	11/06/2023	1
033-011-014	177 A VIA DEL MAR	B23-000505	0	0	0	0	0	0	1	11/07/2023	1
033-011-014	177 B VIA DEL MAR	B23-000506	0	0	0	0	0	0	1	11/07/2023	1

EXHIBIT A

031-279-010	495 MARINA HEIGHTS	B23-000597	0	0	0	0	0	0	1	11/06/2023	1
031-279-063	493 LASSEN WAY	B23-000598	0	0	0	0	0	0	1	11/06/2023	1
031-312-016	3038 EL CAPITAN DR.	B23-000641	0	0	0	0	0	0	1	11/17/2023	1
033-011-011	171 A VIA DEL MAR	B23-000501	0	0	0	0	0	0	1	11/29/2023	1
033-011-011	171 B VIA DEL MAR	B23-000502	0	0	0	0	0	0	1	11/29/2023	1
033-011-012	173 A VIA DEL MAR	B23-000503	0	0	0	0	0	0	1	11/29/2023	1
033-011-012	173 B VIA DEL MAR	B23-000504	0	0	0	0	0	0	1	11/29/2023	1
032-303-012	215 HILLCREST AVENUE	B23-000513	0	0	0	0	0	0	1	11/29/2023	1
031-283-021	BUILDING 7 TYPE 3A	B22-001021	0	0	0	0	0	0	1	12/14/2023	1
NO APN	2501 SEA SHELL AVE	B23-000693	0	0	0	0	0	0	1	12/14/2023	1
No APN	2503 SEA SHELL AVE	B23-000694	0	0	0	0	0	0	1	12/14/2023	1
No APN	2505 SEA SHELL AVE	B23-000695	0	0	0	0	0	0	1	12/14/2023	1
031-283-026	BLDG 15	B22-001013	0	0	0	0	0	0	1	12/15/2023	1
031-283-025	BLDG 14	B22-001014	0	0	0	0	0	0	1	12/15/2023	1
031-283-024	BLDG 13	B22-001015	0	0	0	0	0	0	1	12/15/2023	1
031-283-023	BLDG 12	B22-001016	0	0	0	0	0	0	1	12/15/2023	1
031-283-022	BLDG 11	B22-001017	0	0	0	0	0	0	1	12/15/2023	1
031-283-014	BLDG 8	B22-001020	0	0	0	0	0	0	1	12/15/2023	1
031-283-015	No address assigned	B22-001021	0	0	0	0	0	0	1	12/16/2023	1
Totals			35	0	35	0	1	0	152		223

Certificate of Occupancy											
Project Identifier			Affordability by Household Income - Certificate of Occupancy								
Current APN	Street Address	Local Jurisdiction Tracking ID	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness Date Issued	# of Units Issued Certificates of Occupancy or other forms of readiness
031-279-058	3009 Arroyo Dr	B22-000991	0	0	0	0	0	0	0		0
031-279-062	495 Lassen Way	B22-000903	0	0	0	0	0	0	0		0
031-279-011	494 Lassen Way	B22-000978	0	0	0	0	0	0	0		0
031-279-018	480 Lassen Way	B22-000985	0	0	0	0	0	0	0		0
031-279-019	478 Lassen Way	B22-000987	0	0	0	0	0	0	0		0
031-279-073	495 BONTE COURT	B22-000660	0	0	0	0	0	0	0		0
031-257-028	270 SANDY GULCH	B22-000624	0	0	0	0	0	0	0		0
031-257-029	272 SANDY GULCH	B22-000625	0	0	0	0	0	0	0		0
031-258-011	2718 KITETAIL LANE	B22-000317	0	0	0	0	0	0	0		0
032-332-004	3044 Vaughan Ave	B22-000514	0	0	0	0	0	0	0		0
032-322-004	275 Reindollar Ave	B22-000069	0	0	0	0	0	0	0		0
032-222-008	3107 Pleasant Cir	B22-000702	0	0	0	0	0	0	0		0
031-259-025	2766 Telegraph Blvd	B22-000426	0	0	0	0	0	0	0		0
031-259-026	2768 Telegraph Blvd	B22-000427	0	0	0	0	0	0	0		0
031-259-035	2765 4th Ave	B22-000428	0	0	0	0	0	0	0		0

031-259-036	2763 4th Ave	B22-000429	0	0	0	0	0	0	0		0
031-274-066	3072 Abrams Dr	B21-000804	0	0	0	0	0	0	0		0
031-274-059	2985 Bayonet Ct	B21-000809	0	0	0	0	0	0	0		0
031-274-058	2983 Bayonet Ct	B21-000811	0	0	0	0	0	0	0		0
031-274-057	2981 Bayonet Ct	B21-000812	0	0	0	0	0	0	0		0
031-274-056	2979 Bayonet Ct	B21-000814	0	0	0	0	0	0	0		0
031-274-055	2977 Bayonet Ct	B21-000815	0	0	0	0	0	0	0		0
031-259-075	2806 Telegraph Blvd	B22-000588	0	0	0	0	0	0	0		0
031-259-074	2804 Telegraph Blvd	B22-000589	0	0	0	0	0	0	0		0
031-259-073	2802 Telegraph Blvd	B22-000590	0	0	0	0	0	0	0		0
031-259-082	2815 California Ave	B22-000591	0	0	0	0	0	0	0		0
031-259-083	2813 California Ave	B22-000592	0	0	0	0	0	0	0		0
031-258-002	2713 4th Ave	B22-000783	0	0	0	0	0	0	0		0
031-258-003	2715 4th Ave	B22-000784	0	0	0	0	0	0	0		0
031-258-004	2715 4th Ave	B22-000785	0	0	0	0	0	0	0		0
031-258-005	2719 4th Ave	B22-000786	0	0	0	0	0	0	0		0
031-275-061	3082 Abrams Dr	B22-000995	0	0	0	0	0	0	0		0
031-274-063	3078 Abrams Dr	B21-000968	0	0	0	0	0	0	0		0
031-274-065	3074 Abrams Dr	B21-000805	0	0	0	0	0	0	0		0
031-275-060	3084 Abrams Dr	B22-000994	0	0	0	0	0	0	0		0

031-274-064	3076 Abrams Dr	B21-000807	0	0	0	0	0	0	0		0
031-275-062	3080 Abrams Dr	B22-000996	0	0	0	0	0	0	0		0
031-277-086	3007 Pinos Way	B21-000940	0	0	0	0	0	0	0		0
031-259-031	2773 4th Ave	B22-000955	0	0	0	0	0	0	0		0
031-259-028	2772 Telegraph Blvd	B22-000554	0	0	0	0	0	0	0		0
031-259-032	2771 4th Ave	B22-000956	0	0	0	0	0	0	0		0
031-257-014	232 Bungalow Ct	B22-000951	0	0	0	0	0	0	0		0
031-259-029	2774 Telegraph Blvd	B22-000953	0	0	0	0	0	0	0		0
031-259-033	2769 4th Ave	B22-000555	0	0	0	0	0	0	0		0
031-259-030	2776 Telegraph Blvd	B22-000954	0	0	0	0	0	0	0		0
031-257-015	234 Bungalow Ct	B22-000952	0	0	0	0	0	0	0		0
031-259-027	2770 Telegraph Blvd	B22-000553	0	0	0	0	0	0	0		0
031-259-034	2767 4th Ave	B22-000556	0	0	0	0	0	0	0		0
031-257-013	230 Bungalow Ct	B22-000950	0	0	0	0	0	0	0		0
031-277-073	3004 Tyndall Way	B21-000942	0	0	0	0	0	0	0		0
031-277-093	2991 Pinos Way	B21-000939	0	0	0	0	0	0	0		0
031-277-023	257 Marina Heights Dr	B21-000944	0	0	0	0	0	0	0		0
031-277-072	3002 Tyndall Way	B21-000941	0	0	0	0	0	0	0		0
031-279-012	492 Lassen Way	B23-000127	0	0	0	0	0	0	0		0
031-277-029	2987 Bonte Dr	B21-000964	0	0	0	0	0	0	0		0

031-277-031	2995 Bonte Dr	B21-0000962	0	0	0	0	0	0	0		0
031-277-029	2991 Bonte Dr	B21-000963	0	0	0	0	0	0	0		0
031-277-037	2994 Pinos Way	B21-000943	0	0	0	0	0	0	0		0
031-279-029	465 Marina Heights Dr	B21-000954	0	0	0	0	0	0	0		0
031-279-024	2990 Bonte Dr	B21-000956	0	0	0	0	0	0	0		0
031-278-021	2996 Bonte Dr	B21-000957	0	0	0	0	0	0	0		0
031-278-020	2998 Bonte Dr	B21-000958	0	0	0	0	0	0	0		0
031-278-017	453 Weldon Way	B21-000959	0	0	0	0	0	0	0		0
031-277-012	465 Weldon Way	B21-000960	0	0	0	0	0	0	0		0
031-279-012	467 Weldon Way	B21-000961	0	0	0	0	0	0	0		0
031-278-005	460 Russell Way	B21-000965	0	0	0	0	0	0	0		0
031-121-002	3203 Marina Dr	B22-000926	0	0	0	0	0	0	0		0
031-279-004	483 Marina Heights Dr	B22-000980	0	0	0	0	0	0	0		0
031-279-005	485 Marina Heights Dr	B22-000981	0	0	0	0	0	0	0		0
032-443-010	3196 Crescent Ave	B22-000947	0	0	0	0	0	0	0		0
031-278-046	3004 Minaret Way	B21-000951	0	0	0	0	0	0	0		0
031-278-045	3002 Minaret Way	B21-000952	0	0	0	0	0	0	0		0
031-278-044	3000 Minaret Way	B21-000953	0	0	0	0	0	0	0		0
031-279-032	2996 Pinnacles Way	B21-000966	0	0	0	0	0	0	0		0
031-279-052	2997 Shasta Way	B21-000967	0	0	0	0	0	0	0		0

031-279-051	2999 Shasta Way	B22-000998	0	0	0	0	0	0	0		0
031-279-051	2999 Shasta Way	B22-000998	0	0	0	0	0	0	0		0
031-021-040	229 Hayes Cir	B22-000406	0	0	0	0	0	0	0		0
031-257-008	239 Bungalow Ct	B22-000961	0	0	0	0	0	0	0		0
031-257-009	237 Bungalow Ct	B22-000962	0	0	0	0	0	0	0		0
No APN	No address assigned	B22-001018	0	0	0	0	0	0	0		0
No APN	No address assigned	B22-001022	0	0	0	0	0	0	0		0
No APN	No address assigned	B22-001023	0	0	0	0	0	0	0		0
No APN	No address assigned	B22-001024	0	0	0	0	0	0	0		0
No APN	No address assigned	B22-001025	0	0	0	0	0	0	0		0
No APN	No address assigned	B22-001026	0	0	0	0	0	0	0		0
No APN	No address assigned	B22-001027	0	0	0	0	0	0	0		0
032-291-043	3066 Sunset Ave	B22-000821	0	0	0	0	0	0	0		0
032-222-025	3095 Redwood Cir	B22-000776	0	0	0	0	0	0	0		0
031-279-016	484 Lassen Way	B22-000982	0	0	0	0	0	0	0		0
031-279-017	482 Lassen Way	B22-000984	0	0	0	0	0	0	0		0
031-279-056	3013 Arroyo Dr	B22-000989	0	0	0	0	0	0	0		0
031-279-057	3011 Arroyo Dr	B22-000990	0	0	0	0	0	0	0		0
031-279-064	491 Lassen Way	B22-001040	0	0	0	0	0	0	0		0

031-278-026	2986 BONTE DR	B21-000955	0	0	0	0	0	0	0		0
031-257-005	256 9th St	B22-000958	0	0	0	0	0	0	0		0
031-257-006	258 9th Street	B22-000959	0	0	0	0	0	0	0		0
031-257-007	260 9th Street	B22-000960	0	0	0	0	0	0	0		0
032-361-029	3050 Mildred Ct	B23-000252	0	0	0	0	0	0	0		0
032-053-003	3184 Melanie Rd	B23-000073	0	0	0	0	0	0	0		0
031-279-007	489 Marina Heights Dr	B23-000403	0	0	0	0	0	0	0		0
031-279-006	287 Marina Heights Dr	B23-000404	0	0	0	0	0	0	0		0
031-279-033	2998 PINNACLES WAY	B23-000997	0	0	0	0	0	0	0		0
032-012-016	3352 Michael Dr	B23-000249	0	0	0	0	0	0	0		0
031-283-035	Building 18 Type 6A	B22-001010	0	0	0	0	0	0	0		0
031-283-034	Building 17 Type 6A	B22-001011	0	0	0	0	0	0	0		0
031-283-033	Building 16 Type 6A	B22-001012	0	0	0	0	0	0	0		0
031-279-014	488 Lassen Way	B23-000405	0	0	0	0	0	0	0		0
031-279-015	486 Lassen Way	B23-000473	0	0	0	0	0	0	0		0
032-411-074	3028 Max Cir	B22-000029	0	0	0	0	0	0	0		0
031-311-030	3030 CAHOON CT	B23-000481	0	0	0	0	0	0	0		0
033-011-013	175 VIA DEL MAR	B22-001085	0	0	0	0	0	0	0		0
031-311-026	3033 EL CAPITAN DR	B23-000548	0	0	0	0	0	0	0		0

031-311-029	3028 CAHOON CT	B23-000523	0	0	0	0	0	0	0		0
033-011-013	175 VIA DEL MAR	B22-001085	0	0	0	0	0	0	0		0
032-401-023	3001 Vera Ln	B22-000906	0	0	0	0	0	0	0		0
033-131-006	179 Paddon Place	B23-000237	0	0	0	0	0	0	0		0
031-311-028	3029 Cahoon Ct Lot 883	B23-000577	0	0	0	0	0	0	0		0
031-279-013	490 Lassen Way Lot 144	B23-000571	0	0	0	0	0	0	0		0
031-283-015	Bldg 9 Lot 901-905	B22-001019	0	0	0	0	0	0	0		0
031-279-053	3019 Arroyo Dr Lot 202	B23-000573	0	0	0	0	0	0	0		0
031-311-027	3031 Cahoon Ct	B23-000551	0	0	0	0	0	0	0		0
031-279-054	3017 Arroyo Dr Lot 203	B23-000574	0	0	0	0	0	0	0		0
032-111-030	309 Oak Cir	B23-000619	0	0	0	0	0	0	0		0
031-910-007	225 Mortimer's Ln	B23-000494	0	0	0	0	0	0	0		0
033-161-024	175 SAN PABLO CT	B23-000629	0	0	0	0	0	0	0		0
032-071-027	282 YOUNG CIR	B23-000603	0	0	0	0	0	0	0		0
032-351-039	405 MILRAY CIRCLE	B23-000452	0	0	0	0	0	0	0		0
032-091-036	3171 DEFORES RD	B23-000595	0	0	0	0	0	0	0		0
323-510-220	3050 EDDY CICLE	B23-000589	0	0	0	0	0	0	0		0
031-279-008	491 MARINA HEIGHTS	B23-000569	0	0	0	0	0	0	0		0
031-279-009	493 MARINA HEIGHTS	B23-000570	0	0	0	0	0	0	0		0

033-011-014	177 A VIA DEL MAR	B23-000505	0	0	0	0	0	0	0		0
033-011-014	177 B VIA DEL MAR	B23-000506	0	0	0	0	0	0	0		0
031-279-010	495 MARINA HEIGHTS	B23-000597	0	0	0	0	0	0	0		0
031-279-063	493 LASSEN WAY	B23-000598	0	0	0	0	0	0	0		0
031-312-016	3038 EL CAPITAN DR.	B23-000641	0	0	0	0	0	0	0		0
033-011-011	171 A VIA DEL MAR	B23-000501	0	0	0	0	0	0	0		0
033-011-011	171 B VIA DEL MAR	B23-000502	0	0	0	0	0	0	0		0
033-011-012	173 A VIA DEL MAR	B23-000503	0	0	0	0	0	0	0		0
033-011-012	173 B VIA DEL MAR	B23-000504	0	0	0	0	0	0	0		0
032-303-012	215 HILLCREST AVENUE	B23-000513	0	0	0	0	0	0	0		0
031-283-021	BUILDING 7 TYPE 3A	B22-001021	0	0	0	0	0	0	0		0
NO APN	2501 SEA SHELL AVE	B23-000693	0	0	0	0	0	0	0		0
No APN	2503 SEA SHELL AVE	B23-000694	0	0	0	0	0	0	0		0
No APN	2505 SEA SHELL AVE	B23-000695	0	0	0	0	0	0	0		0
031-283-026	BLDG 15	B22-001013	0	0	0	0	0	0	0		0
031-283-025	BLDG 14	B22-001014	0	0	0	0	0	0	0		0
031-283-024	BLDG 13	B22-001015	0	0	0	0	0	0	0		0
031-283-023	BLDG 12	B22-001016	0	0	0	0	0	0	0		0
031-283-022	BLDG 11	B22-001017	0	0	0	0	0	0	0		0
031-283-014	BLDG 8	B22-001020	0	0	0	0	0	0	0		0

031-283-015	No address assigned	B22-001021	0	0	0	0	0	0	0		0
Totals			0	0	0	0	0	0	0		0

Project Information																	
Project Identifier					Unit Types					Housing with Financial Assistance and/or Deed Restrictions				Demolished/Destroyed Units			Notes
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category	Tenure	Extremely Low Income Units	Was Project Approved using SB 35 Streamlining?	Infill Units?	Assistance Programs for each Development	Deed Restriction Type	Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Number of Demolished/Destroyed Units	Demolished or Destroyed Units?	Demolished or Destroyed Units Owner or Renter	
031-279-058	031-279-058	3009 Arroyo Dr	NA	B22-000991	SFD	Owner	0	NONE	Y					0			
031-279-062	031-279-062	495 Lassen Way	NA	B22-000903	SFD	Owner	0	NONE	Y					0			
031-279-011	031-279-011	494 Lassen Way	NA	B22-000978	SFD	Owner	0	NONE	Y					0			
031-279-018	031-279-018	480 Lassen Way	NA	B22-000985	SFD	Owner	0	NONE	Y					0			
031-279-019	031-279-019	478 Lassen Way	NA	B22-000987	SFD	Owner	0	NONE	Y					0			
031-279-073	031-279-073	495 BONTE COURT	NA	B22-000660	SFD	Owner	0	NONE	Y					0			
031-257-028	031-257-028	270 SANDY GULCH	NA	B22-000624	SFD	Owner	0	NONE	Y					0			
031-257-029	031-257-029	272 SANDY GULCH	NA	B22-000625	SFD	Owner	0	NONE	Y					0			

031-258-011	031-258-011	2718 KITETAIL LANE	NA	B22-000317	SFD	Owner	0	NONE	Y					0			
032-332-004	032-332-004	3044 Vaughan Ave	NA	B22-000514	ADU	Owner	0	NONE	Y					0			
032-322-004	032-322-004	275 Reindollar Ave	NA	B22-000069	ADU	Owner	0	NONE	Y					0			
032-222-008	032-222-008	3107 Pleasant Cir	NA	B22-000702	ADU	Owner	0	NONE	Y					0			
031-259-025	031-259-025	2766 Telegraph Blvd	NA	B22-000426	SFD	Owner	0	NONE	Y					0			
031-259-026	031-259-026	2768 Telegraph Blvd	NA	B22-000427	SFD	Owner	0	NONE	Y					0			
031-259-035	031-259-035	2765 4th Ave	NA	B22-000428	SFD	Owner	0	NONE	Y					0			
031-259-036	031-259-036	2763 4th Ave	NA	B22-000429	SFD	Owner	0	NONE	Y					0			
031-274-066	031-274-066	3072 Abrams Dr	NA	B21-000804	2 to 4	Owner	0	NONE	Y	Other	Other	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-274-059	031-274-059	2985 Bayonet Ct	NA	B21-000809	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built

031-274-058	031-274-058	2983 Bayonet Ct	NA	B21-000811	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-274-057	031-274-057	2981 Bayonet Ct	NA	B21-000812	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-274-056	031-274-056	2979 Bayonet Ct	NA	B21-000814	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-274-055	031-274-055	2977 Bayonet Ct	NA	B21-000815	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-259-075	031-259-075	2806 Telegraph Blvd	NA	B22-000588	SFD	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-259-074	031-259-074	2804 Telegraph Blvd	NA	B22-000589	SFD	Owner	0	NONE	Y					0			
031-259-073	031-259-073	2802 Telegraph Blvd	NA	B22-000590	SFD	Owner	0	NONE	Y					0			
031-259-082	031-259-082	2815 California Ave	NA	B22-000591	SFD	Owner	0	NONE	Y					0			

031-259-083	031-259-083	2813 California Ave	NA	B22-000592	SFD	Owner	0	NONE	Y					0			
031-258-002	031-258-002	2713 4th Ave	NA	B22-000783	SFD	Owner	0	NONE	Y					0			
031-258-003	031-258-003	2715 4th Ave	NA	B22-000784	SFD	Owner	0	NONE	Y					0			
031-258-004	031-258-004	2715 4th Ave	NA	B22-000785	SFD	Owner	0	NONE	Y					0			
031-258-005	031-258-005	2719 4th Ave	NA	B22-000786	SFD	Owner	0	NONE	Y					0			affordable units required for developer to built
031-275-061	031-275-061	3082 Abrams Dr	NA	B22-000995	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-274-063	031-274-063	3078 Abrams Dr	NA	B21-000968	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-274-065	031-274-065	3074 Abrams Dr	NA	B21-000805	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-275-060	031-275-060	3084 Abrams Dr	NA	B22-000994	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built

031-274-064	031-274-064	3076 Abrams Dr	NA	B21-000807	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-275-062	031-275-062	3080 Abrams Dr	NA	B22-000996	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-277-086	031-277-086	3007 Pinos Way	NA	B21-000940	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-259-031	031-259-031	2773 4th Ave	NA	B22-000955	SFD	Owner	0	NONE	Y					0			
031-259-028	031-259-028	2772 Telegraph Blvd	NA	B22-000554	SFD	Owner	0	NONE	Y					0			
031-259-032	031-259-032	2771 4th Ave	NA	B22-000956	SFD	Owner	0	NONE	Y					0			
031-257-014	031-257-014	232 Bungalow Ct	NA	B22-000951	SFD	Owner	0	NONE	Y					0			
031-259-029	031-259-029	2774 Telegraph Blvd	NA	B22-000953	SFD	Owner	0	NONE	Y					0			
031-259-033	031-259-033	2769 4th Ave	NA	B22-000555	SFD	Owner	0	NONE	Y					0			
031-259-030	031-259-030	2776 Telegraph Blvd	NA	B22-000954	SFD	Owner	0	NONE	Y					0			
031-257-015	031-257-015	234 Bungalow Ct	NA	B22-000952	SFD	Owner	0	NONE	Y					0			

031-259-027	031-259-027	2770 Telegraph Blvd	NA	B22-000553	SFD	Owner	0	NONE	Y					0			
031-259-034	031-259-034	2767 4th Ave	NA	B22-000556	SFD	Owner	0	NONE	Y					0			
031-257-013	031-257-013	230 Bungalow Ct	NA	B22-000950	SFD	Owner	0	NONE	Y					0			
031-277-073	031-277-073	3004 Tyndall Way	NA	B21-000942	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-277-093	031-277-093	2991 Pinos Way	NA	B21-000939	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-277-023	031-277-023	257 Marina Heights Dr	NA	B21-000944	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-277-072	031-277-072	3002 Tyndall Way	NA	B21-000941	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-279-012	031-279-012	492 Lassen Way	NA	B23-000127	SFD	Owner	0	NONE	Y					0			
031-277-029	031-277-029	2987 Bonte Dr	NA	B21-000964	SFD	Owner	0	NONE	Y					0			
031-277-031	031-277-031	2995 Bonte Dr	NA	B21-0000962	SFD	Owner	0	NONE	Y					0			

031-277-029	031-277-029	2991 Bonte Dr	NA	B21-000963	SFD	Owner	0	NONE	Y					0			
031-277-037	031-277-037	2994 Pinos Way	NA	B21-000943	SFD	Owner	0	NONE	Y					0			
031-279-029	031-279-029	465 Marina Heights Dr	NA	B21-000954	SFD	Owner	0	NONE	Y					0			
031-279-024	031-279-024	2990 Bonte Dr	NA	B21-000956	SFD	Owner	0	NONE	Y					0			
031-278-021	031-278-021	2996 Bonte Dr	NA	B21-000957	SFD	Owner	0	NONE	Y					0			
031-278-020	031-278-020	2998 Bonte Dr	NA	B21-000958	SFD	Owner	0	NONE	Y					0			
031-278-017	031-278-017	453 Weldon Way	NA	B21-000959	SFD	Owner	0	NONE	Y					0			
031-277-012	031-277-012	465 Weldon Way	NA	B21-000960	SFD	Owner	0	NONE	Y					0			
031-279-012	031-279-012	467 Weldon Way	NA	B21-000961	SFD	Owner	0	NONE	Y					0			
031-278-005	031-278-005	460 Russell Way	NA	B21-000965	SFD	Owner	0	NONE	Y					0			
031-121-002	031-121-002	3203 Marina Dr	NA	B22-000926	SFD	Owner	0	NONE	Y					0			
031-279-004	031-279-004	483 Marina Heights Dr	NA	B22-000980	SFD	Owner	0	NONE	Y					0			
031-279-005	031-279-005	485 Marina Heights Dr	NA	B22-000981	SFD	Owner	0	NONE	Y					0			

032-443-010	032-443-010	3196 Crescent Ave	NA	B22-000947	ADU	Owner	0	NONE	Y					0			
031-278-046	031-278-046	3004 Minaret Way	NA	B21-000951	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-278-045	031-278-045	3002 Minaret Way	NA	B21-000952	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-278-044	031-278-044	3000 Minaret Way	NA	B21-000953	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-279-032	031-279-032	2996 Pinnacles Way	NA	B21-000966	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-279-052	031-279-052	2997 Shasta Way	NA	B21-000967	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-279-051	031-279-051	2999 Shasta Way	NA	B22-000998	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built

031-279-051	031-279-051	2999 Shasta Way	NA	B22-000998	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-021-040	031-021-040	229 Hayes Cir	NA	B22-000406	5+	Renter	35	NONE	Y	Other	Other	Deed Restricted	55	0			71 (70 affordable) 1 managem ent unit deed restricted units
031-257-008	031-257-008	239 Bungalow Ct	NA	B22-000961	SFD	Owner	0	NONE	Y					0			
031-257-009	031-257-009	237 Bungalow Ct	NA	B22-000962	SFD	Owner	0	NONE	Y					0			
No APN	No APN	No address assigned	NA	B22-001018	SFD	Owner	0	NONE	Y					0			
No APN	No APN	No address assigned	NA	B22-001022	SFD	Owner	0	NONE	Y					0			
No APN	No APN	No address assigned	NA	B22-001023	SFD	Owner	0	NONE	Y					0			
No APN	No APN	No address assigned	NA	B22-001024	SFD	Owner	0	NONE	Y					0			
No APN	No APN	No address assigned	NA	B22-001025	SFD	Owner	0	NONE	Y					0			
No APN	No APN	No address assigned	NA	B22-001026	SFD	Owner	0	NONE	Y					0			

No APN	No APN	No address assigned	NA	B22-001027	SFD	Owner	0	NONE	Y					0			
032-291-043	032-291-043	3066 Sunset Ave	NA	B22-000821	ADU	Owner	0	NONE	Y					0			
032-222-025	032-222-025	3095 Redwood Cir	NA	B22-000776	ADU	Owner	0	NONE	Y					0			
031-279-016	031-279-016	484 Lassen Way	NA	B22-000982	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-279-017	031-279-017	482 Lassen Way	NA	B22-000984	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-279-056	031-279-056	3013 Arroyo Dr	NA	B22-000989	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-279-057	031-279-057	3011 Arroyo Dr	NA	B22-000990	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-279-064	031-279-064	491 Lassen Way	NA	B22-001040	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built

031-278-026	031-278-026	2986 BONTE DR	NA	B21-000955	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
031-257-005	031-257-005	256 9th St	NA	B22-000958	SFD	Owner	0	NONE	Y					0			
031-257-006	031-257-006	258 9th Street	NA	B22-000959	SFD	Owner	0	NONE	Y					0			
031-257-007	031-257-007	260 9th Street	NA	B22-000960	SFD	Owner	0	NONE	Y					0			
032-361-029	032-361-029	3050 Mildred Ct	NA	B23-000252	ADU	Owner	0	NONE	Y					0			
032-053-003	032-053-003	3184 Melanie Rd	NA	B23-000073	ADU	Owner	0	NONE	Y					0			
031-279-007	031-279-007	489 Marina Heights Dr	NA	B23-000403	SFD	Owner	0	NONE	Y					0			
031-279-006	031-279-006	287 Marina Heights Dr	NA	B23-000404	SFD	Owner	0	NONE	Y					0			
031-279-033	031-279-033	2998 PINNACLES WAY	NA	B23-000997	2 to 4	Owner	0	NONE	Y	Other	INC	Inclusionary Ord. Requirements	55	0			affordable units required for developer to built
032-012-016	032-012-016	3352 Michael Dr	NA	B23-000249	ADU	Owner	0	NONE	Y					0			
031-283-035	031-283-035	Building 18 Type 6A	NA	B22-001010	SFD	Owner	0	NONE	Y					0			

031-283-034	031-283-034	Building 17 Type 6A	NA	B22-001011	SFD	Owner	0	NONE	Y					0			
031-283-033	031-283-033	Building 16 Type 6A	NA	B22-001012	SFD	Owner	0	NONE	Y					0			
031-279-014	031-279-014	488 Lassen Way	NA	B23-000405	SFD	Owner	0	NONE	Y					0			
031-279-015	031-279-015	486 Lassen Way	NA	B23-000473	SFD	Owner	0	NONE	Y					0			
032-411-074	032-411-074	3028 Max Cir	NA	B22-000029	ADU	Owner	0	NONE	Y					0			
031-311-030	031-311-030	3030 CAHOON CT	NA	B23-000481	SFD	Owner	0	NONE	Y					0			
033-011-013	033-011-013	175 VIA DEL MAR	NA	B22-001085	SFD	Owner	0	NONE	Y					0			
031-311-026	031-311-026	3033 EL CAPITAN DR	NA	B23-000548	SFD	Owner	0	NONE	Y					0			
031-311-029	031-311-029	3028 CAHOON CT	NA	B23-000523	SFD	Owner	0	NONE	Y					0			
033-011-013	033-011-013	175 VIA DEL MAR	NA	B22-001085	ADU	Owner	0	NONE	Y					0			
032-401-023	032-401-023	3001 Vera Ln	NA	B22-000906	ADU	Owner	0	NONE	Y					0			
033-131-006	033-131-006	179 Paddon Place	NA	B23-000237	ADU	Owner	0	NONE	Y					0			
031-311-028	031-311-028	3029 Cahoon Ct Lot 883	NA	B23-000577	SFD	Owner	0	NONE	Y					0			

031-279-013	031-279-013	490 Lassen Way Lot 144	NA	B23-000571	SFD	Owner	0	NONE	Y					0			
031-283-015	031-283-015	Bldg 9 Lot 901-905	NA	B22-001019	SFD	Owner	0	NONE	Y					0			
031-279-053	031-279-053	3019 Arroyo Dr Lot 202	NA	B23-000573	SFD	Owner	0	NONE	Y					0			
031-311-027	031-311-027	3031 Cahoon Ct	NA	B23-000551	SFD	Owner	0	NONE	Y					0			
031-279-054	031-279-054	3017 Arroyo Dr Lot 203	NA	B23-000574	SFD	Owner	0	NONE	Y					0			
032-111-030	032-111-030	309 Oak Cir	NA	B23-000619	ADU	Owner	0	NONE	Y					0			
031-910-007	031-910-007	225 Mortimer's Ln	NA	B23-000494	ADU	Owner	0	NONE	Y					0			
033-161-024	033-161-024	175 SAN PABLO CT	NA	B23-000629	ADU	Owner	0	NONE	Y					0			
032-071-027	032-071-027	282 YOUNG CIR	NA	B23-000603	ADU	Owner	0	NONE	Y					0			
032-351-039	032-351-039	405 MILRAY CIRCLE	NA	B23-000452	ADU	Owner	0	NONE	Y					0			
032-091-036	032-091-036	3171 DEFORE S RD	NA	B23-000595	ADU	Owner	0	NONE	Y					0			
323-510-220	323-510-220	3050 EDDY CICLE	NA	B23-000589	ADU	Owner	0	NONE	Y					0			
031-279-008	031-279-008	491 MARINA HEIGHTS	NA	B23-000569	2 to 4	Owner	0	NONE	Y					0			

031-279-009	031-279-009	493 MARINA HEIGHTS	NA	B23-000570	2 to 4	Owner	0	NONE	Y					0			
033-011-014	033-011-014	177 A VIA DEL MAR	NA	B23-000505	2 to 4	Owner	0	NONE	Y					0			
033-011-014	033-011-014	177 B VIA DEL MAR	NA	B23-000506	2 to 4	Owner	0	NONE	Y					0			
031-279-010	031-279-010	495 MARINA HEIGHTS	NA	B23-000597	2 to 4	Owner	0	NONE	Y					0			
031-279-063	031-279-063	493 LASSEN WAY	NA	B23-000598	2 to 4	Owner	0	NONE	Y					0			
031-312-016	031-312-016	3038 EL CAPITAN DR.	NA	B23-000641	2 to 4	Owner	0	NONE	Y					0			
033-011-011	033-011-011	171 A VIA DEL MAR	NA	B23-000501	2 to 4	Owner	0	NONE	Y					0			
033-011-011	033-011-011	171 B VIA DEL MAR	NA	B23-000502	2 to 4	Owner	0	NONE	Y					0			
033-011-012	033-011-012	173 A VIA DEL MAR	NA	B23-000503	2 to 4	Owner	0	NONE	Y					0			
033-011-012	033-011-012	173 B VIA DEL MAR	NA	B23-000504	ADU	Owner	0	NONE	Y					0			
032-303-012	032-303-012	215 HILLCRE ST AVENUE	NA	B23-000513	ADU	Owner	0	NONE	Y					0			
031-283-021	031-283-021	BUILDING 7 TYPE 3A	NA	B22-001021	SFD	Owner	0	NONE	Y					0			
NO APN	NO APN	2501 SEA SHELL AVE	NA	B23-000693	SFD	Owner	0	NONE	Y					0			
No APN	No APN	2503 SEA SHELL AVE	NA	B23-000694	SFD	Owner	0	NONE	Y					0			

No APN	No APN	2505 SEA SHELL AVE	NA	B23-000695	SFD	Owner	0	NONE	Y					0			
031-283-026	031-283-026	BLDG 15	NA	B22-001013	SFD	Owner	0	NONE	Y					0			
031-283-025	031-283-025	BLDG 14	NA	B22-001014	SFD	Owner	0	NONE	Y					0			
031-283-024	031-283-024	BLDG 13	NA	B22-001015	SFD	Owner	0	NONE	Y					0			
031-283-023	031-283-023	BLDG 12	NA	B22-001016	SFD	Owner	0	NONE	Y					0			
031-283-022	031-283-022	BLDG 11	NA	B22-001017	SFD	Owner	0	NONE	Y					0			
031-283-014	031-283-014	BLDG 8	NA	B22-001020	SFD	Owner	0	NONE	Y					0			
031-283-015	031-283-015	No address assigned	NA	B22-001021	SFD	Owner	0	NONE	Y					0			

Density Bonus

Project Identifier			Deed Restriction Type	Density Bonus			
Current APN	Street Address	Local Jurisdiction Tracking ID		Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)

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TABLE B - Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level	RHNA Allocation	Restrictions	Projection Period	Year 1 - 2023	Year 2 - 2024	Year 3 - 2025	Year 4 - 2026	Year 5 - 2027	Year 6 - 2028	Year 7 - 2029	Year 8 - 2030	Year 9 - 2031	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low*	94	Deed restricted	0	0	0	0	0	0	0	0	0	0	0	94
		Non-Restricted	0	0	0	0	0	0	0	0	0	0		
Low	62	Deed restricted	0	0	0	0	0	0	0	0	0	0	0	62
		Non-Restricted	0	0	0	0	0	0	0	0	0	0		
Moderate	173	Deed restricted	0	0	0	0	0	0	0	0	0	0	0	173
		Non-Restricted	0	0	0	0	0	0	0	0	0	0		
Above Moderate	356		48	7	0	0	0	0	0	0	0	0	55	301
Total Units			48	7	0	0	0	0	0	0	0	0	55	
Total RHNA	685	Total Remaining Need for RHNA Period												630

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1)

	Extremely Low-Income Need	Year 1 - 2023	Year 2 - 2024	Year 3 - 2025	Year 4 - 2026	Year 5 - 2027	Year 6 - 2028	Year 7 - 2029	Year 8 - 2030	Year 9 - 2031	Total Units to Date	Total Remaining ELI Need
Extremely Low-Income Units**	47	0	0	0	0	0	0	0	0	0	0	47

For the last year of the 5th cycle planning period, Table B will only include units that were permitted before the end date of the 5th cycle planning period.

For the first year of the 6th cycle planning period, Table B will only include units that were permitted since the start date of the 6th cycle planning period.

Projection Period units are included in a separate column.

*Units serving extremely low-income households must be included in the very low-income permitted totals in order to be credited toward the RHNA.

**Extremely low-income units determined pursuant to Government Code 65583(a)(1). Default value is half of the very low-income RHNA. May be overwritten.

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TABLE C - Sites Identified or Rezoned to Accommodate Shortfall Housing Need	
No Data Available	

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TABLE D - Program Implementation Status

Housing Programs Progress Report - Government Code Section 65583			
Program Description			
Name of Housing Element Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program 1.1: Provide Adequate Sites for RHNA	For the 2015-2023 Housing Element planning period, the City of Marina has been assigned a Regional Housing Needs Allocation (RHNA) of 1,308 units, with the following income distribution: 315 very low income units; 205 low income units; 238 moderate income units; and 550 above moderate income units. The City's land use policies, as guided by its General Plan, Zoning Ordinance, and Specific Plans, offer adequate capacity to accommodate the RHNA. The City will continue to monitor the progress in implementing the various specific plans and development within the Central and Downtown Marina areas to ensure adequate capacity is available throughout the planning period.	2023	The City has recently adopted an Affordable Housing Overlay which when implemented will help Marina meet its RHNA obligations in addition to the below market rate units being built within the Sea Haven, Dunes and Marina Station project areas. On April 27, 2023 HCD certified the Fifth Cycle Housing Element
Program 1.2: Mixed Use/Increased Density - MST Site	A minimum of 55 units to be constructed as part of the mixed-use component of the Monterey-Salinas Transit (MST) property adjacent to the Marina Transit Exchange. A minimum of 30 percent of the first 30 units shall be affordable to low income households earning no more than 80 percent of the current County median household income, plus 20 percent of the units above 30 shall be affordable at the levels specified in the City's inclusionary housing ordinance.	N/A	No building permits have been issued for this site, but with the adoption of the Affordable Housing Overlay the City had adequate capacity to meet its Fifth Cycle Housing Element.
Program 1.3: Mixed Use/Increased Density - Monitoring Housing Production	Develop a monitoring program to track the development of mixed use residential units in relation to the RHNA: for example in the Specific Plan areas of The Dunes, Marina Station, and Downtown.	2020	The city is actively monitoring and working on all of these projects. Marina Station-a development agreement was signed with the City on August 3, 2023; The Dunes Development-Phase 2 and Phase 3 were approved by the City Council in October of 2023; Sea Haven-550 of the 1050 units have been built as of January 1, 2023

Program 1.4: Encourage Lot Consolidation to Facilitate Housing Development	Develop a formal application process for parcel mergers to encourage and facilitate parcel consolidation to accommodate the development of housing opportunities. Consolidation will be promoted through incentives, as appropriate, such as direct financial assistance through the Redevelopment Agency (e.g. the use of RDA 20% housing set-aside funds).	2023	The City continues to encourage lot consolidation to facilitate housing development on an ongoing basis. The Draft Downtown Vitalization Specific Plan includes mechanisms to encourage lot consolidation (Policy LU-2)
Program 2.1: Density Bonus	Continue to provide density bonuses for projects providing affordable units in accordance with state law. Where a housing project seeks a higher density pursuant to the State Density Bonus Law, the affordable housing requirements of Government Code Section 65915 as well as the City's inclusionary housing requirement shall apply.	Ongoing	The City continues to offer density bonus incentives consistent with State law. On June 20, 2023 the City adopted Ordinance 2023-07 incorporating State Density Bonus Law by reference into the Marina Municipal Code.
Program 2.2: Affordable Housing Development	Facilitate the development of affordable housing for lower and moderate income households by working with interested developers to identify appropriate sites for affordable housing; working with or assisting nonprofit developers to pursue affordable housing funds available at local, state, and federal levels to implement the goals and policies of this Housing Element; consider reduced, deferred, or waived City planning and processing fees for affordable housing, especially projects that include housing for extremely low income households, seniors, and the disabled; and provide priority processing for affordable housing projects and offer pre-application consultation.	Annually	This is an ongoing program. The City adopted an affordable housing overlay that identified specific parcels with specific income levels that must be met for affordable housing projects. The Affordable Housing Overlay was adopted by Council Feb 7, 2023 providing an additional 651 low to moderate income affordable unit capacity for the City. City staff have ongoing conversations with affordable housing developers including the Veteran's Transition Center site which has 71 affordable units being built. Completion expected by January 2025.

Program 2.3: Inclusionary Housing Requirements	All new development or redevelopment of 20 or more units and all existing occupied housing in Marina's former Fort Ord (as of July 1, 2003) is required to provide at minimum a specified number of housing units affordable to specific income groups according to the affordability distribution specified in Section 17.45 of the Marina Municipal Code and General Plan. Amend the General Plan and Zoning Ordinance to change the total affordable requirement in existing housing in Marina's former Fort Ord, occupied as of July 1, 2003, to twenty (20) percent	Ongoing	The Housing Element of the Marina General Plan requires a 20% inclusionary requirement on the former Fort Ord. Specific Plans (Dunes on Monterey Bay Specific Plan and the Marina Heights Specific Plan) and the Cypress Knolls Tentative Map on the former Fort Ord require 20% affordable housing. Marina Municipal Code (MMC) Section 17.05.030 C (2) requires a 40% total affordable requirement on the former Fort Ord. City staff will be pursuing revisions to the Code to be consistent with the Sixth Cycle Housing Element Programs and Policies.
Program 2.4: Rezone Additional Land for Mobile Home Park	Consider re-zoning additional land for use and development of a new mobile home park.	Every two years	Consideration of potential sites ongoing. Section 17.060.050.A of the Zoning Ordinance requires minimum lot area for a mobile home park of five acres.
Program 2.5: Preferential Housing for Marina Workers and Residents	Monitor ongoing administration of Below Market Rate housing to ensure thirty percent of units for sale or rent are 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..	2023	The City staff have prepared BMR Guidelines and currently the City has contracted with House Key to monitor the implementation of the BMR Guidelines for the Sea Haven project.
Program 3.1: Improvement Standards Review	Every three years, review Zoning Ordinance, site improvement standards and development procedures to ensure that standards and procedures do not unnecessarily constrain the development, conservation, and rehabilitation of affordable housing.	Every three years	The city is working on the development of a Downtown Vitalization Specific Plan that will address and improve standards and development procedures in Downtown Marina. The City amended the zoning code to allow accessory dwelling units in all residentially zoned districts; additionally the City Council adopted the following zoning code changes: Reasonable Accommodations Ordinance; Low Barrier Navigation Center per AB 101; modified the Small and Large Family Day Care center definitions per changes to state law, and are taking further modifications to the Council for the ADU ordinance per SB 897 in March of 2023.

Program 3.2: Zoning Ordinance Amendments	The City amended the Zoning Ordinance to address a variety of housing-related requirements. Additional efforts have been identified and include amending the zoning code for Transitional and supportive housing; employee housing; and density bonus replacement requirement and extended affordability covenants.	2020	The following zoning amendments were completed in 2022: The City amended the zoning code to allow accessory dwelling units in all residentially zoned districts; additionally the City Council adopted the following zoning code changes: Reasonable Accommodations Ordinance; Low Barrier Navigation Center per AB 101; modified the Small and Large Family Day Care center definitions per changes to state law, and are taking further modifications to the Council for the ADU ordinance per SB 897 in March of 2023.
Program 4.1: Affordable Housing Resources	The City will actively pursue affordable housing resources available at the local, state, and federal levels to expand affordable housing opportunities in the City for a variety of activities, including but not limited to new construction, acquisition/ rehabilitation, first-time homebuyer assistance, and rehabilitation assistance.	Annually	The City received 160,000 in REAP Funds from AMBAG and are using the funds to update the Downtown Specific Plan; recently a Permanent Local Housing Allocation grant award for \$620,000 was given to Marina in 2023.
Program 5.1: Property Inspection/Code Enforcement	Continue use of the Property Inspection Program and code enforcement authority of the Building Division to identify nuisance structures upon property sale or transfer and require abatement prior to completion of the sale or transfer, contingent upon availability of adequate staff.	Annually	This is an ongoing program. 89 Residential Property Inspections were completed in 2023.
Program 5.2 Conservation of Existing Affordable Housing	The city will work to conserve its existing affordable housing inventory of 476 units.	Annually	This is an ongoing program. We actively work with our non profit housing developer partners to conserve affordable units.
Program 6.1: Energy Conservation	Assist homeowners and renters in securing energy audits through local utility companies and programs such as those offered by the Association of Monterey Bay Area Governments by: providing 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.	2023	The City continues to work with AMBAG's Energy Watch Program by distributing information flyers at City offices and the Marina Public Library and informing people verbally of AMBAG's programs. All information provided by the City is current and up to date.

Program 7.1: Fair Housing Outreach	The City will continue to promote equal housing opportunity by providing fair housing information on the City Website, City Library, Community Center, and other public locations. The City will refer inquiries for services and complaints to the appropriate agencies, including the Housing Authority of the County of Monterey; U.S. Department of Housing and Urban Development, Fair Housing and Equal Opportunity Office; State Department of Fair Employment and Housing; as well as other agencies such as the Monterey County Housing Resources Center.	Annually	This is an ongoing program. Information and links in regards to fair housing are updated as needed. Additionally, the Code Enforcement Program website was updated in March 2023 to provide direct links to tenant-landlord mediation services with the Mandell-Gisnet Center for Conflict Management Center at the Monterey College of Law.
Program 8.1: Special Needs Housing - Removal of Constraints	Adopt a reasonable accommodation ordinance to assist persons with disabilities. Ongoing review of Zoning Ordinance to identify and remove any constraints and ensure that reasonable accommodations are provided in regard to ensuring housing opportunities for persons with disabilities.	2022	Reasonable Accommodations Ordinance-for the first time in the City's history we have a regulatory tool to give people a reasonable accommodation from local zoning/building rules if doing so will help reduce barriers to accessing housing. This ordinance was adopted by the City Council on July 19, 2022
Program 9.1: Collaboration with Water Resources Agencies	Continue to work with the Marina Coast Water District, Fort Ord Reuse Authority and other appropriate agencies to secure sufficient water resources to meet the expected needs of projected housing developments through 2023.	Annually	Staff continues to participate with the MCWD and FORA to monitor land development entitlements in relation to the City's water allocation and available water supply. Meetings occur at least annually. The City is currently working with the Marina Coast Water District on projected housing units for the Downtown Vitalization Plan.
Program 10.1: Greenhouse Gas Reduction	To assist local governments, the State of California Attorney General has prepared and maintains through updates, a list of "Generally Applicable Global Warming Measures" that are known to reduce the global warming related impacts of a project. As appropriate, incorporate these measures as design features of a project, to reduce project specific greenhouse gas emissions to the maximum extent feasible.	Annually	This is an ongoing program. City staff ensures that all land development projects incorporate best management practices to achieve greenhouse gas emissions reductions, and encourage LEED or equivalent certification for all developments with the goal of reducing Marina's greenhouse gas emissions over time. These measures are, wherever feasible, incorporated into project design, through developer/staff negotiations, rather than as project mitigation.

2023 MARINA Housing Element Annual Progress Report**TABLE E - Commercial Development Bonus Approved pursuant to GC Section 65915.7**

No Data Available

2023 MARINA Housing Element Annual Progress Report

TABLE F - Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(2)

	Affordability by Household Incomes (Units that DO NOT count towards RHNA)				
Activity Type	Extremely Low-Income	Very Low-Income	Low-Income	Total Units	Description of Activity
Rehabilitation Activity	0	0	0	0	
Preservation of Units At-Risk	0	0	0	0	
Acquisition of Units	0	0	0	0	
Mobilehome Park Preservation	0	0	0	0	
Total Units by Income	0	0	0	0	
	Affordability by Household Incomes (Units that DO count towards RHNA)				
Activity Type	Extremely Low-Income	Very Low-Income	Low-Income	Total Units	Description of Activity
Rehabilitation Activity	0	0	0	0	
Preservation of Units At-Risk	0	0	0	0	
Acquisition of Units	0	0	0	0	
Mobilehome Park Preservation	0	0	0	0	
Total Units by Income	0	0	0	0	

2023 MARINA Housing Element Annual Progress Report	
TABLE G - Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of (CCR Title 25 6202)	
No Data Available	

2023 MARINA Housing Element Annual Progress Report	
TABLE H - Locally Owned Surplus Sites (CCR Title 25 6202)	
No Data Available	

2023 MARINA Housing Element Annual Progress Report

LEAP Reporting (CCR Title 25 6202)

Total Award Amount	150,000.00				
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
VMT Analysis	40,000.00	.00	Completed	None	Reimbursement from State Pending
Phase One General Plan	105,000.00	.00	Completed	Other	Reimbursement from State Pending
ADU Revisions	5,000.00	.00	Completed	None	Reimbursement from State Pending

May 7, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
May 7, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTIONS NO. 2024- AND NO. 2024-, APPROVING MOU LABOR AGREEMENTS BETWEEN THE CITY OF MARINA AND THE MARINA PUBLIC SAFETY MANAGEMENT ASSOCIATION AND THE MARINA PROFESSIONAL FIREFIGHTERS' ASSOCIATION, INCLUDING AMENDMENTS TO CITY SALARY SCHEDULE FOR FISCAL 2023/24

Recommendation

It is recommended that the City Council approve the following:

1. Resolution adopting an MOU between the City and the Marina Public Safety Management Association (MPSMA), and
2. an MOU between the City and the Marina Professional Firefighters Association (MPFFA), and
3. Authorizing adjustments to the current Salary Schedule for the respective groups **(Exhibit B)**; and
4. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND

California Government Code Section 3500, et seq., (Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours and other terms and conditions of employment. The City's general pattern of negotiations has been to consider both competitive market considerations and appropriate cost of living adjustments. City Management and the representatives of the Marina Public Safety Management Association (MPSMA) and the Marina Professional Firefighter Association (MPFFA) (collectively, the "Labor Groups") began negotiations last year, regarding terms of new Memoranda of Understanding (MOU), as the previous agreements were set to expire June 30, 2023. The final MOUs for the MPSMA and the MPFFA employees are now before the City Council for approval.

ANALYSIS

The policy goals communicated to the negotiating team by the City Council for this negotiation included recognizing employee commitment and dedication to the City with compensation increases and benefit contribution increases to better align with the job market and increased cost of living. The labor market has changed. Competitive employee attraction and retention efforts are necessary and staffing shortages are affecting all industries. This alignment is intended to enhance employee retention and provide competitive recruitment efforts. In March of 2023, the City initiated a compensation survey for all full-time classifications, which served as the data upon which compensation considerations were made, comparing salary data with 8 other comparable cities, similar in size, demographics, and services to the public (2 additional public agencies were used for classifications with limited comparable agencies).

The proposed MOUs reflect the agreements reached with the Labor Groups. The MOUs presented for City Council approval have been approved by the Association's governing board and their respective memberships. City staff was able to reach agreement with the Labor Groups for two-year terms. Agreements set for two-year terms are advantageous, as they promote stability within the organization and enable the City to more accurately forecast salary expenditures over the next two years. The effective dates are as of July 1, 2023, through June 30, 2025.

Summary of major changes to terms and conditions are as follows:

MPSMA

1. Health Benefits – 75% of the lowest cost premium offered by the City.
2. Holiday – additional holiday added June 19th, in observation of Juneteenth.
3. Language clean-up and clarification.
4. Salary – the MPSMA agreement indicates 5% above Fire Captain and Police Sergeant and are updated regularly, when those salary changes are approved by Council.

MPFFA

1. Health Benefits – 75% of lowest cost premium offered by the City.
2. Language clean-up and clarification
3. Salary – 4% increase effective the first full pay period after July 1, 2023
4% increase effective the first full pay period after July 1, 2024.

Fiscal impact

The fiscal impact of the proposed increases to the Labor Groups presented to Council are approximately \$232,000 for FY23 and approximately \$248,000 for FY24. The below breakdown per group is included as reference.

MPSMA: FY23 is approximately \$92,000 and FY24 is approximately \$98,000. Over the two-year MOU labor agreement, the estimated costs to the City is \$190,000.

MPFFA: FY23 is approximately \$140,000 and FY24 is approximately \$150,000. Over the two-year MOU labor agreement, the estimated costs to the City is \$290,000

Respectfully submitted,

Belida Varela, Director
Human Resources and Risk Management
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE BELOW EMPLOYEE AND LABOR GROUPS:

Marina Public Safety Management Association (MPSMA),

Marina Professional Firefighter Association (MPFFA),

WHEREAS, the existing Memorandum of Understanding between the City of Marina and the Marina Public Safety Management Association (MPSMA) and the Marina Professional Firefighter Association (MPFFA) labor groups expired on June 30, 2023; and

WHEREAS, the City of Marina and Marina Public Safety Management Association (MPSMA) and the Marina Professional Firefighter Association (MPFFA) labor groups have met and conferred in good faith and have reached tentative agreements to approve a new Memorandum of Understanding; and

WHEREAS, the terms of the new Memorandums of Understanding with the MPSMA and MPFFA will expire on June 30, 2025, and;

WHEREAS the cost of the proposed salary and benefit adjustments can be funded from on-going revenues from the General Fund.

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

1. Authorize the City Manager to execute new Memorandums of Understanding between the City of Marina and Marina Public Safety Management Association (MPSMA) and the Marina Professional Firefighter Association (MPFFA); and
2. Authorize adjustments to the City Salary Schedule; and
3. Authorize the Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 7th day of May 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

Exhibit B

Salary Schedules

MPFFA - Effective July 2023

Title	Step A	Step B	Step C	Step D	Step E	Y-Rate
Fire Fighter	\$30.3540	31.8717	\$33.4652	\$35.1385	\$36.8954	
Fire Engineer	\$33.1456	\$34.8029	\$36.5431	\$38.3702	\$40.2888	
Fire Captain	\$37.2127	\$39.0733	\$41.0269	\$43.0783	\$45.2322	\$47.4938

MPSMA – Effective July 2023

Title	Step A	Step B	Step C	Step D	Step E
Police Commander	\$ 74.5797	\$ 78.3087	\$ 82.2241	\$ 86.3353	\$ 90.6521
Fire Division Chief	\$ 63.9340	\$ 67.1307	\$ 70.4872	\$ 74.0116	\$ 77.7122

1777098.1

EXHIBIT A
TO BE PROVIDED PRIOR TO THE MEETING

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MARINA AND THE PUBLIC SAFETY MANAGEMENT
EMPLOYEES ASSOCIATION OF MARINA
2023 - 2025

This Agreement is entered into by and between the City of Marina and the Public Safety Management Employees effective July 1, 2023 and shall extend the current MOU through June 30, 2025. The Parties agree to the following Terms and Conditions

1. **Term**

A. Expires June 30, 2025

2. **Salary**

- A. A step Police Commander Salary Range will be at least 5% above E step Police Sergeant Salary Range
- B. A step Fire Division Chief Salary Range will be at least 5% above the E step Fire Captain Salary Range.
- C. These ranges will adjust in the future as the Police Sergeant and Fire Captain ranges change. Salary adjustment will go into effect when Police Sergeant and Fire Captain salary changes are effective.

3. **Medical, Dental & Vision, Flexible Benefit Plan**

A. Effective January 1, 2023 the City shall contribute towards the monthly insurance premium equal to 75% of the lowest cost medical plan offered by City.

B. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

C. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$20.00	\$20.00	\$20.00

D. Flexible Benefit Plan: The City shall implement a Section 125 Flexible Benefit Plan for the members of the Association, as follows:

- i. City shall provide an allowance of \$575 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance and Long-Term Disability Insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account.
- ii. The allowance must be applied toward payment of monthly premium for the PERS Health plan, previously described to all members for members and their families except a member may decline coverage for the member and/or a member's family if the member provides proof satisfactory to the City that the person for

whom coverage is declined is covered under a qualifying group health insurance policy from another source.

- iii. City shall offer Dental insurance, Vision insurance, Term Life insurance, Medical Expense Reimbursement and Dependent Care Reimbursement on a voluntary basis. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance.
 - iv. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.
 - v. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the plan.
 - vi. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan.
 - vii. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan.
 - viii. The dental benefit cap is \$2000 per year
4. **Life Insurance**. City will provide on behalf of each member \$100,000 life insurance coverage.
5. **Long Term Care Disability**: City will provide on behalf of each member Long Term Disability which will pay 60% of pre disability earnings up to a max of \$180,000.
6. **Retirement**: The City shall provide retirement benefits for each Public Safety Management employee under the Public Employees' Retirement System (PERS), as follows:
- A. **Retirement Plans**
 - 1. For sworn public safety management,
 - a. Tier 1 – CalPERS 3%@ 50 provided to all Public Safety Management member hired prior to December 31, 2012 and considered Classic members

- b. Tier 2 – CalPERS 2.7% @ 57 plan will be provided to all Public Safety Management member hired on or after January 1, 2013 who are new members as defined under the PEPRA

B. Contributions

1. Effective January 1, 2013 Tier 1 and Tier 2 Public Safety Management members will pay the full member contribution rate required by CalPERS
2. Effective January 1, 2013, Tier 2 Public Safety Management members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA
3. The City will include in reportable wages to PERS the City payment of the Public Safety Management member's PERS contribution. It is agreed any costs that are incurred by the City will be assumed by the Public Safety Management member.

7. Survivor Benefits

- A. The PERS contract will include 1959 Survivors Benefit Level four for the Association. The employee cost will be \$2.00 per month.

8. Holiday Schedule

- A. For each member of the group the following holiday schedule shall apply
 - Martin Luther King Jr. Birthday (3rd Monday of January)
 - Presidents Day (3rd Monday of February)
 - Memorial Day (Last Monday of May)
 - Juneteenth (June 19)
 - Independence Day (July 4)
 - Labor Day (First Monday of September)
 - Veterans Day (November 11)
 - Thanksgiving Day and the next day (4th Thursday and next Friday of November)
 - Winter Break (December 24 – January 1)
- B. When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday

9. Leaves: Leave for Public Safety Management members shall accrue and be administered, as follows:

- A. **Administrative Leave.** Members shall receive one hundred (100) hours' yearly Administrative Leave, earned in a lump sum on July 1st of each year.

Maximum Administrative Leave Accrual: A maximum of two hundred forty (240) hours of Administrative Leave may be accrued by a member. Unused Administrative Leave shall be paid at current salary upon termination of employment to a maximum of two hundred (240) hours.

- B. **Cash-out:** The City will pay each Member at their request a maximum amount of eighty (80) hours of administrative leave each fiscal year, at the Member's individual regular rate of pay upon 30 days' notice to payroll.
- C. **Vacation:** Vacation time shall be accrued as described in the City Personnel Rules.

Members in this unit may accrue vacation leave up to the following maximum leave balance based upon years of service as follows:

0 through 9 years - 200 hours
10 or more years - 300 hours

Any employee who reaches their maximum vacation accumulation shall stop accruing vacation until the balance falls below his/her maximum vacation accumulation. Unused Vacation accrual shall be paid at the current salary upon termination of employment or retirement.

Emergency Cash Draws on Vacation. Under extreme financial need, caused by either a death or medical emergencies in the family, at the request of the member, the City Manager with approval of the City Council may grant up to eighty (80) hours of cash draw on accrued vacation time if such a practice is not precluded by law or regulation.

- D. **Sick Leave:** All members of the Association shall accrue Sick Leave at the rate of 3.69 hours per pay period (12 days per year. A maximum of 1,440 hours may be accumulated at retirement, 35% of the hours accumulated, to a maximum of 504 hours, will be paid to the employee.

10. **Longevity Compensation**

- A. After nine (9) years of accumulated service with the City, an employee with overall "outstanding" evaluations for the previous two (2) years shall receive an additional five percent (5%) in compensation,

OR

After ten (10) years of accumulated service with the City, an employee shall receive an additional five percent (5%) in compensation.

11. **Fire Division Chief – Extraordinary Events**

- A. Fire Division Chiefs are exempt employees who are occasionally required to commit to catastrophic events that may span multiple operational periods. These types of events would include flood, earthquakes, declared disasters, fires, and prolonged emergency situations. These extraordinary events may be more than fifteen (15) hours in duration. Such service is considered "extraordinary" and is beyond the scope of their normal duties, as determined by the Fire Chief. The City intends to fairly compensate exempt classes of employees at an overtime pay rate for work during such

extraordinary events in order to protect life, property and the environment.

Pay for such extraordinary time worked shall be defined as time worked in excess of eight (8) hours, Monday through Friday, and any hours on Saturdays, Sundays and holidays. For incidents of fifteen (15) hours or less, there may be no extraordinary duty pay. If the duration of the response exceeds fifteen (15) hours, the hourly pay shall cover the entire time of the extraordinary commitment, beginning at the time of initial dispatch from home base to the time of return to home base. There shall be only one fifteen (15) hour period from the time of original dispatch, regardless of the number of assignments, until normal scheduled duties are resumed. Extraordinary pay for such time worked by exempt classes of employees shall be compensated at an overtime pay rate.

The overtime for such time worked by exempt classes of employees shall be compensated at one and one-half times the base hourly rate. The base hourly rate is computed by adding the monthly base salary, monthly educational, and in lieu pay to determine the total monthly pay. The monthly pay is then multiplied by 12 to determine the yearly pay, then the yearly pay is divided by 2080 to determine the base hourly rate.

B. Portal to Portal

The City will compensate City employee's portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

C. Shift Coverage

Division Chief weekend shift coverage pay, for up to 8 hours per day, shall be provided to those division chiefs who assume an additional Division Chief weekend shift assignment, when the regularly scheduled Division Chief is assigned to an extraordinary event.

The compensation rate for a Division Chief weekend shift Coverage will be equal to one and one half (1.5) times the average base rate of pay. The Fire Chief will submit all salary information to Cal OES.

12. Police Commander - Extraordinary Events

- A. Police Commanders are exempt employees who are occasionally required to work significant excess hours during extraordinary emergency events in order to protect life, property and/or the environment. Examples of such events include flood, earthquakes, declared disasters, large-scale emergency incidents and other prolonged emergency situations. Because such work may greatly

exceed the scope of the employee's normal duties, the Police Chief has the discretion to award Police Commander Emergency Response Coverage Compensation, for such extraordinary time worked. .

- B. Employees will be entitled to Emergency Response Coverage Compensation if the extraordinary work time exceeds two (2) hours over the regularly scheduled eight (8) hour day Monday through Friday, and time worked in excess of two (2) hours on Saturdays, Sundays and holidays. If the duration of the response exceeds two (2) hours, the hourly pay shall cover the entire time of the extraordinary commitment, beginning at the time of initial dispatch from home base to the time of return to home base. For incidents of two (2) hours or less, there may be no extraordinary duty pay. Extraordinary pay for such time worked by exempt classes of employees shall be compensated at the hourly rate defined below.
- C. The hourly rate for such pay is computed by adding the monthly base salary, monthly educational, and in lieu pay to determine the total monthly pay. The monthly pay is then multiplied by 12 to determine the yearly pay, then the yearly pay is divided by 2080 to determine the base hourly rate.
13. **Severance Pay:** Provide one (1) month's severance pay for the layoff or reductions in force causing the termination of any member of this group.
14. **Physical:** The City shall pay up to Three Hundred Dollars (\$300.00) for the cost of a physical examination for each Association Member annually. Employees shall provide the medical billing record to the City prior to receipt of reimbursement payment.
15. **Educational Incentive.** Members of this association shall be awarded an educational incentive. The Administrative Justice Certificate will be deleted from this list and replaced with a Post Management Certificate. For the fire side we will add Executive Chief Officers Certificate. Members of this unit shall be allowed to mix and match education incentives and will be eligible for up to 7.5% for any combination of education pay and/or certificate pay incentives:

Commanders:

Intermediate Post Certificate.....	2.5%
Advanced POST Certificate.....	2.5%
Post Management Certificate.....	2.5%

Division Fire Chief:

Fire Certificate.....	2.5%
Chief Officers Certificate.....	2.5%
Executive Fire Officer.....	2.5%

Education for both Police & Fire

Associate Degree.....	2.5%
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Bachelor Degree.....	2.5%
Advanced Degree.....	2.5%

In no event will an employee receive more than 7.5% incentive pay, with the exception of the grandfathered in employee(s) who in no event will receive more than 10% incentive pay.*

16. **Uniform Allowance:** A uniform allowance of Six Hundred Fifty (\$600.00) Dollars annually, shall be given to members of the Association, to be paid on a bi-weekly basis. Public Safety members will be provided with uniforms and equipment.
17. **Bilingual Pay:** **Seventy Five** dollars (\$75) per pay period salary increase shall be granted to up to one (1) employee from the Fire Department and up to one (1) employee from the Police Department who are fluent in both English and Spanish and acts as the City's interpreter. Eligibility for English-Spanish interpreter pay shall be determined by successfully passing the English-Spanish interpreter's oral test administered by the County of Monterey or another approved agency.
18. **Catastrophic Leave:** Catastrophic Leave provides that employees who have suffered major non-job related physical or mental disability to themselves or a direct family member, as defined herein, and has exhausted or is about to exhaust all accrued leaves, shall be entitled to receive accrued vacation, administrative, sick and/or compensatory leave time earned by another employee to augment a portion or portions of the employee's sick leave, on behalf of the employee, employee's spouse, child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild. Both the donor and the recipient must be non-probationary, regular, full-time employees. Catastrophic Leave requests shall conform to the following criteria:
 - a. Requests for donation of accrued vacation, administrative, sick and/or compensatory leave time shall be processed in accordance with procedures specified by the City Manager.
 - b. All donations shall be voluntary. Donated leave time shall not exceed more than twenty five percent (25%) of the donor's individually accrued vacation, sick, and/or compensatory leave time totals at the time of the request.
 - c. The minimum donation shall be eight (8) hours and, thereafter, in whole hour increments
 - d. Once granted, all time transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned by the done as sick leave.
 - e. Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve (12) month period.

19. Bereavement Leave:

Regular and probationary employees are entitled to bereavement leave due to the death of a family member as follows:

- A. For purposes of this Section, "family member" means an employee's spouse (including domestic partner), child of either spouse), parent (of either spouse and including stepparent), sibling (including sibling-in-law), grandparent (of either spouse), and grandchild (of either spouse).
- B. For the death of a family member within the state, bereavement leave shall be limited to three (3) paid working days (or shifts) and two (2) unpaid working days (or shifts), except that an employee may use vacation, sick, or compensatory time off that is otherwise available to the employee to substitute for unpaid time. For the death of a family member out of state, bereavement leave shall be limited to five (5) paid working days (or shifts).
- C. Days of bereavement leave need not be consecutive but shall be completed within three months of the date of death of the family member.
- D. If requested by the City, the employee, within thirty (30) days of the first day of leave, shall provide documentation of the death of the family member. As used in this section, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, stitution, or governmental agency.

20. No Strike or Lockout: The Association and its members, individually and collectively, agree that during the term of this Memorandum of Understanding there shall be no strike or lockout.

- a. In the event of an unauthorized strike, slow-up or stoppage, the City agrees that there will be no liability on the part of the Association, provided the Association promptly and publicly disavows such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Association notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.
- b. In the event that such action by the Association has not affected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Association who participates in such strike, slow-up or stoppage; and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

21. Severance: Should any sentence, paragraph, section or portion of this agreement be determined to be invalid or unenforceable by any subsequent law, regulation or order of a court of competent jurisdiction, then the remainder of this agreement will remain valid and in full force and effect between the parties hereto.

Duration of this agreement: This agreement shall take effect on July 1, 2023 and shall continue in force to and including June 30, 2025. If either party wishes to amend this Memorandum of Understanding, it shall provide written notice to the other no sooner than 120 days prior to the termination of the agreement. If neither party notifies the other in writing, the MOU shall remain in effect.

CITY OF MARINA

MARINA PUBLIC SAFETY
MANAGEMENT ASSOCIATION

By:_____

By:_____

Date:_____

Date:_____

Salary Effective 7/5/2023:

Title	Step A	Step B	Step C	Step D	Step E
Police Commander	\$ 74.5797	\$ 78.3087	\$ 82.2241	\$ 86.3353	\$ 90.6521
Fire Division Chief	\$ 63.9340	\$ 67.1307	\$ 70.4872	\$ 74.0116	\$ 77.7122

1777350.1

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND
THE MARINA PROFESSIONAL FIREFIGHTERS ASSOCIATION
July 1, 2023 - June 30, 2025**

ARTICLE I: PREAMBLE

WHEREAS, Layne Long, the City Manager of the City of Marina, hereinafter referred to as "City," is the designated Employee Relations Officer of the City of Marina; and

WHEREAS, pursuant to the provisions of the "Meyers-Millais-Brown Act" Section 3500, et seq. of the Government Code of the State of California, the City, through its Employee Relations Officer and other designated representatives, and the designated representatives of the Marina Professional Firefighters Association, hereinafter referred to as "Association," have been engaged in a series of meet-and-confer sessions relating to salaries and related matters for the contract term of July 1, 2023 - June 30, 2025.

WHEREAS, the City recognizes the Association as the exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for the City of Marina Firefighter classifications; and

WHEREAS, this Memorandum of Understanding ("MOU") shall be the controlling document for employee wages, salaries, benefits, working conditions and other matters covered by this MOU for this bargaining Association. In case of any conflict between this Memorandum of Understanding and the City Personnel Manual and any department personnel rule's and/or regulations, this Memorandum of Understanding shall control; and

WHEREAS, the regular full-time public safety classifications represented by this Association include Firefighter, Fire Engineer, Fire Captain and other regular full-time fire safety classifications assigned and/or reclassified by the City to this Association.

ARTICLE II: MANAGEMENT RIGHTS

Nothing herein contained shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others, departments, commissions and boards, set standards of service, direct its employees, take disciplinary action, relieve its employees from duty because of lack of work, lack of funds or for other legitimate reasons; maintain the efficiency of governmental operations, determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE III: NON-DISCRIMINATION

Section 1.

The City or the Association shall not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of

membership in, or legitimate activity as required in this Agreement on behalf of the members of this Association, nor will the City encourage membership in another association.

Section 2.

The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the Association without discrimination, interference, restraint, or coercion.

Section 3.

The provisions of this Agreement shall be applied equally to all employees in the Association without discrimination as to age, sex/gender, gender orientation, gender identification, marital status, race, color, creed, medical status, disability, national origin, religion, or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE IV: ADMINISTRATIVE PROCEDURE

Section 1. Payroll Deductions on Behalf of Association

The Association may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by the Association upon written authorization of the employees represented by the Association represented on forms provided therefore by the City Finance Department and Human Resource Department. The providing of such service to the Association by the City shall be in accordance with applicable administrative procedures.

Section 2. Use of Copy Machine

The Association shall have access to the City's copy machine for reproducing Association material. Copies may be obtained through the City's designated representative, who will make the copies and retain a record for billing purposes. The City shall charge (\$0.20) twenty cents per copy, to be billed to the Association.

ARTICLE V: COMPENSATION AND BENEFITS

Section 1. Wages

All unit classifications shall be paid the rates reflected on the July 1, 2023, Salary Table contained in Exhibit "A". The published rates on the July 1, 2023, Table include the increase listed in Section A below.

- A. Effective the first full pay period after July 1, 2023, all unit classifications will receive a salary increase of 4%.

Effective the first full pay period after July 1, 2024, all unit classifications will receive a salary increase of 4%.

Section 2. Medical, Dental, Vision, Life, Flexible Benefit Plan & Retirement

City shall provide an allowance of \$541 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance, Term Life Insurance, Medical Expense Reimbursement Account and Dependent Care Reimbursement account. At the members

election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.

MEDICAL:

- A. The city will continue to pay 75% of the low-cost plan offered; or a fixed premium contribution towards PERS Platinum of \$571 for a single employee, \$1142 for an employee + 1 and \$1484 for an employee +2 or more.
- B. Employees opting out of the City's health plan shall receive \$541 a month in cash. Any excess cash beyond premium payments will continue to be cash back to the employee.

DENTAL:

- A. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

VISION:

- A. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$22.81	\$22.81	\$22.81

LIFE INSURANCE:

- A. City will provide on behalf of each member, \$30,000.00 life insurance coverage at a cost not to exceed \$15.00 per month.

FLEXIBLE SPENDING ACCOUNT:

- A. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$2,160 annually (\$180 per month). A member may also pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$5,000 annually (\$416.66 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the plan.
- B. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan
- C. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan

RETIREMENT:

A. The City shall provide retirement benefits for each unit classification under the Public Employees' Retirement System (PERS), as follows:

1. Retirement Plans

- Tier 1 – CalPERS 3% @ 50 provided to all sworn safety member employees hired prior to December 31, 2012 or considered Classic members.
- Tier 2 – CalPERS 2.7% @ 57 plan to all sworn safety member hired on or after January 1, 2013 who are new members as defined under the PEPRA.

1. Contributions

- Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS
- Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA

SURVIVOR BENEFITS

A. The City will provide for the 1959 Survivors Benefit Level four for the Association in the PERS Contract. The employee cost for this benefit will be \$2.00 per month.

Section 3. Work-Week:

For the covered Firefighter classifications, the City shall recognize a 24-hour work day, 56-hour work week, and 2,912 work hours per year. All accruals shall be based on this work schedule, except when otherwise specified.

A. Schedule: The City and MPFFA agree to the 48/96 schedule for all members of MPFFA, assigned to the Fire Operations Division of the Fire Department. The 48/96 work schedule is a twenty-four (24) day FLSA work period.

Section 4. Overtime/Compensatory Time:

The City shall count paid leave time as "hours worked" for the purpose of determining overtime. The City shall administer Overtime/Compensatory Time in accordance with Section 29, United States Code §207 (k) of the Fair Labor Standards Act ("FLSA").

- A. Compensatory time, vacation and sick leave shall be counted for the purpose of computing overtime. Compensatory Time Off may be taken in conjunction with Vacation Leave, at the discretion of the Fire Chief. At the time an employee submits a time sheet, the employee shall elect whether to receive pay or Compensatory Time for any overtime.
- B. Compensatory Time may be accrued to a maximum of 192-hours, which equates to eight (8) twenty-four hour shifts under the Kelly schedule, and equates to four (4) forty-eight hour shifts under the 48/96-hour work week schedule. Any amount in excess of the 192-hours cap, shall be paid to the member each pay period.

Section 5. Working Out of Class

The City will provide a 5% enhancement to base pay for the shifts that individuals are asked to act in a higher class for more than 4 hours without respect to the normal working out of class wait period requirement. Preference will be given to employees who are already at work.

- A. If an employee in this unit works 168 hours consecutively in an out-of-class status, the employee will be placed in the acting out-of-class position's salary range at least 5% but not more than 7.5% above their current rate of pay; however, the individual must be placed at least at step A of the out-of-class salary range.

Section 6. On-call Duty Chief

In the absence of a Chief or Division Chief, a captain may be appointed as acting Duty Chief and will be paid a 5 percent wage enhancement for at least 8 hours. The on-call duty chief will be at the station during the shift change, when feasible, and may have work assignments that cause him or her to be at the station for up to 8 hours. Any assignment beyond the 8 hours will be paid as on-call pay with the 5 percent enhancement to base pay.

Section 7. Portal to Portal

The City will compensate City employee's portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

Section 8. Educational or Certificate Incentive Pay

Regular full-time Fire employees shall be awarded incentive pay based on individual academic or certified training achievement levels. Employees shall elect incentive pay for either an Educational degree, or in lieu of an educational degree an employee may elect incentive pay for training for a professional Fire Certificate.

- A. At no time shall an employee be granted incentive pay for both an educational degree and a fire training certificate should both be attained by an employee.
- B. If an academic incentive pay is elected the employee shall be awarded an Educational Incentive only. No incentive pay for a Fire Certification will be granted when Educational Incentive pay has been requested and granted. Educational Incentive pay shall be paid at 2.5% of base pay for each degree as listed below:

Education

Associate Degree in Fire Science (only one Associate Degree applies)	2.5%
Bachelor's Degree in Fire-related field (only one Bachelor's Degree applies)	2.5%
Master's Degree in Fire-related field (only one Master's Degree applies)	2.5%

- C. If a Fire Certificate incentive is elected by an employee in lieu of an educational incentive the employee may not request incentive pay at any time should an educational degree be

attained. The Certification Incentive pay shall be based on 2.5% of base pay for each of the following Fire certificates

Certificates

Fire Certificate I	2.5%
State Firefighter II Certificate	2.5%
State Fire Officer Certificate	2.5%
State Chief Officer Certificate	2.5%

Section 9. Tuition Reimbursement

Firefighter personnel may be reimbursed for Fire-related course work completed through the Junior College level in an established and approved degree program.

Section 10. Uniform Allowance

A uniform allowance of \$600 per year shall be provided. The allowance shall be paid to Fire Classification employees on a bi-weekly basis. Fire Classification employees shall be provided with uniforms and equipment.

Section 11. Vacation Leave Accrual

A. Employees entitled to vacation leave with pay, shall accrue such leave based on years of continuous service at the following rates:

1 - 5years	132 hours (5.08 hours per pay period)
6 - 10 years	204 hours (7.85 hours per pay period)
11 - 15 years	276 hours (10.62 hours per pay period)
16 plus years	324 hours (12.47 hours per pay period)

B. Vacation Accrual Cap: Maximum vacation accrual cap is 480 hours. Management will work to create a system such that employees may be able to take their accrued vacation. Any vacation leave earned beyond that amount shall be converted to salary and paid to the member as it accrued.

- Maximum payout of vacation accrual for compensation at time of separation of employment shall be 200 hours.

Section 12. Sick Leave Accrual:

Employees shall accrue Sick Leave at the rate of 162 hours per year (6.23 hours per pay period).

A. Sick Leave Cap:

- Sick Leave may not be accrued in excess of 2,016 hours.

B. Sick Leave Conversion or Payment at Retirement:

- A maximum of 2,016 hours of accumulated sick leave may be converted for service retirement or disability retirement purposes. ("Retirement" being defined as a

service or disability retirement as set forth in applicable PERS regulations, Government Code 20000 et seq.). A maximum of 50% of accumulated sick leave (1,008 hours) may be cashed out at the time of retirement.

C. Sick Leave Payment at termination:

- A maximum of 665 hours or 33% of accumulated sick leave may be paid out upon an employee resignation or a non-disciplinary termination.

Section 13. Holiday Leave

- A. Firefighter classifications shall receive 11.2 hours of holiday pay to be paid in the pay period in which the holiday falls. Pursuant to the parties FLSA side letter agreement, holiday will be rolled into base pay effective January 1, 2020.

Section 14. Longevity Compensation

- A. Upon nine (9) years of employment, an employee who achieves an overall rating of "highly competent" on their most recent performance evaluation shall receive advancement in longevity compensation.

OR

After ten (10) years of accumulated service with the City, an employee shall receive an additional five percent (5%) in salary.

- B. Upon completion of fifteen (15) years of consecutive service, each eligible employee shall receive a one-time payment of \$250.00.

Section 15. Bi-Lingual Pay

- A. A fifty-dollar (\$50) salary stipend per pay period shall be paid to employees, designated by the City, who are fluent in both English and Spanish, and who provide bilingual interpreter services.
- B. Eligibility for English-Spanish interpreter's pay under this section shall be determined by successfully passing the English-Spanish interpreter's oral test administered by a designated qualified test administrator or other agency as approved by the City's Human Resources Department. The Fire Chief may also assign one bi-lingual interpreter for each shift.

Section 16. Workforce Reduction

- A. The City's Personnel Manual, Section 11 – Reduction in Staffing shall apply to all workforce reduction

Section 17. Call-Back

- A. Any member called back after normal working hours to perform service for the City shall be paid for a minimum of three (3) hours at the overtime rate, one and one-half hour's pay for each hour.

Section 18. Severance:

- A. Should any sentence, paragraph, section, or portion of this MOU be determined to be invalid or unenforceable by any subsequent law, regulation or order of a court of competent jurisdiction, then the remainder of this agreement will remain valid and in full force and effect between the parties hereto.

Section 19. Bereavement Leave:

- A. Bereavement Leave shall be available for an employee having a regular or probationary appointment for a necessary leave from duty because of the death or critical illness, where death appears imminent, of a member of the immediate family. For purposes of this Section, the immediate family of an employee shall include his or her spouse and the following relatives: children of either spouse, either's parents including stepmother and stepfather, brothers or sisters including brother-in-law and sister-in-law, and either's grandparents or grandchildren.
- B. Said Leave shall be limited to three (3) working days (or shifts) within the state and two additional working days (or shifts) out of state per calendar year. Bereavement Leave shall be at full pay and shall not be charged against the employee's accrued Vacation or Sick Leave.
- C. Additional Leave may be chargeable to Sick Leave pursuant to the provisions of the City of Marina Personnel Manual Section 1003.

Section 20. Catastrophic Leave:

- A. Catastrophic leave provides that employees who have suffered major non-job related physical or mental disability to themselves or a direct family member, as defined herein, and has exhausted or is about to exhaust all accrued leaves, shall be entitled to receive accrued vacation, administrative, sick and/or compensatory leave time earned by another employee to augment a portion or portions of the employee's sick leave, on behalf of the employee, employee's spouse, child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild. Both the donor and the recipient must be non-probationary, regular, full-time employees.
- B. Catastrophic Leave requests shall conform to the following criteria as well as Internal Revenue Service requirements:
- Requests for donation of accrued vacation, administrative, sick and/or compensatory leave time shall be processed in accordance with procedures specified by the City Manager.
 - All donations shall be voluntary. Donated leave time shall not exceed more than twenty five percent (25%) of the donor's individually accrued vacation, sick, and/or compensatory leave time totals at the time of the request.
 - The minimum donation shall be eight (8) hours and thereafter, in whole hour increments.
 - Once granted, all time transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned by the recipient as sick leave.

- Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve-month period.

Section 21: Mutual-Aid Assignment Recovery Period

- A. Firefighters returning from mutual-aid assignments in excess of 14 days or longer, will be granted up to 12 hours of paid time off through the completion of their shift, upon returning on a regularly scheduled workday. If a firefighter returns on a regularly scheduled day off, the recovery period paid time off will not be applied.

ARTICLE VI: VOLUNTEERS

Volunteers/Reserve Firefighters shall be used in support of paid professional employees but shall not take the place of a regular employee on a regularly scheduled shift.

ARTICLE VII: NO STRIKE OR LOCKOUT

Section 1.

The Association and its members, individually and collectively, agree that during the term of this Memorandum of Understanding there shall be no strike or lockout.

Section 2.

In the event of an unauthorized strike, slow-up or stoppage, the City agrees that there will be no liability on the part of the Association, provided the Association promptly and publicly disavows such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Association notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

Section 3.

In the event that such action by the Association has not affected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Association who participates in such strike, slow-up or stoppage; and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE VIII: SUPPLEMENTARY TERMS AND CONDITIONS

Terms and conditions contained in this Memorandum of Understanding shall not be subject to renegotiation or meet and confer for the duration of this MOU unless mutually agreed to by the City and the Association.

ARTICLE IX: DURATION OF AGREEMENT

This agreement shall take effect on July 1, 2023, and shall continue in force to and including June 30, 2025. If either party wishes to amend this Memorandum of Understanding, it shall

provide written notice to the other no sooner than 120 days prior to the termination of the agreement. If neither party notifies the other in writing, the MOU shall remain in effect.

CITY OF MARINA

MARINA PROFESSIONAL FIRE
FIGHTERS ASSOCIATION

By:_____

By:_____

Date:_____

Date:_____

EXHIBIT A**Salary Table Effective July 3, 2023**

Title	A	B	C	D	E	Y
Fire Fighter	\$30.3540	31.8717	\$33.4652	\$35.1385	\$36.8954	
Fire Engineer	\$33.1456	\$34.8029	\$36.5431	\$38.3702	\$40.2888	
Fire Captain	\$37.2127	\$39.0733	\$41.0269	\$43.0783	\$45.2322	\$47.4938

May 3, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 7, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
MARINA AND TEAM CIVX FOR CONSULTING SERVICES TO ASSIST
WITH PUBLIC ENGAGEMENT, COMMUNITY OUTREACH AND
MESSAGING MATERIALS FOR A POTENTIAL BOND MEASURE FOR
THE CONSTRUCTION OF POLICE/FIRE/COMMUNITY CENTER CITY
FACILITIES**

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. 2024-, authorize the City Manager to execute an amendment increasing the amount of the agreement between the City of Marina and Team CivX by \$86,000 for consulting services to assist with public engagement, community outreach and messaging materials for a potential bond measure for the construction of police/fire/community center city facilities; subject to final review and approval by the City Attorney.
2. Authorize the Finance Director to make appropriate budget adjustments.

BACKGROUND:

At the regular meeting of January 22, 2023, the City Council adopted Resolution No. 2023-21 approving an Agreement for Consulting Services with Team CivX, totaling \$75,000.00 to assist the City's public engagement, community outreach, and messaging materials for a potential bond measure for the construction of police, fire, and community center facilities.

ANALYSIS:

Team CivX has been working with the City since May 2023 on public engagement, community outreach and messaging materials. They have exhausted their original contract amount and are proposing an amendment of an additional \$86,000 which will provide the public information, feasibility assessment and ballot measure development services needed to complete the public information and outreach needed to assist the city in evaluating the electoral feasibility of a revenue measure for the November 2024 election.

The scope of additional services include: \$30,000 to contract with FM3 Research to conduct a statistically valid survey; costs for additional brochures and two mailers; and continuation of their base consulting fee of \$6,500 per month through mid-August 2024. **(EXHIBIT A)**

FISCAL IMPACT:

It is proposed that the additional \$86,000 will come from unallocated fund balance. This will bring the total contract amount with Team CivX to \$161,000.

CONCLUSION:

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

Respectfully submitted,

Cyrah Caburian
Executive Assistant
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-XX

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MARINA AND TEAM CIVX FOR CONSULTING SERVICES TO ASSIST WITH PUBLIC ENGAGEMENT, COMMUNITY OUTREACH AND MESSAGING MATERIALS FOR A POTENTIAL BOND MEASURE FOR THE CONSTRUCTION OF POLICE/FIRE/COMMUNITY CENTER CITY FACILITIES

WHEREAS, At the regular meeting of January 22, 2023, the City Council adopted Resolution No. 2023-21, approving an Agreement for Consulting Services with Team CivX, totaling \$75,000.00 to assist in the City's public engagement, community outreach, and messaging materials for a potential bond measure for the construction of identified community center and public safety sites; and

WHEREAS, the original contract amount has been exhausted and an additional \$86,000 is needed to provide the public information, feasibility assessment and ballot measure development services needed to assist the city in evaluating the electoral feasibility of a revenue measure for the November 2024 election; and

WHEREAS, this will include subcontracting with FM3 to conduct a community survey and two additional mailers as well as base contract services.

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

1. Authorize the City Manager to execute an amendment to the agreement between the City of Marina and Team CivX for consulting services to assist with public engagement, community outreach and messaging materials for a potential bond measure for the construction of police/fire/community center city facilities; subject to review and approval by the City Attorney.
2. Authorize the Finance Director to make appropriate budget adjustments.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of May, 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 TO AGREEMENT WITH
CITY OF MARINA
AND TEAM CIVX**

THIS AMENDMENT ("First Amendment") to the Agreement for professional services pertaining to City to assist in evaluating the electoral feasibility of a Revenue measure, develop a measure for the ballot, and implement a public outreach and communications program is made this _____ day of _____ 2024, by and between the City of Marina, a California charter city ("CITY") and Team CivX ("CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein collectively as the "Parties."

Recitals

- A. On May 10, 2023, CITY and CONTRACTOR entered into the Agreement to provide assist in evaluating the electoral feasibility of a Revenue measure, develop a measure for the ballot, and implement a public outreach and communications program (the "Agreement"). Compensation to the CONTRACTOR under the Agreement was provided on a time and materials basis not to exceed \$75,000.
- B. At the time of the agreement, the goal of CITY and CONTRACTOR was to develop a measure for the March 2024 Presidential Primary Election and was budgeted accordingly. Due to various logistics and anticipated reduced voter turnout, CITY and CONTRACTOR focused efforts instead to plan for a measure to be brought forth for the November 2024 Presidential Election; the deadline for the CITY to file a local measure being Friday, August 9th, 2024.
- C. With the extension, CONTRACTOR provided estimates for additional outreach by way of two (2) additional resident mailers, monthly consulting fees for service in April through July, and survey research polling conducted by FM3 Research, with total estimated additional costs amounting to \$86,000.
- D. Parties now desire to amend the Agreement through a First Amendment to: (1) amend Exhibit A ("Scope of Work"); (2) amend section (b) of Article 2 "Term of Agreement & Commencement of Work" ; and (3) replace Section (a) of the Article 3 "Compensation" of the Agreement to increase the compensation cap not to exceed \$161,000.
- C. The Agreement provides that it may only be amended or modified by written agreement of the Parties. Both Parties now desire to amend the Agreement to increase the scope of work and estimated additional costs as outlined in "Exhibit A" of this amendment.
- E. Only the numbered Articles of the Agreement which are being amended are set forth in this First Amendment.

Terms & Conditions Amended

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

1. Exhibit A ("Scope of Work") as amended herein, replaces the original Exhibit A of the Agreement, and is made a part thereof.
2. Article 2 "Term of Agreement & Commencement of Work" Section (b) is deleted and replaced to read in its entirety:

(b) Contractor shall commence work on the Project on or by May 15, 2023, and shall expire on August 9, 2024. 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.

2. Article 3 "Compensation" Section (a) is amended to read in its entirety:

(a) "City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement, City shall compensate Contractor on a time and materials basis in an amount not to exceed **One hundred sixty-one dollars (\$161,000)** in accordance with the provisions of this Section and the attached hereto as "Exhibit B" and incorporated herein by this reference."

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

This Amendment may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Counterpart may be delivered by facsimile, electronic mail (including pdf. or any electronic signature complying with the U.S.ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code 1633.1 et seq.) or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been validly delivered and be valid and effective for all purposes. This Amendment consists of three (3) pages.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to the Agreement for CONTRACTOR to provide assistance in evaluating the electoral feasibility of a Revenue measure, develop a measure for the ballot, and implement a public outreach and communications program for the CITY.

CITY OF MARINA

TEAM CIVX

By: _____
Layne Long
City
Manager

By: _____
Name:
Its:

Date: _____ 2024

Date:

_____ 2024 (Attestation &
Approval follow)

Council Authorization (date): _____
Resolution No. 2024-

ATTEST:

By: _____ Deputy City Clerk

APPROVED AS TO FORM:

By: _____ City Attorney

EXHIBIT A
SCOPE OF SERVICES

- I. Feasibility Assessment. Consultant shall perform the following Services as needed and requested by Client to assess the electoral feasibility of a ballot measure for Client:
 - A. Develop potential strategies to meet Client's funding needs to be tested in polling;
 - B. Collaborate with FM3 Research to design, conduct and analyze an opinion survey of voters to assess feasibility of Client's ballot measure;
 - C. Research other local tax proposals that may be heading to an upcoming ballot that could compete with Client's ballot measure; and
 - D. Make specific recommendations regarding the optimal election date, bond amount, tax rate, tax structure, and other important ballot measure features.
- II. Ballot Measure Development. Consultant shall perform the following Services as needed and requested by Client to assist Client in preparing Client's measure for the ballot:
 - A. Recommend a final bond amount, tax rate and duration;
 - B. Recommend the final list of projects to be funded by Client's ballot measure;
 - C. Work with the City Attorney to develop the 75-word ballot question;
 - D. Work with the City Attorney to develop and refine the full text of Client's ballot measure, and other materials that will appear in the ballot pamphlet mailed to all voters; and
 - E. Present recommendations, documents and resolutions to the City Council for approval.
- III. Public Information. Consultant shall perform the following Services as needed and requested by Client regarding Client's funding needs and potential ballot measure:
 - A. Develop informational messaging and fact sheets to be distributed at community events;
 - B. Provide informational talking points, frequently asked questions and a message training for Client;
 - C. Provide content related to Client's funding needs and ballot measure to be added to Client's website, used in social media, included in email updates and added to newsletters;
 - D. Prepare PowerPoint presentation for public and community meetings;
 - E. Write, design, and produce mailings and advertising to inform local residents (priced separately, not included in fees, see Exhibit B);
 - F. Develop strategies and plans around information that may be provided to community groups including elected leaders, business leaders, ethnic community leaders, faith community leaders, taxpayer groups and others.

FEES

- I. Base Consulting Fee. As compensation for the Services, Consultant shall be paid a “Base Consulting Fee” of \$6,500 per month. The Base Consulting Fee shall be payable within thirty (30) days of receipt of invoice. The Base Consulting Fee shall be calculated on a pro-rata basis for the initial and/or final month of Services if less than a full calendar month.
- II. Media and advertising goods and services shall be purchased or rented from Consultant by Client according to the agreed upon schedule of prices, which summarized below. The schedule of prices lists the entire cost of purchasing or renting media goods and services from Consultant. Consultant shall in turn subcontract the work to third party vendors. Payment for such items shall be made in advance by Client to Consultant, or to the third party vendor at the discretion of Consultant. Consultant shall submit to Client a monthly report of such expenses and within thirty (30) days thereafter Client shall reimburse Consultant in full for such expenses.

Cost of Public Opinion Polling (Provided by FM3 Research)

20 Minute Hybrid Survey of 300 City of Marina Likely November 2024 Voters Conducted by Telephone Calls, Email Invitations and Text Invitations: \$30,000

Cost of Informational Brochure Mailing

Estimated Number of Registered Voter Households: 6,750

Estimated Total Cost: \$8,000 per mailing

Price is per unique mailing to the universe of households estimated above. Price includes design, prepress, printing, address data, addressing, sorting, post office delivery, bulk postage and sales tax. Additional pricing available upon request.

- III. Reimbursable Expenses. Client shall reimburse Consultant for expenses incurred by Consultant in connection with the performance of the Services including, but not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, and other out-of-pocket expenses. Consultant shall submit to Client a monthly report of such reimbursable expenses and within thirty (30) days thereafter Client shall reimburse Consultant in full for such expenses. Consultant shall not incur any expenditure on Client’s behalf in excess of \$1,000 without verbal or written approval from Client. Client may designate in writing an individual(s) with authority to approve expenditures on Client’s behalf.
- IV. Interest For Late Payments. In addition to all other rights and remedies under this Agreement or applicable law, any amount not paid when due will accrue interest at the lesser of 1% per month or the maximum legal rate until paid in full.

May 3, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 7, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION 2024-,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
MARINA AND ROESLING NAKAMURA TERADA ARCHITECTS, INC.
FOR IDENTIFYING COMMUNITY CENTER SITES, DEVELOPMENT
OF CONCEPTUAL PLANS AND ESTIMATED COSTS FOR
COMMUNITY FACILITIES**

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. 2024-, authorize the City Manager to execute an amendment increasing the amount of the agreement between the City of Marina and Roesling Nakamura Terada Architects, Inc. by \$17,000 for identifying community center sites, development of conceptual plans and estimated costs for community facilities; subject to final review and approval by the City Attorney; and
2. Authorize the Finance Director to make appropriate budget adjustments.

BACKGROUND:

At the regular meeting of February 2, 2024, the City Council adopted Resolution No. 2024-11 approving an Agreement for Consulting Services with Roesling Nakamura Terada (RNT) Architects, Inc., totaling \$70,000.00 to work with city staff in identifying community center sites, development of conceptual plans and estimated costs for community facilities. The work done by the consultants would aid in informing the public on the feasibility for a potential ballot measure, by identifying a site(s) for community facilities and developing conceptual plans and estimated costs for such facilities.

ANALYSIS:

As part of their efforts, project consultants from RNT Architects held meetings with City departments to gather input on current and future organizational needs. The consultants also conducted several site visits during the months of February and March, to identify potential sites in which community and public needs could be addressed in a cost-effective way to the City. The identification of sites and development of conceptual plans is still on-going.

At the April 2, 2024 City Council meeting during the presentation with TeamCivX consultants regarding the potential ballot measure, the City Council discussed the need to have an assessment of the existing condition of city facilities and having a better estimate of the cost to rehabilitate or renovate existing facilities. Staff discussed with council that RNT would be able to do this assessment and that we would bring an amendment for this work back to the Council at the next Council meeting..

RNT Architects conducted on-site inspections and an assessment of the council chambers, city hall, community development annex, and the public safety building and provided a facility condition index of these buildings evaluating repair vs. replacement. This was presented at the April 30, 2024 City Council special meeting study session.

The scope of the contract with RNT needs to be increased by \$17,000 to cover the cost for the site assessment and inspections and complete the facility condition index report. This will increase the total contract with RNT to \$87,000.

FISCAL IMPACT:

The additional \$17,000 is proposed to come from unallocated fund balance.

CONCLUSION:

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

Respectfully submitted,

Cyrah Caburian
Executive Assistant
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-XX

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MARINA AND ROESLING NAKAMURA TERADA ARCHITECTS, INC. FOR IDENTIFYING COMMUNITY CENTER SITES, DEVELOPMENT OF CONCEPTUAL PLANS AND ESTIMATED COSTS FOR COMMUNITY FACILITIES

WHEREAS, At the regular meeting of February 2, 2024, the City Council adopted Resolution No. 2024-11, approving an Agreement for Consulting Services with Roesling Nakamura Terada (RNT) Architects, Inc., totaling \$70,000.00 to identify community center sites, development of conceptual plans and estimated costs for community facilities; and

WHEREAS, The work done by the consultants would aid in informing the public on the feasibility for a potential ballot measure, by identifying a site(s) for community facilities, and developing conceptual plans and estimated costs for such facilities; and

WHEREAS, At the April 2, 2024 City Council meeting, staff received direction to have RNT conduct an assessment of the existing condition of city facilities to assist with having a better estimate of the cost to rehabilitate or renovate existing facilities in comparison to new construction; and

WHEREAS, To conduct the facilities assessment requires an increase in the contract with RNT in the amount of \$17,000.

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

3. Authorize the City Manager to execute an amendment to the agreement between the City of Marina and Roesling Nakamura Terada Architects, Inc. increasing the amount of the contract by \$17,000 for conducting a site assessment and inspection and a facility condition index report for city facilities; subject to final review and approval by the City Attorney; and
4. Authorize the Finance Director to make appropriate budget adjustments.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of May, 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

May 3, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 7, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING AGREEMENT BETWEEN CITY OF MARINA AND
FIELDMAN ROLAPP & ASSOCIATES FOR FISCAL ADVISORY
SERVICES, AUTHORIZE THE CITY MANAGER TO EXECUTE
AGREEMENT SUBJECT TO FINAL REVIEW AND APPROVAL BY THE
CITY ATTORNEY.**

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. 2024-, approving agreement between the City of Marina and Fieldman Rolapp & Associates for fiscal advisory services, and;
2. Authorize City Manager to execute agreement subject to final review and approval by the City Attorney.

BACKGROUND:

The City has a need for a Fiscal Advisor to assist the City with specific municipal fiscal advisory services such as formation of a community facilities district, enhanced infrastructure financing district, bond issuances, continuing debt disclosures, refinancing debt etc. These financial transactions are complex and involve a team of technical specialists (i.e., fiscal advisor, bond counsel, underwriters, etc.). The Fiscal Advisor is the main person who will coordinate the team of experts, understand the available financing, and will help and advise the City on these complex financing decisions.

Previously the City has contracted with the firm of Fieldman Rolapp & Associates because of their prior participation in City debt issuance; their firms staffing and research resources and depth of knowledge about the types of financing transactions that the City is considering in the future.

ANALYSIS:

The City will have need for assistance immediately in the formation of an enhanced infrastructure financing district related to the Joby Aviation activities at the Marina Municipal Airport and in the formation of a community services district for both the Dunes and Marina Station developments. Additionally, there is a potential general obligation bond and other future bond issuances. The City also has a need for services for continuing disclosures.

The compensation for bond transactions is \$60,000 per transaction, these costs are typically built into the cost of the bond. The hourly rates for their other services vary between \$395 for executive officers to \$95 for administrative assistants. These rates are specified in the contract. It is estimated that the hourly cost to form a CFD or EIFD will be approximately \$40,000.

FISCAL IMPACT:

The impact to the General Fund will depend on the scope of services needed regarding, formation of districts, bond refinancing, or issuing new debt. Formation of community facilities districts are paid by the developer. Formation of an enhanced infrastructure financing district will require funding from the General Fund. Costs associated with issuance of debt are built into the cost of the debt.

CONCLUSION:

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

Respectfully submitted,

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA APPROVING AN AGREEMENT BETWEEN CITY OF MARINA AND FIELDMAN ROLAPP & ASSOCIATES FOR FISCAL ADVISORY SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, the City has a need for a Fiscal Advisor to assist the City with specific municipal advisory services such as formation of a community facilities district, enhanced infrastructure financing district, bond issuances, continuing debt disclosures, refinancing debt etc.; and

WHEREAS, Fieldman Rolapp & Associates is qualified to provide these services and has previously provided these services to the City.

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

1. Approve an agreement between the City of Marina and Fieldman Rolapp & Associates for municipal advisory services; and
2. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of May, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**CITY OF MARINA
AGREEMENT FOR MUNICIPAL ADVISORY SERVICES**

THIS AGREEMENT is made and entered into on _____, 20____, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Fieldman, Rolapp & Associates, INC and D/B/A Applied Best Practices hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor to:

Provide General Municipal Advisory Services on an as needed basis, specific Municipal Advisory Services for the formation of a Community Facilities District ("CFD") or an Enhanced Infrastructure Financing District ("EIFD"), specific Municipal Advisory Services for Bond Issuance and Continuing Disclosure Services for the City's current and future debt issuances hereinafter referred to as the "Project."

- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

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

1. Scope of Work.

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

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

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

(d) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

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

2. Term of Agreement & Commencement of Work.

(a) Subject to City Council appropriation to fund the Scope of Work, and unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on December 31, 2027 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 May 7, 2024. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount for hourly services and for debt financings in accordance with the provisions of this Section and the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference.

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

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

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

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

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

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is 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 Layne Long or his designee 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 James V. Fabian 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: James V. Fabian, Un Chu Reardon and Melinda Kays

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, Contractors, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for payment for, administration, completion, presentation, and

quality of all work performed. If such persons are utilized, they shall be charged at cost. City reserves its right to employ other contractors in connection with this Project.

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

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

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

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

9. **Ownership of Data.** Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights 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 with Developers or Property Owners, and as such, may not accept compensation, commission or payment of any type from any such party or such party's agent.

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

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

12. Non-Discrimination.

- (a) During the performance of this Agreement the Contractor and its subcontractors shall comply with the applicable laws of the United States of America, the State of California and the City prohibiting discrimination and harassment. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of gender, gender expression, gender identity, genetic characteristics, sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), mental disability, age, marital status, denial of family and medical care leave and denial of pregnancy disability leave, sexual orientation, military/veteran status and any other characteristics protected by state or federal law. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.
- (b) Contractor shall include the provisions of this Section 12(a) in all subcontracts related to this Agreement.

13. Indemnification.

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

a)

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

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

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

14. Insurance.

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

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

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

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

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

15. Independent Contractor. The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents

shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.

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

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

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

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

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

20. Compliance with Laws.

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

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

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

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

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

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

To Contractor: James V. Fabian
 Fieldman Rolapp & Associates
 19900 MacArthur Blvd.
 Suite 1100
 Irvine, California 92612
 Fax (949) 474-8773

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

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

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

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

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

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

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

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

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

31. Advice of Counsel. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the

parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

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

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

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

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

CITY OF MARINA

CONTRACTOR

By: _____
 Name: _____
 Its: _____
 Date: _____

By: _____
 Name: _____
 Its: _____
 Date: _____

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

By: _____
 City Clerk

Approved as to form:

By: _____
 City Attorney

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ADVISOR
AND CONTINUING DISCLOSURE CONTRACTOR
BY AND BETWEEN
THE CITY OF MARINA
AND
FIELDMAN, ROLAPP & ASSOCIATES, INC. AND D/B/A APPLIED BEST PRACTICES**

Scope of Services

A. General Services.

The Contractor shall perform all the duties and services specifically set forth herein and shall provide such other services as it deems necessary or advisable or are reasonable and necessary to accomplish the intent of this Agreement in a manner consistent with the standards and practice of professional financial advisors prevailing at the time such services are rendered to the City.

The City may, with the concurrence of Contractor, expand this Agreement in writing to include any additional services not specifically identified within the terms of this Agreement. Any additional services may be described in an addendum to this Exhibit A and are subject to fees described in Exhibit B to this Agreement.

All services related to a General Obligation Bond Measure will be billed hourly per Section C of Exhibit B.

B. CFD and EIFD Formation Services.

1. Assist the City in the establishment of new, or review of existing Local Agency Goals and Policies to look beyond the minimum requirements of the state statute; address broader policy issues; and use the Goals and Policies as a tool to educate policymakers and stakeholders about CFDs and EIFDs. We often present these to the City Council at a regular meeting or study session.
2. After the Goals and Policies have been adopted or updated, we would assist City staff negotiate Development Agreement provisions related to any future CFD or EIFD for services or facilities. Our experience in recent years is that Developers are trying to include into Development Agreements specific language to predetermine how the future services or facilities CFDs will be structured. In two cities recently, we found that the Development Agreements included specific CFD provisions such as:
 - Total Effective Tax Rate
 - Special Tax Escalator
 - Use of Pay-Go special tax payments to reimburse the Developer

- for infrastructure
- Inclusion of Developer's Contractor costs as eligible expenses
- Developer determines who will be the lead agency to form the CFD

As the City's Financial Advisor, we would review all CFD or EIFD related terms included in a proposed Development Agreement to make sure they are consistent with the City's Goals and Policies and do not predetermine how the CFD or EIFD will be structured in the future. If no Development Agreement is required or if the Development Agreement has been signed, we will skip this step.

3. Facilitate a required discussion of the business deal with the Developer formalized in the Acquisition Agreement to determine how to structure the CFD or EIFD. It is our preference to develop a term sheet to outline the structuring issues for the CFD or EIFD. The term sheet is then used to assist Bond Counsel in drafting the legal documents. We would assist in the development, review and finalization of a Deposit and Reimbursement Agreement to ensure all formation expenses are paid for by the Developer out of an up-front deposit.
4. We would develop a schedule to guide the City through the formation process to establish the CFD or EIFD and to sell Bonds. We would need City staff, Bond Counsel, and the Developer's input before the schedule could be finalized.
5. We would schedule a kick-off meeting with the financing team to review the project, term sheet, and draft schedule. It is our recommendation to conduct an in-person kick-off meeting and to schedule follow-up conference calls with the financing team on a set day and time every three weeks. We would prepare conference call e-mail notices, conference call agendas and document follow-up action items
6. In conjunction with City staff, and Bond Counsel we would review the Rate and Method of Apportionment (RMA) and Special Tax Pro-Forma prepared by the Special Tax Contractor for each Improvement Area. We would assist in the negotiations with the Developer to refine the RMA and Pro-forma into final form for Council approval and the vote of the property owner.
7. We would review all legal documents prepared by Bond Counsel related to the Resolutions of Intention to establish the CFD or EIFD and the Resolutions of Formation to form the CFD or EIFD and approve the CFD or EIFD report for each Improvement Area. We would review the CFD or EIFD Boundary Map, CFD or EIFD ballots and Notice of Special Tax Liens for each Improvement Area.

C. Transaction Services.

The Contractor shall assume primary responsibility for assisting the City in coordinating the planning and execution of each debt issue relating to the Project. Insofar as the Contractor is providing Services which are rendered only to the City, the overall coordination of the financing shall be such as to minimize the costs of the transaction

coincident with maximizing the City's financing flexibility and capital market access. The Contractor's proposed debt issuance Services may include the following:

- Analyze Financing Alternatives
- Develop the Financing Schedule
- Monitor the Transaction Process
- Review the Official Statement, both preliminary and final
- Procure and Coordinate Additional Service Providers
- Provide Financial Advice to the City Related to Financing Documents
- Compute Sizing and Design Structure of the Debt Issue
- Plan and Schedule Rating Agency Presentation
- Conduct Credit Enhancement Procurement and Evaluation
- Conduct Market Analysis and Evaluate Timing of Market Entry
- Recommend Award of Debt Issuance
- Provide Pre-Closing and Closing Assistance

Specifically, Contractor will:

1. Analyze Financing Alternatives.

At the onset of the financing transaction process for the Project, the Contractor shall review the City's financing needs and in conjunction with the City's management, will provide an analysis of the financing alternatives of the City in implementing the Project and its proposed form or forms of financing.

Unless previously determined, Contractor shall recommend the method of sale of debt and outline the steps required to achieve efficient market access.

2. Develop the Financing Timetable.

The Contractor shall take the lead role in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work progresses.

3. Monitor the Transaction Process.

The Contractor shall have primary responsibility for the successful implementation of the financing strategy and timetable that is adopted for each debt issue relating to the Project. The Contractor shall coordinate (and assist, where appropriate) in the preparation of the legal and disclosure documents and shall monitor the progress of all activities leading to the sale of debt. The Contractor shall prepare the timetables and work schedules necessary to achieve this end in a timely, efficient and cost-effective manner and will coordinate and monitor the activities of all parties engaged in the financing transaction.

4. Review the Official Statement.

The Contractor shall review the official statement for each debt issue relating to the Project to insure that the City's official statement is compiled in a manner consistent with industry standards. Contractor does not undertake any responsibility to review disclosure documents on behalf of owners or beneficial owners of bonds or debt which may arise from the Contractor's work hereunder.

5. Procure and Coordinate Additional Service Providers.

The Contractor may act as City's representative in procuring the services of financial printers for the official statement and related documents, and for the printing of any securities. In addition, the Contractor may act as the City's representative in procuring the services of trustees, paying agents, fiscal agents, feasibility Contractors, redevelopment Contractors, or escrow verification agents or other professionals, if the City directs.

6. Provide Financial Advice to the City Relating to Financing Documents.

The Contractor shall assist the managing underwriters, bond counsel and/or other legal advisors in the review of the respective financing resolutions, notices and other legal documents. In this regard, the Contractor shall monitor document preparation for a consistent and accurate presentation of the recommended business terms and financing structure of each debt issue relating to the Project, it being specifically understood however that the Contractor's services shall in no manner be construed as the Contractor engaging in the practice of law.

7. Compute Sizing and Design Structure of Debt Issue.

The Contractor shall work with the City's staff bond counsel and other professionals of the City to design a financing structure for each debt issue relating to the Project that is consistent with the City's objectives, that coordinates each transaction with outstanding issues and that reflects current conditions in the capital markets.

8. Plan and Schedule Rating Agency Presentation.

The Contractor shall develop a plan for presenting the financing program to the rating agencies. The Contractor shall schedule rating agency visits, if appropriate, to assure the appropriate and most knowledgeable rating agency personnel are available for the presentation and will develop presentation materials and assist the City officials in preparing for the presentations.

9. Conduct Credit Enhancement Evaluation and Procurement.

Upon the City's direction, the Contractor will initiate discussions with bond insurers, letter of credit providers and vendors of other forms of credit enhancements to determine the availability of and cost benefit of securing financing credit support.

10. Conduct Market Analysis and Evaluate Timing of Market Entry.

The Contractor shall provide summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the City's proposed financing.

a. Competitive Sales.

For all types of competitive sale of debt, the Contractor shall undertake such activities as are generally required for sale of securities by competitive bid including, but not limited to the following:

- Review and comment on terms of Notice of Sale Inviting Bids
- Provide advice on debt sale scheduling
- Provide advice on the use of electronic bidding systems
- Contact potential bidders
- Coordinate bid opening with the City officials
- Verify bids received and make recommendations for acceptance
- Provide confirmation of issue sizing, based upon actual bids received, where appropriate
- Coordinate closing arrangements with the successful bidder(s)

b. Negotiated Sales.

In the case of a negotiated sale of debt, the Contractor shall perform an evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the City with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt. This assistance and evaluation will focus on the following areas as determinants of interest cost:

- Size of financing
- Sources and uses of funds
- Terms and maturities of the debt issue
- Review of the rating in pricing of the debt issue
- Investment of debt issue proceeds
- Distribution mix among institutional and retail purchasers
- Interest rate, reoffering terms and underwriting discount with comparable issues
- Redemption provisions

c. Private or Direct Placement

In the case of a private placement or direct placement of debt with a commercial bank or other similar institution, the Contractor will provide assistance and advice to the City in negotiating the terms of the debt, including the size, structure, interest rates, prepayment terms and compensation to lender, if any. The Contractor will provide a recommendation on the acceptance or rejection of the terms of the placement. The Contractor cannot provide a specific list of potential

lenders and cannot serve as placement agent for the financing, but can assist the City with implementing a financing with a lender or lenders selected by the City without advice from the Contractor.

11. Recommend Award of Debt Issuance.

Based upon activities outlined in Task 10(a), 10(b) and 10(c) above, the Contractor will recommend accepting or rejecting offers to purchase the debt issue. If the City elects to award the debt issue, the Contractor will instruct all parties and help facilitate the actions required to formally consummate the award.

12. Provide Pre-Closing and Closing Activities.

The Contractor shall assist in arranging for the closing of each financing. The Contractor shall assist counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring the progress of bond printing, qualification of issues for book-entry status, signing and final delivery of the securities and settlement of the costs of issuance.

D. Continuing Disclosure Consulting Services.

1. Annual Report – General Obligation Bonds, Tax Allocation Bonds, Abrams B Housing Bonds, Certificates of Participation and Revenue Bonds.

The Contractor shall assume primary responsibility for assisting the City in connection with the preparation and filing of continuing disclosure annual reports, reporting of significant event notices and any other applicable disclosure notices for the City in connection with its General Obligation Bonds, Certificates of Participation and Revenue Bonds Disclosure Obligations. Such services shall include, but not limited to:

- Determine the required categories of information and provide a template of tables to complete, list of data to provide and/or questions to be answered in preparation of the continuing disclosure annual report;
- Coordinate and order from outside vendors specific data not accessible to the City, if necessary;
- Determine if previous continuing disclosure filings and material event notices have been disseminated and filed through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport (herein, "EMMA");
- Review and supplement any information, in addition to the information required by a continuing disclosure undertaking, which might be necessary;
- Assist the officers or employees of the City designated with responsibility for continuing disclosure to assemble information necessary for the annual report;
- Format or assist in formatting such material into a final form for the continuing disclosure annual reports any other applicable disclosure notices; and
- Submit the continuing disclosure annual report through EMMA and provide a certificate of such submission(s) to the City.

UNDER THIS SERVICE ARRANGEMENT, THE CONTRACTOR IS NOT RESPONSIBLE FOR PREPARATION OR CONTENT OF AUDITED FINANCIAL STATEMENTS AND BUDGET REPORTS.

2. Reporting of Significant Event Notices (Rating Changes).

The Contractor will assist the City in connection with the preparation and filing of reporting of significant event notices, including any rating change(s) as necessary in connection with the Securities.

- Contractor shall monitor the market from time-to-time for rating changes pertaining to the Securities and notify the City immediately after its confirmation of rating change(s);
- Upon receipt by the City of such notification, the City shall contact the Contractor and give them authorization to assemble a reporting of significant event notice;
- The Contractor will assist the City in assembling the reporting of significant notice into a final form; and
- Submit or confirm submission of the reporting of significant notices through EMMA and provide a certificate of such submission(s) to the City.

CONTRACTOR WILL USE ITS BEST EFFORTS TO MONITOR THE MARKET FOR RATING CHANGES AFFECTING THE SECURITIES, BUT WILL NOT GIVE ASSURANCE OF ITS ABILITY TO ASCERTAIN ANY RATING CHANGE AND WILL NOT BE HELD LIABLE FOR RATING CHANGES WITH RESPECT TO ANY OF THE DEBT OBLIGATIONS WHICH ARE NOT REPORTED.

3. Termination of Reporting Obligation.

The Contractor will assist the City in connection with the preparation and filing of termination of reporting obligation notice as necessary in connection with the full redemption of the Securities. Such services shall include, but not limited to:

- Assist in assembling the termination of reporting obligation notice into a final form; and
- Submit or confirm submission of the termination of reporting obligation notice through EMMA and provide a certificate of such submission(s) to the City.

4. Continuing Disclosure Compliance Review Services.

When requested, the Contractor will assist with the City with reviewing its compliance with such continuing disclosure obligations it has covenanted with respect to the Securities. Such services shall include, but not limited to:

- Identify all of the debt issuances of the City (the "Transactions") outstanding during the last five fiscal years (the "Continuing Disclosure Filing Cycles") with continuing disclosure reporting requirements.
- Obtain electronic copies of the Official Statements for all the Transactions.
- Identify and review continuing disclosure requirements and only rating change event notices (including ratings of the City, bond insurers and credit facility

providers), for each of the Transactions.

- Research and locate continuing disclosure filings made during Continuing Disclosure Filing Cycles based on the following data sources:
 - a. MSRB – EMMA,
 - b. Bloomberg LP,
 - c. TM3 – Interactive Data.
- For each Transaction, enter information into a worksheet identifying the submittal date of the continuing disclosure filings and the content requirements of the continuing disclosure filings.
- Prepare a report (the “Report”):
- Outline our findings from each worksheet.
- For each rated Transaction, provide a chronological history of all rating changes (including ratings of the City, bond insurers and credit facility providers), whether an event notice was submitted for such rating change and how many days after such event was a notice submitted.
- Provide suggestive make-up filings with regards to continuing disclosure annual reports and/or event notices limited to rating changes (including the City and bond insurer).
- Participate in discussions with the City and others regarding the Report.
- Assist in drafting any required make-up continuing disclosure filings and notices.

5. CDIAC Annual Reporting.

(i) ***SB 1029 Annual Debt Transparency Reports (ADTR)***. The Contractor will assist the City in connection with the preparation and filing of CDIAC ADTRs as required by California Senate Bill 1029, Government Code Section 8855(k). Such services shall include, but are not limited to:

- Determine the City’s outstanding debt obligations that require an ADTR filing and obtain the respective CDIAC filing ID number and password for each issue;
- Assist the officers or employees of the City designated with responsibility for continuing disclosure to assemble information necessary for the ADTR;
- Review and supplement any information, in addition to the information required by a ADTR, which might be necessary;
- Format or assist in formatting such material into a final form for the ADTR; and
- Submit the ADTR through CDIAC and provide a certificate of such submission(s) to the City by no later than January 31st of such year(s) an ADTR filing is required.

(ii) ***Marks-Roos Authority and/or Local Obligor Yearly Fiscal Status Report (YFSR)***. The Contractor will assist the City in connection with the preparation and filing of CDIAC Marks-Roos Authority and/or Local Obligor YFSRs as required by the Marks-Roos Local Bond Pooling Act of 1985, as amended (Section 6584 et seq.), Government Code Section 6599.1(b). Such services shall include, but are not limited to:

- Determine the City’s outstanding debt obligations that require a YFSR filing and obtain the respective CDIAC filing ID number and password for each issue;

- Assist the officers or employees of the City designated with responsibility for continuing disclosure to assemble information necessary for the YFSR;
- Review and supplement any information, in addition to the information required by a YFSR, which might be necessary;
- Format or assist in formatting such material into a final form for the YFSR; and
- Submit the YFSR through CDIAC and provide a certificate of such submission(s) to the City by no later than October 30th of such year(s) a YFSR filing is required.

6. Additional Services.

The City may, with the concurrence of the Contractor, expand this Agreement to include any additional services not specifically identified within the terms of this Agreement. Any additional services may be described in an addendum to this Exhibit A and are subject to fees to be negotiated outside of this Agreement.

Definition of Debt Obligations

The City must inform the Contractor of its intent to include additional Debt Obligations under this Agreement in writing.

	<u>Issuance Name</u>	<u>Annual Filing Deadline</u>	<u>Dated Date</u>	<u>Last CUSIP</u>	<u>Date of Last CUSIP</u>
1.	Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2023A <i>*Dissemination Services only</i>	Nine months after FYE – April 1 st	03/02/2023	568061CW3	09/01/2043
2.	Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2023B <i>*Dissemination Services only</i>	Nine months after FYE – April 1 st	03/02/2023	568061DK8	09/01/2043
3.	Certificates of Participation (2022 Transportation Infrastructure Financing Project) Evidencing the Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the City of Marina	Nine months after FYE – April 1 st	07/07/2022	568050AS7	05/01/2047
4.	Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2020A <i>*Dissemination Services only</i>	Nine months after FYE – April 1 st	09/02/2020	568061BS3	09/01/2040

	Issuance Name	Annual Filing Deadline	Dated Date	Last CUSIP	Date of Last CUSIP
5.	Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2020B <i>*Dissemination Services only</i>	Nine months after FYE – April 1st	09/02/2020	568061CJ2	09/01/2040
6.	Fort Ord Reuse Authority Tax Allocation Bonds, Series 2020 (Federally Taxable) <i>*Dissemination Services only</i>	Nine months after FYE – April 1 st	06/25/2020	348188BN2	09/01/2037
7.	Successor Agency to the Marina Redevelopment Agency Tax Allocation Bonds, Series 2018A <i>*Dissemination Services only</i>	Nine months after FYE – April 1st	07/26/2018	568061AN5	09/01/2038
8.	Successor Agency to the Marina Redevelopment Agency Housing Tax Allocation Bonds, Series 2018B <i>*Dissemination Services only</i>	Nine months after FYE – April 1st	07/26/2018	568061ABB0	09/01/2038
9.	Marina Joint Powers Financing Authority Multifamily Housing Revenue Bonds (Abrams B Apartments Financing) Series 2006	Not later than 180 days after FYE – December 27th	11/1/2016	568087BJ8	11/15/2036
10.	City of Marina 2015 General Obligation Refunding Bonds	Nine months after FYE – April 1 st	05/12/2015	568047DY7	08/01/2035

**EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ADVISOR
AND CONTINUING DISCLOSURE CONTRACTOR
BY AND BETWEEN
THE CITY OF MARINA
AND
FIELDMAN, ROLAPP & ASSOCIATES, INC. AND D/B/A APPLIED BEST PRACTICES**

Compensation and Expenses

A. Transaction Based Compensation

For Services referenced in this Agreement, including Services performed after the adoption by the City Council, the Contractor will be compensated a fee as described in the table below:

<u>Transaction Size</u>	<u>Fees</u>
Any Transaction Size	\$60,000

For transactions that include multiple series of bonds, a fee of not to exceed \$15,000 per additional series will be added to the Transaction fee above.

The Transaction Fee will be adjusted annually by three percent (3.00%) each January 1st beginning January 1, 2025.

Payment of compensation earned by Contractor pursuant to this Section A of Exhibit C of this Agreement shall be contingent on, and payable at the closing of the debt issue(s) undertaken to finance the Project.

B. Continuing Disclosure Consulting Services

For services referenced in Section C (1) of Exhibit A of this Agreement, the Contractor will be compensated at \$5,000 per year. For each additional Debt Obligation added to Exhibit B of this Agreement, the Contractor will be compensated an additional \$250 per year.

For services referenced in Section C (2) and Section C (3) of Exhibit A of this Agreement, the Contractor will be compensated at \$300 per notice.

For services referenced in Section C (4) of Exhibit A of this Agreement, the Contractor will be compensated at \$3,000 per request.

For services referenced in Section C (5) of Exhibit A of this Agreement, the Contractor will be compensated an initial set-up fee of \$500 and at hourly rates thereafter per CDIAC ID number, per filing.

For services referenced in Section C(6) of Exhibit A of this Agreement, the Contractor will be compensated at hourly rates.

C. Hourly Compensation

The table below reflects the rates in effect as of the date of execution of this Agreement.

Personnel	Hourly Rate
Executive Officer	\$395.00
Principal.....	\$385.00
Executive / Senior Vice President	\$375.00
Vice President	\$320.00
Assistant Vice President.....	\$295.00
Senior Associate.....	\$265.00
Associate	\$235.00
Analyst.....	\$130.00
Administrative Assistant	\$95.00

Hourly Compensation will be billed on a monthly basis and are due thirty (30) days from invoice date. Invoices not paid within sixty (60) days are subject to a two percent (2.00%) late fee for every month payment is late.

It is estimated that the hourly cost to form the Marina Station CFD or the Joby Aviation EIFD will be \$40,000. Any CFD or EIFD Bonds issued for the Marina Station CFD or the Joby Aviation EIFD will be billed as a contingent fee per Section A, Transaction Based Compensation.

Expenses

Expenses will be billed for separately and will cover, among other things, financial, demographic and/or tax data from outside vendors, travel, lodging, subsistence, overnight courier, conference call, internet posting, computer, and fax transmission charges. Advances made on behalf of the City for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the City upon prior authorization.

Limiting Terms and Conditions

The above compensation is based on completion of work orders within six months of the City's authorization to proceed, and assumes that the City will provide all necessary information in a timely manner.

The fee referenced in Part 1 above, presumes attendance at up to up to 5 meetings in the City's offices or such other location within a 25-mile radius of the City place of business as the City may designate. Preparation for, and attendance at Board meetings on any basis other than "by appointment" may be charged at our normal hourly rates referenced in Part 2 above.

EXHIBIT C - INSURANCE

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Umbrella or Excess Policy

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Duration of Coverage

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

Special Risks or Circumstances

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

Mayor and Members of the
City Council

City Council Meeting
of May 7, 2024

**CITY COUNCIL TO RECEIVE AN INFORMATIONAL UPDATE ON THE
MOBILE VENDING ORDINANCE. THE UPDATE IS NOT A PROJECT
UNDER CEQA PER SECTION 15378 OF THE CEQA GUIDELINES.**

REQUEST:

That the City Council receive a brief informational update on the status of the Mobile Vending Ordinance adopted on December 5, 2023. No action is required at this time.

BACKGROUND:

On December 5, 2023, the City Council adopted Ordinance No. 2023-15 to the Marina Municipal Code (MMC) adding Chapter 10.46¹ – *Mobile Food Vending and Sidewalk Vending* to Title 10 of the MMC. The Council directed staff to bring an update back to the Council in six months.

DISCUSSION:

The City has not received any applications for a Mobile Food or Sidewalk Vending license and very few inquiries since adopting. There are, from time to time, unlicensed sidewalk vendors operating in parking lots and on sidewalks throughout the City. They are contacted by our Code Enforcement Officer and notified that a license is required for them to operate, but none have endeavored to obtain the required license. Per the Code, unlicensed operators are subject to enforcement under MMC Chapters 1.08, 1.10 and 1.12.

As a result of not having issued any licenses, there is no update on the specific items that the Council wished to track:

- Require mobile vendors to put a “No Smoking Sign” on their trucks
- Notify all brick-and-mortar restaurants of this new ordinance (done)
- Monitor if there is an over concentration of the vendors in one section of the community
- Conduct outreach to interested vendors (ongoing through web/social media posts)
- Examine impact of regulations on brick and mortar businesses
- Allow mobile vendors in the south park area of the Dunes

Staff will also continue to advertise on the City’s website and social media platforms that mobile food vending is allowed in the City of Marina.

¹ <https://marina.municipal.codes/Code/10.46>

Respectfully submitted,

Alyson Hunter, AICP
Planning Services Manager
City of Marina

REVIEWED/CONCUR:

Guido Persicone, AICP
Community Development Director
City of Marina

Layne Long
City Manager
City of Marina

May 7, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 7, 2024

Honorable Chairperson and Members
of the Successor Agency to Marina Redevelopment Agency

Successor Agency Meeting
of May 7, 2024

Chair and Board Members of
Preston Park Sustainable Community Non-Profit Corporation

Corporation Meeting
of May 7, 2024

CITY COUNCIL OF THE CITY OF MARINA, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY BOARD, AND PRESTON PARK SUSTAINABLE COMMUNITY NPC BOARD TO RECEIVE INVESTMENT REPORTS FOR THE CITY OF MARINA, CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY, AND PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION AND ABRAMS B NON-PROFIT CORPORATION FOR THE QUARTER ENDED MARCH 2024

REQUEST:

It is requested that the City Council and Boards:

1. Consider receiving Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) and Abrams B Non-Profit Corporation for the quarter ended March 31, 2024.

BACKGROUND:

Cash Management. The City's aggregate cash and investments closed down by \$5.6MM at the end of the quarter, primarily due to a \$3.1MM conservation easement that was required to begin the Imjin Widening Project. The Successor Agency closed up by \$2MM due to the receipts of \$2.8MM ROPS distribution from the Redevelopment Property Tax Trust. The Preston & Abrams Non-Profit Corporations closed up \$3MM due to inclusion of the Abrams capital reserve funds that were previously included. Consistent with the City's investment strategy of capital preservation, the City has continued to maintain significant cash with the Local Agency Investment Fund (LAIF), where the yields have improved to 4.12% but are still lagging behind returns from US Treasury Bills that remain north of 5%. To optimize investment yields and further diversify into other financial institutions per the city's investment policy, a new investments account was opened in the first quarter of 2024, where all funds have been deployed in US Treasury Bills. Efforts to reposition investments from LAIF to other financial institutions are still underway. Changes to the City's investment portfolio for the last quarter are shown in Table I, Cash and Investments.

Table I – Cash and Investments

Summary of Cash and Investments

Amounts in Millions

Quarter Ended March 31, 2024

<u>City</u>	<u>December</u>		<u>March</u>		<u>Change</u>	
	<u>Yield</u>	<u>Amount</u>	<u>Yield</u>	<u>Amount</u>	<u>Yield</u>	<u>Amount</u>
LAIF	3.81%	58.68	4.12%	\$ 62.27	0.31%	\$ 3.59
JPM - Gov Notes	5.19%	66.89	5.15%	64.47	-0.04%	(2.41)
Citizens Trust / LPL	0.00%	-	5.03%	19.02	N/A	N/A
Chase Bank	0.00%	28.11	0.00%	2.03	0.00%	(26.08)
COP 2022	4.76%	10.52	4.76%	10.39	0.00%	(0.13)
Abrams B 2006 Bond	4.92%	0.26	4.92%	0.45	0.00%	0.19
<i>Subtotal</i>		164.21		158.64		(5.57)

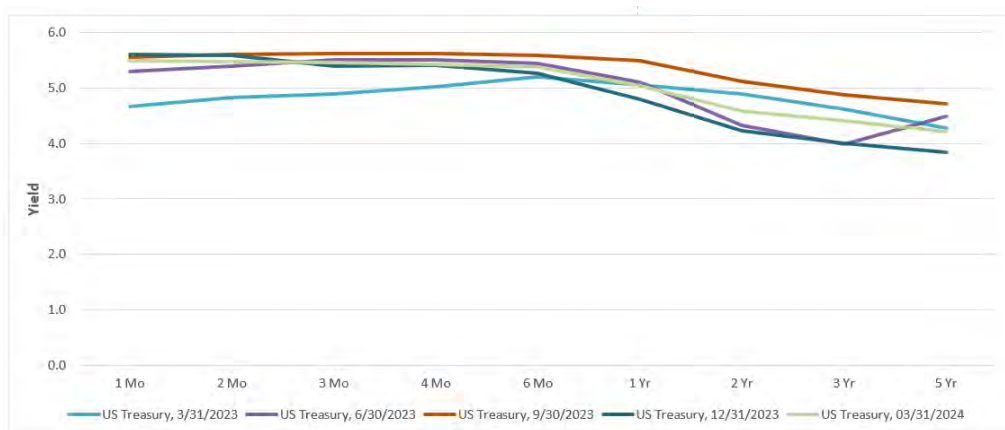
<u>Successor</u>						
LAIF	3.81%	\$ 2.99	4.12%	\$ 4.93	0.31%	1.94
Chase Bank	0.00%	0.07	0.00%	0.13	0.00%	0.06
US. Bank	4.80%	3.48	4.89%	3.49	Variable	0.01
<i>Subtotal</i>		6.53		8.55		2.01

<u>PPSC-NPC & Abrams</u>						
Bridge Bank	2.28%	10.63	2.28%	13.72	0.00%	3.09
<i>Subtotal</i>		10.63		13.72		3.09

Total Cash Assets	181.37	180.91	(0.46)
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The quarterly LAIF interest rate was 4.12%, which represents a 0.31% increase from the previous quarter, as seen in Table I. [Chart I, Treasury Yield Curve](#) shows the treasury yield curve and its recent shift from March 2023 to March 2024. The Treasury Yield captures yield at various investment horizons. The chart demonstrates that short-term investments currently command higher yields than longer term investments.

Chart I, Treasury Yield Curve



Interest revenue is expected to outperform the previous year's revenue precisely due to this non-LAIF investment option, with has yielded above 5%. Interest revenue is allocated to all city funds, based on each funds respective fund balance. Nearly half of the city's interest revenue is allocated to the General Fund. Other significant funds, such as Fund 215 – Public Facilities Impact Fees, Fund 223 – FORA Dissolution Fund and Fund 422 – Measure X Capital Projects receive most of the remaining interest revenue. The city operates under an investment policy which can be found at: <http://www.cityofmarina.org/26/Finance> .

Interest Rate / Economy. The Federal Open Committee (FOMC) is the monetary policy making body of the Federal Reserve. They met two times during the 1st calendar quarter of 2024 (from January 1 to March 31st) but have maintained interest rates steady between 5.25% and 5.50% for the 4th consecutive time. Economists had widely predicted a series of four to five 25 basis point cuts in 2024, however, progress towards achieving a target rate of 2% inflation has stalled and the data has not supported the much-anticipated rate decrease. The Fed continues to closely monitor economic data. Staff will also continue to monitor the yield curve and stay informed of economic forces and market conditions to maximize returns on investment.

Economically, the city is in a healthy position. Property tax revenues continue to experience a slight growth trajectory due to new development and increases in property values due to ownership transfers (real estate sales). Transient occupancy and sales tax revenues have recovered from the pandemic and continue to demonstrate reliable cash flow to the city that is consistent with expectations.

Portfolio Strategy. Staff's goal is to match or outperform LAIF. LAIF's quarterly performance was an ROI of 4.12%, whereas US Treasury Bills commanded above 5%, as shown in Chart I. City staff has established another investment account to shift funds from LAIF to higher performing securities.

ANALYSIS:

The attached investment reports include the City of Marina's and the City of Marina as Successor Agency to the Marina Redevelopment Agency's and Preston & Abrams Non-Profit Corporation reports (“EXHIBIT A”). These include unreconciled balances of City, Successor Agency and Preston Park / Abrams Park investments held by financial institutions as reported in their monthly statements.

FISCAL IMPACT:

Investing the City's in accordance with the City's primary investment objective of safety, liquidity and yield can earn respectable interest earnings for the City, City of Marina's and the City of Marina as Successor Agency to the Marina Redevelopment Agency.

CONCLUSION:

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



Roger Sattoof
Financial Analyst
City of Marina

Laura Pruneda
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

EXHIBIT A-1

To: Honorable Mayor and City Council Members

From: Roger Sattoof, Financial Analyst

RE: Investment Report for **City of Marina** Funds
Quarter Ended March 31, 2024

INVESTMENT SUMMARY:

Institution	Market Value
Imprest Cash	\$ 2,000
Chase Checking/Savings Account/Certificate of Deposit	\$ 2,030,395
Local Agency Investment Fund (LAIF)	\$ 62,274,152
JP Morgan Investments	\$ 64,473,178
US Bank Investments	\$ 10,843,199
Citizen Bank / LPL Investments	\$ 19,016,161
Total	\$ 158,639,086

Cash not earning interest	\$ 2,032,395
Non earning cash as a percentage of total cash	1%

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City of Marina's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646)

Laura Pruneda, Finance Director



Roger Sattoof, Financial Analyst
CITY OF MARINA
INVESTMENT REPORT
Quarter Ended March 31, 2024

City of Marina
Pg. 1 of 2

EXHIBIT A-1

INVESTMENT DETAIL:

Institution	Cusip	Purchase Date	Maturity	Coupon	Rate (%)	Face	Market Value	Book Value/ Cost Basis	Unrealized Gain/(Loss)
Imprest Cash			N/A	N/A	0.00%	2,000	2,000	2,000	-
Chase Checking - x2905			N/A	N/A	0.00%	2,030,395	2,030,395	2,030,395	-
Local Agency Investment Fund (LAIF) - x7509			N/A	N/A	4.12%	62,274,152	62,274,152	62,274,152	-
JP Morgan Investments - x4617									
	US Treasury Bill 912796CX5	10/18/2023	4/18/2024	0.00%	5.40%	9,000,000	8,977,629	8,760,670	216,959
	US Treasury Bill 912796ZW2	12/21/2023	6/20/2024	0.00%	5.15%	10,000,000	9,884,078	9,746,413	137,664
	US Treasury Bill 912796Y45	1/3/2024	6/27/2024	0.00%	5.11%	2,370,000	2,340,117	2,312,269	27,847
	US Treasury Bill 912796Y52	1/9/2024	7/5/2024	0.00%	5.10%	2,357,000	2,324,736	2,299,015	25,720
	US Treasury Bill 912797JU2	2/1/2024	8/1/2024	0.00%	5.00%	5,000,000	4,912,414	4,877,322	35,092
	US Treasury Bill 912797JY4	2/1/2024	5/28/2024	0.00%	5.15%	5,000,000	4,958,443	4,918,397	40,046
	US Treasury Bill 912797GK7	2/7/2024	8/8/2024	0.00%	5.09%	11,000,000	10,798,039	10,723,807	74,231
	US Treasury Bill 912797KLO	3/21/2024	9/19/2024	0.00%	5.17%	20,783,000	20,277,722	20,253,449	24,273
						65,510,000	64,473,178	63,891,344	581,834
US Bank Investments									
	Marina Abrams B 2006	11/15/2006	11/15/2036	N/A	4.92%	450,897	450,897	450,897	-
	US Bank COPS 2022	5/1/2022	5/1/2047	N/A	4.76%	10,392,302	10,392,302	10,392,302	-
						10,843,199	10,843,199	10,843,199	-
Citizens Bank LPL - x1647									
	US Treasury Bill - 912797KK2	3/14/2024	9/12/2024	0.00%	5.24%	2,052,000	2,004,231	1,999,785	4,446
	US Treasury Bill - 912797KA4	3/12/2024	2/20/2025	0.00%	4.96%	2,094,000	2,002,785	1,999,636	3,150
	US Treasury Bill - 912797KA4	3/15/2024	2/20/2025	0.00%	4.94%	5,000,000	4,782,200	4,778,622	3,578
	US Treasury Bill - 912797KA4	3/20/2024	2/20/2025	0.00%	5.03%	5,233,000	5,005,051	4,999,358	5,693
	US Treasury Bill - 912797KA4	3/21/2024	2/20/2025	0.00%	4.98%	232,000	221,894	221,772	122
	Transfer in transit - to purchase an investment					5,000,000	5,000,000		
						19,611,000	19,016,161	13,999,172	16,989
TOTAL INVESTED						160,270,747	158,639,086	153,040,263	598,823

Checking and LAIF accounts for the City of Marina and the Successor Agency are registered and accounted for in the separate names.

City of Marina

Pg. 2 of 2

To: Honorable Mayor and City Council Members

From: Roger Sattoof, Financial Analyst

RE: Investment Report for **Successor Agency** Funds
Quarter Ended March 31, 2024

INVESTMENT SUMMARY:

<u>Institution</u>	<u>Market Value</u>
Chase Checking Account	\$ 134,076
Local Agency Investment Fund (LAIF)	\$ 4,926,332
US Bank Successor Agency Bonds	\$ 3,487,338
Total	\$ 8,547,746

Cash not earning interest	\$	134,076
Non earning cash as a percentage of total cash		2%

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the Successor Agency's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646)

Laura Pruneda, Finance Director



Roger Sattoof, Financial Analyst

CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY
INVESTMENT REPORT
Quarter Ended March 31, 2024

Successor Agency
Pg. 1 of 2

EXHIBIT A-2

INVESTMENT DETAIL:

Institution	Description	Purchase		Coupon	Rate (%)	Face	Book Value	Market Value
		Date	Maturity					
Local Agency Investment Fund (LAIF)	65-27-003	N/A	N/A	N/A	4.12%	4,926,332	4,926,332	4,926,332
Chase Checking	273582921	N/A	N/A	N/A	0.00%	134,076	134,076	134,076
US Bank - x0817	2018 Series A&B Bonds	9/1/2018	9/1/2038	N/A	4.96%	1,124,103	1,124,103	1,124,103
US Bank - x0508	2020 Series A&B Bonds	9/1/2020	9/1/2040	N/A	4.95%	1,019,167	1,019,167	1,019,167
US Bank - x0006	2023 Series A&B Bonds	9/1/2023	9/1/2043	N/A	4.75%	1,344,068	1,344,068	1,344,068
Total Trustee Accounts						3,487,338	3,487,338	3,487,338
TOTAL INVESTED						8,547,746	8,547,746	8,547,746

Checking and LAIF accounts for the City of Marina and the Successor Agency are registered and accounted for in the separate names.

Successor Agency

Pg. 2 of 2

To: Honorable Mayor and City Council Members

From: Roger Sattoof, Financial Analyst

RE: Investment Report for **Enterprise** Funds
 Preston Park Sustainable Community Non-Profit Corporation & Abrams B Non-Profit Corporation
 Quarter Ended March 31, 2024

INVESTMENT SUMMARY:

<u>Institution</u>	<u>Description</u>	<u>Purchase</u>				<u>Face</u>	<u>Book Value</u>	<u>Market Value</u>
		<u>Date</u>	<u>Maturity</u>	<u>Coupon</u>	<u>Rate (%)</u>			
Bridge Bank	Preston Park - Capital Reserve Account x9858	N/A	N/A	N/A	4.85%	\$ 10,938,336	\$ 10,938,336	\$ 10,938,336
Bridge Bank	Abrams Park - Trust Account Reserve - x7070	N/A	N/A	N/A	1.00%	\$ 1,766,335	\$ 1,766,335	\$ 1,766,335
Bridge Bank	Abrams Park - Trust Account Reserve - SD x3061	N/A	N/A	N/A	1.00%	\$ 1,017,949	\$ 1,017,949	\$ 1,017,949
						\$ 13,722,620	\$ 13,722,620	\$ 13,722,620

Cash not earning interest	N/A
Non earning cash as a percentage of total cash	N/A

Laura Pruneda, Finance Director



Roger Sattoof, Financial Analyst

ORDINANCE NO. 2024-04

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA
AMENDING MARINA MUNICIPAL CODE (MMC) SECTION 17.62.090.A
TO ALLOW A TERM OF TWO YEARS FOR TREE COMMITTEE
MEMBERS.**

1. During the COVID-19 pandemic, the City temporarily discontinued or combined certain City committees and boards, including transferring the duties and obligations of the Tree Committee to the Planning Commission.

2. On August 16, 2022, the City Council adopted Resolution No. 2022-11, directing staff to reconstitute the Tree Committee. On February 7, 2023, the City Council adopted Resolution No. 2023-11 appointing the membership of the Tree Committee for a one-year term. On November 21, 2023, the City Council adopted Resolution No. 2023-126 extending the term of the sitting Tree Committee for another year, expiring on January 1, 2025.

3. The proposed amendment will codify a two-year term for the Tree Committee beginning January 1, 2025, and allow for a more reliable, efficient, and effective process for the review of Tree Removal permits and other Committee tasks as needed.

4. The City Council reviewed the proposed amendments and considered the recommendations of the Planning Commission and held a duly noticed public hearing on April 16, 2024.

5. 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, Article 5, Section 15378 because the proposed ordinance will not, either directly or indirectly, result in 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 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 exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15378.

SECTION 3. The City Council hereby adopts the ordinance amendments as follows noting that ~~strike through~~ and underlined sections refer to those that are recommended for deletion or addition, respectively:

Chapter 17.62

TREE REMOVAL, PRESERVATION AND PROTECTION

17.62.010 Purpose and intent.

A. The city recognizes that the maintenance and new growth of healthy trees facilitates drainage, combats soil erosion, reduces global warming, adds real property and aesthetic values, and provides habitat for wildlife. To enhance the beauty of the city, while at the same time recognizing individual rights to develop private property, the city council adopts this chapter, establishing basic standards and measures to preserve and maintain existing trees and to encourage new tree planting.

B. It is the intent of the city by the adoption of these regulations to limit and restrict the removal of healthy and desirable trees in the city. However, regarding single-family residential properties which cannot be further subdivided, the intent is to limit and restrict only the removal of landmark trees.

...

17.62.090 Tree committee.

The committee members shall be appointed and the committee shall operate according to Chapter [2.12](#) and in the following prescribed manner:

A. The committee shall be established and appointed by the city council for a term of two years ~~on an annual basis~~ by a majority vote of the city council upon a recommendation from the planning commission.

B. The committee shall consist of five members plus one alternate as follows:

1. *Members 1 through 3.* At least three committee members shall be members of the public-at-large. One public-at-large member may reside outside the city. All other public-at-large members shall be residents of the city. All public-at-large members should preferably have a background, or some knowledge, of planning, landscaping, and/or trees, or any related field.

...

SECTION 5. 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 6. The City Manager is directed to execute all documents and to perform all other necessary acts to implement this Ordinance.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

I HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance introduced at a regular city council meeting held on April 16, 2024, and passed and adopted by the City Council of the City of Marina at a regular meeting duly held on May 7, 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

AN ORDINANCE OF THE CITY OF MARINA TO AMEND TITLE 8,
ARTICLE OF THE MARINA MUNICIPAL CODE TO ADD CHAPTER 8.70
PUBLIC NUISANCE.

-oOo-

1. The Community Development Department (CDD) for the City of Marina (City), through its regular use and implementation of the Marina Municipal Code (MMC), discovered that Public Nuisance Ordinance (PNO) has not been established.

2. Through this amendment, the City seeks to modernize the MMC and create a process to abate blighted properties and nuisance conditions on public and private properties that is in common with other California municipalities.

3. The amendment will give staff, including the new Code Enforcement Officer, an enforcement tool to address blighted properties and nuisances in the City.

4. The proposed PNO will use the administrative citations in Section 1.12.050 for properties in violation of the code and cost recovery will be provided for abatement actions. No change to the adopted fee schedule is required to accommodate this amendment to the MMC.

5. The City Council desires to amend the MMC to promote the health, safety, and general welfare of the public by requiring a level of maintenance of private and public property that is not currently in the MMC.

6. The proposed ordinance adds new Chapter 8.70 (Public Nuisance), to MMC Title 8, Health and Safety of the MMC.

7. The Planning Commission held a duly noticed informational item on the Ordinance amendment on January 25, 2024.

8. The City Council held a duly noticed public hearing on the Ordinance amendment on April 16, 2024.

9. 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. Because the proposed action merely updates the Municipal Code to provide additional methods for the City to abate public nuisances, there is no possibility that the activity

in question may have a significant effect on the environment. Therefore, the adoption of this ordinance is exempt from CEQA, and no further environmental review is necessary.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES
ORDAIN AS FOLLOWS:**

SECTION 1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. The City Council hereby amends the MMC to add Chapter 8.70, as follows:

**Chapter 8.70
PUBLIC NUISANCE**

Sections:

8.70.010 Purpose.

8.70.020 Definitions.

8.70.030 Property owner duty to abate nuisance.

8.70.040 Enforcement responsibility – Delegation of authority.

8.70.050 Nuisance defined.

8.70.060 Unlawful nuisance on public property.

8.70.070 Right of entry.

8.70.080 Declaration of public nuisance.

8.70.090 Notice to property owner of abatement of nuisance.

8.70.100 Appeal procedure--Administrative hearing.

8.70.110 Abatement by city manager upon default of property owner.

8.70.120 Hearing Officer's decision final -- Judicial review.

8.70.130 Summary specific abatement – Imminent danger.

8.70.010 Purpose.

The purpose of this Chapter is to promote the health, safety, and general welfare of the public by requiring a level of maintenance of residential, commercial, and industrial property which will protect and preserve the livability, appearance, and social and economic stability of the city and which will also protect the public from the health and safety hazards and the impairment of property values which results from the neglect and deterioration of property.

This chapter is not intended to be applied, construed, or given effect in a manner that imposes upon the city, or upon any officer or employee thereof, any duty towards persons or property within the city or outside of the city that creates a basis for civil liability for damages, except as otherwise imposed by law.

8.70.020 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- A. “Abatement costs” means all specific abatement costs, including reasonable reinspection fees prescribed by city council resolution, administrative and incidental expenses. “Incidental expenses” includes, but is not limited to, personnel costs, both direct and indirect, costs incurred in inspecting the property, in documenting the nuisance, the actual expense to the city for the preparation of notices, preparation of specifications and contracts for abatement and the inspection of the work, the costs of printing and mailings required hereunder, and attorneys’ fees pursuant to Cal. Gov’t Code § 38773.5.
- B. “Administrative order” means specific conditions imposed on the property owner by the city manager as a condition of continued operation or occupancy of the property. Administrative orders shall be reasonably calculated to resolve the nuisance condition and may include, but are not limited to, modification of management practices and the physical character of the property.
- C. “Attractive nuisance” means property which is in an unsecured state to potentially constitute an attraction to children or other unauthorized persons, or to enable persons to resort there for the purpose of committing a nuisance or unlawful act.
- D. “Building/structure” means any structure, including but not limited to any house, garage, duplex, apartment, condominium, stock cooperative, mobile home, fence, wall, temporary structures, or other residential structure, and any commercial, industrial, or

other establishment, warehouse, kiosk, or other structures affixed to or upon real property used for the purpose of dwelling, business, storage, or other activity.

- E. “City manager” shall mean, for the purposes of this code, the City manager and as necessary in consultation with the Community Development Director, Fire Chief, the Building Official, and / or the Chief of Police.
- F. “Commercial establishment” means a for-profit, nonprofit, or not-for-profit organization or institution offering goods or services to the public on a retail, wholesale or charitable basis including mail order, television, radio, Internet and other electronic or light beam impulse device, merchandiser, or service provider.
- G. “Common area” means an entire common interest development as defined in Cal. Civ. Code § 1351, except the separate interests therein.
- H. “Homeowners’ association” means any California corporation, nonprofit mutual benefit corporation or unincorporated association created for the purposes of controlling, managing, or maintaining the common areas of a common interest development defined in Cal. Civ. Code § 1351.
- I. “Person” means any individual, firm, partnership, corporation, association or any other organization or entity, however formed. “Person” also includes any public entity or agency that acts as a property owner in the city, other than the City of Marina.
- J. “Property” means all residential, industrial, commercial, and other real property, including but not limited to front yards, side yards, rear yards, driveways, walkways, alleys, private parks, private parklets, common areas and sidewalks, and shall include any building, wall, fence, or other structure, whether fixed or moveable, located on such property.
- K. “Property owner” means any person, whether individual(s) or legal entity(ies), having legal record ownership of the subject property, or effective possession or control of the property, or the person(s) having responsibility for maintenance or management of the subject property, including but not limited to fee owners, lessees, occupants and homeowners’ associations. A homeowners’ association or a property management company which exercises control or management over a common area shall be deemed a property owner of such common area.

- L. “Specific abatement” includes, but is not limited to, closure of all business activity, vacating of the premises, imposition of administrative orders, revocation of business application and occupancy permits, demolition, removal, repair, maintenance, construction, reconstruction, replacement or reconditioning of structures, appliances or equipment; removal, transportation, disposal and treatment of waste and abandoned materials and equipment capable of attracting or harboring rodents or insects or producing odors or blight.
- M. “Substantial abatement” means continuous and consistent progress made by, or caused by, the property owner toward abatement of the conditions described in the abatement notice, which is commenced within the time for abatement stated in the notice and which is reasonably calculated to achieve full abatement in the near future.

8.70.030 Property owner duty to abate nuisance.

- A. Every owner of real property within the city shall manage their property in a manner to avoid violation of this code. The property owner shall be liable for violations thereof regardless of any contract or agreement with any third party regarding the property. When there are multiple property owners, the property owners shall have joint and several liability.
- B. Every property owner in the city is required to conduct all activities in a manner to avoid violation of this code and to correct any nuisance condition.
- C. It shall be the duty of every property owner to keep all parcels of land under the property owner’s possession or control, free of nuisance conditions.

8.70.040 Enforcement responsibility – Delegation of authority.

The city manager or their designee is charged with the responsibility for the enforcement of this chapter. All city employees with enforcement responsibilities are authorized to make such inspections and take any actions on behalf of the city manager as may be required to enforce the provisions of this chapter.

8.70.050 Nuisance defined.

The existence of any one or more of the following conditions or activities on any property is a public nuisance for the purposes of this chapter. In addition to the conditions and activities identified herein, any condition or activity defined as a public nuisance in the Marina Municipal

Code is a nuisance for the purpose of this chapter and may be abated pursuant to the provisions of this chapter.

A. Abandoned Building or Structure.

1. A building or structure which is not being inhabited, occupied or used and which is unsecured. For the purposes of this chapter, a building or structure is unsecured when the public can gain entry without the consent of the owner.
2. A partially constructed, reconstructed, burned, or demolished building or structure upon which work is abandoned. Work is deemed abandoned when there is no valid and current building or demolition permit or when there has not been any substantial work on the project for a period of six (6) months or more.

B. Attractive Nuisance. Property which is in an unsecured state so as to potentially constitute an attraction to children or other unauthorized persons, or so as to enable persons to resort thereto for the purpose of committing a nuisance or unlawful act.

C. A building or structure which is in a state of disrepair such that any one or more of the following conditions is found to exist thereon:

1. Exterior wall and/or roof coverings which have become deteriorated and do not provide adequate weather protection, resulting in termite infestation and/or dry rot.
2. Broken or missing windows or doors which constitute a hazardous condition or a potential attraction to trespassers.
3. Building exteriors, walls, fences, signs, retaining walls, driveways, walkways, sidewalks, or other structures on the property which are burned by at least 25% of the gross floor area, broken, deteriorated, or substantially defaced, to the extent that the disrepair is visible from any public right of way or visually impacts neighboring public or private property or presents an endangerment to public safety.
4. Occupied buildings whose doors or windows are boarded up or covered with tarps or similar opaque material, except as otherwise directed or approved by the city manager or designee.
5. Materials such as tarps or similar nonpermanent articles on roofs for more than 30 days, except as otherwise directed or approved by the city's city manager or designee.

6. Unoccupied buildings which are unsecured.
7. Any violations of California Health & Safety Code § 17920.3 (Substandard building; conditions).

D. Property Inadequately Maintained.

1. Overgrown, diseased, dead, or decayed trees, weeds, vegetation, or dilapidated structures that:
 - a. Harbors rats, vermin, or other vectors for disease; or
 - b. Substantially detract from the aesthetic and property values of neighboring properties; or
 - c. Obstruct public right-of-way or sidewalk or obscure the necessary view of drivers or pedestrians on public streets or private driveways; or
 - d. Constitute a fire hazard or other condition that is dangerous to the public health, safety, or welfare.
2. Solid waste, which includes “garbage,” “refuse” and “rubbish” and all “solid waste” as additionally may be defined in this Code, constitutes blight and blighted property in the following situations:
 - a. The accumulation of solid waste is visible from a street or public right-of-way, is not enclosed in a city-approved container, and is present for more than seventy-two (72) consecutive hours; or
 - b. The accumulation of solid waste is being stored or disposed of in a manner that would allow the material to be transported by wind, into the ground or groundwater system, or otherwise onto or upon any public street, public right-of-way, or neighboring property, unless the method of storage or disposal is specifically allowed by this Code; or
 - c. Accumulation of garbage, litter, bins, boxes, construction debris, bags, dirt, used motor oil, or other debris; or
 - d. Broken or discarded furniture, household furnishings, appliances, equipment, or other items intended for inside use; or

- e. Washers, dryers, refrigerators, freezers or other appliances or similar items on the property that is viewable from the public right-of-way; or
 - f. Junk, trash, shopping carts, salvage materials, scrap metal, bottles, cans, wire, paint cans, or other debris kept on the property except recycling materials contained in an enclosed non habitable structure or appropriate container; or
 - g. Fuel tanks, storage tanks or cylinders for any type of liquid, vapor, or gas, or other such containers which are not in an approved and enclosed structure, connected to a gas appliance or attached to a recreational vehicle, camper, or camping trailer; or
 - h. Attractive nuisances or any dangerous machinery or conditions including, but not limited to, abandoned, broken or neglected equipment, tools, and vehicle repair equipment; or
 - i. The storage of construction materials on a construction site for more than 30 days where there is no ongoing construction activity.
3. Any swimming pool, pond or other body of water which is abandoned, unattended, unfiltered, or not otherwise maintained, resulting in the water becoming polluted or becoming a breeding ground for mosquitos. Polluted water is defined for the purpose of this chapter, as water which contains organic growth, including algae, remains of rubbish, refuse, debris, papers, and any other foreign matter or materials, which, because of its nature or locations, constitutes an unhealthy or unsafe condition.

E. Any fire hazard as defined in California Code of Regulations Title 19, Division 1.

8.70.060 Unlawful nuisance on public property.

It shall be unlawful for any property owner to maintain or to allow to be maintained property for any purpose so as to create any of the following conditions on adjacent or contiguous public property:

- A. The discarding of furniture, appliances, containers of used motor oil, car batteries, tires and other household waste upon a public street, right-of-way or other public property;
- B. The depositing or spilling of debris, including trash, paper, wood, plant cuttings and other vegetation onto the public right-of-way or other public property;
- F. The depositing of mud, dirt, sand, gravel, or concrete onto the public right-of-way;

- G. The existence of any condition or use which unlawfully obstructs the free passage or use of any public right-of-way, street, or sidewalk; and
- H. Newspaper and magazine racks, stands or boxes that are in disrepair with broken or missing doors, or broken glass, deteriorated exterior, or defaced with graffiti, or stickers.

8.70.070 Right of entry.

In the event that the property owner fails to consent to the City entering their property for the purposes of inspecting and/or abating a nuisance under this chapter, the City may obtain a warrant, to the extent legally required, from any court having jurisdiction if cause exists pursuant to Code of Civil Procedure Section 1822.52 to issue said warrants.

8.70.080 Declaration of public nuisance – Remedy by civil penalty or infraction citation

- A. Any property found to be maintained in violation of Section Sections 8.70.050 or 8.70.060 is hereby declared to be a public nuisance and may be abated pursuant to the procedures set forth in this chapter. The procedures for abatement set forth in this chapter shall not be exclusive and shall not in any manner limit or restrict the city from enforcing other city ordinances or abating public nuisances in any other manner provided by law including citations for infractions or civil penalties.
- B. Property nuisances determined pursuant to this chapter may be remedied by an infraction citation as provided in Chapter 1.08 (Code Violations – Penalties) or by civil penalties as provided in Chapter 1.12 (Administrative Fines). Whenever civil penalty citations are used to remedy nuisances, the procedures of Section 1.12.050 shall apply. This includes the administrative hearing procedures in Section 1.12.090.

8.70.090 Notice to property owner of abatement of nuisance.

Whenever the city manager or their designee determines that property in the City is maintained as a nuisance as provided for in this chapter and that abatement of such nuisance is to be required, the city manager or their designee may:

- A. Provide written notice to abate to the property owner in the manner and in the form provided in this chapter.
- B. The notice shall state the proper street address of the subject property and should be served personally to the property owner or by certified mail, postage prepaid, return

receipt requested. Additionally, one copy of the notice shall be conspicuously posted on the property.

- C. The notice shall advise the property owner of a reasonable time limit in which the property owner shall take corrective action to remedy the nuisance. In no event shall the property owner be given less than seven (7) days, and no more than 60 days to take corrective action, except where there is an immediate threat to public health or safety when shorter notice may be prescribed pursuant to Section 8.70.130. The property owner must commence the corrective action requested in the notice within 30 days of the date of the notice. The City may waive the time limits of this subsection if a natural disaster, such as, fire, flood or earthquake interferes with the owner's ability to complete the corrective action within the specified time, or the work to be performed is inherently of a nature which cannot reasonably be completed within the time limits.
- D. The notice shall specify the section of law violated and state all the facts constituting the nuisance.
- E. The notice shall specify the corrective action required, including temporary corrective action when appropriate, and inform the property owner of City programs if available. The corrective action shall be such that it eliminates the adverse impact of the property on the neighborhood and/or eliminates the contribution of that property to the dilapidated or deteriorated appearance of the neighborhood as determined by the city manager or their designee.
- F. The notice shall advise the property owner that failure to correct the violation may result in the City's correcting the violation and collecting the charges by billing or by lien on the property.
- G. The notice shall advise the property owner of the right to file an appeal within 15 working days if the owner seeks to challenge the charge that a nuisance exists. Appeals shall be conducted in the manner provided for appeal of administrative fines in Chapter 1.12.
- H. The notice shall advise the owner they must either correct the violation or request an appeal in order to avoid City abatement and liability for cost of abatement.
- I. The notice shall advise the owner that failure to appeal shall constitute waiver of the right to an administrative hearing to contest the charge of nuisance.

- J. The notice shall indicate whether the city has elected to seek, as a part of abatement costs, reasonable attorneys' fees incurred in abating the nuisance. Such notice shall also state that if the city elects to seek reasonable attorneys' fees, the prevailing party may be entitled to seek reimbursement of reasonable and necessarily incurred attorneys' fees, provided any such fees awarded against the city shall not exceed the amount of reasonable attorneys' fees incurred by the city.

8.70.100 Appeal procedure--Administrative hearing.

The property owner may appeal the nuisance determination to the City by filing an appeal within 15 working days of the date of mailing of the notice to abate. The appeal shall identify the property and state the objections together with all material facts in support thereof. Nuisance determination appeals shall be conducted in the manner provided for appeal of administrative fines in Chapter 1.12.

8.70.110 Abatement by city manager upon default of property owner.

If abatement of the nuisance has not been commenced and prosecuted to completion with due diligence as required by the written hearing decision, the city manager, or their designee, shall forthwith abate or cause to be abated the nuisance upon the premises and the abatement cost thereof shall be billed to the property owner. Payment of the abatement cost shall be due within 30 days of the mailing date. A property owner has the right to appeal the cost of abatement within 15 working days, in the manner provided for appeal of administrative fines in Chapter 1.12. The full payment of the abatement must be paid prior to the appeal hearing. If the costs are lowered after appeal, then the City shall refund those amounts within 30 days of the decision.

8.70.120 Hearing Officer's decision final -- Judicial review.

The hearing officer's decision shall be final and shall only be subject to judicial review in the manner provided for judicial review of administrative fines in Section 1.12.100 and the Code of Civil Procedure Sections 1094.5 and 1094.6.

8.70.130 Summary specific abatement – Imminent danger.

- A. If the city manager or their designee determines that any nuisance constitutes an immediate threat of serious injury or harm to persons or property that is likely to occur during the pendency of abatement proceedings, such official may cause the condition to be summarily abated in accordance with the procedures set forth in this section.

1. Actions taken to specifically abate imminently dangerous property nuisances may include, but are not limited to, any specific abatement action determined by the city manager to be necessary.
2. Summary specific abatement actions taken by the city manager shall be fully documented prior to or contemporaneously with specific abatement. Documentation may include photographs or drawings of the condition, and a written statement by city staff, and/or other firsthand witnesses as to the circumstance, condition or occurrence constituting the nuisance.
3. Whenever the city manager determines that summary specific abatement is justified by an imminently dangerous condition, circumstance, or occurrence, the city manager shall, if practicable, give immediate written notice to the property owner and personal or written notice to the occupant of the premises as to the nuisance. If the property owner cannot be located or fails to take prompt appropriate action to abate the nuisance, the city manager may proceed to take abatement action authorized in this chapter to the extent necessary to remedy the immediate danger without further notice or right to a prior hearing.
4. No imminently dangerous building or property shall be abated by demolition unless the order is based on a competent declaration under penalty of perjury by the city manager or the building official, describing the specific conditions existing in the structure which justify the demolition.
5. Prior to any demolition as provided for in this chapter, the property owner may submit engineering or other information supporting preservation of the building rather than demolition. Such data or information shall be submitted to the city manager within five (5) working days after the declaration of substandard building is received by the property owner. The city manager shall have no duty to withhold demolition in an emergency situation.
6. Once summary specific abatement action has been completed, the property owner may appeal the need for abatement action, and/or the abatement cost, in the manner provided for appeal of administrative fines in Sections 1.12.090 and 1.12.100, within 15 working days after service, by certified mail, postage prepaid, of the statement of abatement cost. No abatement cost shall be assessed against a property owner under this section if the city hearing officer makes a finding, based on the objections and

protests, that the property owner did not create, acquiesce in, or allow to continue the nuisance which created the need for summary specific abatement or was otherwise not at fault.

7. The procedures provided in this section shall not apply in the circumstances of a disaster event as described in Section 2.20.020.

B. Nothing in this chapter shall prevent public safety officials from taking any and all actions in emergency situations they deem necessary or appropriate in order to protect the public health, safety and general welfare.

8.70.140 Collection of abatement costs.

Upon completion of the abatement work and appeal proceedings related to the report of costs served, if the property owner does not pay the abatement costs within the specified time, the city manager or their designee may either:

A. Pursuant to and in accordance with Government Code § 38773.1, cause a lien to be charged against the parcel. Once payment in full is received by the city, the city shall provide the record owner with a notice of satisfaction so they may record the notice with the County Recorder. Recordation of the notice of satisfaction shall cancel the city's lien; or

B. Pursuant to and in accordance with Government Code § 38773.5(a), cause a copy of the report of costs to be transmitted, together with a copy of the final decision (if applicable) confirming the same, to the County Treasurer-Tax Collector, who shall add the amount of abatement costs, or unpaid portion thereof, to the next regular tax bill as a special assessment, for the municipal purposes, against such parcel. The amount of the assessment shall be collected at the time and in the manner as ordinary municipal taxes. If such assessment is delinquent, the amount shall be subject to the same interest and penalties and procedure of foreclosure and sale provided for ordinary municipal taxes and the property may be sold after three years by the County Treasurer-Tax Collector for unpaid delinquent assessments. Notice shall be provided, by certified mail, to the property owner and shall be given at the time of imposing the assessment and shall specify that the property may be sold after three years by the County Treasurer-Tax Collector for unpaid delinquent assessments.

SECTION 6. The City Manager is directed to execute all documents and to perform all other necessary acts to implement this Ordinance.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

I HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance introduced at a regular city council meeting held on April 16, 2024, and passed and adopted by the City Council of the City of Marina at a regular meeting duly held on May 7, 2024, 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

ORDINANCE FINDINGS

General Plan Compliance

- 1) Consistency with General Plan Policy 2.3, paragraph 4: *Housing and Neighborhoods. Policies pertaining to the use of land for residential purposes are found in this section. Here can be found the policies and recommendations for accommodating projected population growth, providing housing to meet the needs of all income levels and of residents with special needs, and protecting and enhancing the quality of neighborhoods.*

Evidence: The addition of the proposed Public Nuisance Ordinance (PNO) will ensure that all property owners must keep a level of maintenance, which will protect the livability, appearance, and socioeconomic stability of the city as it grows.

- 2) Consistency with General Plan Policy 2.22: *The General Plan's housing and neighborhood policies and related programs have a dual function: to protect and enhance the quality of the City's existing housing stock and neighborhoods; and to accommodate a fair and reasonable share of the region's growth over the next 20 years. The latter function should take place in a manner which responsibly addresses a full range of concerns, among which are: [...] (3) concerns related to quality of life, including community appearance and housing and neighborhood stability; and (4) socio-economic concerns related to affordability of housing, community diversity, a balance of housing with local jobs, and the maintenance of a sound fiscal base for the community. [...]*

Evidence: The addition of an PNO will protect the current and future neighborhoods from health and safety hazards and the impairment of property values which results from the neglect and deterioration of property.

Marina Municipal Code (MMC) Compliance

- 1) Consistency with MMC Chapter 8.22 (Parking and Storage of Vehicles, Boats and Parts in Residential Areas), Finding and purpose: *It is found and determined that the parking and storage of vehicles, motor vehicles, trailers and boats and the parts thereof within the front and side yards of premises in residential areas within the city creates a condition which detracts from the appearance of residential neighborhoods and reduces the value of private property, promotes blight and deterioration, creates fire hazards, constitutes an attractive nuisance which creates a hazard to the health and safety of minors, and is injurious to the health, safety and general welfare.*

Evidence: The proposed ordinance will support this chapter that specifically addresses the blight and nuisance of parking and storage of vehicles in a way that detracts from the appearance of a residential neighborhood. The PNO expands the definition of blight and nuisance to include abandoned buildings or structures, other attractive nuisances on properties, buildings, or structures in a state of disrepair, properties inadequately maintained, and fire hazards. Further, the PNO also includes nuisance

conditions on public property such as dumping household items and obstructing the public right-of-way.

- 2) Consistency with MMC Chapter 12.28 (Graffiti): *The existence of graffiti tends to encourage other acts of malicious vandalism and may breed community discontent leading to other forms of criminal activity. The council finds and determines the graffiti is obnoxious and a public nuisance and that unless it is removed expeditiously from public and private property, it tends to remain. Other properties then become the target of graffiti with the result that entire neighborhoods are affected, and the entire community depreciates in value and becomes a less desirable place to live.*

Evidence: The proposed ordinance is consistent with this chapter's definition of a nuisance condition. Therefore, the proposed ordinance will expand the tools to abate it. Therefore, both the Graffiti chapter and the proposed ordinance protect the livability, appearance, and socioeconomic stability of the city.



DATE: APRIL 18, 2024
TO: MARINA CITY COUNCIL
FROM: PLANNING COMMISSION INTERVIEW PANEL
SUBJECT: RECOMMENDATION FOR APPOINTMENTS

On January 26, 2024, and February 2, 2024, interviews were held to fill three (3) vacancies on the Marina Planning Commission. On February 21, 2024, the City Council approved the appointment of Jennifer McAdams, Audra Walton and Galia Baron. On March 28, 2024, Jennifer McAdams was appointed to the City Council and therefore left a vacancy on the Planning Commission. The interview panel reviewed the scoresheets from the previous interviews and makes the following recommendation.

We, the undersigned members of the Planning Commission Interview Panel, hereby make the following recommendation to the City Council for consideration to fill Two (2) seats based on interviews conducted on January 26, 2024, and February 2, 2024.

ONE APPOINTMENTS, TERM EXPIRING FEBRUARY 2026.

1. Richard St. John

2. Paul Cheng



Bruce C. Delgado
Mayor

4/30/24

Date

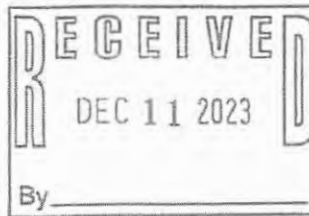


Kathy Biala
Council Member
Planning Commission Liaison

4/18/24

Date

City of Marina



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1278; FAX 831- 384-9148
www.cityofmarina.org

CANDIDATE FOR PUBLIC SERVICE APPOINTMENT

Office Use Only

Received On: _____

Interview Date: _____

Registered Voter: Yes

☐ Approved ☐ Denied

Application Valid Thru _____

Committee/Commission Applying for: Planning Commission

Section A - General Information

Name (last, first, middle): St. John, Richard H.

Home Address (address, city): [Redacted] Marina

Home Phone: [Redacted] Business Phone: — Fax Number: —

E-Mail: [Redacted]

Employer: (Retired) Address: _____

Section B - Residency

Length of Residency in the City of Marina: 3 (yrs.) Length of Residency in Monterey County 3 (yrs.)

Are you a registered voter in Marina? ☒ yes ☐ no

Section C - Questionnaire

How many hours can you devote to the Commission / Committee per month? 100 (hrs.)

**Please include years or period of membership or service below.*

If additional space needed, please feel free to attach additional pages to application.

1) Educational Background: BS Electrical Engineering ; MS Electrical Engineering

2) Occupational Experience: Electronics Engr Texaco (now Chevron) 3 yrs
40+ years Parsons / Worley Parsons Project Engineer advancing to Manager of
Projects for operations in Saudi Arabia & Bahrain

3) Professional or technical organization memberships: Registered Professional Engineer,
Texas, Retired

211 Hillcrest Avenue
Marina, California 93933
(831) 884-1278 (831) 384-9148 (fax)

4) Civic or Community experience, group memberships, or previous service appointments: _____

Planning Commissioner, Marina, 2021-2023 (current)

Board of Directors, Sea Haven HOA, 2021 - current

5) Experience and or knowledge pertaining to the area of interest: Extensive experience in

project management / team leadership for mid-to-large / mega capital
and revamp projects from conceptual design through engineering, procurement,
construction and program management

I hereby place my signature below which constitutes that the information on this form are true and correct.


Signature

12/11/2023
Date

211 Hillcrest Avenue
Marina, California 93933
(831) 884-1278 (831) 384-9148 (fax)

City of Marina



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831-884-1278; FAX 831-384-9148
www.cityofmarina.org

Verification of Voter Registration

I, Richard H. St. John, hereby declare that I am a registered voter in the City of Marina at the address indicated below and that the following information is true and correct:

(Please Print or type)

Name: Richard H. St. John

Address: [REDACTED]

City: Marina, CA 93933 Marina, California 93933

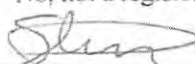
Phone Number: (home) [REDACTED] (work) -

Fax Number (if any): -

Email Address: [REDACTED]

Dated this 11 day of December, 2023.

Signature: [REDACTED]

Monterey County Elections Department	
☒	Yes, registered voter of Marina
☐	No, not a registered voter of Marina
	
Signature of MCED Verifying	

211 Hillcrest Avenue
Marina, California 93933
(831) 884-1278 (831) 384-9148 (fax)

Contact:



Richard H. St. John, Jr. P.E.
Program / Project Director

Resume

SUMMARY

Over 40 years of experience in project management of mid-to-large / mega capital and revamp projects for chemical, refining, power, mining, infrastructure, oil and gas business sectors. Experience includes all aspects ranging from conceptual design and front-end loading, through engineering, procurement, construction, and program management. Career assignments range in increasing levels of responsibility from design engineer, project engineer, engineering manager project manager and Manager of Projects for Saudi Arabia and Bahrain. Assignments include both domestic and foreign, residency in PMC design offices as well as construction sites, with over nine years spent in residence in Saudi Arabia, one year resident in China, and brief periods in Nigeria and Aruba. Trademark qualities focus on establishing and maintaining harmonious client and contractor relationships and team leadership to achieve acceptable project delivery results, including proactive problem solving to safely deliver the project meeting all key project indices.

EXPERIENCE

2014 – Present Semi-retired – minor consultations

2011 – Nov 2013 **Manager of Projects, WorleyParsons Arabia; Saudi Arabia & Bahrain**

Member of global project delivery management team responsible to provide consistent, sustainable and effective management direction for all projects within Saudi Arabia and Bahrain locations to ensure successful project delivery, continuing improvement in capability and career progression and training for the project management and project engineering disciplines. Reporting staff includes, in addition to all Project Directors, PM's and PE's, the department managers of Construction, Contracts & Procurement, Project Controls, Documentation and Proposals. TIC capital value of projects under my direction averaged US\$ 25B each year, and averaging US\$ 10B each year in completed works. Representative projects include Ports, Rail, Infrastructure, Phosphate mining and processing, Chemicals, Power Plants, Refining, Alumina, and others. *Note: this position was eliminated at end of 2013 due to downsizing market conditions.*

1992 - 2010 **Principal Project Director, WorleyParsons, Al Khobar, Saudi Arabia**

Ma'aden –Phosphate Project, Saudi Arabia, 2006-2010. Includes worlds largest phosphate mine and supporting facilities in a remote northern province of Saudi Arabia (Al Jalamid) and Chemical Plants to make DAP fertilizer for export, plus supporting infrastructure and port facilities in a new industrial city of Ras Az Zawr in the eastern province on the Arabian Gulf, interconnected by a new 1400 km railroad. WorleyParsons responsibilities are PMC for the entire Phosphate and Infrastructure projects (excluding railroad), as well as detail design and construction management for all non-process facilities. My role began as Project Manager for the Ammonia Plant and moved to Projects Manager for all facilities located at the Al Jalamid mine site. The Phosphate Mine and Beneficiation Plant will process 12 M tpy ore and ship 5 M tpy phosphate concentrate by rail making it the largest phosphate mine in the world. Included at the Al Jalamid site is a Simple Cycle Power Plant, simple cycle comprised of 3 x GE Frame 5 Gas Turbines and all associated BOP necessary for operation in an island mode. The chemical plants at Ras Az Zawr are each the worlds largest when completed, and include a Phosphoric Acid Plant, three trains, each 1,460 tpd; a Sulphuric Acid Plant, three trains, each 4,500 tpd; an Ammonia Plant, single train, 3,300 tpd; and a Diammonium Phosphate Plant, four trains, total 3 M tpy. The DAP production will be 20% of world export. Also included at the Ras Az Zawr site is a Power Desalination Plant rated at 180 MW, connected to the grid. My involvement included FEED, EPC, commissioning and startup with

Contact:



Richard H. St. John, Jr. P.E.
Program / Project Director

Resume

approximately 2 years spent in residence at the construction jobsite. (Mega project TIC >\$4.5 B including Al Jalamid remote site of > \$800M).

Projects under Parsons E&C

China National Offshore Oil Corp (CNOOC) – 2005-2006. Project Management Team (PMT) Project Manager responsible for management of an Integrated Project Management Team (IPMT) for Phase 1 Basic Engineering Design & FEED and Phase 2, Engineer Procure and Construct (EPC) for a 12 million tons/year grass roots refinery in Huizhou, Guangdong China consisting of 16 process units plus all related utilities and infrastructure. Process units included **Crude Distillation Unit, Fluid Catalytic Cracking Unit, Alkylation Unit**, as well as others. All BED, FEED and EPC contracting (except for some licensor packages) were to Chinese contractors. My assignment was Deputy Project Dir & Construction Manager including participation in FEED and EPC tendering in Beijing China, prior to relocation to the jobsite in Daya Wan, Guangdong China. (TIC >\$2.5 B).

ExxonMobil – Mobil Producing Nigeria, Project Manager, FEED, Qua Ibo Terminal Gas Flare Elimination Project, Nigeria, 2004-2005. providing Control Systems on-shore scope plus 110 miles of offshore pipelines and integration into Oso offshore platforms. Temporary assignment in Nigeria at design offices and jobsite. (TIC \$350 M).

Jubail Chevron Phillips (JCP) – JCP Project, Petrochemical Complex, Jubail Saudi Arabia, 2002-2004. FEED and PMC for Ethylene & EB/SM plants plus debottlenecking existing facilities. OSBL includes expansion of facilities at Port and expansion of Aramco feedstock facilities plus pipeline. (\$1B) Assignment: Engineering Manager; FEED and PMC.

AES Corporation – Granbury, TX, 2002. JV EPC for Wolf Hollow **Combined Cycle Power Project**, 750 MW including 2 Mitsubishi M501G Gas Turbine Generators, 2 Heat Recovery Steam Generators and 1 Steam Turbine Generator. Assignment included management of the design office prior to transfer to the jobsite. (TIC >\$350 M).

ExxonMobil Development – Saudi Arabia Gas Initiative Core Venture 1 and 3 Projects, 2001. Project Manager during Pre-FEED stage assigned to perform early assessment of Middle East construction contractors, evaluating their abilities to participate in multi-billion dollar capital projects for gas, liquids, power and water desalinization.

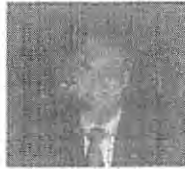
American Acryl – Bayport, TX, 2001. Contracts Manager for LS EPC grassroots Acrylic Acid Plant. Assignment included design office responsibilities followed by relocation to the construction site to manage subcontractors. (\$200M).

Petrokemya – Olefins III Plant Project, Jubail, Saudi Arabia, 1998-2000. Ethylene 800MTA, Propylene 500MTA, Benzene 120MTA; Engineering, Procurement, Construction Management; OSBL Project Manager for design; Field Engineering Manager for all construction; EPCM partners with Mitsui Engineering and Shipbuilding Co. Assignment included management of design office followed by 2 year assignment to the Jubail jobsite for all field engineering, commissioning and start-up. (TIC \$1 B).

Tengizchevroil – Kazakhstan, 1998. Second Generation Project (SGP) Conceptual development project (pre-FEED) for a very large oilfield in a remote region of Kazakhstan bordering the Caspian Sea. Engineering Manager and Deputy Project Director, responsible for 6 breakthrough teams, including Site

Contact:

Richard H. St. John, Jr. P.E.
Program / Project Director



Resume

AB Chemical. Liquid fuels conversion of gas fired boilers including EPC of dock facilities, pipeline, storage tanks, boiler modifications, and control room changes.

Texas City Refining – Texas City, TX. Reformer unit revamp including EPC of additional reactor capacity and new effluent separation section.

1970 - 1976

Project Engineer, SIP Inc (purchased by RM Parsons Co.)

Murphy Oil – Meraux, LA. 12,000-BPD ROSE Unit (Residuum Oil Supercritical Extraction) unit including engineering, procurement, and construction.

Texas City Refining – Texas City, TX. 11,000 BPD Visbreaker unit and offsites including engineering, procurement, and construction. Revamp of existing 10,000-BPD Visbreaker unit including EPC of new charge heater and absorber section. Addition to existing Amine/Sulfur Recovery unit to handle increased capacity of sour gas from new Visbreaker.

Various projects. Materials handling system for special polyethylene products; linear polyolefin debottlenecking process; upgrading of NASA process control system of several environmental test chambers. Special polymer plant including utilities, process, packaging, and storage. Propylene distribution facilities including computer controlled unloading to underground storage cells and transfer from storage to remote plant operating units. Solvent vinyl resins expansion including equipment for increased production, reduction of energy and water pollution, and correction of safety and environmental concerns. Energy systems support project including cooling tower expansion.

Shell – Deer Park, TX. EPC for computerized control center monitoring of all utilities in refinery and chemical plant complex.

ARCO – Bayport, TX. EPC LDPE Low density polyethylene process debottlenecking facility with 12" extruder.

Conoco. Joint venture project including engineering, procurement and construction for Amine unit, Sour Water Stripper unit, and site preparation for Sulfuric Acid plant. Offsites responsibilities included sulfuric acid handling and storage and emergency caustic system.

Texas City Refining – Texas City, TX. EPC Reconstruction of 11,000-BPD Reformer unit and Propylene Purification unit after extensive fire and explosion damage.

1969

Project Engineer, American Science & Engineering, Offshore Gulf of Mexico

Consulting engineer and stress inspector for large diameter offshore gas pipeline.

1966 - 1969

Electronics Engineer, Texaco, Bellaire, TX

Design of digital equipment for use with field recording and office processing of seismic data for Texaco Exploration & Production. Duties included interface with field seismic teams, both on and offshore, and with research lab and geophysical office.

Contact:



Richard H. St. John, Jr. P.E.
Program / Project Director

Resume

Selection, Technology Selection, Logistics, Modularization, Utilities & Infrastructure, and Standards & Specifications. (>\$1 B).

Amoco Chemical Co. – Pasadena TX, 1996-1997. FEED, Engineering, Procurement and Construction for expansion of Linear Alpha Olefins Plant, including Construction Manager role at the jobsite. (TIC >\$50 M).

Coastal Corp. – Aruba, 1994-1995. Engineering, procurement and construction follow-up for **Saturate Gas Plant, Amine Treater, and Merox Unit** located at design office and construction site (\$100M).

Hoechst Celanese - Clear Lake, TX, 1993-1994. FEED, engineering, procurement and construction support for 50% expansion of Carbon Monoxide Unit and Acetic Acid Unit Aldehyde Removal addition. PM assignment included construction management at the jobsite. (TIC \$65 M).

Diamond Shamrock - Three Rivers, TX, 1992-1993. Engineering, procurement and construction follow-up at the jobsite for **25,000-BPD Hydrocracker and 25,000-BPD Fractionation Unit** (\$100 M).

1981 - 1992

Senior Project Manager, Parsons E&C

Shell – Deputy Project Director for MSI partnering projects. A three year assignment with responsible for directing FEED development, engineering, procurement, and construction management activities of project managers and resident construction managers on multiple projects and multiple sites with total accountability for project cost, schedule, quality, and safety. Projects varied from refinery upgrades and expansions for **Crude Units, Fluid Catalytic Cracking Units, Alky Units, Reformers, Hydrocrackers**, major utilities, to chemical plant expansions and upgrades, as well as upstream oil and gas projects. I was directly responsible for all projects for Shell USA west of the Rocky Mountains.

Shell Western E&P – Houston Central Plant, Houston, TX. Project Manager, Liquid Products facilities for new sales pipeline requirements to distribute liquid ethane, propane, butane, and pentane to multiple users. Included engineering, procurement and construction management services. (\$100M).

CITGO Petroleum – Lake Charles, LA. Amine unit expansion including engineering and procurement for new stripper train.

Texas City Refining – Texas City, TX. Amine unit revamp, including engineering, procurement, and construction to replace existing equipment and piping for stress corrosion, and to debottleneck unit.

Shell Western E&P – Cortez, CO. CO₂ facilities including FEED, engineering, procurement, field follow-up, and startup for grass roots MOQUI site, including well-heads, flow lines, separation, drying, compression, and production pipeline to gathering system. Project also included Debottlenecking 50% increase in gas plant capacity and DEG inhibitor regeneration projects for Yellow Jacket and Hovenweep sites. (\$100 M).

Shell Oil – Cortez, CO. CO₂ Central Facilities including FEED, engineering, procurement, and construction to furnish detail design for six CO₂ dehydration and compressor facilities and their respective source field well cluster facilities and pipe lines. Started as project engineer and moved into role of project manager. Each central facility had 3 X 5,000 HP compression equipment (\$600 M).

1977 - 1980

Project Manager, SIP Inc (purchased by RM Parsons Co.)

Contact:



Richard H. St. John, Jr. P.E.
Program / Project Director

Resume

EDUCATION

BSEE and MSEE, University of Houston

Construction Management Program, Texas A&M University

Crosby Quality College

Crosby QES Instructor College

RMP Quality Improvement Fundamentals

Instructor - Parsons Quality Improvement Fundamentals

REGISTRATIONS/AFFILIATIONS

Professional Engineer License - State of Texas (Retired)

INTERVIEW EVALUATION FORM

PLANNING COMMISSION

APPLICANT

Name: Richard St. John

Date: January 26, 2024

SECTION A

RESIDENCY IN CITY/COUNTY	COMMUNITY & CIVIC INVOLVEMENT	EDUCATIONAL EXPERIENCE	PROFESSIONAL EXPERIENCE	ATTENDANCE OR PARTICIPATION AT PAST PLANNING COMMISSION MEETINGS
Knowledge of area (10 pts)	Participation in City commissions and/or civic organizations (10 pts)	Application to field of planning and zoning (10 pts)	Understanding local municipal planning or development ordinances (10 pts)	Attendance or participation at past or current Planning Commission Meetings (10 pts)

SECTION B - QUESTIONS (10 points each)

Thoroughly enjoy current position on PC, learning experience, feel useful in contributing to current + future of Marina.

- Why did you apply for this commission? *in contributing to current + future of Marina.*
- What do you see as the role of a Planning Commissioner? *Have a political role vs. a private sector role. Serve as rep for city + community with consultants, development requirements.*
- What is your perception of the City's future and how can you facilitate it? *Significant growth + need to consider vertical.*
- What is your understanding of the City's General Plan and its function? *Important time now for Marina with GP development.*
- Why are you the best choice for this position? *Modest by nature, viable choice because of being on PC for 2 yrs, recognize diversity of PC, works hard as a team + on Marina Tree Committee.*

Comments:

Qualified: ☒ yes ☐ no

Recommended for further consideration by City Council ☐ yes ☒ no

Evaluated by:

SECTION C - SCORING

Sec. A	Residency / Knowledge of Area	Involvement / Participation	Education Experience	Profession Experience	Attendance / Participation in meetings	Total Points for Section A
	<i>10</i>	<i>8</i>	<i>10</i>	<i>10</i>	<i>10</i>	<i>48</i>
Sec. B	Question 1	Question 2	Question 3	Question 4	Question 5	Total Points for Section B
	<i>8</i>	<i>8</i>	<i>7</i>	<i>7</i>	<i>8</i>	<i>38</i>

Grand Total *78*

- # 2 rules/regulations
- # 3 development like at CDEC hill/go 10 stories; must consider the socio-economics of our city for affordability
- # 4 by 2024 will have a 20 yr plan vision. Plus ODS standards developed vs subjectivity that will help PC reviews (this is important to Richard because of his engineering background + way of thinking). Marina's growth as a coastal city will focus on beach access + parks, housing, affordable housing through Housing Element, homelessness, zoning, Joby

INTERVIEW EVALUATION FORM

PLANNING COMMISSION

APPLICANT

Name: Richard St. John

Date: January 26, 2024

SECTION A

RESIDENCY IN CITY/COUNTY	COMMUNITY & CIVIC INVOLVEMENT	EDUCATIONAL EXPERIENCE	PROFESSIONAL EXPERIENCE	ATTENDANCE OR PARTICIPATION AT PAST PLANNING COMMISSION MEETINGS
Knowledge of area (10 pts)	Participation in City commissions and/or civic organizations (10 pts)	Application to field of planning and zoning (10 pts)	Understanding local municipal planning or development ordinances (10 pts)	Attendance or participation at past or current Planning Commission Meetings (10 pts)

SECTION B – QUESTIONS (10 points each)

1. Why did you apply for this commission?	<i>Enjoyed PC. feel useful. Made contribution to PC.</i>
2. What do you see as the role of a Planning Commissioner?	<i>political role w/out election. Representing public</i>
3. What is your perception of the City's future and how can you facilitate it?	<i>Good time to look at future. New GP</i>
4. What is your understanding of the City's General Plan and its function?	
5. Why are you the best choice for this position?	<i>humble viable choice. Enjoy diversity of PC + working w/ team</i>
Comments:	
Qualified: ☒ yes ☐ no	
Recommended for further consideration by City Council ☐ yes ☒ no	
Evaluated by: <i>J. J. J.</i>	

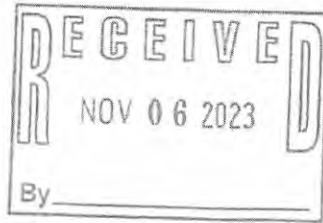
SECTION C - SCORING

Sec. A	Residency / Knowledge of Area	Involvement / Participation	Education Experience	Profession Experience	Attendance / Participation in meetings	Total Points for Section A
	<i>8</i>	<i>10</i>	<i>9</i>	<i>8</i>	<i>10</i>	<i>45</i>
Sec. B	Question 1	Question 2	Question 3	Question 4	Question 5	Total Points for Section B
	<i>7</i>	<i>7</i>	<i>7</i>	<i>7</i>	<i>7</i>	<i>35</i>

Grand Total *80*

- 1) and importantly to city's future.
- 2) diff than priv sector. PC represents city + CA and interacts w/ consultants from govt. perspective, understand contracting very well. @ PC educates private world about govt requirements.
- 3) 4) GP at mid-pt. End 2024 target for next 20 yr vision. Objective design standards. Great subjective requirements are tough. future focus on growth and enhancing elements of City we enjoy. want to help w/ coastal front to improve access + parking so people can enjoy coast. Housing element action on more affordable ~~two~~ housing. Content front will continue. So far not much focus on aff. housing. Not enough focus on homeless. Hard for midclass to buy home. Zoning. Looking forward to objective zoning standards. Job aviation big opportunity.

City of Marina



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831- 884-1278; FAX 831- 384-9148
www.ci.marina.ca.us

Office Use Only

Received On: _____

Interview Date: _____

Registered Voter: Yes

☐ Approved ☐ Denied

Application Valid Thru _____

CANDIDATE FOR PUBLIC SERVICE APPOINTMENT

Committee/Commission Applying for: PLANNING COMMISSION

Section A - General Information

Name (last, first, middle): CHENG, PAUL H

Home Address (address, city): [REDACTED] MARINA CA 93933

Home Phone: [REDACTED] Business Phone: _____ Fax Number: _____

E-Mail: [REDACTED]

Employer: Patten University Address: Oakland CA

Section B - Residency

Length of Residency in the City of Marina: 3 months (yrs.) Length of Residency in Monterey County 3 months (yrs.)

Are you a registered voter in Marina? ☒ yes ☐ no

Section C - Questionnaire

How many hours can you devote to the Commission / Committee per month? _____ (hrs.)

**Please include years or period of membership or service below.*

If additional space needed, please feel free to attach additional pages to application.

1) Educational Background: BACHELOR DEGREE IN BUSINESS ADMINISTRATION

MASTER DEGREE IN CHRISTIAN EDUCATION

2) Occupational Experience: INTERNATIONAL BUSINESS & EDUCATOR

3) Professional or technical organization memberships: _____

FIRST BAPTIST CHURCH

4) Civic or Community experience, group memberships, or previous service appointments: COMMISSIONER OF CITY OF VACAVILLE. (2004 APRIL - 2020 APRIL)

5) Experience and or knowledge pertaining to the area of interest: PARKS AND RECREATION COMMISSION - TOTAL 16 years' experience
INTERESTED IN PLANNING COMMISSION

I hereby place my signature below which constitutes that the information on this form are true and correct.



Signature

11/4/2023

Date



Verification of
Voter Registration

I, PAUL CHENG, hereby declare that I am a registered voter in the City of Marina at the address indicated below and that the following information is true and correct:

(Please Print or type)

Name: PAUL CHENG

Address: [REDACTED]

City: MARINA, CA Marina, California 93933

Phone Number: (home) [REDACTED] (work) _____

Fax Number (if any): _____

Email Address: [REDACTED]

Dated this 6th day of NOV, 2023.

Signature: [REDACTED]

Monterey County Elections Department

☒ Yes, registered voter of Marina

☐ No, not a registered voter of Marina

[Signature]

Signature of MCED Verifying

INTERVIEW EVALUATION FORM

PLANNING COMMISSION

APPLICANT

Name: Paul Cheng

Date: January 26, 2024

SECTION A

RESIDENCY IN CITY/COUNTY	COMMUNITY & CIVIC INVOLVEMENT	EDUCATIONAL EXPERIENCE	PROFESSIONAL EXPERIENCE	ATTENDANCE OR PARTICIPATION AT PAST PLANNING COMMISSION MEETINGS
Knowledge of area (10 pts)	Participation in City commissions and/or civic organizations (10 pts)	Application to field of planning and zoning (10 pts)	Understanding local municipal planning or development ordinances (10 pts)	Attendance or participation at past or current Planning Commission Meetings (10 pts)

SECTION B - QUESTIONS (10 points each)

- Why did you apply for this commission? *Having been an immigrant was recipient of much US govt support for a disabled son; feels that he wants to give back to his community because of that. He is excited to be part of huge growth potential of Marina.*
- What do you see as the role of a Planning Commissioner? *Link among community, PC & Council. Advisory to Council. Must know zoning, codes, planning principles. PC can provide info to community.*
- What is your perception of the City's future and how can you facilitate it? *Was shocked to hear news of Soly →*
- What is your understanding of the City's General Plan and its function? *A 20 year plan over the whole city that cover →*
- Why are you the best choice for this position? *Not perfect but have 6 yrs service in Vacaville but has real commitment & passion for City; not just a meeting to attend.*

Comments:

Qualified: ☒ yes ☐ no

Recommended for further consideration by City Council ☐ yes ☒ no

Evaluated by:

SECTION C - SCORING

Sec. A	Residency / Knowledge of Area	Involvement / Participation	Education Experience	Profession Experience	Attendance / Participation in meetings	Total Points for Section A
	<u>5</u>	<u>8</u>	<u>10</u>	<u>8</u>	<u>5</u>	<u>36</u>
Sec. B	Question 1	Question 2	Question 3	Question 4	Question 5	Total Points for Section B
	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>40</u>

Grand Total 76

#3 cont

- decision to build plant in Ohio. Thinks important to creative incentives for businesses to create niche for Marina so no longer seen as "bedroom" community for Peninsula. Challenges for growth: ↑ recreation facilities, with Toby increased employee base coming need to anticipate needs, plan for investors, outreach to council participation.

#4 cont zoning, protocols for natural environment, bike paths, trails, vision of council & commissions, consider schools, local businesses; anticipate needs downtown, parks, need safe system with police support.

INTERVIEW EVALUATION FORM

PLANNING COMMISSION

APPLICANT

Name: Paul Cheng

Date: January 26, 2024

SECTION A

RESIDENCY IN CITY/COUNTY	COMMUNITY & CIVIC INVOLVEMENT	EDUCATIONAL EXPERIENCE	PROFESSIONAL EXPERIENCE	ATTENDANCE OR PARTICIPATION AT PAST PLANNING COMMISSION MEETINGS
Knowledge of area (10 pts)	Participation in City commissions and/or civic organizations (10 pts)	Application to field of planning and zoning (10 pts)	Understanding local municipal planning or development ordinances (10 pts)	Attendance or participation at past or current Planning Commission Meetings (10 pts)

SECTION B – QUESTIONS (10 points each)

1. Why did you apply for this commission?	<i>Moved 1992 to U.S. Want to volunteer - coz he benefits</i>
2. What do you see as the role of a Planning Commissioner?	<i>Bldg code + planning rules, City Council lot of work</i>
3. What is your perception of the City's future and how can you facilitate it?	<i>Shocked about Du byx thinking of building</i>
4. What is your understanding of the City's General Plan and its function?	<i>20 yr plan. Zoning. Vision most important</i>
5. Why are you the best choice for this position?	<i>Not perfect, will serve in committed fashion</i>
<i>will prep ahead of meetings. Has passion.</i>	
Comments:	
Qualified: (☒) yes () no	
Recommended for further consideration by City Council () yes (☒) no	
Evaluated by: <i>B. Delgado</i>	

SECTION C - SCORING

Sec. A	Residency / Knowledge of Area	Involvement / Participation	Education Experience	Profession Experience	Attendance / Participation in meetings	Total Points for Section A
	<i>6</i>	<i>7</i>	<i>9</i>	<i>8 9</i>	<i>8 8</i>	<i>39</i>
Sec. B	Question 1	Question 2	Question 3	Question 4	Question 5	Total Points for Section B
	<i>7</i>	<i>6</i>	<i>6</i>	<i>6</i>	<i>7</i>	<i>32</i>

Grand Total *71*

- 1) Disabled son educator important. Home care services. important.
want to help community.
- 2) needs PC to help w/ recommendations, Go between public + CC. Help
educate public.
- 3) in Marina. City needs niche to attract growth + residents? Want manageable
growth.
Does 25% second home. Not good. Lobby is reference.
~~Also~~ Many Does residents don't know how to get involved
- 4) What we want Making to be in 20 yrs? How to meet retail, schools,
local businesses needs. Community services and helping children important
Safe city?