AGENDA

Tuesday, June 18, 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

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)) 4 cases:

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

      (2) *City of Marina, et al. v. RMC Lonestar, et al.,* Monterey County Superior Court Case No. 20CV001387.

      (3) *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.

      (4) *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. Korean American Association Proclamation

7. COUNCIL AND STAFF ANNOUNCEMENTS:

8. PUBLIC COMMENT**:** *Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. Any member of the public may comment on*

any matter listed on this agenda at the time the matter is being considered by the City Council. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.

9. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine and non-controversial. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

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

    a. ACCOUNTS PAYABLE: *(Not a Project under CEQA per Article 20, Section 15378)*

        (1) Accounts Payable Check Numbers 104618-104691, totaling $489,842.42.

    b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*

        (1) June 4, 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-, authorizing the acceptance of fiscal year 2022 Homeland Security Grant Program Project #24: Marina FD-Ballistic Vests and Helmets.

        (2) Adopting Resolution No. 2024-, confirming levy of a special tax for the City of Marina Community Facilities District No. 2007-2 (Locke Paddon) for Fiscal Year 2024-2025 as authorized by Ordinance No. 2007-09, and; consider adopting Resolution No. 2024-, certifying City of Marina compliance with State law (Proposition 218) with respect to levying of special taxes for the City of Marina Community Facilities District No. 2007-2 for Fiscal Year 2024-2025 as authorized by Ordinance No. 2007-09.

        (3) Adopting Resolution No. 2024-, granting a request for a conflict of interest waiver, whether actual or potential, allowing Noland, Hamerly, Etienne, & Hoss ("NHEH"), previously serving as Interim City Attorney, to represent Tatum Garden's Foundation, Inc. ("TGF") in connection with development of a playground project at the Dunes "City Park".

(4) Adopting Resolution No. 2024-, establishing appropriations limit for FY 2024-25.

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

(1) Adopting Resolution No. 2024-, approving an agreement between the City of Marina and Monterey Bay Moves to provide group exercise classes. *(Not a Project under CEQA per Article 20, Section 15378)*

(2) Adopting Resolution No. 2024-, authorizing the City Manager to execute a memorandum of Understanding (MOU) by and among the Cities of Marina, Hollister, Watsonville and Salinas for the procurement of professional services to perform a municipal airport economic benefit analysis. *(Not a Project under CEQA per Article 20, Section 15378)*

(3) Adopting Resolution No. 2024-, authorizing the City Manager to execute an agreement between the City of Marina and the County of Monterey for the collection of special taxes, fees, and assessments. *(Not a Project under CEQA per Article 20, Section 15378)*

(4) Adopting Resolution No. 2024-, approving an agreement with Denise Duffy and Associates to prepare a maintenance plan for Hilltop Park within Phase 2 East of University Village.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

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

12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

a. Adopting Resolution No. 2024-, approve final design of Sea Haven Park including relocating playground equipment originally purchased for Sea Haven Park to Glorya Jean Tate Park; and approve final design of Glorya Jean Tate Park; and approving transferring the needed unexpended fund balance of approximately $1,813,136 from Glorya Jean Tate Park (Capital Project # QLP2119) to Sea Haven Community Park (Capital Project # QLP 2016). **(60-Minutes)**

b. Adopting Resolution No. 2024-, approving Sea Haven Community Park Playground design. **(15-Minutes)**

c. Adopting Resolution No. 2024-, approving Windy Hill Park playground design. **(15-Minutes)**

d. Adopting Resolution No. 2024-, approving an amendment to the Ground Lease Agreement between City of Marina and Joby Aero, Inc. (Joby) dated February 16, 2020, increasing the lease area from five-acres to approximately 13.75 acres of the developed south tarmac located at 3200-C Imjin Road, and making other modifications to the lease including increasing the term from 30 years to 40 years. **(15-Minutes)**

e. Adopting Resolution No. 2024-, approving the minor modifications to the adopted Objective Design Standards (ODS). Exempt from Environmental Review per Sec. 15378 of the CEQA guidelines. **(15-Minutes)**

f. Council update on future Police, Fire and Community Facilities and potential General Obligation Bond ballot measure. ***Continued from June 4, 2024*** **(15-Minutes)**

g. 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. **(15-Minutes)**

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

a. Monterey County Mayor's Association [Mayor Bruce Delgado]

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

15. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, 14, 2024.

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ANITA SHARP, DEPUTY CITY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY HALL 2024 HOLIDAYS
(City Hall Closed)

Juneteenth Day ---------- Wednesday, June 19, 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.

June 27, 2024

July 11, 2024
July 25, 2024

August 8, 2024
August 22, 2024

September 12, 2024
September 26, 2024

October 10, 2024
October 24, 2024

November 14, 2024
November 28, 2024 (Cancelled)
December 12, 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.

June 20, 2024
July 18, 2024

August 15, 2024
September 19, 2024

October 17, 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.

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.

July 13, 2024 October 12, 2024

Proclamation

Inauguration of the new President of Korean American Association, Heerei Park

WHEREAS, the City of Marina has a significant population of Korean immigrants and Korean Americans, and with its participation with Asian Communities of Marina (ACOM), has made important impacts to our local community, and

WHEREAS, key events in the City of Marina, has highlighted the important role of the Korean American community among these are: the partnering of Joby Aviation at Marina's airport with SK Telecom in Korea and Toyota in Japan, and the highly acclaimed South Korean TV production of "Unexpected Business" filmed in Marina, and the local Fort Ord military history of American GIs fighting and dying for the preservation of South Korean democracy during the Korean War, and the Marina Sister City relationship with Namwon, Korea, and

WHEREAS, Marina wishes to be closely tied to the Korean American communities to foster this continued visibility, respect, and inclusion in all aspects of our local government, and

WHEREAS, Mr. Yong Soo Oh, immediate past president of the Korean American Association, had a vision of building relationships and connections with other Asian and non-Asian leaders in Monterey County, and

WHEREAS, Ms. Heerei Park, has continued to foster such relationships, even attending the Marina Sister City delegation to Namwon, Korea, and

WHEREAS, Ms. Heerei Park, has shown herself to be a true friend of the City of Marina.

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Bruce Delgado and the entire City Council of Marina do hereby express deep appreciation to the Korean American Association for our continued collective work together to create solid bonds among the City of Marina, the Korean American Association and the Asian Communities of Marina.

Dated this 18TH day of June 2024

Bruce C. Delgado
Mayor

Liesbeth Visscher
Mayor Pro Tem

Kathy Y. Biala
Councilmember

Brian McCarthy
Councilmember

Jenny McAdams
Councilmember

CITY OF MARINA
INCORPORATED
NOVEMBER 13, 1975
CALIFORNIA

Accounts Payable by G/L Distribution Report

Payment Date Range 06/07/24 - 06/07/24

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 **6300.010 - Prof Svc Admin - Muni Code**										
10149 - Code Publishing Inc. - General Code	GCI0014217	MMC WebUpdate	Paid by Check # 104626		05/29/2024	05/29/2024	05/29/2024		06/07/2024	1,053.50
Account **6300.010 - Prof Svc Admin - Muni Code** Totals							Invoice Transactions		1	$1,053.50
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	37127A-IN	City Fuel Ethanol/Diesel	Paid by Check # 104639		05/17/2024	05/23/2024	05/23/2024		06/07/2024	126.94
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals							Invoice Transactions		1	$126.94
Account **6400.565 - Material & Suppl Office Supplies**										
10732 - Office Depot-General Account	363061583001	Office Depot	Paid by Check # 104641		05/01/2024	05/13/2024	05/13/2024		06/07/2024	33.75
10732 - Office Depot-General Account	363061597001	Office Depot	Paid by Check # 104641		04/30/2024	05/13/2024	05/13/2024		06/07/2024	914.30
10732 - Office Depot-General Account	363061608001	Office Depot	Paid by Check # 104641		04/30/2024	05/13/2024	05/13/2024		06/07/2024	37.54
Account **6400.565 - Material & Suppl Office Supplies** Totals							Invoice Transactions		3	$985.59
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions		5	$2,166.03
Division **000 - Non-Div** Totals							Invoice Transactions		5	$2,166.03
Department **120 - City Mgr/HR/Risk** Totals							Invoice Transactions		5	$2,166.03
Department **125 - I. T.**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.330 - Prof Svc IT - Information Tech Svc**										
10897 - TechRx Technology Services	11876	IT Support - May 2024	Paid by EFT # 4708		06/01/2024	06/06/2024	06/06/2024		06/07/2024	9,120.00
Account **6300.330 - Prof Svc IT - Information Tech Svc** Totals							Invoice Transactions		1	$9,120.00
Account **6360.342 - Maint & Repairs IT - System Annual Maint**										
10905 - Taygeta Scientific, Inc.	000708-R-0039	Barracuda Spam Firewall - June 2024	Paid by Check # 104653		06/01/2024	05/29/2024	05/29/2024		06/07/2024	475.80
10905 - Taygeta Scientific, Inc.	000423-R-0066	Computer Network Defense - June 2024	Paid by Check # 104653		06/01/2024	05/29/2024	05/29/2024		06/07/2024	2,000.00
10897 - TechRx Technology Services	11858	Veeam Subscription - May 2024	Paid by EFT # 4708		06/01/2024	06/06/2024	06/06/2024		06/07/2024	380.00
10897 - TechRx Technology Services	11847	Amazon Glacier - Subscription - June 2024	Paid by EFT # 4708		06/01/2024	06/06/2024	06/06/2024		06/07/2024	380.00
10897 - TechRx Technology Services	11855	Ninite Subscription - June 2024	Paid by EFT # 4708		06/01/2024	06/06/2024	06/06/2024		06/07/2024	112.50

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Fund **100 - General Fund**										
Department **125 - I. T.**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.342 - Maint & Repairs IT - System Annual Maint**										
10897 - TechRx Technology Services	11856	Veeam O365 Backup & Glacier Storage - August 2024	Paid by EFT # 4708		06/01/2024	06/06/2024	06/06/2024		06/07/2024	385.00
Account **6360.342 - Maint & Repairs IT - System Annual Maint** Totals							Invoice Transactions		6	$3,733.30
Account **6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade**										
10897 - TechRx Technology Services	11864	Citywide MS Office 365 - June 2024	Paid by EFT # 4708		06/01/2024	06/06/2024	06/06/2024		06/07/2024	2,470.40
Account **6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade** Totals							Invoice Transactions		1	$2,470.40
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions		8	$15,323.70
Division **000 - Non-Div** Totals							Invoice Transactions		8	$15,323.70
Department **125 - I. T.** Totals							Invoice Transactions		8	$15,323.70
Department **130 - Finance**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.216 - Prof Svc Fin - Accounting Services**										
10511 - Richard B. Standridge	24-11	Service 5/20-30/2024	Paid by EFT # 4707		05/31/2024	06/05/2024	06/05/2024		06/07/2024	1,187.50
Account **6300.216 - Prof Svc Fin - Accounting Services** Totals							Invoice Transactions		1	$1,187.50
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions		1	$1,187.50
Division **000 - Non-Div** Totals							Invoice Transactions		1	$1,187.50
Department **130 - Finance** Totals							Invoice Transactions		1	$1,187.50
Department **150 - City Attorney**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc**										
11964 - Shute Mihaly & Weinberaer LLP	286386	City Attorney Services - April 2024	Paid by Check # 104651		05/28/2024	05/29/2024	05/29/2024		06/07/2024	16,236.00
11964 - Shute Mihaly & Weinberaer LLP	286389	Code Enforcement - April 2024	Paid by Check # 104651		05/28/2024	05/29/2024	05/29/2024		06/07/2024	660.00
11964 - Shute Mihaly & Weinberaer LLP	286392	Fire Department - April 2024	Paid by Check # 104651		05/28/2024	05/29/2024	05/29/2024		06/07/2024	957.00
11964 - Shute Mihaly & Weinberaer LLP	286395	Parks - April 2024	Paid by Check # 104651		05/28/2024	05/29/2024	05/29/2024		06/07/2024	297.00
11964 - Shute Mihaly & Weinberaer LLP	286396	Police Department - April 2024	Paid by Check # 104651		05/28/2024	05/29/2024	05/29/2024		06/07/2024	429.00
11964 - Shute Mihaly & Weinberaer LLP	286387	Land Acquisition for Salinas Ave Expansion - April 2024	Paid by Check # 104651		05/28/2024	05/29/2024	05/29/2024		06/07/2024	2,247.03

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Fund **100 - General Fund**										
Department **150 - City Attorney**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc**										
11964 - Shute Mihaly & Weinberaer LLP	286390	City Manager - April 2024	Paid by Check # 104651		05/28/2024	05/29/2024	05/29/2024		06/07/2024	334.79
11964 - Shute Mihaly & Weinberaer LLP	286391	Human Resources and Risk - April 2024	Paid by Check # 104651		05/28/2024	05/29/2024	05/29/2024		06/07/2024	3,776.50
11964 - Shute Mihaly & Weinberaer LLP	286393	Finance - April 2024	Paid by Check # 104651		05/28/2024	05/29/2024	05/29/2024		06/07/2024	7,936.71
11964 - Shute Mihaly & Weinberaer LLP	286394	Planning Commission/Development - April 2024	Paid by Check # 104651		05/28/2024	05/29/2024	05/29/2024		06/07/2024	18,811.95
11964 - Shute Mihaly & Weinberaer LLP	286397	Public Works - April 2024	Paid by Check # 104651		05/28/2024	05/29/2024	05/29/2024		06/07/2024	5,023.21
			Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals					Invoice Transactions	11	$56,709.19
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	11	$56,709.19
			Division **000 - Non-Div** Totals					Invoice Transactions	11	$56,709.19
			Department **150 - City Attorney** Totals					Invoice Transactions	11	$56,709.19
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.217 - Prof Svc Fin - Business Lic Services**										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN038777	April 2024 BL Admin Fee	Paid by EFT # 4701		04/30/2024	06/05/2024	06/05/2024		06/07/2024	2,224.67
			Account **6300.217 - Prof Svc Fin - Business Lic Services** Totals					Invoice Transactions	1	$2,224.67
Account **6300.570 - Prof Svc Other**										
10588 - United Site Services	INV-4535642	2660 5th Ave	Paid by Check # 104658		05/31/2024	05/31/2024	05/31/2024		06/07/2024	437.04
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN038778	April 2024 - HDL TOT	Paid by EFT # 4701		04/30/2024	06/05/2024	06/05/2024		06/07/2024	2,055.31
			Account **6300.570 - Prof Svc Other** Totals					Invoice Transactions	2	$2,492.35
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	21763828	CALNET3-9391023437 (384-0425)	Paid by Check # 104621		05/28/2024	06/05/2024	06/05/2024		06/07/2024	56.69
10758 - AT & T CALNET3	21763856	CALNET3-9391023463 (384-7854)	Paid by Check # 104621		05/28/2024	06/05/2024	06/05/2024		06/07/2024	29.12
10758 - AT & T CALNET3	21758745	CALNET3-9391023471 (582-0100)	Paid by Check # 104621		05/27/2024	06/05/2024	06/05/2024		06/07/2024	60.72
10758 - AT & T CALNET3	21758751	CALNET3-9391023477 (582-9803)	Paid by Check # 104621		05/27/2024	06/05/2024	06/05/2024		06/07/2024	29.12
10758 - AT & T CALNET3	21763831	CALNET3-9391023440 (384-0860)	Paid by Check # 104621		05/28/2024	06/05/2024	06/05/2024		06/07/2024	29.14

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	21763861	CALNET3-9391023468 (384-9148)	Paid by Check # 104621		05/28/2024	06/05/2024	06/05/2024		06/07/2024	29.12
10758 - AT & T CALNET3	21763832	CALNET3-9391023441 (384-0888)	Paid by Check # 104621		05/28/2024	06/05/2024	06/05/2024		06/07/2024	29.12
10758 - AT & T CALNET3	21763859	CALNET3-9391023466 (384-8477)	Paid by Check # 104621		05/28/2024	06/05/2024	06/05/2024		06/07/2024	56.69
			Account **6380.150 - Utilities Comm Phone System** Totals					Invoice Transactions	8	$319.72
Account **6400.565 - Material & Suppl Office Supplies**										
10734 - Office Depot-Public Works Dept.	365911282001	Office Supplies	Paid by Check # 104642		05/15/2024	05/23/2024	05/23/2024		06/07/2024	65.54
			Account **6400.565 - Material & Suppl Office Supplies** Totals					Invoice Transactions	1	$65.54
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	12	$5,102.28
			Division **000 - Non-Div** Totals					Invoice Transactions	12	$5,102.28
			Department **190 - Citywide Non-Dept** Totals					Invoice Transactions	12	$5,102.28
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
12004 - Adam Balesteri / Adam Balesteri Graphic Design	420202400001	Photography for Recruitment - Marina Police Dept	Paid by Check # 104619		05/06/2024	06/04/2024	06/04/2024		06/07/2024	150.00
			Account **6300.570 - Prof Svc Other** Totals					Invoice Transactions	1	$150.00
Account **6360.570 - Maint & Repairs Other Svc Agr**										
10981 - Sentry Alarm Systems of America, Inc.	124257	Cust #1840	Paid by Check # 104650		02/29/2024	05/28/2024	05/28/2024		06/07/2024	250.00
10981 - Sentry Alarm Systems of America, Inc.	2248111	Cust #1840	Paid by Check # 104650		04/15/2024	05/28/2024	05/28/2024		06/07/2024	540.90
10981 - Sentry Alarm Systems of America, Inc.	2248112	Cust #1840	Paid by Check # 104650		04/15/2024	05/28/2024	05/28/2024		06/07/2024	150.00
10897 - TechRx Technology Services	11827	Ring Alarm Services	Paid by EFT # 4708		05/31/2024	06/04/2024	06/04/2024		06/07/2024	400.00
10897 - TechRx Technology Services	11832	Ring Alarm System	Paid by EFT # 4708		05/31/2024	06/04/2024	06/04/2024		06/07/2024	700.00
10897 - TechRx Technology Services	11869	Jamf - $5/per user per month, 15 users	Paid by EFT # 4708		06/01/2024	06/04/2024	06/04/2024		06/07/2024	75.00
10592 - U.S. Bank Equipment Finance-USbancorp	527837868	Customer Credit Acct #598296	Paid by Check # 104657		04/26/2024	05/28/2024	05/28/2024		06/07/2024	1,460.44
10592 - U.S. Bank Equipment Finance-USbancorp	525581492	Customer Credit Acct #598296	Paid by Check # 104657		03/27/2024	05/29/2024	05/29/2024		06/07/2024	1,346.39

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.570 - Maint & Repairs Other Svc Agr**										
10627 - Zoom Imaging Solutions	IN4175964	Acct #SOS-CIT1600-Z	Paid by Check # 104662		05/20/2024	05/28/2024	05/28/2024		06/07/2024	225.36
10627 - Zoom Imaging Solutions	IN4156677	Acct #SOS-CIT1600-Z	Paid by Check # 104662		05/08/2024	05/28/2024	05/28/2024		06/07/2024	60.09
10627 - Zoom Imaging Solutions	IN4123489	Acct #SOS-CIT1600-Z	Paid by Check # 104662		04/23/2024	05/29/2024	05/29/2024		06/07/2024	224.97
			Account **6360.570 - Maint & Repairs Other Svc Agr** Totals					Invoice Transactions	11	$5,433.15
Account **6380.120 - Utilities Comm Mobile & Pager**										
10897 - TechRx Technology Services	11765	Charges for Wireless Cameras	Paid by EFT # 4708		04/01/2024	06/04/2024	06/04/2024		06/07/2024	361.03
10603 - Verizon Wireless	9964437242	Acct #272493672-00001	Paid by EFT # 4709		05/18/2024	06/10/2024	06/04/2024		06/07/2024	1,628.55
			Account **6380.120 - Utilities Comm Mobile & Pager** Totals					Invoice Transactions	2	$1,989.58
Account **6380.150 - Utilities Comm Phone System**										
10053 - AT & T	05-21-24	Acct #051 935 4017 001	Paid by Check # 104620		05/24/2024	05/28/2024	05/28/2024		06/07/2024	46.23
10053 - AT & T	05-01-24	Acct #248 134-7275 428 0	Paid by Check # 104620		05/01/2024	05/28/2024	05/28/2024		06/07/2024	17.20
10053 - AT & T	05-13-24	Acct #325820676	Paid by Check # 104620		05/13/2024	05/29/2024	05/29/2024		06/07/2024	196.20
10053 - AT & T	4-13-24	Acct #325820676	Paid by Check # 104620		04/13/2024	05/29/2024	05/29/2024		06/07/2024	196.20
10053 - AT & T	04-21-24	Acct #051 935 4017 001	Paid by Check # 104620		04/21/2024	05/29/2024	05/29/2024		06/07/2024	39.00
10758 - AT & T CALNET3	000021569481	BAN #9391023478	Paid by Check # 104621		04/15/2024	05/29/2024	05/29/2024		06/07/2024	56.67
10057 - Avaya, Inc.	2734815332	Acct #0100828859	Paid by EFT # 4695		05/04/2024	05/28/2024	05/28/2024		06/07/2024	12.49
10374 - Maynard Group Inc.	IN2046136	Acct #AC3746	Paid by EFT # 4703		05/01/2024	05/28/2024	05/28/2024		06/07/2024	668.60
			Account **6380.150 - Utilities Comm Phone System** Totals					Invoice Transactions	8	$1,232.59
Account **6400.020 - Material & Suppl Ammunition**										
11121 - Miwall Corporation	1012767	Ammunition	Paid by Check # 104638		03/07/2024	05/28/2024	05/28/2024		06/07/2024	1,490.84
			Account **6400.020 - Material & Suppl Ammunition** Totals					Invoice Transactions	1	$1,490.84
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	37127A-IN	City Fuel Ethanol/Diesel	Paid by Check # 104639		05/17/2024	05/23/2024	05/23/2024		06/07/2024	4,823.66

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Fund **100 - General Fund**										
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
11324 - Wex Bank (former Chevron Fuel Cards)	96488770	Acct #0496-00-52150-7	Paid by EFT # 4710		04/23/2024	05/29/2024	05/29/2024		06/07/2024	100.32
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals							Invoice Transactions		2	$4,923.98
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)**										
10897 - TechRx Technology Services	11679	Asus BluRay Drive, Shot Simulator	Paid by EFT # 4708		03/31/2024	06/04/2024	06/04/2024		06/07/2024	1,175.15
10897 - TechRx Technology Services	11753	Corp Yard Evidence Room Camera Install	Paid by EFT # 4708		04/30/2024	06/04/2024	06/04/2024		06/07/2024	6,129.98
10897 - TechRx Technology Services	11739	Ring Alarm Corp Yard	Paid by EFT # 4708		04/30/2024	06/04/2024	06/04/2024		06/07/2024	2,330.78
10897 - TechRx Technology Services	11743	PD Kiosk Computer	Paid by EFT # 4708		04/01/2024	06/04/2024	06/04/2024		06/07/2024	1,310.02
10897 - TechRx Technology Services	11832	Ring Alarm System	Paid by EFT # 4708		05/31/2024	06/04/2024	06/04/2024		06/07/2024	250.00
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)** Totals							Invoice Transactions		5	$11,195.93
Account **6400.565 - Material & Suppl Office Supplies**										
10498 - Quill Corporation	38557027	Office Suuplies	Paid by Check # 104645		05/07/2024	05/29/2024	05/29/2024		06/07/2024	225.62
10498 - Quill Corporation	38581364	Office Suuplies	Paid by Check # 104645		05/08/2024	05/29/2024	05/29/2024		06/07/2024	54.36
10498 - Quill Corporation	38345627	Office Suuplies	Paid by Check # 104645		04/24/2024	05/29/2024	05/29/2024		06/07/2024	65.54
10498 - Quill Corporation	38093582	Office Suuplies	Paid by Check # 104645		04/08/2024	05/29/2024	05/29/2024		06/07/2024	305.45
10498 - Quill Corporation	37628296	Office Suuplies	Paid by Check # 104645		03/08/2024	05/29/2024	05/29/2024		06/07/2024	51.87
10498 - Quill Corporation	37136970	Office Suuplies	Paid by Check # 104645		02/08/2024	05/29/2024	05/29/2024		06/07/2024	167.56
10498 - Quill Corporation	36694130	Office Suuplies	Paid by Check # 104645		01/16/2024	05/29/2024	05/29/2024		06/07/2024	75.36
10498 - Quill Corporation	38561075	Office Suuplies	Paid by Check # 104645		05/08/2024	05/29/2024	05/29/2024		06/07/2024	24.68
10498 - Quill Corporation	38689637	Office Suuplies	Paid by Check # 104645		05/15/2024	05/29/2024	05/29/2024		06/07/2024	517.83
10498 - Quill Corporation	38779706	Office Suuplies	Paid by Check # 104645		05/22/2024	05/29/2024	05/29/2024		06/07/2024	481.78
10498 - Quill Corporation	38795914	Office Suuplies	Paid by Check # 104645		05/22/2024	05/29/2024	05/29/2024		06/07/2024	162.76
Account **6400.565 - Material & Suppl Office Supplies** Totals							Invoice Transactions		11	$2,132.81

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.635 - Material & Suppl Postage Shipping**										
10235 - FedEx	8-496-64791	Acct #3995-9218-6	Paid by Check # 104632		05/10/2024	05/28/2024	05/28/2024		06/07/2024	45.33
10235 - FedEx	8-510-74023	Acct #3995-9218-6	Paid by Check # 104632		05/24/2024	05/28/2024	05/28/2024		06/07/2024	58.06
11324 - Wex Bank (former Chevron Fuel Cards)	95853928	Acct #0496-00-52150-7	Paid by EFT # 4710		03/23/2024	05/29/2024	05/29/2024		06/07/2024	184.57
			Account **6400.635 - Material & Suppl Postage Shipping** Totals					Invoice Transactions	3	$287.96
Account **6400.735 - Material & Suppl Office Equip**										
11874 - Just Ergonomics Inc	33212	Marina Police Department	Paid by Check # 104635		04/06/2024	05/29/2024	05/29/2024		06/07/2024	1,951.83
10897 - TechRx Technology Services	11838	Police Monitor Arms	Paid by EFT # 4708		05/31/2024	06/04/2024	06/04/2024		06/07/2024	554.80
			Account **6400.735 - Material & Suppl Office Equip** Totals					Invoice Transactions	2	$2,506.63
Account **6500.620 - Training & Travel POST**										
10637 - Barnet, Neola	02-25-24	Per Diem - PC 290 Training	Paid by Check # 104622		02/25/2024	05/29/2024	05/29/2024		06/07/2024	69.00
11659 - Dhillon, Shivdev - Reimbursement only	01-24-24	Per Diem - Gang Awareness Update	Paid by Check # 104629		01/24/2024	05/29/2024	05/29/2024		06/07/2024	174.00
11408 - Johnson, Christopher	03-27-24	Per Diem -CNT Leadership	Paid by EFT # 4702		03/27/2024	05/29/2024	05/29/2024		06/07/2024	128.00
10677 - Moreno, Richard	02-15-24	Per Diem - Leadership Development Course	Paid by Check # 104640		02/15/2024	05/29/2024	05/29/2024		06/07/2024	120.00
11587 - Peliova, Carolyn	02-15-24	Per Diem - Leadership Development Course	Paid by Check # 104663		02/15/2024	05/29/2024	05/29/2024		06/07/2024	120.00
			Account **6500.620 - Training & Travel POST** Totals					Invoice Transactions	5	$611.00
Account **6600.465 - Other Charges Live Scan**										
10193 - California Department of Justice	731564	Cust #110312	Paid by Check # 104624		05/03/2024	05/28/2024	05/28/2024		06/07/2024	433.00
			Account **6600.465 - Other Charges Live Scan** Totals					Invoice Transactions	1	$433.00
Account **6600.625 - Other Charges Printing Svc**										
11790 - Quality Print & Copy	23919	Cust #161	Paid by EFT # 4704		05/02/2024	05/28/2024	05/28/2024		06/07/2024	426.54
			Account **6600.625 - Other Charges Printing Svc** Totals					Invoice Transactions	1	$426.54
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	53	$32,814.01
			Division **000 - Non-Div** Totals					Invoice Transactions	53	$32,814.01
			Department **210 - Police** Totals					Invoice Transactions	53	$32,814.01

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	37127A-IN	City Fuel Ethanol/Diesel	Paid by Check # 104639		05/17/2024	05/23/2024	05/23/2024		06/07/2024	1,125.55
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals							Invoice Transactions		1	$1,125.55
Account **6400.739 - Material & Suppl Special Dept Exp-Fire Prevent**										
10470 - Peninsula Welding & Medical Supply	261716	Non-Liquid Cylinders	Paid by Check # 104644		05/31/2024	06/04/2024	06/04/2024		06/07/2024	12.90
Account **6400.739 - Material & Suppl Special Dept Exp-Fire Prevent** Totals							Invoice Transactions		1	$12.90
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions		2	$1,138.45
Division **000 - Non-Div** Totals							Invoice Transactions		2	$1,138.45
Department **250 - Fire** Totals							Invoice Transactions		2	$1,138.45
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.065 - Maint & Repairs Bdg NonFlagship**										
10080 - Branch's Janitorial	228771	Custodial Service for May 24	Paid by EFT # 4696		05/27/2024	05/23/2024	05/23/2024		06/07/2024	2,886.35
10080 - Branch's Janitorial	228782	Tate Park Scout House	Paid by EFT # 4696		05/30/2024	05/31/2024	05/31/2024		06/07/2024	975.00
10181 - Dave's Repair Service	36967	Monthly Site Inspections as Designated Operator	Paid by Check # 104628		05/24/2024	05/30/2024	05/30/2024		06/07/2024	95.00
Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals							Invoice Transactions		3	$3,956.35
Account **6360.170 - Maint & Repairs Elevator Svc**										
10574 - TK Elevator	3007933760	Maintenance of Elevators	Paid by Check # 104655		06/01/2024	06/04/2024	06/04/2024		06/07/2024	1,618.70
Account **6360.170 - Maint & Repairs Elevator Svc** Totals							Invoice Transactions		1	$1,618.70
Account **6360.440 - Maint & Repairs Landscape General**										
10250 - Gavilan Pest Control	0162387	3126 Shoemaker at Pond Rodents	Paid by Check # 104634		05/20/2024	05/23/2024	05/23/2024		06/07/2024	80.00
Account **6360.440 - Maint & Repairs Landscape General** Totals							Invoice Transactions		1	$80.00
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056102 053124	9th St & 4th Ave	Paid by Check # 104637		05/31/2024	06/04/2024	06/04/2024		06/07/2024	108.15
10349 - Marina Coast Water District	000056099 053124	9th Street West of 2nd Avenue	Paid by Check # 104637		05/31/2024	06/04/2024	06/04/2024		06/07/2024	177.74
10349 - Marina Coast Water District	000056100 053124	9th Street (Irrigation) Parcels L&M	Paid by Check # 104637		05/31/2024	06/04/2024	06/04/2024		06/07/2024	513.24
Account **6380.500 - Utilities Water & Sewer** Totals							Invoice Transactions		3	$799.13

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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 **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	37127A-IN	City Fuel Ethanol/Diesel	Paid by Check # 104639		05/17/2024	05/23/2024	05/23/2024		06/07/2024	190.39
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals							Invoice Transactions		1	$190.39
Account **6400.565 - Material & Suppl Office Supplies**										
10734 - Office Depot-Public Works Dept.	368637199001	Office Supplies	Paid by Check # 104642		05/23/2024	06/04/2024	06/04/2024		06/07/2024	42.21
Account **6400.565 - Material & Suppl Office Supplies** Totals							Invoice Transactions		1	$42.21
Account **6400.800 - Material & Suppl Uniform**										
12019 - Cesar Fernandez - refund only	01-06-24	Safety Glasses	Paid by Check # 104625		01/06/2024	06/04/2024	06/04/2024		06/07/2024	200.00
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110470403	PW Uniforms	Paid by Check # 104660		05/24/2024	05/23/2024	05/23/2024		06/07/2024	179.67
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110474911	PW Uniforms	Paid by Check # 104660		05/31/2024	05/31/2024	05/31/2024		06/07/2024	297.59
Account **6400.800 - Material & Suppl Uniform** Totals							Invoice Transactions		3	$677.26
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions		13	$7,364.04
Division **311 - Buildings & Grounds** Totals							Invoice Transactions		13	$7,364.04
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.690 - Maint & Repairs Supplies**										
10728 - Ace Hardware-Public Works	088345	Vince Dimaggio	Paid by Check # 104618		05/20/2024	05/23/2024	05/23/2024		06/07/2024	57.85
10728 - Ace Hardware-Public Works	088402	VD Park Grounds	Paid by Check # 104618		05/24/2024	05/30/2024	05/30/2024		06/07/2024	35.40
10728 - Ace Hardware-Public Works	088399	Supplies	Paid by Check # 104618		05/24/2024	05/30/2024	05/30/2024		06/07/2024	57.87
10728 - Ace Hardware-Public Works	088412	Facilities Council Chambers	Paid by Check # 104618		05/28/2024	05/30/2024	05/30/2024		06/07/2024	34.94
10728 - Ace Hardware-Public Works	088407	Community Center	Paid by Check # 104618		05/28/2024	05/30/2024	05/30/2024		06/07/2024	5.41
10728 - Ace Hardware-Public Works	088397	Scout House/Tate Park	Paid by Check # 104618		05/24/2024	05/30/2024	05/30/2024		06/07/2024	25.11
10728 - Ace Hardware-Public Works	088401	Tate Park/Facilities	Paid by Check # 104618		05/24/2024	05/30/2024	05/30/2024		06/07/2024	100.42
10728 - Ace Hardware-Public Works	088384	Vince Dimaggio	Paid by Check # 104618		05/23/2024	05/30/2024	05/30/2024		06/07/2024	48.02
10728 - Ace Hardware-Public Works	088392	Vince Dimaggio	Paid by Check # 104618		05/23/2024	05/30/2024	05/30/2024		06/07/2024	43.03

Accounts Payable by G/L Distribution Report

Payment Date Range 06/07/24 - 06/07/24

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 **6360.690 - Maint & Repairs Supplies**										
10728 - Ace Hardware-Public Works	088381	Vince Dimaggio	Paid by Check # 104618		05/22/2024	05/30/2024	05/30/2024		06/07/2024	39.29
10728 - Ace Hardware-Public Works	088382	Vince Dimaggio	Paid by Check # 104618		05/22/2024	05/30/2024	05/30/2024		06/07/2024	131.06
10728 - Ace Hardware-Public Works	088389	Supplies	Paid by Check # 104618		05/23/2024	05/31/2024	05/31/2024		06/07/2024	7.64
10728 - Ace Hardware-Public Works	088439	Supplies	Paid by Check # 104618		05/29/2024	05/31/2024	05/31/2024		06/07/2024	28.38
10728 - Ace Hardware-Public Works	088423	Vince Dimaggio	Paid by Check # 104618		05/29/2024	05/31/2024	05/31/2024		06/07/2024	70.98
10728 - Ace Hardware-Public Works	088431	Credit for Supplies	Paid by Check # 104618		05/29/2024	05/31/2024	05/31/2024		06/07/2024	(24.04)
			Account **6360.690 - Maint & Repairs Supplies** Totals					Invoice Transactions	15	$661.36
Account **6360.850 - Maint & Repairs Vehicle**										
10527 - Safety-Kleen Corp.	94516933	Fuel	Paid by Check # 104647		05/24/2024	06/04/2024	06/04/2024		06/07/2024	278.78
10528 - Salinas Valley Ford	113527	2017 Ford F150	Paid by Check # 104648		06/03/2024	06/04/2024	06/04/2024		06/07/2024	1,581.22
10571 - Terex Utilities West	7435847	Inspection	Paid by Check # 104654		05/28/2024	06/04/2024	06/04/2024		06/07/2024	1,111.46
			Account **6360.850 - Maint & Repairs Vehicle** Totals					Invoice Transactions	3	$2,971.46
Account **6400.800 - Material & Suppl Uniform**										
12027 - Ryan Evans - refunds only	05-16-24	Boot Reimbursement	Paid by Check # 104646		05/16/2024	05/31/2024	05/31/2024		06/07/2024	225.00
			Account **6400.800 - Material & Suppl Uniform** Totals					Invoice Transactions	1	$225.00
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	19	$3,857.82
			Division **313 - Vehicle Maint** Totals					Invoice Transactions	19	$3,857.82
			Department **310 - Public Works** Totals					Invoice Transactions	32	$11,221.86
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6330.100 - Fee Agr Costs - Planning**										
10508 - Regional Government Services	16852	Marina Planning April 2024	Paid by EFT # 4706		04/30/2024	05/30/2024	05/30/2024		06/07/2024	998.46
			Account **6330.100 - Fee Agr Costs - Planning** Totals					Invoice Transactions	1	$998.46

Accounts Payable by G/L Distribution Report

Payment Date Range 06/07/24 - 06/07/24

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 **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	37127A-IN	City Fuel Ethanol/Diesel	Paid by Check # 104639		05/17/2024	05/23/2024	05/23/2024		06/07/2024	126.94
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals							Invoice Transactions		1	$126.94
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)**										
10897 - TechRx Technology Services	11840	CDD Destk top	Paid by EFT # 4708		05/31/2024	06/05/2024	06/05/2024		06/07/2024	1,235.00
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)** Totals							Invoice Transactions		1	$1,235.00
Account **6400.565 - Material & Suppl Office Supplies**										
10732 - Office Depot-General Account	365927204001	Desk for Building	Paid by Check # 104641		05/20/2024	06/05/2024	06/05/2024		06/07/2024	22.93
Account **6400.565 - Material & Suppl Office Supplies** Totals							Invoice Transactions		1	$22.93
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions		4	$2,383.33
Division **000 - Non-Div** Totals							Invoice Transactions		4	$2,383.33
Department **410 - Planning** Totals							Invoice Transactions		4	$2,383.33
Department **420 - Engineering**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6370.540 - Shared Svc NPDES Contribution**										
10533 - Save The Whales	2023-2024	Permit Year 11 Amendment No 7	Paid by Check # 104649		04/30/2024	06/03/2024	06/03/2024		06/07/2024	66,003.90
Account **6370.540 - Shared Svc NPDES Contribution** Totals							Invoice Transactions		1	$66,003.90
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions		1	$66,003.90
Division **000 - Non-Div** Totals							Invoice Transactions		1	$66,003.90
Department **420 - Engineering** Totals							Invoice Transactions		1	$66,003.90
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	56525	Professional Services Building Inspection	Paid by EFT # 4699		05/15/2024	05/31/2024	05/31/2024		06/07/2024	16,750.00

Accounts Payable by G/L Distribution Report

Payment Date Range 06/07/24 - 06/07/24

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 **430 - Building Inspection**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.070 - Prof Svc Building Plan Check & Inspection**										
10171 - CSG Consultants	B240726	Building Plan Review Services April 24	Paid by EFT # 4699		05/01/2024	05/31/2024	05/31/2024		06/07/2024	7,129.45
Account **6300.070 - Prof Svc Building Plan Check & Inspection** Totals								Invoice Transactions	2	$23,879.45
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9964517502	Verizon Wireless May 2023 (972476364-0001)	Paid by EFT # 4709		05/18/2024	05/31/2024	05/31/2024		06/07/2024	137.33
Account **6380.120 - Utilities Comm Mobile & Pager** Totals								Invoice Transactions	1	$137.33
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	3	$24,016.78
Division **000 - Non-Div** Totals								Invoice Transactions	3	$24,016.78
Department **430 - Building Inspection** Totals								Invoice Transactions	3	$24,016.78
Department **440 - Economic Dev**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.630 - Other Charges Promotional Activities**										
11620 - Certified Folder Display Service, Inc.	611742	Restaurant Guide Disbursement - July 2024	Paid by EFT # 4697		06/01/2024	05/29/2024	05/29/2024		06/07/2024	385.10
Account **6600.630 - Other Charges Promotional Activities** Totals								Invoice Transactions	1	$385.10
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$385.10
Division **000 - Non-Div** Totals								Invoice Transactions	1	$385.10
Department **440 - Economic Dev** Totals								Invoice Transactions	1	$385.10
Fund **100 - General Fund** Totals								Invoice Transactions	133	$218,452.13

Accounts Payable by G/L Distribution Report

Payment Date Range 06/07/24 - 06/07/24

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	4914-1042573	Fuse Holder	Paid by Check # 104627		05/23/2024	05/31/2024	05/31/2024		06/07/2024	286.78
			Account **6360.780 - Maint & Repairs Traffic Signals** Totals					Invoice Transactions	1	$286.78
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9964517502	Verizon Wireless May 2023 (972476364-0001)	Paid by EFT # 4709		05/18/2024	05/31/2024	05/31/2024		06/07/2024	628.87
			Account **6380.120 - Utilities Comm Mobile & Pager** Totals					Invoice Transactions	1	$628.87
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	May 2024 483-6	PG&E - 3982644483-6	Paid by Check # 104643		05/21/2024	06/05/2024	06/05/2024		06/07/2024	17,339.06
10463 - Pacific Gas & Electric	329-1.May24	430 Marina Heights Dr Unit A (2391581329-1)	Paid by Check # 104643		05/15/2024	05/30/2024	05/30/2024		06/07/2024	43.56
			Account **6380.300 - Utilities Gas & Electric** Totals					Invoice Transactions	2	$17,382.62
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056049 053124	Imjin Rd (Irrigation/Backflow Accts)	Paid by Check # 104637		05/31/2024	06/04/2024	06/04/2024		06/07/2024	177.74
10349 - Marina Coast Water District	000056095 053124	2nd Ave	Paid by Check # 104637		05/31/2024	06/04/2024	06/04/2024		06/07/2024	177.74
10349 - Marina Coast Water District	000056037 053124	2nd Ave	Paid by Check # 104637		05/31/2024	06/04/2024	06/04/2024		06/07/2024	177.74
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions	3	$533.22
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10233 - Fastenal Company	CASAL165493	Supplies	Paid by EFT # 4700		05/31/2024	06/04/2024	06/04/2024		06/07/2024	759.21
10416 - Monterey County Petroleum-Sturdy Oil Co.	37127A-IN	City Fuel Ethanol/Diesel	Paid by Check # 104639		05/17/2024	05/23/2024	05/23/2024		06/07/2024	874.56
			Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals					Invoice Transactions	2	$1,633.77
Account **6400.800 - Material & Suppl Uniform**										
10540 - Sierra Springs & Alhambra	9696351 060124	Corp Yard	Paid by Check # 104652		06/01/2024	05/31/2024	05/31/2024		06/07/2024	173.84
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110470405	PW Shop Supplies	Paid by Check # 104660		05/24/2024	05/23/2024	05/23/2024		06/07/2024	70.51
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110474912	PW Shop Supplies	Paid by Check # 104660		05/31/2024	05/31/2024	05/31/2024		06/07/2024	70.51
			Account **6400.800 - Material & Suppl Uniform** Totals					Invoice Transactions	3	$314.86
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	12	$20,780.12
			Division **000 - Non-Div** Totals					Invoice Transactions	12	$20,780.12
			Department **000 - Non-Dept** Totals					Invoice Transactions	12	$20,780.12

Accounts Payable by G/L Distribution Report

Payment Date Range 06/07/24 - 06/07/24

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** Totals			Invoice Transactions	12	$20,780.12

Accounts Payable by G/L Distribution Report

Payment Date Range 06/07/24 - 06/07/24

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	24050501	Marina Pavement Management Program Slurry Seal	Paid by Check # 104623		05/23/2024	05/23/2024	05/23/2024		06/07/2024	819.00
11847 - BKF Engineers	24050500	Marina Pavement Management Program	Paid by Check # 104623		05/23/2024	05/23/2024	05/23/2024		06/07/2024	3,700.50
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions		2	$4,519.50
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions		2	$4,519.50
				Division **000 - Non-Div** Totals			Invoice Transactions		2	$4,519.50
				Department **000 - Non-Dept** Totals			Invoice Transactions		2	$4,519.50
				Fund **422 - Capital Projects - Measure X** Totals			Invoice Transactions		2	$4,519.50

Accounts Payable by G/L Distribution Report

Payment Date Range 06/07/24 - 06/07/24

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**										
10316 - Kimley-Horn & Associates	27604126	Imjin Parkway PS&E	Paid by Check # 104636		05/31/2024	05/29/2024	05/29/2024		06/07/2024	18,526.00
10316 - Kimley-Horn & Associates	27905541	Del Monte Reservation PS&E	Paid by Check # 104636		04/30/2024	05/31/2024	05/31/2024		06/07/2024	11,772.73
11762 - Raimi + Associates, Inc	24-6386	Marina GPU	Paid by EFT # 4705		06/03/2024	06/04/2024	06/04/2024		06/07/2024	16,049.23
11084 - EMC Planning Group	22-003-22	Marina Local Coastal Program Update	Paid by Check # 104630		03/31/2024	05/30/2024	05/30/2024		06/07/2024	1,531.75
10316 - Kimley-Horn & Associates	27905542	Del Monte Median ATP Grant	Paid by Check # 104636		04/30/2024	05/30/2024	05/30/2024		06/07/2024	8,382.64
10588 - United Site Services	INV-4538240	2830 5th Ave (Equestrian Center)	Paid by Check # 104658		05/31/2024	05/31/2024	05/31/2024		06/07/2024	789.82
11489 - Wallace Group, Inc.	61366	Del Monte Medians	Paid by Check # 104661		01/22/2024	05/30/2024	05/30/2024		06/07/2024	1,258.75
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	7	$58,310.92
Account **6700.105 - Capital Outlay Construction**										
11957 - Flock Group, Inc. / Flock Safety	INV-38655	Marina Police Department	Paid by Check # 104633		04/16/2024	05/29/2024	05/29/2024		06/07/2024	750.00
				Account **6700.105 - Capital Outlay Construction** Totals				Invoice Transactions	1	$750.00
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	8	$59,060.92
				Division **000 - Non-Div** Totals				Invoice Transactions	8	$59,060.92
				Department **000 - Non-Dept** Totals				Invoice Transactions	8	$59,060.92
				Fund **462 - City Capital Projects** Totals				Invoice Transactions	8	$59,060.92

Accounts Payable by G/L Distribution Report

Payment Date Range 06/07/24 - 06/07/24

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**										
11964 - Shute Mihaly & Weinberaer LLP	286388	Airport - April 2024	Paid by Check # 104651		05/28/2024	05/29/2024	05/29/2024		06/07/2024	9,144.21
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals								Invoice Transactions	1	$9,144.21
Account **6300.570 - Prof Svc Other**										
10588 - United Site Services	INV-4535225	781 Neeson Rd (North Tarmac)	Paid by Check # 104658		05/31/2024	06/30/2024	05/31/2024		06/07/2024	424.95
11771 - US Fueling Solution	25436	Service Maintenance for 100LL pump repair	Paid by Check # 104659		06/03/2024	07/03/2024	05/31/2024		06/07/2024	2,997.00
Account **6300.570 - Prof Svc Other** Totals								Invoice Transactions	2	$3,421.95
Account **6360.440 - Maint & Repairs Landscape General**										
10154 - Commercial Environment Landscape	2796-0424	Landscape Services for April 2024	Paid by EFT # 4698		04/19/2024	06/19/2024	05/31/2024		06/07/2024	2,900.00
Account **6360.440 - Maint & Repairs Landscape General** Totals								Invoice Transactions	1	$2,900.00
Account **6360.566 - Maint & Repairs Other Equipment**										
11771 - US Fueling Solution	25434	Inspection services for 100LL tank turbine repair	Paid by Check # 104659		05/31/2024	06/30/2024	05/31/2024		06/07/2024	18,168.00
11771 - US Fueling Solution	25435	Freight Out charges for Inv 25383	Paid by Check # 104659		06/03/2024	07/03/2024	05/31/2024		06/07/2024	96.42
11771 - US Fueling Solution	25436	Service Maintenance for 100LL pump repair	Paid by Check # 104659		06/03/2024	07/03/2024	05/31/2024		06/07/2024	139.18
Account **6360.566 - Maint & Repairs Other Equipment** Totals								Invoice Transactions	3	$18,403.60
Account **6360.570 - Maint & Repairs Other Svc Agr**										
11771 - US Fueling Solution	25436	Service Maintenance for 100LL pump repair	Paid by Check # 104659		06/03/2024	07/03/2024	05/31/2024		06/07/2024	1,690.00
Account **6360.570 - Maint & Repairs Other Svc Agr** Totals								Invoice Transactions	1	$1,690.00
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9964517502	Verizon Wireless May 2023 (972476364-0001)	Paid by EFT # 4709		05/18/2024	05/31/2024	05/31/2024		06/07/2024	100.93
Account **6380.120 - Utilities Comm Mobile & Pager** Totals								Invoice Transactions	1	$100.93
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	000021763840	AWOS-Auto Weather Service (9391023449)	Paid by Check # 104621		05/28/2024	07/05/2024	05/31/2024		06/07/2024	31.09
10758 - AT & T CALNET3	000021763834	Fire Alarms Hangar 524 & 533 (93910234443)	Paid by Check # 104621		05/28/2024	07/05/2024	05/31/2024		06/07/2024	56.69
10758 - AT & T CALNET3	000021763835	Fire Alarms Hangar 524 & 533 (9391023444)	Paid by Check # 104621		05/28/2024	07/05/2024	05/31/2024		06/07/2024	56.69
Account **6380.150 - Utilities Comm Phone System** Totals								Invoice Transactions	3	$144.47

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Payment Date Range 06/07/24 - 06/07/24

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 **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	37127A-IN	City Fuel Ethanol/Diesel	Paid by Check # 104639		05/17/2024	05/23/2024	05/23/2024		06/07/2024	190.41
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions	1	$190.41
Account **6400.232 - Material & Suppl Fuel - Aviation Jet A**										
10227 - Epic Aviation	7816604	Jet A Fuel	Paid by Check # 104631		05/31/2024	06/30/2024	05/31/2024		06/07/2024	26,338.74
Account **6400.232 - Material & Suppl Fuel - Aviation Jet A** Totals								Invoice Transactions	1	$26,338.74
Account **6400.352 - Material & Suppl IT - Software (non-capitalize)**										
10897 - TechRx Technology Services	11839	Starlink services	Paid by EFT # 4708		05/31/2024	06/30/2024	05/31/2024		06/07/2024	250.00
Account **6400.352 - Material & Suppl IT - Software (non-capitalize)** Totals								Invoice Transactions	1	$250.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	15	$62,584.31
Division **000 - Non-Div** Totals								Invoice Transactions	15	$62,584.31
Department **000 - Non-Dept** Totals								Invoice Transactions	15	$62,584.31
Fund **555 - Marina Airport** Totals								Invoice Transactions	15	$62,584.31
Grand Totals								Invoice Transactions	170	$365,396.98

Accounts Payable by G/L Distribution Report

Payment Date Range 06/14/24 - 06/14/24

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**										
11033 - Sara Steck Myers	06-04-24	Professional Services - MPWSP May 2024	Paid by EFT # 4730		06/04/2024	06/06/2024	06/06/2024		06/14/2024	16,500.00
				Account **6300.465 - Prof Svc Legal - Special Counsel** Totals				Invoice Transactions	1	$16,500.00
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	1	$16,500.00
				Division **000 - Non-Div** Totals				Invoice Transactions	1	$16,500.00
				Department **120 - City Mgr/HR/Risk** Totals				Invoice Transactions	1	$16,500.00
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.222 - Prof Svc Fin - Fee Study**										
11116 - Revenue & Cost Specialists, LLC	9222	Fee Study	Paid by Check # 104688		06/05/2024	06/11/2024	06/11/2024		06/14/2024	5,717.00
				Account **6300.222 - Prof Svc Fin - Fee Study** Totals				Invoice Transactions	1	$5,717.00
Account **6300.570 - Prof Svc Other**										
11835 - Environmental Innovations, Inc.	2593	Solid Waste Management Services	Paid by Check # 104674		06/05/2024	06/05/2024	06/05/2024		06/14/2024	1,649.27
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	1	$1,649.27
Account **6360.570 - Maint & Repairs Other Svc Agr**										
10129 - Cintas Corporation	4195191955	Mat Service City Hall	Paid by Check # 104670		06/07/2024	06/11/2024	06/11/2024		06/14/2024	52.05
				Account **6360.570 - Maint & Repairs Other Svc Agr** Totals				Invoice Transactions	1	$52.05
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	May 2024 313-6	PG&E 6793435313-6	Paid by Check # 104685		05/28/2024	06/11/2024	06/11/2024		06/14/2024	8,585.53
				Account **6380.300 - Utilities Gas & Electric** Totals				Invoice Transactions	1	$8,585.53
Account **6380.500 - Utilities Water & Sewer**										
10432 - Monterey One Water - former MRWPCA	13002930 053124	3200 Imjin Rd	Paid by Check # 104681		05/31/2024	06/12/2024	06/12/2024		06/14/2024	20.00
10432 - Monterey One Water - former MRWPCA	12003451 053124	0 Seaside Ave & Reservation Rd	Paid by Check # 104681		05/31/2024	06/12/2024	06/12/2024		06/14/2024	55.50
10432 - Monterey One Water - former MRWPCA	12001708 053124	304 Hillcrest Ave	Paid by Check # 104681		05/31/2024	06/12/2024	06/12/2024		06/14/2024	55.50
10432 - Monterey One Water - former MRWPCA	12003245 053124	3254 Abdy Way	Paid by Check # 104681		05/31/2024	06/12/2024	06/12/2024		06/14/2024	55.50
10432 - Monterey One Water - former MRWPCA	12003949 053124	209 Cypress Ave	Paid by Check # 104681		05/31/2024	06/12/2024	06/12/2024		06/14/2024	111.00
10432 - Monterey One Water - former MRWPCA	13000143 053124	3220 Imjin Rd	Paid by Check # 104681		05/31/2024	06/12/2024	06/12/2024		06/14/2024	33.40

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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 **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.500 - Utilities Water & Sewer**										
10432 - Monterey One Water - former MRWPCA	12001627 053124	211 Hillcrest Ave	Paid by Check # 104681		05/31/2024	06/12/2024	06/12/2024		06/14/2024	222.00
10432 - Monterey One Water - former MRWPCA	12000192 053124	3200 Del Monte Ave	Paid by Check # 104681		05/31/2024	06/12/2024	06/12/2024		06/14/2024	55.50
10432 - Monterey One Water - former MRWPCA	1200009 053124	208 Palm Ave	Paid by Check # 104681		05/31/2024	06/12/2024	06/12/2024		06/14/2024	222.00
10349 - Marina Coast Water District	05-31-24	Acct# 000056041 - 3260 Imjin Road	Paid by Check # 104678		05/31/2024	06/11/2024	06/11/2024		06/14/2024	297.33
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions	10	$1,127.73
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	14	$17,131.58
			Division **000 - Non-Div** Totals					Invoice Transactions	14	$17,131.58
			Department **190 - Citywide Non-Dept** Totals					Invoice Transactions	14	$17,131.58
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.570 - Maint & Repairs Other Svc Agr**										
10493 - Pure H2O	22140	Water Cooler Service Police & Fire 06/01/24	Paid by Check # 104686		06/01/2024	06/06/2024	06/06/2024		06/14/2024	88.55
			Account **6360.570 - Maint & Repairs Other Svc Agr** Totals					Invoice Transactions	1	$88.55
Account **6600.455 - Other Charges Leased Parking**										
10253 - George T. Powell	06012024	Parking Rental Fees	Paid by Check # 104676		06/01/2024	06/06/2024	06/06/2024		06/14/2024	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	2	$1,135.55
			Division **000 - Non-Div** Totals					Invoice Transactions	2	$1,135.55
			Department **210 - Police** Totals					Invoice Transactions	2	$1,135.55
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	124227	Plan review & inspection at Sea Haven Townhomes Lot 91	Paid by Check # 104668		05/20/2024	06/06/2024	06/06/2024		06/14/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124201	Letter Registration & Inspections at 3034 El Capitan Drive	Paid by Check # 104668		05/05/2024	06/06/2024	06/06/2024		06/14/2024	230.00

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10841 - Carmel Fire Protection Associates - Art Black	124200	Letter Registration & Inspections at 3036 El Capitan Drive	Paid by Check # 104668		05/05/2024	06/06/2024	06/06/2024		06/14/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124199	Letter Registration & Inspections at 3049 Lamont Way	Paid by Check # 104668		05/05/2024	06/06/2024	06/06/2024		06/14/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124198	Letter Registration & Inspections at 3051 Lamont Way	Paid by Check # 104668		05/05/2024	06/06/2024	06/06/2024		06/14/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124197	Letter Registration & Inspections at 595 Santa Ynez Way	Paid by Check # 104668		05/05/2024	06/06/2024	06/06/2024		06/14/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124196	Letter Registration & Inspections at 597 Santa Ynez Way	Paid by Check # 104668		05/05/2024	06/06/2024	06/06/2024		06/14/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124263	Plan review & inspection at Dunes Promenade Bldg B, D, E & F	Paid by Check # 104668		05/29/2024	06/11/2024	06/11/2024		06/14/2024	380.00
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	8	$1,990.00
Account **6360.570 - Maint & Repairs Other Svc Agr**										
10129 - Cintas Corporation	4195191985	Towel Service - Shop Twl Red, Gray Microfiber Wipe	Paid by Check # 104670		06/07/2024	06/11/2024	06/11/2024		06/14/2024	138.05
10493 - Pure H2O	22140	Water Cooler Service Police & Fire 06/01/24	Paid by Check # 104686		06/01/2024	06/06/2024	06/06/2024		06/14/2024	113.53
				Account **6360.570 - Maint & Repairs Other Svc Agr** Totals				Invoice Transactions	2	$251.58
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	9965063798	598.91	Paid by EFT # 4732		05/25/2024	06/06/2024	06/06/2024		06/14/2024	598.91
				Account **6380.120 - Utilities Comm Mobile & Pager** Totals				Invoice Transactions	1	$598.91
Account **6400.740 - Material & Suppl Special Dept Suppl**										
11393 - Carmel Roasters, Inc.	69663	FD Coffee - 3 boxes	Paid by Check # 104669		06/05/2024	06/11/2024	06/11/2024		06/14/2024	262.20
				Account **6400.740 - Material & Suppl Special Dept Suppl** Totals				Invoice Transactions	1	$262.20
Account **6400.795 - Material & Suppl Turnout Equip-Structure Fires**										
10323 - L.N. Curtis & Sons	PINV906059	Turnouts for Andrew Thomas	Paid by EFT # 4727		06/10/2024	06/11/2024	06/11/2024		06/14/2024	6,174.81
				Account **6400.795 - Material & Suppl Turnout Equip-Structure Fires** Totals				Invoice Transactions	1	$6,174.81

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.796 - Material & Suppl Turnout Equip-Wildland Fires**										
11930 - American Medical Response West/American Medical Re	8609250	CPR tool for Firefighters	Paid by Check # 104665		06/10/2024	06/11/2024	06/11/2024		06/14/2024	16,633.28
Account **6400.796 - Material & Suppl Turnout Equip-Wildland Fires** Totals								Invoice Transactions	1	$16,633.28
Account **6400.800 - Material & Suppl Uniform**										
10323 - L.N. Curtis & Sons	INV813703	Uniform shirt for S. Devincenzi	Paid by EFT # 4727		04/16/2024	06/11/2024	06/11/2024		06/14/2024	140.52
Account **6400.800 - Material & Suppl Uniform** Totals								Invoice Transactions	1	$140.52
Account **6600.455 - Other Charges Leased Parking**										
10253 - George T. Powell	06012024	Parking Rental Fees	Paid by Check # 104676		06/01/2024	06/06/2024	06/06/2024		06/14/2024	353.00
Account **6600.455 - Other Charges Leased Parking** Totals								Invoice Transactions	1	$353.00
Account **6600.480 - Other Charges Medical Svc - Employee**										
11869 - Agile Occupational Medicine PC	EM020137-1	Hepatitis, PPD/TB Skin Test for FD Staff	Paid by EFT # 4724		05/23/2024	06/06/2024	06/06/2024		06/14/2024	520.00
11869 - Agile Occupational Medicine PC	EM015968-1	PPD/TB Skin Test for FD Staff	Paid by EFT # 4724		03/19/2024	06/06/2024	06/06/2024		06/14/2024	60.00
11869 - Agile Occupational Medicine PC	EM015483	PPD/TB Skin Test for FD Staff	Paid by EFT # 4724		03/12/2024	06/06/2024	06/06/2024		06/14/2024	20.00
11869 - Agile Occupational Medicine PC	EM021527-1	Hepatitis, PPD/TB Skin Test for FD Staff, JA & CB	Paid by EFT # 4724		06/08/2024	06/11/2024	06/11/2024		06/14/2024	448.00
Account **6600.480 - Other Charges Medical Svc - Employee** Totals								Invoice Transactions	4	$1,048.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	20	$27,452.30
Division **000 - Non-Div** Totals								Invoice Transactions	20	$27,452.30
Department **250 - Fire** Totals								Invoice Transactions	20	$27,452.30
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.065 - Maint & Repairs Bdg NonFlagship**										
10034 - American Supply Co.	0184702	Branch's Purchase for the City	Paid by Check # 104666		05/15/2024	06/05/2024	06/05/2024		06/14/2024	215.88
10034 - American Supply Co.	0185147	City Supplies	Paid by Check # 104666		06/04/2024	06/05/2024	06/05/2024		06/14/2024	2,078.81
10034 - American Supply Co.	0185231	Branch's Order for the City	Paid by Check # 104666		06/07/2024	06/11/2024	06/11/2024		06/14/2024	557.50
10250 - Gavilan Pest Control	0162551	Glorya Jean Tate Park Gophers	Paid by Check # 104675		05/31/2024	06/05/2024	06/05/2024		06/14/2024	300.00
10250 - Gavilan Pest Control	0162453	Preston Park Squirrels	Paid by Check # 104675		05/31/2024	06/05/2024	06/05/2024		06/14/2024	180.00

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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	0162615	2660 5th Ave Corp Yard	Paid by Check # 104675		05/31/2024	06/05/2024	06/05/2024		06/14/2024	465.00
			Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals				Invoice Transactions		6	$3,797.19
Account **6360.440 - Maint & Repairs Landscape General**										
10368 - Martin's Irrigation Supply	653930	Rubber Kit	Paid by Check # 104680		05/15/2024	06/05/2024	06/05/2024		06/14/2024	231.83
			Account **6360.440 - Maint & Repairs Landscape General** Totals				Invoice Transactions		1	$231.83
Account **6360.690 - Maint & Repairs Supplies**										
10728 - Ace Hardware-Public Works	088440	Vince DiMaggio Park	Paid by Check # 104664		05/30/2024	06/05/2024	06/05/2024		06/14/2024	21.84
10728 - Ace Hardware-Public Works	088446	Vince DiMaggio Park	Paid by Check # 104664		05/30/2024	06/05/2024	06/05/2024		06/14/2024	43.66
10728 - Ace Hardware-Public Works	088441	Vince DiMaggio Park	Paid by Check # 104664		05/30/2024	06/05/2024	06/05/2024		06/14/2024	32.74
10728 - Ace Hardware-Public Works	088475	Old Yard	Paid by Check # 104664		06/04/2024	06/11/2024	06/11/2024		06/14/2024	14.19
10728 - Ace Hardware-Public Works	088478	Old Yard	Paid by Check # 104664		06/04/2024	06/11/2024	06/11/2024		06/14/2024	5.33
10728 - Ace Hardware-Public Works	088472	Vince DiMaggio Park	Paid by Check # 104664		06/03/2024	06/11/2024	06/11/2024		06/14/2024	15.27
10728 - Ace Hardware-Public Works	088500	Public Safety	Paid by Check # 104664		06/06/2024	06/11/2024	06/11/2024		06/14/2024	26.23
10728 - Ace Hardware-Public Works	088490	Supplies	Paid by Check # 104664		06/05/2024	06/11/2024	06/11/2024		06/14/2024	45.81
10728 - Ace Hardware-Public Works	088484	Vince DiMaggio Park	Paid by Check # 104664		06/05/2024	06/11/2024	06/11/2024		06/14/2024	31.63
10728 - Ace Hardware-Public Works	088496	Tools for grounds	Paid by Check # 104664		06/05/2024	06/11/2024	06/11/2024		06/14/2024	25.12
10728 - Ace Hardware-Public Works	088488	Safety Gear/PPE	Paid by Check # 104664		06/05/2024	06/11/2024	06/11/2024		06/14/2024	10.91
10728 - Ace Hardware-Public Works	088487	Locke Paddon Park	Paid by Check # 104664		06/05/2024	06/11/2024	06/11/2024		06/14/2024	14.19
10728 - Ace Hardware-Public Works	088491	Vince DiMaggio Park	Paid by Check # 104664		06/05/2024	06/11/2024	06/11/2024		06/14/2024	5.44
			Account **6360.690 - Maint & Repairs Supplies** Totals				Invoice Transactions		13	$292.36
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056098 060624	3254 Abdy Way (Tate-Park Building)	Paid by Check # 104678		06/06/2024	06/12/2024	06/12/2024		06/14/2024	52.60

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Fund **100 - General Fund**										
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056014 060624	3200 Del Monte Ave	Paid by Check # 104678		06/06/2024	06/12/2024	06/12/2024		06/14/2024	2,082.39
10349 - Marina Coast Water District	000056034 060624	3240 DeForest Rd	Paid by Check # 104678		06/06/2024	06/12/2024	06/12/2024		06/14/2024	616.22
10349 - Marina Coast Water District	000056011 060624	3254 Abdy Way (Tate Park-Irrigation)	Paid by Check # 104678		06/06/2024	06/12/2024	06/12/2024		06/14/2024	2,041.25
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions	4	$4,792.46
Account **6400.733 - Material & Suppl Signs**										
10108 - Capitol Barricade, Inc.	165255	Signs	Paid by Check # 104667		06/06/2024	06/12/2024	06/12/2024		06/14/2024	3,323.73
10108 - Capitol Barricade, Inc.	165256	Signs/Brackets	Paid by Check # 104667		06/06/2024	06/12/2024	06/12/2024		06/14/2024	2,379.47
10967 - Monterey Signs, Inc.	24580	New Park Rules Signs	Paid by EFT # 4728		05/06/2024	06/05/2024	06/05/2024		06/14/2024	4,104.56
			Account **6400.733 - Material & Suppl Signs** Totals					Invoice Transactions	3	$9,807.76
Account **6400.800 - Material & Suppl Uniform**										
11607 - Downing, Joshua - refunds only	06-06-24	Safety Glasses Reimbursement	Paid by Check # 104672		06/06/2024	06/05/2024	06/05/2024		06/14/2024	200.00
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110480193	PW Uniforms	Paid by Check # 104689		06/07/2024	06/12/2024	06/12/2024		06/14/2024	837.39
			Account **6400.800 - Material & Suppl Uniform** Totals					Invoice Transactions	2	$1,037.39
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	29	$19,958.99
			Division **311 - Buildings & Grounds** Totals					Invoice Transactions	29	$19,958.99
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.850 - Maint & Repairs Vehicle**										
10403 - NAPA Auto Parts - former Monterey Auto Supply	993423	Rotor/Pads	Paid by Check # 104682		07/07/2023	05/14/2024	05/14/2024		06/14/2024	(638.56)
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-058253	FD	Paid by Check # 104682		05/22/2024	06/11/2024	06/11/2024		06/14/2024	77.11
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-060695	FD	Paid by Check # 104682		06/04/2024	06/11/2024	06/11/2024		06/14/2024	312.50
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-060710	FD	Paid by Check # 104682		06/04/2024	06/11/2024	06/11/2024		06/14/2024	211.60
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-057973	PD	Paid by Check # 104682		05/21/2024	06/12/2024	06/12/2024		06/14/2024	109.41
			Account **6360.850 - Maint & Repairs Vehicle** Totals					Invoice Transactions	5	$72.06
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	5	$72.06
			Division **313 - Vehicle Maint** Totals					Invoice Transactions	5	$72.06
			Department **310 - Public Works** Totals					Invoice Transactions	34	$20,031.05

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Fund **100 - General Fund**										
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.610 - Prof Svc Planning - Consultant**										
10268 - Harris & Associates	62969	In House Planning Support	Paid by Check # 104677		06/05/2024	06/12/2024	06/12/2024		06/14/2024	2,560.00
			Account **6300.610 - Prof Svc Planning - Consultant** Totals					Invoice Transactions	1	$2,560.00
Account **6330.100 - Fee Agr Costs - Planning**										
10189 - Denise Duffy & Associates	9196	Las Animas IS/MND	Paid by Check # 104671		06/05/2024	06/06/2024	06/06/2024		06/14/2024	3,804.00
			Account **6330.100 - Fee Agr Costs - Planning** Totals					Invoice Transactions	1	$3,804.00
Account **6400.565 - Material & Suppl Office Supplies**										
10732 - Office Depot-General Account	369406315001	Supplies	Paid by Check # 104684		05/27/2024	06/12/2024	06/12/2024		06/14/2024	22.93
10732 - Office Depot-General Account	367170609001	Building Paper Permits	Paid by Check # 104684		05/30/2024	06/12/2024	06/12/2024		06/14/2024	29.54
			Account **6400.565 - Material & Suppl Office Supplies** Totals					Invoice Transactions	2	$52.47
Account **6500.700 - Training & Travel Training & Travel**										
11997 - Marissa Huntley - refunds only	06-12-24	Reimbursement for Training	Paid by Check # 104679		06/12/2024	06/12/2024	06/12/2024		06/14/2024	110.75
			Account **6500.700 - Training & Travel Training & Travel** Totals					Invoice Transactions	1	$110.75
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	5	$6,527.22
			Division **000 - Non-Div** Totals					Invoice Transactions	5	$6,527.22
			Department **410 - Planning** Totals					Invoice Transactions	5	$6,527.22
Department **420 - Engineering**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)**										
10897 - TechRx Technology Services	11892	Michaelle's Computer	Paid by EFT # 4731		06/01/2024	06/05/2024	06/05/2024		06/14/2024	1,235.00
			Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)** Totals					Invoice Transactions	1	$1,235.00
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	1	$1,235.00
			Division **000 - Non-Div** Totals					Invoice Transactions	1	$1,235.00
			Department **420 - Engineering** Totals					Invoice Transactions	1	$1,235.00

Accounts Payable by G/L Distribution Report

Payment Date Range 06/14/24 - 06/14/24

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 **430 - Building Inspection**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.070 - Prof Svc Building Plan Check & Inspection**										
10171 - CSG Consultants	B240946	Building Plan Review Services	Paid by EFT # 4725		06/03/2024	06/11/2024	06/11/2024		06/14/2024	6,620.24
Account **6300.070 - Prof Svc Building Plan Check & Inspection** Totals								Invoice Transactions	1	$6,620.24
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$6,620.24
Division **000 - Non-Div** Totals								Invoice Transactions	1	$6,620.24
Department **430 - Building Inspection** Totals								Invoice Transactions	1	$6,620.24
Fund **100 - General Fund** Totals								Invoice Transactions	78	$96,632.94

Accounts Payable by G/L Distribution Report

Payment Date Range 06/14/24 - 06/14/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **110 - Vehicle and Equipment**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6600.450 - Other Charges Leases & Rents**										
11491 - Enterprise FM Trust - Fleet Lease payments only	FBN5060495	Lease Payment/June 24	Paid by EFT # 4726		06/05/2024	06/11/2024	06/11/2024		06/14/2024	21,319.73
Account **6600.450 - Other Charges Leases & Rents** Totals								Invoice Transactions	1	$21,319.73
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$21,319.73
Division **000 - Non-Div** Totals								Invoice Transactions	1	$21,319.73
Department **000 - Non-Dept** Totals								Invoice Transactions	1	$21,319.73
Fund **110 - Vehicle and Equipment** Totals								Invoice Transactions	1	$21,319.73

Accounts Payable by G/L Distribution Report

Payment Date Range 06/14/24 - 06/14/24

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 **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	147077	Landscape Maintenance May 2024	Paid by Check # 104683		05/31/2024	06/12/2024	06/12/2024		06/14/2024	675.00
Account **6360.440 - Maint & Repairs Landscape General** Totals							Invoice Transactions		1	$675.00
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions		1	$675.00
Division **000 - Non-Div** Totals							Invoice Transactions		1	$675.00
Department **000 - Non-Dept** Totals							Invoice Transactions		1	$675.00
Fund **130 - Library Maintenance** Totals							Invoice Transactions		1	$675.00

Accounts Payable by G/L Distribution Report

Payment Date Range 06/14/24 - 06/14/24

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	May 2024 313-6	PG&E 6793435313-6	Paid by Check # 104685		05/28/2024	06/11/2024	06/11/2024		06/14/2024	988.31
			Account **6380.300 - Utilities Gas & Electric** Totals				Invoice Transactions		1	$988.31
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	000056036 053124	2nd Ave/Divarty & Intergarrison	Paid by Check # 104678		05/31/2024	06/05/2024	06/05/2024		06/14/2024	177.74
10349 - Marina Coast Water District	000056084 060624	Crescent/Schuler/Irrigation	Paid by Check # 104678		06/06/2024	06/12/2024	06/12/2024		06/14/2024	28.34
10349 - Marina Coast Water District	000056085 060624	Crescent/Whitney Irrigation	Paid by Check # 104678		06/06/2024	06/12/2024	06/12/2024		06/14/2024	28.34
10349 - Marina Coast Water District	000056087 060624	Crescent Ave/Costa Del Mar Irrigation	Paid by Check # 104678		06/06/2024	06/12/2024	06/12/2024		06/14/2024	28.34
10349 - Marina Coast Water District	000056086 060624	Crescent Ave/Sirena Del Mar Irrigation	Paid by Check # 104678		06/06/2024	06/12/2024	06/12/2024		06/14/2024	28.34
10349 - Marina Coast Water District	000056032 060624	Crescent Ave/Contra Del Mar East Side	Paid by Check # 104678		06/06/2024	06/12/2024	06/12/2024		06/14/2024	62.91
10349 - Marina Coast Water District	000056008 060624	Reservation & Del Monte	Paid by Check # 104678		06/06/2024	06/12/2024	06/12/2024		06/14/2024	28.34
10349 - Marina Coast Water District	000056030 060624	Crescent Ave/Reser Rd/Ramada Inn	Paid by Check # 104678		06/06/2024	06/12/2024	06/12/2024		06/14/2024	38.22
10349 - Marina Coast Water District	000056104 053124	2850 5th Ave	Paid by Check # 104678		05/31/2024	06/12/2024	06/12/2024		06/14/2024	98.96
			Account **6380.500 - Utilities Water & Sewer** Totals				Invoice Transactions		9	$519.53
Account **6400.800 - Material & Suppl Uniform**										
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110480194	PW Shop Items	Paid by Check # 104689		06/07/2024	06/12/2024	06/12/2024		06/14/2024	70.51
			Account **6400.800 - Material & Suppl Uniform** Totals				Invoice Transactions		1	$70.51
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions		11	$1,578.35
			Division **000 - Non-Div** Totals				Invoice Transactions		11	$1,578.35
			Department **000 - Non-Dept** Totals				Invoice Transactions		11	$1,578.35
			Fund **220 - Gas Tax** Totals				Invoice Transactions		11	$1,578.35

Accounts Payable by G/L Distribution Report

Payment Date Range 06/14/24 - 06/14/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **225 - National Park Service**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.500 - Utilities Water & Sewer**										
10432 - Monterey One Water - former MRWPCA	13000183 053124	4th Ave Dy Dr	Paid by Check # 104681		05/31/2024	06/12/2024	06/12/2024		06/14/2024	333.00
Account **6380.500 - Utilities Water & Sewer** Totals							Invoice Transactions	1		$333.00
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$333.00
Division **000 - Non-Div** Totals							Invoice Transactions	1		$333.00
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$333.00
Fund **225 - National Park Service** Totals							Invoice Transactions	1		$333.00

Accounts Payable by G/L Distribution Report

Payment Date Range 06/14/24 - 06/14/24

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 **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	147077	Landscape Maintenance May 2024	Paid by Check # 104683		05/31/2024	06/12/2024	06/12/2024		06/14/2024	218.00
Account **6360.440 - Maint & Repairs Landscape General** Totals							Invoice Transactions		1	$218.00
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions		1	$218.00
Division **000 - Non-Div** Totals							Invoice Transactions		1	$218.00
Department **000 - Non-Dept** Totals							Invoice Transactions		1	$218.00
Fund **232 - Seabreeze AD** Totals							Invoice Transactions		1	$218.00

Accounts Payable by G/L Distribution Report

Payment Date Range 06/14/24 - 06/14/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **233 - Monterey Bay Estates AD**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	147077	Landscape Maintenance May 2024	Paid by Check # 104683		05/31/2024	06/12/2024	06/12/2024		06/14/2024	468.00
Account **6360.440 - Maint & Repairs Landscape General** Totals								Invoice Transactions	1	$468.00
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	May 2024 313-6	PG&E 6793435313-6	Paid by Check # 104685		05/28/2024	06/11/2024	06/11/2024		06/14/2024	10.91
Account **6380.300 - Utilities Gas & Electric** Totals								Invoice Transactions	1	$10.91
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	2	$478.91
Division **000 - Non-Div** Totals								Invoice Transactions	2	$478.91
Department **000 - Non-Dept** Totals								Invoice Transactions	2	$478.91
Fund **233 - Monterey Bay Estates AD** Totals								Invoice Transactions	2	$478.91

Accounts Payable by G/L Distribution Report

Payment Date Range 06/14/24 - 06/14/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **235 - Cypress Cove II AD**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	147077	Landscape Maintenance May 2024	Paid by Check # 104683		05/31/2024	06/12/2024	06/12/2024		06/14/2024	530.00
Account **6360.440 - Maint & Repairs Landscape General** Totals							Invoice Transactions		1	$530.00
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	May 2024 313-6	PG&E 6793435313-6	Paid by Check # 104685		05/28/2024	06/11/2024	06/11/2024		06/14/2024	10.51
Account **6380.300 - Utilities Gas & Electric** Totals							Invoice Transactions		1	$10.51
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions		2	$540.51
Division **000 - Non-Div** Totals							Invoice Transactions		2	$540.51
Department **000 - Non-Dept** Totals							Invoice Transactions		2	$540.51
Fund **235 - Cypress Cove II AD** Totals							Invoice Transactions		2	$540.51

Accounts Payable by G/L Distribution Report

Payment Date Range 06/14/24 - 06/14/24

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 **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	147077	Landscape Maintenance May 2024	Paid by Check # 104683		05/31/2024	06/12/2024	06/12/2024		06/14/2024	249.00
				Account **6360.440 - Maint & Repairs Landscape General** Totals				Invoice Transactions	1	$249.00
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	1	$249.00
				Division **000 - Non-Div** Totals				Invoice Transactions	1	$249.00
				Department **000 - Non-Dept** Totals				Invoice Transactions	1	$249.00
				Fund **251 - CFD - Locke Paddon** Totals				Invoice Transactions	1	$249.00

Accounts Payable by G/L Distribution Report

Payment Date Range 06/14/24 - 06/14/24

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**										
10462 - Pacific Crest Engineering	13727	Salinas Ave Widening Project Pavement Study	Paid by EFT # 4729		04/30/2024	06/12/2024	06/12/2024		06/14/2024	2,420.00
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	1	$2,420.00
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	1	$2,420.00
				Division **000 - Non-Div** Totals				Invoice Transactions	1	$2,420.00
				Department **000 - Non-Dept** Totals				Invoice Transactions	1	$2,420.00
				Fund **462 - City Capital Projects** Totals				Invoice Transactions	1	$2,420.00
				Grand Totals				Invoice Transactions	99	$124,445.44

DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
June 18, 2024

MINUTES

Tuesday, June 4, 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

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

Council Chambers
211 Hillcrest Avenue
Marina, California

TELECONFERENCE LOCATION: [1]
Fairfield Inn / Lobby
227 West San Marcos Boulevard
San Marcos, CA, USA 92069

AND

Zoom Meeting URL: https://zoom.us/j/730251556
Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

PARTICIPATION

You may participate in the City Council meeting in person or in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at https://cityofmarina.org/. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only.

The most effective method of communication with the City Council is by sending an email to marina@cityofmarina.org Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

1. CALL TO ORDER
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

   MEMBERS PRESENT: Jenny McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado

[1] Note: Pursuant to Government Code Section 54953(b), this meeting will include teleconference participation by Council Member Brian McCarthy from the address above. This Notice and Agenda will be posted at the teleconference location.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS: None
4. CLOSED SESSION:
   a. Conference with Legal Counsel: Anticipated Litigation (§ 54956.9(d)(2)) 2 cases: A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.
   b. Conference with Legal Counsel: Existing Litigation (§ 54956.9(d)) 1 case: (1) Davila v. City of Marina Police Department, ARB22-0249

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

City Attorney reported out Closed Session: Council met in closed session and there was no reportable action taken.

5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
6. SPECIAL PRESENTATIONS:
   a. Proclamations
      i. Pride Month Proclamation
      ii. Namwon Presentation
7. COUNCIL AND STAFF ANNOUNCEMENTS:

- Council Member McAdams – Attended Pride Flag Ceremony on Saturday and noted John Laird and Wendy Root Askew attended as well. Commented on the Recreation Department's new kiosk in City Hall for registering youths and seniors for events.
- Mayor Pro Tem Visscher – Attended the Multicultural Festival this weekend, was a fantastic event.
- Recreation Director Willer – Spoke about the Multicultural Festival and the final outcome of all the planning that went into it. 13 performances, 23 organizations represented as vendors. Estimated 1500 participants. Thanked all staff who volunteered their time. Also commented on the 2024 Aids Lifecycle at Windy Hill Park.
- Council Member McCarthy – Commented on the 2024 Aids Lifecycle event on Monday at Windy Hill Park. This ride takes place from San Fransico to Los Angeles to help raise funds for the Aids Foundation. Showed a short video of the 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.*

- Howard Gustafson – Commented on the Namwon presentation and provided some history on the naming of Fort Ord roads and streets as it relates to the Korean war.

- May – Commented on the Multicultural Festival and asked if the stage could be moved forward so the public could see it better. Also announced that St. Jude's church is having a Korean lunch on June 23, 2024, from 9:00am-2:00pm, cost is $30/per meal.
- Lorna Moffitt – Spoke about the need to keep trees, especially the eucalyptus.
- Edmundo Mecedo – Commented on the Solar Access Act and asked if the city will take steps to move into compliance.
- Doug Yount – Thank the council for its efforts in the Sister City program, great opportunity. Commented on agenda items 10m(1) commission appointments and 10e(1) and 10f(5) as they related to 2nd Ave.
- Jeff Markham – Gave acknowledgement to Councilmember Biala for her presentation on their trip to Namwon. Noted ACOM is important within the community.
- Brian Rosen – Commented about tourism and a train to the Dunes State Park.

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 104560-104617, totaling $1,732,749.02

    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. 2024-52**, approving advertising and call for bids for the 2024 Citywide Street Reconstruction 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. 2024-53**, certifying City of Marina compliance with State law (Proposition 218) with respect to special assessment for the Cypress Cove II Landscape Maintenance Assessment District for FY 2024-2025. *(Not a Project under CEQA per Article 20, Section 15378)*

(2) Adopting **Resolution No. 2024-54**, certifying City of Marina compliance with State law (Proposition 218) with respect to special assessment for the Seabreeze Landscape Maintenance Assessment District for FY 2024-2025. *(Not a Project under CEQA per Article 20, Section 15378)*

(3) Adopting **Resolution No. 2024-55**, certifying City of Marina compliance with State law (Proposition 218) with respect to special assessment for the Monterey Bay Estates Landscape Maintenance Assessment District for FY 2024-2025. *(Not a Project under CEQA per Article 20, Section 15378)*

(4) Adopting **Resolution No. 2024-56**, approving a correction to the salary schedule for the MPSMA Fire Division Chief. *(Not a Project under CEQA per Article 20, Section 15378)*

(5) Adopting **Resolution No. 2024-57**, adopting an updated list of projects for Fiscal Year 2024-25 funded by SB 1: The Road Repair and Accountability Act of 2017. *(Not a Project under CEQA per Article 20, Section 15378)*

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

(1) Adopting **Resolution No. 2024-58**, amending the Memorandum of Understanding (MOU) regarding cooperative assistance to comply with Senate Bill 1383, Food Waste Reduction and Organics Recycling Regulations, incorporating changes in the annual cost of program activities. *(Not a Project under CEQA per Article 20, Section 15378)*

(2) Adopting **Resolution No. 2024-59**, calling for a general municipal election in the City of Marina on Tuesday, November 5, 2024, for the election of certain city officers; and requesting the Count of Monterey agree to the consolidation of the election with the statewide general election and requesting the County Elections Department to render any and all services required to conduct the election. *(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):

(1) Read by Title Only and adopting **Ordinance No. 2024-06**, modifying Title 17 (Zoning Ordinance) to implement Program 7.1 of the Housing Element. This action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

m. APPROVE APPOINTMENTS: *(Not a Project under CEQA per Article 20, Section 15378)*

(1) Appointing to Public Works Commission: Jaime Schrabeck and Joosik Choi. 2-seats expiring February 2026.

Council Member McAdams congratulated the newly appointed public works commissioners.

Council Member McCarthy commented on agenda item 10g(1) and support this item

Council Member Biala commented on agenda item 10g(1)

Mayor Pro Tem Visscher commented on agenda item 10m(1) and asked if training would be provided.

Mayor Delgado pulled agenda item 10f(5) for brief discussion and questions

DELGADO/MCADAMS: TO APPROVE THE CONSENT AGENDA MINUS 10f(5). 5-0-0-0 Motion Passes by Roll Call Vote

10f(5)

DELGADO/MCADAMS: TO APPROVE AGENDA ITEM 10f(5). 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. City Council to consider an Appeal of the Planning Commission's April 11, 2024, approval of Coastal Development Permit (CDP 23-0004) for the Monterey-Salinas Transit (MST) SURF! Busway and Rapid Transit (BRT) project. The Appeal is limited to the 0.37-acre portion of the TAMC right-of-way located in the City's Coastal permitting jurisdiction. The project is statutorily exempt from CEQA under SB 922, PRC § 21080.25(b). ***Continued from May 21, 2024.***

Public Comments:

The following participants spoke in opposition of the MST Surf Project: Steve Kennedy, Howard Gustafson, Mia Nguyen, Brian Rosen, Lorna Moffitt, Mike Kennedy, Mason Clark, Brette.

The following participants spoke in favor of the MST Surf Project: Monica Kwall, Carl Sedoryk, Todd Muck.

MCADAMS/VISSCHER: TO ADOPT RESOLUTION NO. 2024-60, UPHOLDING THE PLANNING COMMISSION'S APPROVAL CDP 23-0004 FOR THE SURF! PROJECT AND DENY THE APPEAL SUBJECT TO FINDINGS, CONDITIONS OF APPROVAL, AND CEQA STATUTORY EXEMPTION 21080.25(B); AND MODIFY CONDITION NUMBER ONE TO REQUIRE THE EXTENSION DECISION TO COME BACK TO THIS BODY. 4-0-0-1(McCarthy) Motion Passes by Roll Call Vote: Ayes: McAdams, Biala, Visscher, Delgado – Noes: None – Abstentions: McCarthy.

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. Receive presentation from Marina Coast Water District on Notice of Proposed Increase in Water, Recycled Water and Sewer Service Charges and provide staff with direction.

The city Council received a presentation from Marina Coast Water District on proposed rate increases and no direction was given.

Public Comments:

- Peter Le – Commented on the email he sent to council regarding the proposed rate increase and asked who pays the fees for the fire hydrant maintenance.

b. Adopting **Resolution No. 2024-61**, approving the Below Market Rate Housing Agreement for the Marina Station Development and finding the action exempt from environmental review per § 15162 of the CEQA Guidelines.

Public Comments:

- Dustin Bogue – Excited about this project. Spoke about the future sale of homes under this program.
- Denise Turley – Asked who would own the rentals of this project?
- Cristina Medina Dirksen – Appreciates this project moving forward and asked about deed restrictions and delayed property taxes, like what took place for the Dunes Project. Supports the project.

Council Member McCarthy left the meeting at 11:30 P.M.

MCADAMS/BIALA: TO ADOPT RESOLUTION NO. 2024-61, APPROVING THE BELOW MARKET RATE HOUSING AGREEMENT FOR THE MARINA STATION DEVELOPMENT AND FINDING THE ACTION EXEMPT FROM ENVIRONMENTAL REVIEW PER § 15162 OF THE CEQA GUIDELINES. 4-0-0-0 Motion Passes.

c. Adopting **Resolution No. 2024-62**, making findings and approving revisions to Mitigation Measure 4.4-1 for the Final Environmental Impact Report for the Marina Station Specific Plan and find the action exempt from environmental review per § 15162 of the CEQA Guidelines.

Council Member Biala recused herself from this item due to conflicts of interest.

Public Comments:

- Scott Waltz – Supports revision to the mitigation measure 4.4-1 of the EIR.
- Dustin Bogue – echo and share Scott's comments and look forward to mitigating it and creating a restoration plan that's successful.

VISSCHER/MCADAMS: TO ADOPT RESOLUTION NO. 2024-62, MAKING FINDINGS AND APPROVING REVISIONS TO MITIGATION MEASURE 4.4-1 FOR THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE MARINA STATION SPECIFIC PLAN AND FIND THE ACTION EXEMPT FROM ENVIRONMENTAL REVIEW PER § 15162 OF THE CEQA GUIDELINES. 3-0-0-0 Motion Passes

d. Adopting Resolution No. 2024-, approving final design of Sea Haven Park including relocating playground equipment originally purchased for Sea Haven Park to Glorya Jean Tate Park; approving final design of Glorya Jean Tate Park; approving transferring the needed unexpended fund balance of approximately $1,813,136 from Glorya Jean Tate Park (Capital Project # QLP2119) to Sea Haven Community Park (Capital Project # QLP 2016). *(not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061)* ***Continued to June 18, 2024***

e. Council update on future Police, Fire and Community Facilities and potential General Obligation Bond ballot measure. ***Continued to June 18, 2024***

f. Briefing on the Establishment of an Enhanced Infrastructure Financing District (EIFD) with the County of Monterey and the City of Marina for the Joby Aviation Manufacturing Facility. ***Continued to June 18, 2024***

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

a. Monterey County Mayor's Association [Mayor Bruce Delgado]

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

15. ADJOURNMENT: The meeting adjourned at 12:00 A.M.

_____
Anita Sharp, Deputy City Clerk

ATTEST:

_____
Bruce C. Delgado, Mayor

June 11, 2024 Item No. **10f(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2022 HOMELAND SECURITY GRANT PROGRAM PROJECT #24 FOR MARINA-FD BALLISTIC VESTS AND HELMETS

RECOMMENDATION:
It is recommended that the City Council:

1. Consider adopting Resolution No. 2024-, authorizing the acceptance of fiscal year 2022 Homeland Security Grant Program Project #24: Marina FD-Ballistic Vests and Helmets, and:

2. Authorize the City Manager to sign the acceptance letter.

BACKGROUND:
The Homeland Security Grant Program (HSGP) is a federally funded grant aiding local government agencies in their efforts to prevent, protect, mitigate, and respond to acts of terrorism and other threats. HSGP funding also provides resources required for implementation and administering of the National Preparedness System. Department of Emergency Management (DEM) staff administers the HSGP on behalf of the Monterey County Operational Areas.

HSGP funds are received annually for the Operational Areas for the purchase of specialized equipment for fire, law enforcement, and public safety agencies and other local jurisdictional emergency management preparedness needs. Equipment purchased with HSGP funding enhances the capabilities of local governments and stakeholder agencies to plan for and respond to large scale emergencies, disasters, and other hazardous events.

The Marina Fire Department has been notified that our grant request for Ballistic Vests and Helmets has been awarded. **(EXHIBIT A)**

ANALYSIS:
Ballistic Helmets and Vests are a potentially lifesaving component of the Firefighter Personal Protective Equipment ensemble. Ballistic Helmets and Vests are carried in the Chief Officer Command vehicles and on the Fire Apparatus. Currently our ballistic helmets and vests are nearing their end of life and need upgrading.

FISCAL IMPACT:
Staff will solicit three quotes which will be provided to the DEM. DEM will then purchase the helmets and vests. Once the DEM receives the helmets and vests, they will inventory the items and deliver them to the Marina Fire Department. No financing will go through the City of Marina.

CONCLUSION:
This request is submitted for City Council consideration and possible action.
Respectfully submitted,

_____
Doug McCoun
Fire Chief
City of Marina

REVIEWED/CONCUR:

_____
Layne Long
City Manager
City of Marina

RESOLUTION NO 2024 –

A RESOLUTION OF THE MARINA CITY COUNCIL AUTHORIZING ACCEPTANCE OF A FISCAL YEAR 2022 HOMELAND SECURITY GRANT PROGRAM PROJECT #24 FOR MARINA-FD BALLISTIC VESTS AND HELMETS

WHEREAS, The Fire Department's Ballistic Vests and Helmets are in need of upgrading, and;

WHEREAS, Ballistic Vests and Helmets are a potentially lifesaving component of the Firefighters Personal Protective Equipment, and;

WHEREAS, The Fire Department has applied for a Homeland Security Grant Program for Ballistic Vests and Helmets, and;

WHEREAS, The Marina Fire Department has a need for Ballistic Vests and Helmets, and;

WHEREAS, The Marina Fire Department has been notified by the Department of Emergency Management that the Marina Fire Department has been awarded a grant for Ballistic Vests and Helmets, and;

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

1. Consider adopting Resolution No. 2024-, authorizing the acceptance of fiscal year 2022 Homeland Security Grant Program Project #24: Marina FD-Ballistic Vests and Helmets, and:

2. Authorize the City Manager to sign the acceptance letter.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on June 18, 2024, by the following vote:

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

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, City Clerk

DocuSign Envelope ID: DF6F14B1-57D4-4B4E-BF91-CDF94E7B7D39

EXHIBIT A

COUNTY OF MONTEREY

DEPARTMENT OF EMERGENCY MANAGEMENT

1322 Natividad Road | Salinas, CA 93906 | Phone: (831) 796-1900

June 3, 2024

Division Chief Carlos Vega
Marina Fire Department
cvega@cityofmarina.org

Dear Division Chief Vega,

We are pleased to announce that the Federal Emergency Management Agency (FEMA), in conjunction with the California Governor's Office of Emergency Services (CalOES) and the County of Monterey Authorized Body of 5, has approved the following project for Fiscal Year 2022 Homeland Security Grant Program-State Homeland Security Program (HSGP) funding:

Marina FD-Ballistic Vests and Helmets
$25,000

This award is subject to all applicable federal, state, and local regulations, statutes, policies, and guidelines including the U.S. Department of Homeland Security Notice of Funding Opportunity, the FEMA Preparedness Grants Manual, the California Supplement to the Federal Notice of Funding Opportunity, the United States Code, the Code of Federal Regulations, the Federal Acquisition Regulations, and the County of Monterey Purchasing Manual. All activities funded with this award must be completed within the period of performance, ending on May 1, 2025.

Included in your award announcement is the HSGP Award Acceptance Terms and Conditions document. Please review carefully and return a signed copy to Ashley English at EnglishAE@countyofmonterey.gov within 21 calendar days of receipt. Once your signed copy has been received, Ashley will advise on next steps for your project. Please reach out to her with any questions.

Congratulations on your award!

Sincerely,

DocuSigned by:
Kelsey Scanlon
7FD737502FEB442...

Kelsey A. Scanlon
Director of Emergency Management
County of Monterey Department of Emergency Management

HOMELAND SECURITY GRANT PROGRAM-STATE HOMELAND SECURITY PROGRAM FY 2022 AWARD ACCEPTANCE TERMS AND CONDITIONS

SECTION 1: GENERAL GUIDELINES

1.1 GOVERNING GUIDANCE

This award is subject to all federal, state, and County of Monterey (hereinafter, "County") grant requirements, guidelines, information bulletins, instructions, terms, and conditions. Agency shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, grant memos, instructions, terms, and conditions related to this award and outlined in the U.S. Department of Homeland Security Notice of Funding Opportunity, the Federal Emergency Management Agency (hereinafter, "FEMA") Preparedness Grants Manual, the California Supplement to the Federal Notice of Funding Opportunity, the United States Code, the Code of Federal Regulations, the Federal Acquisition Regulations, and the County Purchasing Manual.

This award and any related decisions are at the discretion of FEMA, the California Governor's Office of Emergency Services (hereinafter, "CalOES"), and the County, and is contingent on the budget and fiscal provisions of the County.

1.2 GRANT FUNDS

All grant funds shall be expended by the County on behalf of the Agency. Agency acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber, or expend any grant funds, Agency shall assume all financial obligation for such spending and shall not be entitled to reimbursement from the County.

County's obligations under this award shall not at any time exceed the amount approved in the grant award.

1.3 MODIFICATIONS

Agency is not entitled to use grant funds for any purpose that deviates from the awarded project. If a project modification is necessary, Agency may submit a written request to County to modify the project. If the modification requires approval from CalOES and/or FEMA, Agency shall collaborate with County in acquiring necessary documentation, material, etc. to support said modification. If a modification request is approved, County shall communicate said approval to Agency in writing.

1.4 SUPPLANTING

Agency certifies that the awarded project does not replace (supplant) funds that have been appropriated for the same purpose and the awarded project shall be solely used to supplement existing funds. Agency may be required to provide documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting shall result in the disallowance of the awarded project and repayment of awarded funds where applicable.

1.5 COLLABORATION

Agency shall collaborate with County throughout the grant period of performance. This may include, but not be limited to, acquiring necessary quotes, drafting scopes of work, RFP/RFQ creation, preapproval documentation, and obtaining and furnishing requisite information, material, and records. Agency must make a good faith effort to collaborate with County in a timely manner consistent with grant milestones, guidance, and assurances. Should Agency deny County requests and/or refuse to engage in a timely manner, said Agency shall forfeit all rights to the award.

1.6 MONITORING
Agency shall cooperate in good faith with County in any evaluation, inspection, auditing, or monitoring activities conducted or authorized by FEMA, CalOES, and/or County.

1.7 MISREPRESENTATION
Any falsified or misleading statement, representation, certification, or documentation submitted to County by Agency shall result in the immediate termination of the award and/or repayment of awarded funds to County.

1.8 DEBARMENT AND SUSPENSION
Agency certifies they are not debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.

1.9 VIOLATION
Violation of the policies and procedures contained herein may result in the withholding of a grant award, suspension from grant eligibility, termination of grant eligibility, and/or immediate repayment of awarded funds from Agency to County.

SECTION 2: EQUIPMENT PROJECTS

2.1 OWNERSHIP
Agency acknowledges and agrees that ownership of equipment purchased with grant funds rests solely with County. Equipment shall be given to Agency with assurances that Agency will properly and legally use, store, and maintain said equipment, as well as request disposition instructions from County when said equipment is no longer needed and/or has reached end of life, consistent with grant guidelines and requirements.

2.2 RESOURCE MANAGEMENT
Agency must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Agency must have an effective inventory management system that includes location of equipment, intended use of equipment, condition of equipment, title information (where applicable), insurance and registration information (where applicable), certifications (where applicable), licenses (where applicable), and disposition information.

Agency must have a control system to prevent loss, damage, and theft of grant purchased equipment and supplies.

2.3 PHYSICAL INVENTORY
Agency must conduct a physical inventory of awarded equipment at least every two years. Agency must comply and cooperate with County inventory inspections of awarded equipment at least every two years.

2.4 MAINTENANCE
Agency must have adequate maintenance procedures to keep the awarded equipment in good condition. Agency shall establish and maintain accurate maintenance records related to the awarded equipment. Maintenance records must be retained by the Agency for the life of the equipment and must be provided to County upon request.

2.5 DISPOSITION
When original or replacement equipment acquired under the grant is no longer needed and/or has reached end of life, Agency must contact County to request disposition instructions. Disposition of equipment is pursuant to the Code of Federal Regulations.

SECTION 3: TRAINING & PROJECTS

3.1 PREAPPROVAL
Agency acknowledges that all grant-funded and awarded training activities require additional CalOES and/or FEMA approval prior to starting the training event. Agency agrees that no training activities shall begin without prior written approval from County indicating all preapproval tasks have been completed successfully. Should Agency begin training activities prior to receiving preapproval clearance from County, Agency shall assume all financial obligation for the training and reimburse County all expended costs within 30 calendar days.

3.2 POST-TRAINING
Agency agrees that within 14 calendar days of training completion, Agency shall supply County with, at minimum, the following documentation associated with said training:

1) Agenda/Schedule
2) Attendance/Sign-In Sheet
3) Certificates/Proof of Participation

It is highly advised that Agency ensure the above documentation will be available to Agency upon training completion prior to initiating any training activities. Should Agency be unable to provide the above documentation within 14 calendar days of training completion, Agency shall assume all financial obligation for the training and reimburse County all expended costs within 30 calendar days.

SECTION 4: AGREEMENT

The undersigned hereby represents and warrants they are duly authorized to accept the grant award, and its associated terms and conditions set forth herein, on behalf of the awarded Agency. By signing this Award Acceptance Terms and Conditions document, Agency acknowledges and agrees to all policies, procedures, terms, and conditions set forth herein.

Signature: _____

Printed Name: _____

Date: _____

Awarded Agency: Marina Fire Department

Awarded Project: Project #24: Marina FD-Ballistic Vests and Helmets, $25,000

June 11, 2024 Item No. **10f(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18, 2024

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, CONFIRMING LEVY OF A SPECIAL TAX FOR THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2007-2 (LOCKE PADDON) FOR FISCAL YEAR 2024-2025 AS AUTHORIZED BY ORDINANCE NO. 2007-09; AND RESOLUTION NO. 2024-, CERTIFYING CITY OF MARINA COMPLIANCE WITH STATE LAW (PROPOSITION 218) WITH RESPECT TO LEVYING OF SPECIAL TAXS ON BEHALF OF THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2007-2 FOR FISCAL YEAR 2024-2025 AS AUTHORIZED BY ORDINANCE NO. 2007-09

RECOMMENDATION:
It is requested that the City Council:

1. Consider adopting Resolution No. 2024-, confirming levy of a special tax for the City of Marina Community Facilities District No. 2007-2 (Locke Paddon) for Fiscal Year 2024-2025 as authorized by Ordinance No. 2007-09, and;

2. Consider adopting Resolution No. 2024-, certifying City of Marina compliance with State law (Proposition 218) with respect to levying of special taxes for the City of Marina Community Facilities District No. 2007-2 for Fiscal Year 2024-2025 as authorized by Ordinance No. 2007-09

BACKGROUND:
Pursuant to a special election held on July 17, 2007, on August 7, 2007, the City Council unanimously passed Ordinance No. 2007-09, forming the City of Marina Community Facilities District No. 2007-2 (commonly referred to as Locke-Paddon CFD, see **"EXHIBIT B"**). Ordinance 2007-09 also authorized an annual special tax levy for the purpose of landscape and park maintenance. The special tax was first levied for fiscal year 2008-09, in the amount of $898.58 for each of the fifteen (15) assessed properties. Each subsequent year, Ordinance 2007-09 requires the special tax to be increased by two percent (2.00%) from the previous approved Maximum Special Tax.

For fiscal years 2013/14, 2014/15 and 2015/16, the special tax was temporarily reduced to zero. The City Council Resolutions affirmed that for future calculations, the full, authorized, maximum rate would continue to increase per Ordinance 2007-09. Accordingly, the special tax for each fiscal year since inception has been as follows (NOTE: Monterey County requires that rates be divisible by 2 for placement on the rolls, so calculations are rounded each year):

Fiscal Year	Max. Per Parcel Tax	Approved Levy	Total Special Tax
FY 08/09	$898.58	$ 898.58	$ 13,478.70
FY 09/10	$916.56	$ 916.56	$ 13,748.40
FY 10/11	$934.90	$ 934.90	$ 14,023.50
FY 11/12	$953.60	$ 953.60	$ 14,304.00
FY 12/13	$972.68	$ 972.68	$ 14,590.20
FY 13/14	$992.14	$ -	$ -
FY 14/15	$1,011.98	$ -	$ -
FY 15/16	$1,032.22	$ -	$ -
FY 16/17	$1,052.86	$ 420.00	$ 6,300.00
FY 17/18	$1,073.92	$ 475.00	$ 7,125.00
FY 18/19	$1,095.40	$ 450.00	$ 6,750.00
FY 19/20	$1,117.30	$ 488.00	$ 7,320.00
FY 20/21	$1,139.64	$ 785.00	$ 11,775.00
FY 21/22	$1,162.44	$ 820.00	$ 12,300.00
FY 22/23	$1,185.68	$ 1,100.00	$ 16,500.00
FY 23/24	$1,209.40	$ 1,100.00	$ 16,500.00
FY 24/25	$1,233.58	$1,200.00	$ 18,000.00

ANALYSIS:

Each year's special tax is collected by the Monterey County Tax Collector, and then distributed to the City. When received by the City, special taxes are credited in the accounting system to Fund 251 - CFD No. 2007-2 Locke Paddon. Likewise, expenditures and costs incurred on behalf of the District are paid out of Fund 251 expenditure. It is estimated that by June 30, 2024, the unexpended fund balance in Fund 251 (cumulative tax revenue in excess of expenditures since inception) is projected to be approximately $5,839. Expected landscaping, utilities, extraordinary maintenance, and City service expenditures for this coming fiscal year (2024-25) will be approximately $16,614 ("**EXHIBIT C**"). Planned extraordinary maintenance will include a pet waste station and plant replacement.

Due to the age of the site improvements at the District, a fund balance of $7,225 will be maintained for replacement costs of site improvements as they reach the end of their life expectancy (e.g. street light fixtures, irrigation system) and for tree removal/replacement as needed. Decorative fence replacement along the boundary to the TAMC rail right-of-way is already anticipated for FY 25/26.

Section 2 of Ordinance 2007-09 requires the CFD Administrator (the City Manager) "...to determine each year, without further action of this Council, the Special Tax...and, without further action of this Council, to provide all necessary and appropriate information to the Monterey County Auditor...necessary to effect the correct and timely billing and collection of the Special Tax...." Upon evaluation of the anticipated expenditures of the District for the upcoming Fiscal Year 24/25, it is the opinion of the CFD Administrator to assess a special tax of $1,200.00 per parcel to maintain an adequate fund balance for any potential unforeseen extraordinary maintenance projects.

Monterey County will not impose or collect the special tax on the District's behalf unless the City submits, in a form provided by the County, a certification of compliance with State Law (Proposition 218) that includes a hold harmless and indemnification provision for administrative expenses of the County associated with collection of the City's taxes, assessments, fees or charges, other than the Constitutionally authorized 1% ad valorem tax.

Attached is a resolution which, if adopted by the Council will satisfy the County's certification, hold-harmless and indemnification requirements with respect to the City of Marina Community Facilities District No. 2007-2 Special Tax for the 2024-25 fiscal year.

FISCAL IMPACT:
Special assessments finance the CFD's approved landscape maintenance services. Total to be credited to the district is as follows:

Fund 251 Community Facilities District No. 2007-2	$18,000.00

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:

_____
Laura Pruneda, CPA
Finance Director
City of Marina

_____
Nourdin Khayata
Interim Public Works Director/City Engineer
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MARINA CONFIRMING LEVY OF A SPECIAL TAX FOR THE CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2007-2 (LOCKE PADDON) FOR FISCAL YEAR 2024-2025 AS AUTHORIZED BY ORDINANCE NO. 2007-09

WHEREAS, Ordinance 2007-09 authorized the levy of a special tax for the benefit of the City of Marina Community Facilities District 2007-2 starting in Fiscal Year 2008-2009, and increasing each year by two percent (2%); and

WHEREAS the special tax has been levied each fiscal year as authorized, but was temporarily reduced to zero for Fiscal Years 2013/14, 2014/15 and 2015/16; and

WHEREAS the Administrator has calculated the maximum Fiscal Year 2024-2025 special tax to be $1,233.58, and;

WHEREAS, the CFD administrator having further considered the special tax requirements in accordance with Exhibit A to Ordinance 2007-09, by which Community Facilities District 2007-2 was established and continues, has determined that a special tax for fiscal year 2024-2025 be assessed at $1,200.00 per parcel.

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

1. The City does hereby confirm the diagram and assessment as described in the Engineer's Report on file with the City Clerk.
2. The City does hereby order the levy and collection of said assessment, $1,200.00 per parcel for FY 2024-2025 assessment for the Locke Paddon Community Facilities District No. 2007-2.
3. It is the intention of the City of Marina that any monetary advance made by it during any fiscal year to cover a deficit in the improvement fund of Community Facilities District No. 2007-2 shall be repaid from the next annual assessments levied and collected within Community Facilities District No. 2007-2.
4. The City Clerk is hereby authorized and directed to file a certified copy of said diagram and assessment with the Monterey County Auditor prior to August 1, 2024.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of June 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

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MARINA CERTIFYING COMPLIANCE WITH STATE LAW (PROPOSITOIN 218) WITH RESPECT TO LEVYING OF SPECIAL TAXES ON BEHALF OF CITY OF MARINA COMMUNITY FACILITIES DISTRICT NO. 2007-2 FOR FISCAL YEAR 2024-2025 AS AUTHORIZED BY ORDINANCE NO. 2007-09

WHEREAS, the City of Marina "Public Agency" requests that the Monterey County Auditor-Controller enter those general or special taxes, assessments, or property-related Fees or charges identified in Exhibit "A" on the tax roll for collection and distribution by the Monterey County Treasurer-Tax Collector commencing with the property tax bills for fiscal year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Public Agency hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit "A", regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statues, or in the applicable law of the State of California.

2. The Public Agency further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the Cd or electronic file identified as Exhibit "A", the Public Agency shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property –related fees or charges identified in Exhibit "A" and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

PASSED AND ADOPTED by the City of Marina City Council at a regular meeting duly held on the 18th day of June 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

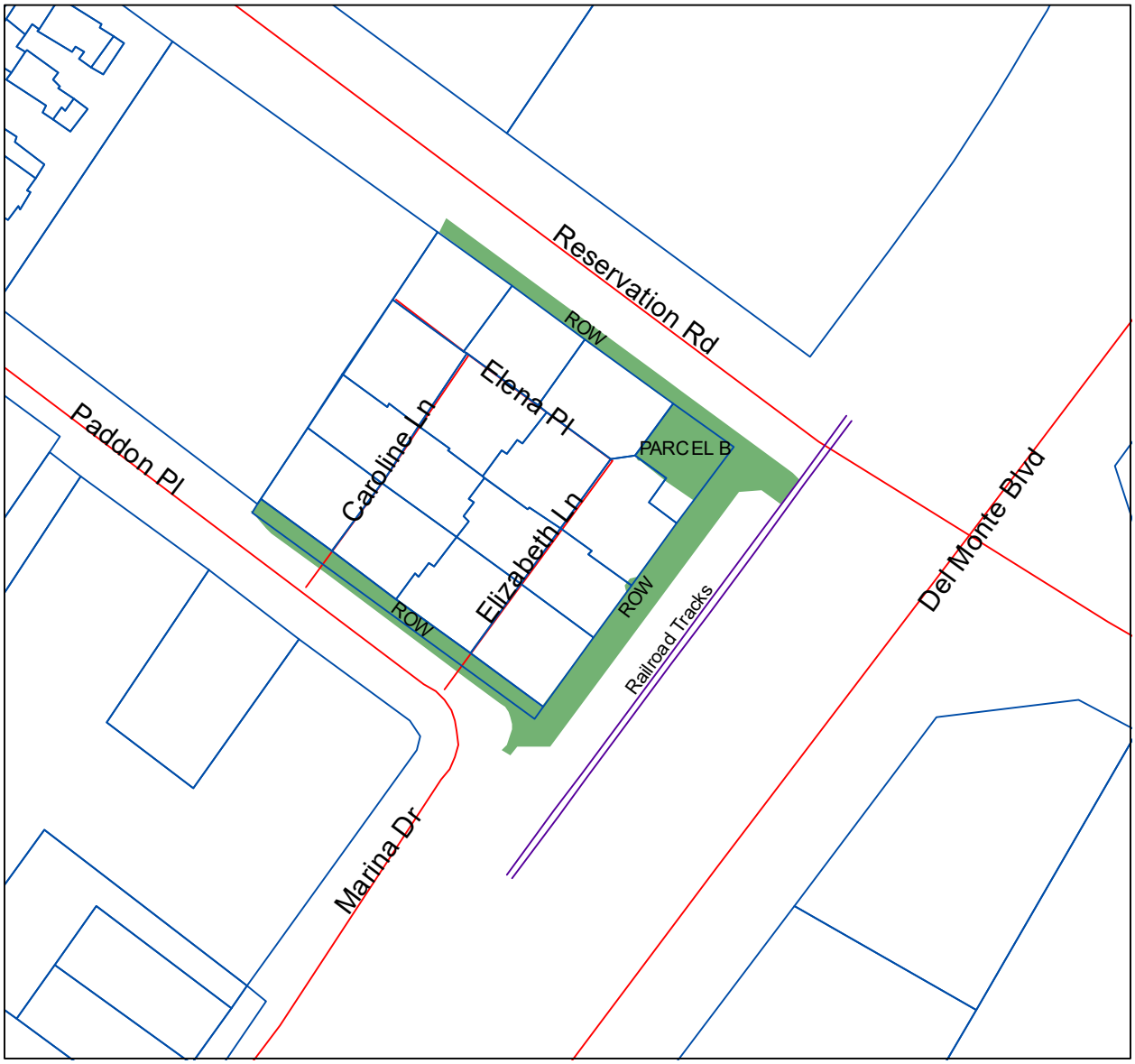
EXHIBIT "A"

TO
RESOLUTION OF THE CITY OF MARINA, COUNTY OF MONTEREY, CALIFORNIA, CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF SPECIAL TAXES FOR FISCAL YEAR 2024-2025

PER-PARCEL SPECIAL TAX:

DIAGRAM & LOT NO.	ASSESSOR'S PARCEL NUMBER	SPECIAL TAX ASSESSMENT
1	033-135-001-000	$ 1,200.00
2	033-135-002-000	$ 1,200.00
3	033-135-003-000	$ 1,200.00
4	033-135-004-000	$ 1,200.00
5	033-135-005-000	$ 1,200.00
6	033-135-006-000	$ 1,200.00
7	033-135-007-000	$ 1,200.00
8	033-135-008-000	$ 1,200.00
9	033-135-009-000	$ 1,200.00
10	033-135-010-000	$ 1,200.00
11	033-135-011-000	$ 1,200.00
12	033-135-012-000	$ 1,200.00
13	033-135-013-000	$ 1,200.00
14	033-135-014-000	$ 1,200.00
15	033-135-015-000	$ 1,200.00

EXHIBIT B
CFD DIAGRAM



Locke Paddon Point Landscape Maintenace District

Area To Maintain
Parcels
Roads
Railroad Tracks

N
W
E
S

0 62.5 125 250 375 500 Feet

EXHIBIT C

LOCKE-PADDON COMMUNITY FACILITIES DISTRICT
BUDGET SUMMARY

Summary	Estimates FY 2023-2024	Estimates FY 2024-2025	Estimates FY 2025-2026
Beginning Cash Balance, July 1st	**$ 7,691**	**$ 5,839**	**$ 7,225**
[a]Total Special Tax Revenue (15 Parcels)	**$ 16,500**	**$ 18,000**	**$ 18,000**

Expenditures			
Contractor Services			
[b]Landscape Maintenance Contract	$ 2,739	$ 3,096	$ 3,189
Utilities	$ 1,100	$ 1,133	$ 1,167
Large Tree Trimming	$ -	$ -	$ -
Extraordinary Maintenance	$ 5,779	$ 3,750	$ 9,250
Administrative Services			
Supervision	$ -	$ -	$ -
Cost Allocation Charges	$ 5,235	$ 5,235	$ 5,235
Administration (Incl. Engineer's Report)	$ 3,500	$ 3,400	$ 3,400
Total Expenditures	**$ 18,353**	**$ 16,614**	**$ 22,241**
[c]Net Change in Fund Balance	**$ (1,853)**	**$ 1,386**	**$ (4,241)**
[d]Ending Fund Balance, June 30th	**$ 5,839**	**$ 7,225**	**$ 2,984**

[a] Maximum Assessment per Rate of Apportionment is $1,233.58 per parcel for FY 24/25. Actual Per Parcel Assessment for FY 24/25 is $1,200.00

[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 Special Tax 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.

June 14, 2024 Item No. **10f(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, TO GRANT REQUEST FOR ACTUAL/POTENTIAL CONFLICT OF INTEREST WAIVER ALLOWING NOLAND HAMERLY ETIENNE & HOSS, PREVIOUSLY SERVING AS INTERIM CITY ATTORNEY TO REPRESENT TATUM GARDEN'S FOUNDATION, INC. IN CONNECTION WITH NEGOTIATING AN AGREEMENT FOR DEVELOPMENT OF PLAYGROUND AT CITY PARK.

RECOMMENDATION:
It is recommended that the City Council:

1. Adopt Resolution No. 2024-, granting a request for a conflict of interest waiver, whether actual or potential, allowing Noland, Hamerly, Etienne, & Hoss ("NHEH"), previously serving as Interim City Attorney, to represent Tatum Garden's Foundation, Inc. ("TGF") in connection with development of a playground project at the Dunes "City Park" and to waive any future potential or actual conflicts that may arise from NHEH's representation of TGF or the City in matters unrelated to the Project.

BACKGROUND:
From June 21, 2022 until approximately, December 31, 2024, NHEH served as Interim City Attorney, with Heidi Quinn of NHEH serving as the assigned Interim City Attorney. NHEH continues to, in very limited circumstances, provide legal consultation services to the current City Attorney, Shute, Mihaly & Weinberger LLP ("SMW"), and the City of Marina in connection with transitioning city attorney work from NHEH to SMW.

On June 7, 2024, NHEH contacted the City of Marina to inquire whether a conflict waiver would be necessary for NHEH to represent TGF in connection with the development of an all-inclusive playground at The Dunes "City Park" (the "Project"). TGF is currently negotiating a memorandum of understanding or engagement agreement with the City to develop the Project. The City informed NHEH that it should make a request to the City Council to waive any conflict of interest that may exist with respect to its representation of TGF in connection with the Project given NHEH's prior representation of the City as Interim City Attorney. That request is attached as **EXHIBIT A**.

ANALYSIS:
The Rules of Professional Conduct of the State Bar of California prohibit an attorney who has formerly represented a client in the same or substantially related matter in which that client's interests are materially adverse to the interests of the former client unless the former client gives informed written consent. Given that a potential or actual conflict of interest may arise if NHEH represents TGF in connection with the Project, written consent is requested. A request is also made to waive any future potential or actual conflicts that may arise from NHEH's representation of TGF or the City in matters unrelated to the Project.

Further, the Rules of Professional Conduct and the Business and Professions Code prohibit an attorney from revealing information learned during prior representation of a former client or using protected information of such client to their disadvantage. NHEH has agreed that it will not reveal or use any such information to the disadvantage of the City.

FISCAL IMPACT:
None

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

Respectfully submitted,

_____
René Alejandro Ortega
City Attorney
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A WAIVER OF CONFLICT OF INTEREST, ACTUAL OR POTENTIAL, TO ALLOW NOLAND HAMERLY ETIENNE & HOSS, PREVIOUSLY SERVING AS INTERIM CITY ATTORNEY TO REPRESENT TATUM GARDEN'S FOUNDATION, INC. IN CONNECTION WITH NEGOTIATING AGREEMENT FOR DEVELOPMENT OF PLAYGROUND AT CITY PARK.

WHEREAS, from June 21, 2022 until approximately, December 31, 2024, NHEH served as Interim City Attorney, with Heidi Quinn of NHEH serving as the assigned Interim City Attorney; and

WHEREAS, NHEH continues to, in very limited circumstances, provide legal consultation services to the current City Attorney, Shute, Mihaly & Weinberger LLP ("SMW"), and the City of Marina in connection with transitioning city attorney work from NHEH to SMW; and

WHEREAS, on June 7, 2024, NHEH contacted the City of Marina to inquire whether a conflict waiver would be necessary for NHEH to represent TGF in connection with the development of an all-inclusive playground at The Dunes "City Park" (the "Project"); and

WHEREAS, TGF is currently negotiating a memorandum of understanding or engagement agreement with the City to develop the Project; and

WHEREAS, the City informed NHEH that it should make a request to the City Council to waive any conflict of interest that may exist with respect to its representation of TGF in connection with the Project given its prior representation of the City as Interim City Attorney; NHEH has made such request which is attached as Exhibit A; and

WHEREAS, the Rules of Professional Conduct of the State Bar of California prohibit an attorney who has formerly represented a client in the same or substantially related matter in which that client's interests are materially adverse to the interests of the former client unless the former client gives informed written consent; and

WHEREAS, given the above, written consent is requested in order for NHEH to represent TGF in connection with the Project and also to waive any future potential or actual conflicts that may arise from NHEH's representation of TGF or the City in any future matters unrelated to the Project; and

WHEREAS, the City desires to provide informed consent and waive any potential or actual conflict of interest that may exist with NHEH representing TGF in connection with the Project, and also to waive any future potential or actual conflicts that may arise from NHEH's representation of TGF or the City in any matters unrelated to the Project; and

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

1. Approve a waiver of conflict of interest and consent to NHEH's representation of Tatum Gardens Foundation, Inc. in connection with the Project, and also to waive any future potential or actual conflicts that may arise from NHEH's representation of TGF or the City in any matters unrelated to the Project; and
2. Authorize the City Attorney to execute the waiver.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of June 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

NOLAND
HAMERLY
ETIENNE
HOSS

Attorneys at Law | A PROFESSIONAL CORPORATION

WWW.NHEH.COM
E-MAIL DLITTLE@NHEH.COM
831-424-1414 EXT. 220

EXHIBIT A

Stephen W. Pearson
Anne K. Secker
Randy Meyenberg
Christine G. Kemp
Timothy J. Baldwin
* Charles Des Roches
* Robert D. Simpson
Ana C. Toledo
* Leslie E. Finnegan
Lindsey Berg-James
Heidi A. Quinn
Daniel J. Little
Sharilyn R. Payne
Anne Frassetto Olsen
* Yvonne A. Ascher
William H. Falor III
Geraldine A. Villa
Charles Mullaney
Chiara Veronesi
Stacey Cheatham Wilson
Michael Masuda
(Of Counsel)

Harry L. Noland
(1904-1991)
Paul M. Hamerly
(1920-2000)
Myron E. Etienne, Jr.
(1924-2016)
Peter T. Hoss
(1934-2018)

* CERTIFIED SPECIALIST IN PROBATE, ESTATE PLANNING, AND TRUST LAW BY THE CALIFORNIA BOARD OF LEGAL SPECIALIZATION STATE BAR OF CALIFORNIA

June 7, 2024

VIA E-MAIL

The Tatum's Garden Foundation, Inc.
10 San Miguel Avenue
Salinas, CA 93901

City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Re: Conflict of Interest Waiver

Ladies and Gentlemen:

Noland Hamerly Etienne & Hoss ("NHEH") has represented the City of Marina ("the City") on several matters, including general representation. The Tatum's Garden Foundation, Inc. ("TGF") has recently requested NHEH provide legal representation to their organization regarding the preparation of an Engagement Agreement and/or Memorandum of Understanding with the City pursuant to The Dunes City Park inclusive playground (the "Matter").

The Rules of Professional Conduct of the State Bar of California prohibit an attorney who has formerly represented a client in the same or substantially related matter in which that client's interests are materially adverse to the interests of the former client unless the former client gives informed written consent. A copy of the specific rule governing duties to former clients, Rule 1.9, is attached to this waiver letter. While we don't believe that to be the case on this matter, out of an abundance of caution, we are requiring the written consent of both TGF and the City in order for our firm to move forward with representation of TGF.

Further, the Rules of Professional Conduct and the Business and Professions Code prohibit an attorney from revealing information learned during prior representation of a former client or using protected information of such client to their disadvantage; **NHEH will not reveal or use any such information to the disadvantage of the City**.

The parties understand and agree that NHEH's representation of TGF on the Matter would potentially be adverse to the interest of the City, and the City understands that as a result of such representation of TGF, NHEH will not be representing the City on the Matter.

NHEH understands that each of TFG and the City desire to grant such consent and to waive any conflict, potential or actual, created by NHEH's representation of TGF on the Matter. In addition to the waivers related to the Matter, the parties also acknowledge and agree that NHEH may represent the parties on other unrelated matters in the future, and waive any conflict, potential or actual, connected to such unrelated representation.

In the event of a dispute or action between TGF and the City regarding the interpretation or enforcement of the Agreement, **NHEH would represent TGF in such a dispute or action**, and the City would need to obtain separate legal counsel outside NHEH.

By signing on the next page, each party is granting its unconditional approval of and written consent to NHEH's representation of TGF on the Matter, and to NHEH's continued representation of TGF and the City on issues unrelated to the Matter. NHEH encourages each party to seek independent counsel regarding the importance of this waiver and consent.

Sincerely,

NOLAND, HAMERLY, ETIENNE & HOSS
A Professional Corporation

Daniel J. Little
Attorney

///

///

///

WE, THE UNDERSIGNED, HAVE READ THE FOREGOING LETTER AND ARE SUFFICIENTLY FAMILIAR WITH THE FACTS OF THIS MATTER TO MAKE AN INFORMED DECISION. IN ACCORDANCE THEREWITH, WE HEREBY WAIVE ANY CONFLICT, POTENTIAL OR ACTUAL, AND CONSENT TO NHEH'S REPRESENTATION OF TGF ON THE MATTER AND TO NHEH'S CONTINUED REPRESENTATION OF TGF AND THE CITY ON ISSUES UNRELATED TO THE MATTER.

THE TATUM'S GARDEN
FOUNDATION, INC.
A California Nonprofit Corporation

By:_____
Lorisa McKelvey Daye, President

Date:_____

By:_____
Amanda Bakker, Vice-President

Date:_____

CITY OF MARINA
A Municipal Corporation

By:_____
Layne Long, City Manager

Date:_____

The State Bar *of California*

Rule 1.9 Duties to Former Clients
(Rule Approved by the Supreme Court, Effective November 1, 2018)

(a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person* in the same or a substantially related matter in which that person's* interests are materially adverse to the interests of the former client unless the former client gives informed written consent.*

(b) A lawyer shall not knowingly* represent a person* in the same or a substantially related matter in which a firm* with which the lawyer formerly was associated had previously represented a client

(1) whose interests are materially adverse to that person;* and

(2) about whom the lawyer had acquired information protected by Business and Professions Code section 6068, subdivision (e) and rules 1.6 and 1.9(c) that is material to the matter;

unless the former client gives informed written consent.*

(c) A lawyer who has formerly represented a client in a matter or whose present or former firm* has formerly represented a client in a matter shall not thereafter:

(1) use information protected by Business and Professions Code section 6068, subdivision (e) and rule 1.6 acquired by virtue of the representation of the former client to the disadvantage of the former client except as these rules or the State Bar Act would permit with respect to a current client, or when the information has become generally known;* or

(2) reveal information protected by Business and Professions Code section 6068, subdivision (e) and rule 1.6 acquired by virtue of the representation of the former client except as these rules or the State Bar Act permit with respect to a current client.

Comment

[1] After termination of a lawyer-client relationship, the lawyer owes two duties to a former client. The lawyer may not (i) do anything that will injuriously affect the former client in any matter in which the lawyer represented the former client, or (ii) at any time use against the former client knowledge or information acquired by virtue of the previous relationship. (See *Oasis West Realty, LLC v. Goldman* (2011) 51 Cal.4th 811 [124 Cal.Rptr.3d 256]; *Wutchumna Water Co. v. Bailey* (1932) 216 Cal. 564 [15 P.2d 505].) For example, (i) a lawyer could not properly seek to rescind on behalf of a new client a contract drafted on behalf of the former client and (ii) a lawyer who has prosecuted an accused person* could not represent the accused in a subsequent civil action against the government concerning the same matter. (See also Bus. & Prof. Code, § 6131; 18 U.S.C. § 207(a).) These duties exist to preserve a client's trust in the lawyer and to encourage the client's candor in communications with the lawyer.

[2] For what constitutes a "matter" for purposes of this rule, see rule 1.7(e).

[3] Two matters are "the same or substantially related" for purposes of this rule if they involve a substantial* risk of a violation of one of the two duties to a former client described above in Comment [1]. For example, this will occur: (i) if the matters involve the same transaction or legal dispute or other work performed by the lawyer for the former client; or (ii) if the lawyer normally would have obtained information in the prior representation that is protected by Business and Professions Code section 6068, subdivision (e) and rule 1.6, and the lawyer would be expected to use or disclose that information in the subsequent representation because it is material to the subsequent representation.

[4] Paragraph (b) addresses a lawyer's duties to a client who has become a former client because the lawyer no longer is associated with the law firm* that represents or represented the client. In that situation, the lawyer has a conflict of interest only when the lawyer involved has actual knowledge of information protected by Business and Professions Code section 6068, subdivision (e) and rules 1.6 and 1.9(c). Thus, if a lawyer while with one firm* acquired no knowledge or information relating to a particular client of the firm,* and that lawyer later joined another firm,* neither the lawyer individually nor lawyers in the second firm* would violate this rule by representing another client in the same or a related matter even though the interests of the two clients conflict. See rule 1.10(b) for the restrictions on lawyers in a firm* once a lawyer has terminated association with the firm.*

[5] The fact that information can be discovered in a public record does not, by itself, render that information generally known* under paragraph (c). (See, e.g., *In the Matter of Johnson* (Review Dept. 2000) 4 Cal. State Bar Ct. Rptr. 179.)

[6] With regard to the effectiveness of an advance consent, see rule 1.7, Comment [9]. With regard to imputation of conflicts to lawyers in a firm* with which a lawyer is or was formerly associated, see rule 1.10. Current and former government lawyers must comply with this rule to the extent required by rule 1.11.

June 18, 2024 Item No. **10f(4)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, ESTABLISHING APPROPRIATIONS LIMIT FOR FY2024-25

REQUEST:
It is requested that the City Council:

1. Consider Adopting Resolution No. 2024-, establishing appropriations limit for FY 2024-25

BACKGROUND:
Article 13B of the California Constitution states that a local government's annual appropriations shall not exceed the appropriations limit of the prior year, adjusted for the change in the cost of living and the change in population. Cost of living and population changes for all local governments are determined by the California Department of Finance.

The appropriations limit creates a restriction on the amount of revenue that can be appropriated in any fiscal year. Only revenues that are "proceeds of taxes" are subject to the limitation as defined by the law. Interestingly, this includes State subventions, which are "money received by a local agency from the State, the use of which unrestricted by the statute providing the subvention (Government Code Section 7903)."

Government Code Section 7910 requires a local government to establish its appropriations limit by resolution each year, for the following fiscal year, at a regularly scheduled or noticed special meeting. The meeting of June 18, 2024 has been noticed via regular agenda posting locations and City website.

ANALYSIS:
As part of the establishment of its annual appropriations limit, the City must formally adopt the two (2) variables used in the calculation as determined by the Department of Finance:

1. Cost-of-living change factor, and;
2. Population change factor.

In April 2024, the State of California Department of Finance has determined the change in California's per capita personal income factor as 3.62% ("**EXHIBIT A – Attachment A**"), the change in population for the City of Marina as 1.91% ("**EXHIBIT A – Attachment B**").

These figures combine to produce an appropriations limit calculation factor of 1.0560, which, when applied to the FY 2023-24 appropriations limit of $33,465,519 produces a FY 2024-25 appropriations limit of $35,339,301 ("**EXHIBIT B**").

Based upon the above FY 2024-25 appropriation limit of $35,339,301 and City FY 2024-25 estimated total applicable City local proceed of tax sources, State subventions and/or applicable interest income of approximately $33.9 million, the City is approximately $1.3 million (or 4%) below the limit. Therefore, the City is well within the limit and is compliant with this California State law.

Any challenge to the appropriations limit must be brought to the City of Marina's attention within forty-five (45) days of the effective date of this resolution.

FISCAL IMPACT:
None

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

Respectfully submitted,

_____
Laura Pruneda
Finance Director
City of Marina

REVIEWED/CONCUR:

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
ESTABLISHING APPROPRIATIONS LIMIT FOR FY 2024-25

WHEREAS, Article XIIIB of the California Constitution requires a governmental entity to establish an appropriations limit, and;

WHEREAS, California Government Code Section 7910 requires a local government to establish its appropriations limits by resolution each year, for the following fiscal year, at a regularly scheduled or noticed special meeting, and;

WHEREAS, the City discussed its budget at its regularly scheduled June 18, 2024 meeting, and;

WHEREAS, in April 2024, the State of California Department of Finance determined the change in California's per capita personal income factor ("EXHIBIT A - Attachment A"), the change in population for the City of Marina and the change in population for the County of Monterey ("EXHIBIT A - Attachment B"), and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina establishes appropriations limit for FY 2024-25 at $35,339,301 ("EXHIBIT B").

BE IT FURTHER RESOLVED that any challenge to the appropriations limit must be brought to the City of Marina's attention within forty-five (45) days of the effective date of this resolution.

PASSED AND ADOPTED by the City Council of the City of Marina at regular meeting duly held on the 18th day of June 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

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

April 30, 2024

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 pro`vides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2024.** Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Richard Gillihan

RICHARD GILLIHAN
Chief Operating Officer

Attachment A

A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2024-25	3.62

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

2024-25:

Per Capita Cost of Living Change = 3.62 percent
Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.62 + 100}{100} = 1.0362$

Population converted to a ratio: $\frac{0.17 + 100}{100} = 1.0017$

Calculation of factor for FY 2024-25: 1.0362 x 1.0017 = 1.0379

Fiscal Year 2024-25

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	Percent Change 23-24	--- Population Minus Exclusions --- 1-1-23	 1-1-24	Total Population 1-1-24
Monterey				
Carmel-By-The-Sea	0.55	3,105	3,122	3,122
Del Rey Oaks	0.64	1,559	1,569	1,569
Gonzales	0.98	8,384	8,466	8,466
Greenfield	2.01	20,155	20,561	20,561
King City	1.78	13,968	14,216	14,216
Marina	1.91	22,269	22,695	22,695
Monterey	0.56	24,096	24,232	27,106
Pacific Grove	0.63	14,872	14,966	14,966
Salinas	0.73	160,870	162,037	162,037
Sand City	0.26	378	379	379
Seaside	0.04	28,075	28,085	30,197
Soledad	2.94	19,565	20,140	26,966
Unincorporated	0.75	104,372	105,157	105,334
County Total	0.94	421,668	425,625	437,614

EXHIBIT B

CITY OF MARINA
APPROPRIATION LIMIT FOR FISCAL YEAR 2024-25

The appropriations limit creates a restriction on the amount of revenue which can be appropriated in any fiscal year. Only revenues that are 'proceeds of taxes,' as defined by the State code, are subject to the limitation. The basis for calculating the limit began in fiscal year 1978-79 and is calculated each year based on population changes and inflation.

FY 2022-23 Adopted Appropriation Limit					**$**	**31,258,237**
Annual Adjustment						
Change in Population %	**2.51%**					
Converted to Ratio			1.0251			
Change in Per Capita Income %	**4.44%**					
Converted to Ratio			1.0444			
Combined Factor	1.0251	x	1.0444	=		1.0706
FY 2023-24 Appropriation Limit					**$**	**33,465,519**

FY 2023-24 Adopted Appropriation Limit					**$**	**33,465,519**
Annual Adjustment						
Change in Population %	**1.91%**					
Converted to Ratio			1.0191			
Change in Per Capita Income %	**3.62%**					
Converted to Ratio			1.0362			
Combined Factor	1.0191	x	1.0362	=		1.0560
FY 2024-25 Appropriation Limit					**$**	**35,339,301**

* **Estimated FY 2024-25**		
Taxes	$	33,026,909
Intergovernmental	$	312,700
Interest Income	$	650,000
Total General Fund Revenues Subject to Limit	$	33,989,609
Amount Below Limit ($)	$	1,349,692
As a Percent of Total (%)		4%

June 11, 2024 Item No. **10g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18, 2024

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2024-, APPROVING AGREEMENT BETWEEN THE CITY OF MARINA AND MONTEREY BAY MOVES, INC. TO PROVIDE GROUP FITNESS CLASSES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2024-, approving an agreement between the City of Marina and Monterey Bay Moves to provide group exercise classes.
2. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

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

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

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

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

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

On November 21, 2023, City Council approved resolution 2023-119 approving an agreement between the City of Marina and Monterey Bay Moves to launch a pilot program expanding the Recreation & Cultural Services offerings to include affordable group fitness classes, primarily for adults, to fill the gap in services available in Marina. The pilot program ran January 1-June 30, 2024 and offering a variety of group fitness classes.

ANALYSIS:

The pilot program was extremely helpful in understanding the type of classes that are conducive to the space available at Vince Di Maggio Park Building and in demand by the public. For instance, we found that some classes were not conducive to the space, such as yoga, due to the flooring and lighting. Other classes, such as Child & Me Fitness and Baby Zumba, were not well attended due to low demand.

Staff recommends continuing the program and offering a reduced schedule of classes, including classes that worked well in the space and were well attended.

EXHIBIT A outlines the classes proposed for summer 2024. **EXHIBIT B** outlines the fee structure.

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

FISCAL IMPACT:

Fiscal impact is determined by enrollment. The Contractor agrees to accept 70% of revenue and the City agrees to accept 30% of revenue. There are no expenses associated with this agreement.

CONCLUSION:

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

Respectfully submitted,

_____

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

REVIEWED/CONCUR:

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

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

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

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

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

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

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

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

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting held on the 18th day of June 2024 by the following vote:

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

_____
Buce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

EXHIBIT A

SUMMER 2024 CLASSES

- Monday

  8:00AM: Circuit Training
  5:15PM: KettleCore

- Tuesday

  6:00 PM Zumba

- Friday

  8:00AM: Circuit Training

EXHIBIT B

SCHEDULE OF FEES

Number of Classes/Pass	Resident Fee Per Pass Type	Resident Fee Per Class	Non-Resident Fee Per Pass Type	Non-Resident Fee Per Class
1 Class Pass	$16.00	$16.00	$20.00	$20.00
10 Class Pass	$144.00	$14.40	$180.00	$18.00
20 Class Pass	$256.00	$12.80	$320.00	$16.00

June 10, 2024 Item No: **10g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18,2024

CITY COUNCIL CONSIDER ADOPTING A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITIES OF MARINA, HOLLISTER, WATSONVILLE AND SALINAS FOR THE PROCUREMENT OF PROFESSIONAL SERVICES TO PERFORM MUNICIPAL AIRPORT ECONOMIC BENEFIT ANALYSIS, AND AUTHORIZE RELEASE OF REQUEST FOR PROPOSALS (RFP) IN CONNECTION WITH RETAINING CONSULTANT FIRM FOR AN AIRPORT ECONOMIC IMPACT STUDY

REQUEST:
It is requested that the City Council consider:

1. Adopting Resolution No. 2024-, authorizing the City Manager to execute a memorandum of Understanding (MOU) by and among the Cities of Marina, Hollister, Watsonville and Salinas for the procurement of professional services to perform a municipal airport economic benefit analysis, subject to final review and approval by City Attorney, and;
2. Authorizing the release of a Request for Proposals (RFP) in connection with retaining a consultant to conduct an airport economic impact study.

BACKGROUND:
It has been over a decade since the City of Marina last completed an economic impact study involving the Marina Municipal Airport. Since then, many changes have occurred at the airport including the addition of Joby Aviation as a major tenant at the airport. The cities of Marina, Hollister, Watsonville and Salinas which all have general aviation airports are jointly interest in conducting a comprehensive analysis of not only the economic, but the social and community impacts derived by the activities and operations of our individual and combined airports.

The proposed Memorandum of Understanding (MOU) gives the framework for the cooperative effort to issue a Request for Proposal (RFP) to acquire consulting services for the study amongst the Municipal Airports in the Cities of Marina, Hollister, Watsonville and Salinas (Parties). The approach to acquiring the professional services for the study may be more cost-effective for the parties to cooperatively procure such professional services in order to achieve economies of scale, make the best use of airport funding, and minimize costs.

In accordance with the Marina Municipal Airport's strategic plan, a comprehensive analysis of the economic, social and community impact derived by the activities and operation of the Airport is important. In partnership with the Watsonville, Salinas and Hollister Municipal Airports, staff will solicit consultants to submit a proposal to conduct an economic impact study and outlining their experience and qualifications in performing work directly related to airports.

ANALYSIS:
The MOU **(EXHIBIT B)** would allow each Party to award its own contract to the selected consultant if a contract award is determined by a Party to be in its best interests, No Party shall be required to award a contract under the cooperative procurement if the results are not economically advantageous to that Party. A party may withdraw from this MOU, without cause, with 30 days written notice.

As noted in the RFP, **(EXHIBIT A),** solicitations seek qualified consultants with a strong background in developing economic impact studies. The primary purpose of an economic impact study is to identify, quantify, qualify, and communicate the local economic, social, and community impacts derived from the activities and operation of the Hollister, Marina, Salinas and Watsonville Municipal Airports. The resultant reports and deliverables will:

- Aid the respective Cities and Airport management in communicating the value and benefits of the airport to the community at-large, and local, state, and federal decision makers.
- Provide communities with evidence and narrative of the economic, social and community benefits the airport contributes to the community to highlight the continued need for support.
- Allow the Cities of Marina, Salinas, Watsonville, and Hollister to make strategic planning and funding decisions and provide better support and infrastructure development projects to spur economic development at the airports and throughout the respective Cities.

The study/report would include individual sections that analyze the impacts of the various activities and initiatives of the airports and their shared areas of economic impact in the Central Coast of California. Specifically, the direct, indirect, and induced economic impacts of the airport.

The results of the economic impact study will be used in a variety of ways to assess the individual and shared work of the respective airports. The results of this study will serve as the foundation to provide an understanding of the role of the airports in our regional and local economy. Additionally, this information will inform airport decision making, grant requests, outreach, and public communications, etc.

The methodology used in this study is transparent, sound, and consistent with industry best practices. The methodology in this study must reconcile the methodology employed by other economic impact studies conducted by local and regional agencies (if any) to avoid double stating or inaccurately quantifying economic benefit of the respective Airports.

FISCAL IMPACT:
There is minimal cost outside of the staff's time to move forward as provided in the MOU related to the issuance of the RFP, consultant selection. Once a consultant is selected, and if economically advantageous to the City of Marina/Municipal Airport, staff will bring back to the council authorization for approval of the professional services contract.

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

Respectfully submitted,

_____
Melissa Orduno
Airport Administrative Assistant
City of Marina

REVIEWED/CONCUR:

_____
Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITIES OF MARINA, CITY OF HOLLISTER, CITY OF WATSONVILLE AND CITY OF SALINAS FOR THE PROCUREMENT OF PROFESSIONAL SERVICES TO PERFORM MUNICIPAL AIRPORT ECONOMIC BENEFIT ANALYSIS, AND ACCEPT AND AUTHORIZE A SUBMISSION OF REQUEST FOR PROPOSAL (RFP) IN SEARCHNG FOR A CONSULTANT FIRM TO AWARD A ONE YEAR CONTRACT FOR AN AIRPORT ECONOMIC IMPACT STUDY

WHEREAS, staff, along with staff from Hollister, Salinas and Watsonville Municipal Airports has prepared an RFP seeking proposals from consultants with a strong background in developing economic impact studies, and;

WHEREAS, the primary purpose of any economic impact study is to identify, quantify, qualify, and communicate the local economic, social and community impacts derived from the activities and operation of the Hollister, Marina, Salinas, and Watsonville Municipal Airports, and;

WHEREAS, the Memorandum of Understanding (MOU) gives the framework for the cooperative effort to issue a Request for Proposal (RFP) to acquire consulting services for the study amongst the Municipal Airports in the Cities of Marina, Hollister, Watsonville and Salinas (Parties), and;

WHEREAS, the MOU would allow each Party to award its own contract to the selected consultant if a contract award is determined by a Party to be in its best interests, no Party shall be required to award a contract under the cooperative procurement if the results are not economically advantageous to that Party, a party may withdraw from this MOU, without cause, with 30 days written notice, and;

WHEREAS, there will minimal cost outside of the staff's time to move forward as provided in the MOU related to the issuance of the RFP, consultant selection, and if economically advantageous to the City of Marina/Municipal Airport, a contract for professional services will be brought back to the city council for consider.

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

1. Authorizing the City Manager to execute a memorandum of Understanding (MOU) by and among the Cities of Marina, Hollister, Watsonville and Salinas for the procurement of professional services to perform a municipal airport economic benefit analysis, subject to final review and approval by City Attorney; and
2. Authorizing the release of a Request for Proposals (RFP) in connection with retaining a consultant to conduct an airport economic impact study.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of June 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

REQUEST FOR PROPOSALS
AIRPORT ECONOMIC IMPACT STUDY
FOR THE
HOLLISTER, MARINA, SALINAS, AND WATSONVILLE MUNICIPAL AIRPORTS

City of Hollister, Hollister Municipal Airport
City of Marina, Marina Municipal Airport
City of Salinas, Salinas Municipal Airport
City of Watsonville, Watsonville Municipal Airport

2024

August 1,2024

Mail to Address:
Watsonville Municipal Airport
100 Aviation Way
Watsonville, CA. 95076
ATTN: Rayvon Williams, Airport Director

REQUEST FOR PROPOSALS
AIRPORT ECONOMIC IMPACT STUDY
FOR THE
HOLLISTER, MARINA, SALINAS, AND WATSONVILLE MUNICIPAL AIRPORTS

The Hollister, Marina, Salinas and Watsonville Municipal Airports (Airport/Airports, City/Cities) are hereby requesting proposals from Consultants qualified to conduct a comprehensive analysis of the economic, social and community impact derived by the activities and operation of these airports. Consultants are invited to submit a proposal at their own risk outlining their experience and qualification in performing work directly related to the services required.

This Request for Proposals (RFP) will be available on the City of Hollister, Marina, Salinas and Watsonville Municipal Airport's websites www.hollister.ca.gov, www.cityofmarina.org, www.ci.salinas.ca.us, and www.watsonvilleairport.com, on August 1, 2024. Other formats are available at the Hollister, Marina, Salinas, and Watsonville Municipal Airports Administration offices, if necessary. The RFP includes details on the scope, schedule, submittal requirements, and selection process.

Eight original proposals, as well as an electronic copy on a readable device must be submitted to:

Watsonville Municipal Airport
100 Aviation Way
Watsonville, CA. 95076

Said proposals shall be submitted by August 1,2024. Late proposals will be rejected unopened. The envelope or box containing the proposals must be sealed and clearly marked "KCVH, KOAR, KSNS, KWVI Airport Economic Impact Study."

Questions pertaining to this RFP should be directed to Rayvon Williams, Airport Director, at (831) 768-3575 or rayvon.williams@watsonville.gov

Jeff Crechriou
Airport Director
Hollister Municipal Airport

Melissa Orduno
Interim Airport Services Manager
Marina Municipal Airport

Matt Nelson
Airport Manager
Salinas Municipal Airport

Rayvon Williams
Airport Director
Watsonville Municipal Airport

I. NOTICE OF REQUEST FOR PROPOSALS

A. Purpose

The purpose of this RFP is to solicit qualified consultants with a strong background in developing economic impact studies. The primary purpose of this Study is to identify, quantify, qualify, and communicate the local economic, social and community impacts derived from the activities and operation of the Hollister, Marina, Salinas, and Watsonville Municipal Airports. The resultant reports and deliverables will:

- Aid the respective Cities and Airport management in communicating the value and benefits of the airport to the community at-large, and local, state, and federal decision makers.

- Provide communities with evidence and narrative of the economic, social and community benefits the airport contributes to the community to highlight the continued need for support.

- Allow the Cities of Salinas, Watsonville, Hollister, and Marina to make strategic planning and funding decisions and provide better support and infrastructure development projects to spur economic development at the airports and throughout the respective Cities.

The study/report would include individual sections that analyze the impacts of the various activities and initiatives of the Airports and their shared areas of economic impact in the Central Coast of California. Specifically, the direct, indirect, and induced economic impacts of the airport.

The results of the economic impact study will be used in a variety of ways to assess the individual and shared work of the respective Airports. The results of this study will serve as the foundation for communication with the public, media, and elected officials to provide understanding of the role of the Airports in our regional and local economy. Additionally, this information will inform airport decision making, grant requests, outreach, and public communications, etc.

It is imperative that the methodology used in this study is transparent, sound, and consistent with industry best practices. The methodology in this study must reconcile the methodology employed by other economic impact studies conducted by local and regional agencies (if any) to avoid double stating or inaccurately quantifying economic benefit of the respective Airports.

B. General Information

Proposed Timeline

July 1, 2024- Advertisement and Release of Proposal

August 1,2024- Deadline for Submission of Proposals

August 10,2024- Interviews (if necessary)

August 19,2024- Award of Contract

October 1, 2024- Commencement of Services

April 2025- Targeted Completion Date for the Study

Note: The respective Airports reserve the right to modify this schedule at the respective Airport's discretion. Proper notification of changes will be made to all interested parties.

Projected Budget

The projected budget for this study is approximately $150,000.00 (combined).

Requirements

The ideal consultant shall have substantial experience consisting of at least five years providing the requested services identified herein.

The City of Salinas has established an overall triennial DBE goal of 13.7%. The Watsonville Municipal Airport has established an overall DBE goal of 4.42% on an annual basis. The City of Hollister and the City of Marina hereby notifies all submitters that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit responses to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, gender, sexual orientation, religion, creed, national origin, marital status, political affiliation, or disability. The Proposer shall make good faith efforts to subcontract the respective Cities DBE % goal, if stated, of the dollar value of the prime contract to certified DBE Consultants.

II. SCOPE OF SERVICES

The following scope of work will be carried out on an individual airport basis. The primary point of contact for Hollister Municipal Airport will be Jeff Crechriou. The primary point of contact for the Marina Municipal Airport will be Melissa Orduno. The primary point of contact for Salinas Municipal Airport will be Matthew Nelson. The primary point of contact for Watsonville Municipal Airport will be Rayvon Williams.

Following the selection of a qualified consultant(s), all reports, studies, and deliverables shall be clearly separate and distinct and coordinated through the primary point of contact.

Task 1: Project Kickoff Meeting

The Consultant will assemble its team and prepare for and hold a project kickoff meeting at the inception of the project. This meeting will include an overview of the overall project goals, the tasks, deliverables, project schedule and major milestones, and how communication with the airport and other stakeholders will be conducted. This meeting will be used to plan the initial data collection activities and discuss the surveys and field visits. The Consultant will prepare the meeting materials, including a project kickoff meeting agenda. Following the meeting, the Consultant will prepare a written summary of decisions made at the meeting, questions that still must be resolved and action items to resolve those questions.

Task 2: Conduct Surveys and Collect Data for Direct Impacts

Accurate data collection is the cornerstone of any defendable economic impact analysis. One of the greatest challenges faced by the Cities and Airports will be explaining, justifying, and defending the data presented. The Consultant will develop a standard FAQ document to address this challenge. Questions, and sometimes skepticism, often arise from inquisitive local government representatives, airport tenants/users and community members. A comprehensive explanation of methodologies used, in "layperson's" terms, will be very beneficial and useful to the Cities and their constituents. The Consultant shall determine the existing direct economic impact for the Hollister, Marina, Salinas and Watsonville Municipal Airports. The analysis will address the value of economic activities carried out by aircraft, airport management and administration, air cargo, airport and facilities construction, capital improvements, fixed-base operators, specialized aviation service operators, based and transient military aviation activities and other parties that offer a direct involvement with the airport. In addition, the Consultant shall provide an analysis of the tax revenues (see Task 2.1 below) for the respective airports and their associated activities provided to local, regional, state, and federal governments. Once the data collection is concluded, all information will be analyzed and processed to present direct impacts.

Task 2.1 Tax Impacts Aviation Activities are Important Contributors to the Tax Base.

The Consultant shall provide an analysis of the tax revenues for each airport and its associated activities provide to local, regional, state, and federal governments. Below are known sources of Aviation related taxes:

- Income tax paid by those whose jobs are supported by the airport and visitor spending
- Taxes contributed by airport businesses as available from Consultant's data collection
- Sales tax paid by those whose jobs are supported by airport and visitor spending
- Sales tax paid by visitors (lodging/retail/rental cars/other)

- Possessory Income Taxes from hangar, facility, and land leases
- Vessel taxes by aircraft owners
- The potential taxes that could be associated with aviation fuel sales, aircraft maintenance, and new aircraft sales. Only direct/indirect tax revenue impacts will be estimated in this task.

Task 2.2: Estimate the Total Value of Aircraft Based at the Airports

Task 3: Conduct Surveys and Collect Data for Indirect Impacts.

The Consultant shall determine existing indirect economic impact for the respective airports. Indirect impacts stem from purchases made off-airport by commercial and general aviation visitors. The Consultant will analyze economic activities that are attributable to the respective airports, in whole or in part, including but not limited to hotels/motels, freight forwarders, travel agents, restaurants, recreation, entertainment venues, and other retail establishments.

Task 4: Estimate Induced Impacts

The Consultant shall estimate induced economic impacts for the respective Airports. As direct and indirect expenditures are released into the economy, they circulate into other sectors, creating additional impacts, which in turn support additional jobs, payroll, and output. Measuring multiplier impacts helps represent the full effect of each aviation-related dollar. The economic impact of each airport or aviation activity on its local market area, as well as its total impact on the local economy will be estimated. The Consultant must use a transparent, sound, and consistent methodology that leverages industry best practices for the data in Tasks 2, 3, and 4.

The methodology in this study must reconcile the methodology employed by other economic impact studies conducted by local and regional agencies (if any) to avoid double stating or inaccurately quantifying economic benefit of the respective Airports.

Task 5: Determine Total Annual Economic Impacts

The Consultant will calculate the total economic impact as the sum of the direct, indirect, and induced benefits. Findings from the model will support the presentation of total economic impacts. The output of the model will be expressed in terms of economic activity, earnings (payroll), and jobs.

Task 6: Economic Impact of nearby real estate

Measure the economic impact (positive, neutral, or adverse) on nearby real estate (residential, commercial, industrial, etc.).

Task 7: Assess Additional (Unique) Impacts

There are aviation and non-aviation activities beyond the respective airports infrastructure that affect the economy and community. The consultant will analyze industries and activities at the airports that provide both economic, community and social qualitative benefits. While it is essential for the Cities' stakeholders to understand the numbers justifying the investment in the respective airports, the economic impact does not wholly represent the only positive impact the airports provide to the community. There are many other vital roles and aspects the respective airports contribute to the local community.

While it is important to quantify and qualify the millions of dollars of economic impact the respective airports provide to the local community, it is just as important to highlight the greater role the airports contribute to the local community and develop a narrative that better connects the community to airports.

This task will be discussed more in depth during the kick-off meeting, but this could include stories from those who have benefited from the Air ambulance services, a child's story from their first ride in an aircraft that led to a career in aviation, someone who attended the annual airshow, etc. The Cities expect the Consultant to study and reconcile those activities that are best to compile and deliver as examples that best highlight and connect the airport to the local community.

Examples may include but are not limited to:

- Air ambulance
- Support of Commercial Agricultural Operations and Aerial Application
- Air Cargo
- California International Air Show
- Airport Open House
- Military Operations
- CAL FIRE Operations
- Disaster Relief Operations (American Red Cross, United Way, etc.)
- Volunteer Pilot Disaster Support Operations (Such as Watsonville's W.E.A.C.T.)
- Unmanned Aircraft
- eVTOL R&D and Manufacturing
- Workforce Development
- Non-traditional Fuels Including Hydrogen
- Micro Grid Development and Support
- Drone Testing and Development
- Remote Driving R&D
- UCMBEST Collaboration and Business Park Development at Marina
- DART (Drone Automation and Robotics Technology)
- ADS-B (Automatic Dependent Surveillance Broadcast) Urban Air Mobility and eVTOL De-escalation
- CIRPAS (Center for Interdisciplinary Remotely Piloted Aircraft Studies)

- Skydiving
- Experimental Aircraft Association Young Eagle's program
- Bob Hoover Academy
- Use of Airport for compatible Non-Aeronautical Events
- STEM Programs
- Angel Flights
- Restaurant Operations
- Flight Training
- Airport Business Owner
- Hub for Historical Aircraft Restoration
- Role in National Airspace System

Task 8: Assess Benefits to Non-Aviation Businesses

Non-aviation businesses typically located off-airport depend upon airports to ship final goods, receive manufacturing imports, receive critical spare parts, and to transport their personnel. A multi-countywide survey of non-aviation businesses will be developed and distributed to as many as 100-plus multi-county businesses to assess this important impact. This impact is presented as a separate value independent of the on-airport impacts.

Task 9: Develop and Provide an Airport Overlay to City of Hollister, Marina, Salinas and Watsonville GIS

All data collected will be produced and delivered in a format as required by the Cities of Hollister, Marina, Salinas and Watsonville for ready acceptance into the respective City's GIS system through importing or data loading. Coordination with each City's GIS Administrator will be required at the start of the project to determine what format (ESRI, Autodesk, MicroStation.) is preferred. The specific scope will be developed at the kick-off meeting. At a minimum, this will include a point feature of the class of the airport, with its name, three letter identifier, latitude of the airport reference point, longitude of the airport reference point, and a primary key. Additional geospatial data requirements will be determined at the time of kick-off meeting Tabular data developed through the study process should be formatted to include the point feature class primary key to link the data to the airport it belongs to. This can be one or many tables, but the airport primary key must be included in each table. The tabular data will be delivered in a format easily interpreted by the respective City's GIS staff. Specifics regarding tabular file formats should be directed to the respective Cities of Hollister, Marina, Salinas and Watsonville GIS Administrators, prior to the start of the study.

Task 10: Develop an Airport Economic Impact Communications Toolkit

To assist the Department, Division, airports, and airport sponsors with communicating the results of this Study, the Consultant will develop an Airport Economic Impact Communication Toolkit to include the following:

- Presentation – A Microsoft PowerPoint presentation that provides an easily customizable template for use in communicating airport economic, social and community impacts.

- Technical Report and Executive Summary Report, submitted in a printable electronic format.

- Primer/Brochure – A brief primer, submitted in printable electronic format, describing the full technical Study, the results, how the airport contributes to the local economy, how the Study can be used, and where to download the full Study and other related deliverables.

- FAQ Document – Developed under Task Two above and submitted in a printable electronic format.

Task 11: Documentation and Coordination

- Develop working papers and technical reports that include:

    - Direct, indirect, and induced impacts as they relate to economic activity, earnings, and jobs for aviation.

    - Graphic and written descriptions of the airport's economic value to the local economy.

    - Data sheets that include the number of based aircraft, the number of aircraft operations, and the number of enplanements for commercial.

    - Narrative sheets that detail the study approach, methodologies used, data gathering processes, and overall survey methods.

    - Supporting illustrations, including charts, graphs, tables, and maps to support the study findings and narrative text.

- Capture and tell the stories about economic, social and community benefits (qualitative data).

- Produce, deliver, and provide formal presentations regarding study findings to various groups throughout the study period. This includes attending and speaking at the City of Hollister Airport Advisory Commission meeting, the City of Hollister City Council meeting, the City of Marina Council meeting, City of Salinas Airport Commission meeting, City of Salinas City Council meeting, Watsonville Airport Advisory Commission meeting and the City of Watsonville City Council meeting,

- Produce Final Technical Report of the study results.

- Produce an Executive Summary Report that includes the following:

    - A public relations-oriented narrative that describes the direct, indirect, and induced impacts as they relate to economic activity, earnings, and jobs in the local area.

- Analysis of public funds and tax revenue contributions in terms of the economic impacts to the local economy.

- Project meetings including advisory committee, regional, FAA and State as required.

The consultant or the Airport may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated as agreed upon in the consultant's contract with the Airport.

III. SUBMISSION REQUIREMENTS

Submit eight (8) original proposals, as well as an electronic copy on a readable device of your response to the RFP. The response to this RFP (the Proposal) shall be one effort, one Proposal for the Hollister, Marina, Salinas and Watsonville Airports. Proposals and acknowledgement of any addendums must be signed and submitted with the proposal. Proposals must be submitted in a sealed envelope and designated with the proposal title. The name and address of the proposer should appear on the outside of the envelope.

ATTN: Rayvon Williams, Airport Director

Watsonville Municipal Airport
100 Aviation Way
Watsonville, CA. 95076

All questions regarding this project proposal shall be submitted to:
Rayvon Williams, Airport Director, at (831) 768-3575 or rayvon.williams@watsonville.gov

If necessary, interpretations or clarifications in response to such questions will be made by issuance of any "Addendum" within a reasonable time prior to proposal closing. The Cities may, at their discretion, extend the closing date.

It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time.

The respective Airports shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals may not be considered accepted after the stated bid opening date and time and may be returned unopened. Facsimile and electronic (email) proposals shall not be accepted.

The submission and signing of a proposal shall indicate the intention of the consultant to adhere to the provisions described in this RFP.

A Signature Page must be submitted with the Proposal. The submission and signing of a proposal shall indicate the intention of the Consultant to adhere to the provisions described in the RFP.

Only questions answered by formal written addenda will be binding. Oral and other interpretations of clarifications will be without legal effect.

If it is necessary to submit trade secrets or other confidential information in order to comply with terms and conditions of the RFP, submit the trade secret or other confidential information in a separate, sealed envelope marked "Trade Secret and or Confidential Information – Do not disclose except for the purpose of evaluating this proposal."

IV. PROPOSAL CONTENT AND FORMAT

A. Format

To provide a degree of consistency in review of the written proposals, Consultants are requested to prepare their proposal in the standard format specified below.

1. Title Page - Proposer should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address and date of submission.

2. Transmittal Letter - The transmittal letter should be no more than two (2) pages long and should include as a minimum the following:

    i. A brief statement of the Proposer's understanding of the project and services to be performed.

    ii. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in the RFP, the names of persons authorized to represent the Consultant, their title, address and telephone number (if different from the individual who signs the transmittal letter).

3. Table of Contents - The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Experience - Provide a description of the Consultant's experience in performing similar studies that address the key elements of the proposed scope of work. Proposer must have five+ years' experience in aviation consulting.

5. References - Provide a list of up to five references that may be contacted about the Consultant's qualifications and the experience. Include the contact's name(s), address, and telephone number for each reference.

6. Cost Proposal - Sealed fee proposal shall include the total hours and dollar amounts, including out of pocket costs for the total project.

B. Proposer Qualifications

Interested Consultants should submit statement of qualifications including the following:

1. Background of the Consultant. This should include a brief history of the Consultant and types of services the Consultant is qualified to perform.

2. Qualifications of the Consultant in performing this type of work. This should include examples of related experience and references for similar studies and projects.

3. Project team and their individual qualifications. Identify individuals and sub consultants who will complete this work, their experience, and their individual qualifications. Pertinent resumes of assigned personnel should be included.

4. Description of project approach, proposed work elements, deliverables for all phases.

5. Consultant shall also provide a fee estimate by work task.

C. Approach to the Project

1. Submit a work plan to accomplish the scope of work defined in the section entitled "Scope of Services" in this RFP. The work plan should include time estimates (in hours) for each significant segment of the project and the staff level to be assigned. Where possible, individual staff members should be named, and their titles provided. The planned use of specialists (if any) should be described.

2. Indicate the extent to which airport personnel would be expected to contribute to the project work effort.

D. Time Requirements

Demonstrate a practical approach to meeting the respective Airport's specific deadlines by providing detailed information as to how the Consultant proposes to meet the targeted completion date.

E. Disputes

Should any doubt or difference of opinion arise between the respective Airports and the Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the respective Airports shall be final and binding upon all parties.

F. Signature Page

V. PROPOSAL EVALUATION PROCEDURES

Selection and Evaluation Process: A Steering Committee assembled by the respective Airports will review the submitted proposals. Committee members will evaluate proposals to determine which Consultant best meets the needs of the respective Airports. The proposals will be evaluated on both their technical and fee aspects. Typically, proposals are evaluated in accordance with the following factors. The City reserves the right to modify, alter or adjust the review and evaluation process.

1. Weighting Factor

    a. Pertinent experience and past performance of consultant: 30%

    b. Articulated understanding of the project and project approach: 30%

    c. Quality of experience of the key personnel: 25%

    d. Overall quality of the proposal/references: 15%

    e. Total: 100%

Each of the scoring areas has a possible minimum to maximum score of one (1) to four (4) points.

2. Interview: At the respective Airport's option, the top two or three Consultants may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way, provide an opportunity to change any fee amount originally proposed. The respective Airport's Administration Office will schedule the time and location of these presentations (if necessary) and notify the selected Consultants.

3. Investigation of References: The respective airports reserve the right to investigate references and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

4. Clarification of Proposals: The respective airports reserve the right to obtain clarification of any point in a consultant's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the Consultant's proposal.

5. Reservation in Evaluation: The Steering Committee reserves the right to either:

    a. Select a consultant directly from the written proposals to best meet the overall needs of the city; or

    b. Request "Best and Final Offers" from the two finalist consultants and select based on the lowest price.

6. Intent of Award: Upon review of the proposals submitted, the respective Airports will negotiate a Professional Services Agreement with a Consultant(s).

7. Proposal Rejection: The respective Airports reserves the right:

   a. To reject any or all proposals not in compliance with all public procedures and requirements.

   b. To reject any proposal not meeting the specifications set forth herein.

   c. To waive any or all irregularities in proposals submitted.

   d. To reject all proposals.

   e. To award any or all parts of any proposal.

   f. To request references and other data to determine responsiveness.

VI. TERMS AND CONDITIONS

Amendments to RFP. The respective Cities reserve the right to amend the RFP or issue a Notice of Amendment to answer questions for clarification. If issued, respondents shall indicate review of the Notice of Amendment.

Binding Offer. The response and offer made by the respondent shall remain valid for a period of 180 days following the submittal deadline and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission shall be deemed as proof that the respondent agrees to the terms and conditions of this RFP and Agreement.

Respective Cities Reserves the Right. The Cities reserves the right to select consultants from the responses received; to waive any or all informalities and/or irregularities; to re-advertise with either an identical or revised scope, or to cancel any requirement in its entirety; or to reject any or all proposals received. The Cities also reserve the right to approve any subcontractors used by submitting Consultants.

City Contracts. It is expected that within thirty (30) calendar days of being notified, the successful respondent shall enter into an Agreement for Professional Services with the Cities. Sample contracts for Cities are enclosed. The successful responded respondent will enter into separate agreements with the respective cities. Upon Notification to Proceed, the successful respondent shall initiate the scope of services in accordance with the executed Agreement for Professional Services.

Collusion. Submittals may be rejected if there is reason for believing that collusion exists among respondents, and no participant in such collusion will be considered in any future submittals for the operation of any concession for the next six (6) months following the date of the Consultants' Submittal.

Costs Incurred. The Cities will not be liable for, nor pay for any costs incurred by responding Consultants relating to the preparation of any proposal for this RFP. The RFP does not commit the Airport to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

Discrimination. The Consultant agrees that, in performing the work called for by this proposal, Consultant shall comply with all Federal, State, and local civil rights and rehabilitation laws prohibiting discrimination because of race, sex, national origin, religion, age or disability.

Error or Omission. Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the Cities nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of their exposures.

Governance. If any of the language or information in this Submittal conflicts with language in the Agreement as prepared by the Cities of Salinas, Watsonville, Hollister and Marina, the language of the final Agreement, as executed, will govern.

No Commitment to Award. Issuance of this RFP and receipt of submittal does not commit the Cities to award a contract. The Cities expressly reserves the right to postpone the award of contract for its own convenience, to accept or reject any or all submittals received in response to this RFP, to negotiate with more than one respondent concurrently, or to cancel all or part of this RFP.

Property of Cities. All responses shall become the property of the respective Cities.

Public Records. All proposal material submitted by proposer shall become the property of the respective Airports and a public record, subject to public disclosure as provided under California's Public Records Law. During the evaluation and selection process, the respective Airports shall treat proposal materials as exempt from public inspection. After the selection process is completed and notice of intent to award a contract has been issued, Airport shall treat proposal materials as open to public inspection, unless exempt from public inspection by provision of applicable state or federal law.

Requests for Interpretation or Clarification. If any prospective consultant finds discrepancies or omissions or there is doubt as to the true meaning of any part of the RFP, a written request for a clarification or interpretation must be submitted in writing, addressed to the Airport Manager at the address listed on the cover of this RFP. E-mail requests for interpretations will also be accepted for this project at rayvon.willaims@cityofwatsonville.org. It is the responsibility of the consultant to verify the respective Cities have received the written or e-mail request. To be given consideration, such requests must be received at least fifteen (15) business days prior to the due date set for the submission of submittals. All such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted on the respective Cities and /or Airport websites no less than 10 calendar days prior to the date fixed for the deadline for Submittals. Failure of any Consultant to receive any such addendum or

interpretation shall not relieve said Consultant from any obligation contained therein. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the Cities of Salinas, Watsonville, Hollister, and Marina not less than fifteen (15) business days prior to the Submittal deadline.

RFP Compliance. It is the responsibility of each consultant to carefully examine this RFP and to judge for itself all of the circumstances and conditions which may affect its submittal and subsequent performance, operation and management pursuant to the Agreement. Any data furnished by the respective Cities is for informational purposes only and is not warranted. Consultant's use of any such information shall be at Consultant's own risk. Failure on the part of any Consultant to examine, inspect, and to be completely knowledgeable of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or information shall not relieve the selected Consultant from fully complying with this RFP. Submittals submitted early by consultants may be withdrawn or modified prior to the Submittal deadline. Such requests must be in writing. Modifications received after the Submittal deadline will not be considered.

Warranty. The Consultant warrants that the Submittal is not made in the interest of or on behalf of any undisclosed party; that the Consultant has not, directly or indirectly, induced any other Consultant to submit a false Submittal; or that Consultant has not paid or agreed to pay to any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in attempting to procure the contract for the privileges granted herein.

ATTACHMENT A – COST PROPOSAL

Task	Description	CVH Hours	CVH Price	OAR Hours	OAR Price	SNS Hours	SNS Price	WVI Hours	WVI Price
1	Kick Off Meeting		$		$		$		$
2	Direct Impacts		$		$		$		$
2.1	Tax Impacts		$		$		$		$
2.2	Aircraft Value		$		$		$		$
3	Indirect Impacts		$		$		$		$
4	Induced Impact		$		$		$		$
5	Economic Impact		$		$		$		$
6	Real-Estate		$		$		$		$
7	Additional Impacts		$		$		$		$
8	Non-Aviation Businesses		$		$		$		$
9	GIS Overlay		$		$		$		$
10	Tool Kit		$		$		$		$
11	Documentation and Coordination		$		$		$		$
	TOTAL		$		$		$		$
	TOTAL COMBINED	Hours		$					

ATTACHMENT B – REQUEST FOR PROPOSAL SIGNATURE PAGE

IMPORTANT: Proposals MUST be accompanied by this Signature Page

The Respondent does hereby attest they have reviewed the "**Request for Proposals, Airport Economic Impact Study, for the Hollister, Marina, Salinas and Watsonville Municipal Airports**", fully understand the contents herein, and affirm that all Respondent responses entered, either through written or electronic medium, are accurate and true to the best of their knowledge.

Full Legal Name of Respondent/Company:_____

Printed Name:_____

Title:_____ Date:_____

Authorized Signature: _____

Address:_____
Street/City/State/Zip Code

Telephone:_____

Email:_____

All Respondents shall provide written documentation of authority binding the Respondent to the Proposal which becomes part of the contract and shall provide documentation that they are in good standing and authorized to conduct business in the State of California, and Cities of Salinas, Watsonville, Hollister and Marina.

_____

CONFIRMATIONS

Check the Following:

_____ Respondent has an existing or can obtain a Business License in the respective Cities.

_____ Respondent's complete proposal remains a firm offer for 180 days.

_____ Respondent is willing to enter separate Professional Service contracts with the City of Hollister, Marrina, Salinas, and Watsonville containing the terms and conditions or substantially similar terms and conditions to the draft contracts and the requirements of the solicitation without exceptions, deletion, qualification or contingency.

MEMORANDUM OF UNDERSTANDING
by and among
CITY OF HOLLISTER,
CITY OF MARINA,
CITY OF SALINAS,
and
CITY OF WATSONVILLE
for
COOPERATIVE PROCUREMENT

This Memorandum of Understanding ("MOU") is effective as of this____ day of _____, 2024, by and among the City of Hollister, a general law city ("Hollister"), the City of Marina, a charter city ("Marina"), the City of Salinas, a charter city ("Salinas"), and the City of Watsonville, a charter city ("Watsonville"). Hollister, Marina, Salinas, and Watsonville are referred to herein, individually, as a "Party" and, collectively, as the "Parties."

RECITALS:

WHEREAS, each of the Parties own and operate a municipal airport; and

WHEREAS, each Party has determined that it needs to retain a consultant to perform an airport economic benefit analysis; and

WHEREAS, for the procurement of professional services to perform municipal airport economic benefit analyses, it may be more cost-effective for the Parties to cooperatively procure such professional services in order to achieve economies of scale, make the best use of airport funding, and minimize costs; and

WHEREAS, pursuant to Government Code Section 6502, the Parties are statutorily authorized to jointly exercise any power common to the Parties; and

WHEREAS, Hollister is authorized to procure professional services pursuant to Chapter 3.06 of the Hollister Municipal Code, Marina is authorized to procure professional services pursuant to Chapter 3.16 of the Marina Municipal Code; Salinas is authorized to procure professional services pursuant to Chapter 12 of the Salinas Municipal Code, and Watsonville is authorized to procure professional services pursuant to Chapter 5 of Title 3 of the Watsonville Municipal Code; and

WHEREAS, the Parties desire to establish a mutual understanding to provide for Watsonville acting as lead airport ("Lead Airport"), and Hollister, Marina, and Salinas, each acting as participating Airports ("Participating Airports"), to procure professional services to perform municipal airport economic benefit analyses for each of the Parties;

NOW, THEREFORE, the Parties in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby agree as follows:

1. **Complete Agreement.** This MOU, including any exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the MOU among the Parties concerning the cooperative procurement professional services to perform municipal airport economic benefit analyses. The above-referenced Recitals are true and correct and are incorporated by reference herein.

2. **Lead Airport Responsibilities**. Watsonville agrees to the following responsibilities for the cooperative procurement:

a. Watsonville shall serve as Lead Airport on the cooperative procurement of professional services to perform municipal airport economic benefit analyses for each of the Parties (the "Procurement"). Procurement services ("Services") may include, but are not limited to, working with the Parties to prepare and issue Request for Proposal ("RFP") documents, develop scopes of work, develop evaluation criteria, and prepare addenda, if any, communicate with respondents to the RFP, and coordinate the proposal evaluation and selection processes.

b. Watsonville shall work with the Parties to schedule such joint procurements in a timely manner, consistent with the availability and workload of Participating Airports' staff.

c. Watsonville shall ensure that the Procurement complies with and is consistent with all federal, state and local regulations, circulars and guidelines.

d. Watsonville is acting as an independent contractor under this MOU and shall pay all wages, salaries, and other amounts due to its own personnel in connection with any and all Services provided under this MOU, as well as that which may be required by law. Watsonville shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, benefits and workers compensation insurance. Watsonville shall have exclusive control over its employees and the Parties shall not have any authority to direct or control employees of Watsonville. Watsonville's employees or agents shall not be deemed the employees or agents of any of the other Parties for any purpose.

e. Watsonville agrees to indemnify, defend and hold harmless the Parties, its member Airports, officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by Watsonville, its officers, directors, employees, or agents in connection with or arising out of the performance of services under this MOU. This obligation shall not apply to negligent acts, omissions or willful misconduct of any of the Parties, their respective officers, directors, employees, or agents.

3. **All Parties' Responsibilities**. The Parties agree to the following responsibilities in connection with the Procurement:

a. The Parties shall each actively participate in the Procurement. Each Party shall provide input on the Procurement scope of work, evaluation criteria, selection of consultant, data requirements, and other background information required to provide the respondents to the RFP with sufficient information to prepare and submit viable proposals. Each Party shall also participate in the proposal evaluation and selection process, and shall award its own procurement contract to the selected consultant, subject to its respective contract approval process.

b. The Parties shall work with Watsonville to schedule such the Procurement in a timely manner, consistent with the availability and workload of each Parties' staffs.

c. The Parties shall review the Procurement documents and process to ensure they comply with and are consistent with all federal, state and local regulations, circulars and guidelines.

d. Each Party is acting as an independent contractor under this MOU and shall pay all wages, salaries, and other amounts due to its own personnel in connection with any and all services provided under this MOU, as well as that which may be required by law. Each Party shall be responsible for all reports and obligations respecting its own personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, benefits and workers compensation insurance. Each Party shall have exclusive control over its employees and no Party shall have any authority to direct or control employees of any other Party. No Party's employees or agents shall be deemed to be another Party's employees or agents for any purpose.

e. Each Party agrees to indemnify, defend and hold harmless the other Parties, their respective officers, directors, employees, and agents from and against any and all claims, liabilities, and actions whether legal, equitable or administrative, and costs and expenses (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by the indemnifying Party, its officers, directors, employees, or agents in connection with or arising out of the performance of this MOU.

f. The Parties shall form an advisory committee, known as the "Steering Committee," consisting of one representative from each Party. Each Party may assign one alternate for situations where its primary member is unavailable. The Parties may identify their primary and alternate representatives as part of this MOU. The Steering Committee will evaluate proposals to determine which Consultant best meets the needs of the respective Parties. The Steering Committee shall review and evaluate the submitted proposals pursuant to the terms of the RFP. To the extent the Parties modify, alter, or adjust the review and evaluation process, the Steering Committee shall abide by the updated review and evaluation process. The Steering Committee shall have the right to

either: (a) select a consultant directly from the written proposals to best meet the overall needs of each Party or (b) request "Best and Final Offers" from the two finalist consultants and select based on the lowest price. The recommendation shall be based on unanimous vote of the whole Steering Committee. Each Party may only have one vote. The Steering Committee shall have no decision-making authority on behalf of each respective City. The respective City's Committee member or alternate shall propose the selected Consultant to its respective Governing Body, City Manager, or delegate, pursuant to its respective purchasing ordinance.

4. **Parties' Mutual Obligations.** The Parties understand and agree to the following mutual responsibilities regarding the Procurement:

a. The Request for Proposals document developed for the Procurement shall include language requiring each Party to award its own contract to the selected consultant, if a contract award is determined by a Party to be in its best interest.

d. No Party shall be required to award a contract under the cooperative procurement if the Procurement results are not economically advantageous to that Party.

e. Each Party shall be solely responsible for the cost of the services for which it contracts with the selected consultant.

f. This MOU shall commence upon full execution by the Parties, and shall continue in full force unless terminated as provided in this MOU.

g. This MOU may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties.

h. A Party may withdraw from this MOU, without cause, by delivering written notice of withdrawal to the other Parties not less than thirty (30) calendar days before the date of withdrawal. The Parties may terminate this MOU upon the written agreement of the Parties. Unless terminated earlier by the Parties, this MOU will terminate upon the execution of the contracts hiring the Consultant.

i. The persons executing this MOU on behalf of the parties hereto warrant that they are duly authorized to execute this MOU on behalf of said parties and that, by so executing this MOU, the parties hereto are formally bound to the provisions of this MOU.

j. All notices hereunder and communications required or permitted by this MOU, or changes thereto, or by law to be served on, given to or delivered to any other Party hereto by any other Party to this MOU shall be in writing or authorized in writing, and may be sent by personal delivery, regular mail, or email. Any such notice shall be addressed to:

Notices to Hollister:

Hollister Municipal Airport
60 Airport Drive
Hollister, CA 95023
Attn: Jeff Crechriou, Airport Director
Email: jeff.crechriou@hollister.ca.gov

Notices to the Marina:

Marina Municipal Airport
781 Neeson Road
Marina, CA 93933
Attn: Layne Long, City Manager
Email: llong@cityofmarina.org

Notices to Salinas:

Salinas Municipal Airport
342 Airport Blvd
Salinas, CA 93905
Attn: Matt Nelson, Airport Manager
Email: matthewne@ci.salinas.ca.us

Notices to the Watsonville:

Watsonville Municipal Airport
100 Aviation Way
Watsonville, CA 95076
Attn: Rayvon Williams, CM, CAE, Airport Director
Email: rayvon.williams@watsonville.gov

k. The headings of all sections of this MOU are inserted solely for the convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provision thereof.

l. The provisions of this MOU shall bind and inure to the benefit of each of the parties hereto and all successors or assigns of the parties hereto.

m. If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.

n. This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same MOU. Secure electronic signatures will be permitted.

o. Neither this MOU, nor any of a Party's rights, obligations or duties hereunder may be assigned in whole or in part by a Party without the prior written consent of the other Parties. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

p. Each Party warrants that, in the performance of this MOU, it shall comply with all applicable federal, state and local laws, statutes and ordinances and lawful orders, rules and regulations promulgated thereunder.

q. A Party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, or a material act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

r. This MOU shall be construed and interpreted solely in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this MOU constitutes the entire understanding of the Parties hereto, and there are no other requirements, premises, warranties, covenants or undertakings with respect thereto, and have made and executed this MOU as of the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF HOLLISTER, a
general law city

_____
David Mirrione, City Manager

ATTEST:

_____
Jennifer Woodworth, MMC, City Clerk

APPROVED AS TO FORM:

Lozano Smith Attorneys at Law

_____
Mary F. Lerner, City Attorney

CITY OF MARINA, a
charter city

_____
Layne Long, City Manager

ATTEST:

_____
Anita Shepherd-Sharp, Deputy City Clerk

APPROVED AS TO FORM:

_____
René Alejandro Ortega, City Attorney

CITY OF SALINAS, a
charter city

_____
Rene Mendez, City Manager

ATTEST:

_____
Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:

_____
Christopher A. Callihan, City Attorney

CITY OF WATSONVILLE, a
charter city

_____
Tamara Vides, Interim City Manager

ATTEST:

_____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

_____
Samantha Zutler, City Attorney

June 14, 2024 Item No. **10g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, TO AUTHORIZE CITY MANAGER TO EXECUTE AGREEMENT BETWEEN THE CITY OF MARINA AND THE COUNTY OF MONTEREY FOR COLLECTION OF SPECIAL TAXES, FEES, AND ASSESSMENTS.

RECOMMENDATION:
It is recommended that the City Council:

1. Adopt Resolution No. 2024-, authorizing the City Manager to execute an agreement, substantially in the form of **EXHIBIT A**, between the City of Marina and the County of Monterey for the collection of special taxes, fees, and assessments.

BACKGROUND:
Government Code Sections 29304 and 51800 authorize counties to recoup their collection costs when such counties collects taxes, fees, or assessments for any city, school district, special district, zone, or improvement district. Counties may enter into agreements with such local agencies to recoup their collection costs.

ANALYSIS:
Each year, the County of Monterey requests that each local agency, including the City of Marina, provide the Auditor-Controller's Office with the following in order to place charges on the secured tax roll:

A. Excel file with assessor parcel number, total dollar amount, tax cod, and description of each tax;
B. A completed information sheet for each bond or user fee;
C. Name and address for each assessment or fee assigned to public property; and
D. Certification resolution ensuring compliance with Proposition 218, and including a hold harmless and indemnification provision.

The City is in the process of preparing the necessary information requested by the Auditor-Controller's Office, including the certification resolutions, which staff has brought to Council earlier this year for approval. This year, per the recommendation from the County Counsel's office, the Auditor-Controller's Office has updated its agreement for collection of special taxes, fees, and assessments, and is requiring each local agency to sign and submit such agreement. The agreement is attached as **EXHIBIT A**.

FISCAL IMPACT:
None

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

Respectfully submitted,

_____
Layne Long
City Manager
City of Marina

_____
René Alejandro Ortega
City Attorney
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENT BETWEEN THE CITY OF MARINA AND THE COUNTY OF MONTEREY FOR COLLECTION OF SPECIAL TAXES, FEES, AND ASSESSMENTS.

WHEREAS, Government Code Sections 29304 and 51800 authorize counties to recoup their collection costs when such counties collects taxes, fees, or assessments for any city, school district, special district, zone, or improvement district; and

WHEREAS, counties may enter into agreements with such local agencies to recoup their collection costs; and

WHEREAS, each year, the County of Monterey requests that each local agency, including the City of Marina, provide the Auditor-Controller's Office with the following in order to place charges on the secured tax roll:

A. Excel file with assessor parcel number, total dollar amount, tax cod, and description of each tax;
B. A completed information sheet for each bond or user fee;
C. Name and address for each assessment or fee assigned to public property; and

   Certification resolution ensuring compliance with Proposition 218, and including a hold harmless and indemnification provision; and

WHEREAS, The City is in the process of preparing the necessary information requested by the Auditor-Controller's Office, including the certification resolutions, which staff has brought to Council earlier this year for approval; and

WHEREAS, this year, per the recommendation from the County Counsel's office, the Auditor-Controller's Office has updated its agreement for collection of special taxes, fees, and assessments, and is requiring each local agency to sign and submit such agreement. The agreement is attached as **Exhibit A**; and

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

1. Authorize the City Manager to execute an agreement, substantially in the form of **Exhibit A**, between the City of Marina and the County of Monterey for the collection of special taxes, fees, and assessments.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of June 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

AGREEMENT FOR COLLECTION OF
SPECIAL TAXES, FEES, AND ASSESSMENTS

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter referred to as "County" and the City of Marina, a municipal corporation
of the State of California, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any School District, Special District, zone, or improvement District thereof; and

WHEREAS, when requested by District, it is in the public interest that the County collect on the County tax rolls the special taxes, fees, and assessments for District.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by District as hereinafter provided, or as required by law, to collect on the County tax rolls the special taxes, fees, and assessments of or owing to the District, and of each zone or improvement District thereof.

2. When County is to collect special taxes, fees, and assessments owing to Districts, District agrees to notify the Auditor-Controller of the County on or before the 1st day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to the County, and including, but not limited to, any act of omission or assessment to be so collected. Provided, however, to be effective, the notice must be received by the Auditor-Controller by said date.

3. County may charge the sum of 0.25% of the Original Charge for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the District.

4. District warrants that the taxes, fees, or assessments collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218). District has requested, on County's behalf, an opinion from their legal advisor stating that the tax, fee, or assessment complies with state law, and specifically analyzing compliance with Proposition 218 and any other applicable law. Said opinion is attached hereto as "Exhibit A" and incorporated by reference into this Agreement.District also agrees to reaffirm the validity of the tax, fee, or assessment each time it requests the County to collect such tax, fee, or assessment pursuant to this Agreement.

5. District hereby releases and forever discharges County and its officers, agents, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of District's responsibility under this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this Agreement.

6. District agrees to and shall defend, indemnify and save harmless County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of any of District's responsibility under this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this Agreement. If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, District agrees that County may, in its sole discretion, offset the amount of any costs, expenses or judgment paid by County or by any indemnified party from any monies collected by County on District's behalf, including property taxes, special taxes, fees, or assessment. County may, but is not required to, notify District of its intent to implement any offset authorized by this paragraph. District also agrees that the County may require that some or all of any costs, expenses or judgments required to be paid by the County because of any judgment relating to the assessment or collection of special taxes, fees or assessments contemplated by this Agreement be paid directly by the District and not by way of offset.

7. District agrees that its officers, agents, and employees will cooperate with County by answering inquiries made to District by any person concerning the special tax, fee, or assessment, and District agrees that its officers, agents, and employees will not refer such individuals making inquiries to County officers or employees for response.

8. District shall not assign or transfer this Agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by District shall be void and shall immediately and automatically terminate this Agreement.

9. This Agreement shall be effective for the 2024 -25 fiscal year and shall be automatically renewed for each fiscal year thereafter unless terminated as hereinafter provided.

10. Either party may terminate this Agreement for any reason for any ensuing fiscal year by giving written notice thereof to the other party prior to May 1st of the preceding fiscal year.

11. County's waiver of breach of any one term, covenant, or other provision of this Agreement is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT: City of Marina

By:_____
Layne Long, City Manager

Approved as to form:

_____
René Alejandro Ortega
District Counsel/City Attorney

COUNTY OF MONTEREY

By: _____

Approved as to form:

_____

Office of County Counsel

June 12, 2024 Item No. **10g(4)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18, 2023

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, APPROVING AN AGREEMENT WITH DENISE DUFFY AND ASSOCIATES TO PREPARE A MAINTENANCE PLAN FOR HILLTOP PARK WITHIN PHASE 2 EAST OF THE UNIVERSITY VILLAGE (DUNES) PROJECT AREA AND FIND THIS ACTION IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B(3) OF THE CEQA GUIDELINES.

RECOMMENDATION: It is recommended that the City Council consider:

1. Adopt Resolution No. 2024-, approving an agreement with Denise Duffy and Associates to prepare a maintenance plan for Hilltop Park within Phase 2 East of University Village; and
2. Authorizing the City Manager to execute the agreement subject to final review and approval by the City Attorney; and
3. Authorizing the Finance Director to make necessary accounting and budgetary entries.

PROJECT HISTORY

Hilltop Park as approved in the Dunes Specific Plan is a unique and different park from the other traditional developed parks in Marina. Its location provides beautiful panoramas of the ocean to the west and Salinas and the hills to the east. The park as designed is to be a passive park, rather than an active use park with playground equipment, sports fields, and other established play areas. The emphasis on the park was to have native plantings, overlooks, seating areas, walking pathways, picnic areas and a dog park. Trails were to follow the contours of the land and provide access from Eighth and Ninth streets.

April 20, 2021-Council approval of the conceptual plan for Hilltop park except the vegetation. The council directed the formation of an ad hoc committee for the trees, grasses, forbs and shrubs for this park.

May 17, 2022-City Council approval of resolution 2022-60. Native plants were emphasized but 100% native plants was not required. Section 3A of the resolution specifically says, "commercially available seed shall be used[1]." The motion also included a requirement that the City shall develop a maintenance plan for the park before it is transferred over to the City.[2]

December 19, 2023-Council approved the alternate seed mix for the site.

January 11, 2024-prior to issuing the approval of the park, a memo was prepared by Vander Toolen and Associates stating all seed proposed was going to be planted except for item 1 (Deerwood) which was not available and item 2 (California Sagebrush) which the staff recommended be removed.

[1] Note this can be found on the Access Media Partners (AMP) video at 2 hours and 25 minutes into the video. https://videoplayer.telvue.com/player/AWBnUCvvx6cKD1BrvIIZX31orwnnR9JL/media/720943?key=AWBnUCvvx6cKD1BrvIIZX31orwnnR9JL

[2] 2 hour and 30 minutes into the AMP video

February 15, 2024-Erik Nava, City of Marina Contract Public Works Inspector, field verified all the seeds proposed were planted. The only modification was the Monkey Flower had a Latin name change.

June 13, 2024-site visit by City staff and Dense Duffy and Associates to better understand the status of the park.

ANALYSIS

The Dunes are getting close to completion of development of the park and would like to turn it over to the city as soon as possible. Pursuant to City Council resolution 2022-60 city staff are requesting approval of a contract with Denise Duffy and Associates that will facilitate turning the park over to the city and will establish a maintenance plan as directed by the city council to help keep the park viable and vibrant as originally designed. The scope of the contract includes:

- An evaluation of the current plants installed by the Dunes to establish compliance with the landscaping plans and specifications, including an assessment of which plants have been successful and which ones have failed.
- Inventory of invasive non-native species that have occurred since development of the park and a plan to address invasive plants.
- Develop a short-term and long-term maintenance plan which includes identification of potential issues of problems including erosion, trampling, drought stress etc.
- Annual inspections and monitoring of the site for the next five years.
- Estimate of the staff time and resources needed for the maintenance plan.

ENVIROMENTAL REVIEW

Approval of a contract is not a project subject to the California Environmental Quality Act pursuant to the commonsense exemption found in section 15061(b)(3) of the CEQA Guidelines.

FISCAL IMPACT

This estimated cost of the agreement is $7,110 and will be paid from existing budgeted funds.

CONCLUSION

City staff are recommending approval of the contract so work can begin in earnest on the maintenance plan for this park.

Respectfully submitted

_____

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

REVIEWED BY:

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CITY APPROVING AN AGREEMENT WITH DENISE DUFFY AND ASSOCIATES TO PREPARE A MAINTENANCE PLAN FOR HILLTOP PARK WITHIN PHASE 2 EAST OF THE UNIVERSITY VILLAGE (DUNES) PROJECT AREA AND FIND THIS ACTION IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B(3) OF THE CEQA GUIDELINES.

WHEREAS, on May 17, 2022, the City Council approved the landscaping at the Hilltop Park per adoption of City Council resolution 2022-60; and

WHEREAS, pursuant to City Council resolution 2022-60 city staff were directed to prepare a maintenance plan for said park; and

WHEREAS, diligent effort has been made by community volunteers for the landscaping of this park; and

WHEREAS, city staff need additional technical assistance from Denise Duffy and Associates to better understand how to maintain the park in the near term; and

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

1. Approve an agreement with Denise Duffy and Associates to prepare a maintenance plan for Hilltop Park within Phase 2 East of University Village; and
2. Authorizing the City Manager to execute the agreement subject to final review and approval by the City Attorney; and
3. Authorizing the Finance Director to make 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 18th day of June 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

June 11, 2024

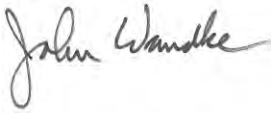
Guido F. Persicone, AICP
Community Development Director
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

SUBJECT: Proposal for Landscape Maintenance Recommendations
Hilltop Park, Marina, CA

Dear Mr. Persicone,

Denise Duffy & Associates, Inc. (DD&A) is pleased to submit our proposal to prepare landscape maintenance recommendations for the native plant installation at Hilltop Park, Marina, CA. This proposal provides a scope and cost estimate for a site evaluation, preparation of landscape maintenance recommendations in a memo format, preparation of an opinion of cost for necessary short-term and long-term maintenance measures, and an annual inspection for a period of five yeras. We are grateful for the opportunity and look forward to continuing our work together.

Sincerely,



John Wandke
Senior Environmental Scientist
Denise Duffy & Associates, Inc.
jwandke@ddaplanning.com
(831) 277-7748

SCOPE OF WORK

Hilltop Park is an approximately 10-acre park associated with the Dunes Phase 2 East development in Marina and is intended for passive recreation along a series of informal trails. The City has requested a post-installation evaluation of the landscape materials at the park and preparation of short and long-term maintenance recommendations. The following scope of work includes attendance of one site meeting with City staff at Hilltop Park to review site conditions, a second more detailed site visit and preparation of a memo detailing recommended maintenance measures for the native landscape at the park, preparation of an opinion of cost for implementation of short and long-term maintenance measures, and an annual inspection for a period of five years.

Task 1 – Project Initiation

This task includes one initial site meeting with City staff, correspondence, and review of relevant project documentation, landscape plans, and the existing Dunes Phase 2 East Hilltop Park Landscape Maintenance Manual (vanderToolen Associates, 2024).

Task 2 – Site Evaluation and Maintenance Recommendations Memo

DD&A will perform a second site visit to evaluate the site in greater detail. The site evaluation will include a review of the landscape and a determination, to the extent feasible, of compliance with the landscaping plans and specifications; an assessment of which plant species planted during the initial landscaping effort have been successful and which ones appear to have failed; an inventory of priority invasive non-native plant species; and identification of other issues that could pertain to short and long-term maintenance (i.e. erosion, trampling impacts, herbivory, drought stress). DD&A will summarize the findings of the site evaluation in a memo format and provide a list of maintenance recommendations for short-term (e.g., 12 months) and long-term (e.g., 5 years) implementation. DD&A will respond to one round of City comments and will revise the memo accordingly.

Task 3 – Opinion of Cost

Based on the site evaluation and maintenance recommendations, DD&A will prepare an opinion of probable implementation cost. The opinion of cost will provide estimated implementation costs for each of the recommended short and long-term maintenance recommendations presented under Task 2. The opinion of cost will assume implementation by a landscape contractor or restoration specialist and will not attempt to estimate costs associated with volunteer organizations. The intent of the opinion of cost will be to help the City plan for future expenditures, but it will not constitute a formal proposal for implementation.

Task 4 – Annual Inspections (5 Year)

DD&A will perform once annual inspections of the vegetation at Hilltop Park for a period of five years. The inspections will evaluate general survival and health of the vegetation, identify plant species that are not thriving, identify areas of invasive weeds requiring control, and assess other maintenance issues pertinent to the vegetation that require attention. The inspections will pertain to informal areas of native vegetation and will not address conventional landscaping (i.e. turf etc.). Findings of each inspection will be summarized in a written memo-style report and submitted to the City.

BUDGET

The project will be billed on a time-and-materials basis by task with a not-to-exceed amount detailed in the attached budget.

ASSUMPTIONS

The budget is based on completing only the tasks identified above and does not include services including but not limited to attendance of public meetings, additional site visits, land surveying or other engineering services; preparation of design drawings or irrigation plans; acquisition of permits or payment of permit fees; detailed surveys or mapping of plants and/or habitat; surveys for special status species; or implementation of landscape maintenance recommendations. DD&A is available to perform these services, but an add-on to the contract would be necessary.

SCHEDULE

DD&A is available to perform this work immediately after the attached authorization to proceed is signed by an authorized representative and all project information has been received.

Hilltop Park Maintenance Recommendations Budget

	Staff	Senior Project Manager	Senior Environmental Scientist	Administrative	DD&A Costs by Task
	Hourly Rate	$225.00	$156.00	$98.00	
Task 1	Project Initiation	1	10	1	$ 1,883.00
Task 2	Site Evaluation & Landscape Maintenance Recommendations Memo	2	16	1	$ 3,044.00
Task 3	Opinion of Cost	1	12	1	$ 2,195.00
Task 4	Annual Inspections and Reports (5) - 4% Annual Escalation Rate	5	60	5	$ 12,364.38
	Year 1 (2025)	*1*	*12*	*1*	*$ 2,282.80*
	Year 2 (2026)	*1*	*12*	*1*	*$ 2,374.11*
	Year 3 (2027)	*1*	*12*	*1*	*$ 2,469.08*
	Year 4 (2028)	*1*	*12*	*1*	*$ 2,567.84*
	Year 5 (2029)	*1*	*12*	*1*	*$ 2,670.55*
	Total Hours by Staff	9	98	8	
	Subtotal for DD&A Labor	**$ 2,025.00**	**$ 15,288.00**	**$ 784.00**	**$ 19,486.38**
	Estimated Expenses Mileage, supplies, GIS, and phone				$1,000
TOTAL ESTIMATED COST					**$ 20,486.38**

AUTHORIZATION TO PROCEED

◊◊◊

Note: If the scope and fee described in the Denise Duffy & Associates, Inc. attached proposal are acceptable, please sign and return a copy of this authorization form for our files. The signature below also serves as acceptance of Denise Duffy & Associates, Inc. Standard Terms and Conditions, attached. Thank you.

Project Name: Hilltop Park Landscape Maintenance Recommendations

Accepted by (signature):_____ **Dated:** _____

Print Name:_____

Title:_____

On Behalf of:_____

Mailing Address:_____

Phone:_____

Fee/Scope Confirmation: Project Initiation, Site Evaluation & Maintenance Recommendations Memo, Opinion of Cost, Annual Inspections (5 Year)
Total: $20,486.38

Existing Contract Date, if applicable: On-call contract

If invoice should be sent to a different person or location, please complete below:

Mailing Address:_____

Attention:_____

Return to: Denise Duffy & Associates, Inc.
947 Cass Street, Suite 5
Monterey, CA 93940

Or email: mechevarria@ddaplanning.com

DENISE DUFFY & ASSOCIATES, Inc.
STANDARD TERMS AND CONDITIONS

Invoices	Denise Duffy & Associates, Inc. will submit progress invoices to Client at least as frequently as monthly and a final bill upon completion of services. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge equal to 1.5% on undisputed past-due accounts.
Workers' Compensation Insurance	Denise Duffy & Associates, Inc is protected by Worker's Compensation Insurance as required by applicable state law. Proof of insurance will be provided to Client upon request.
General Liability Insurance and Limitation	Denise Duffy & Associates, Inc. is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits as specified below. Certificates of insurance shall be provided to Client upon request. Denise Duffy & Associates, Inc. shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance as noted below. Denise Duffy & Associates, Inc. shall not be responsible for any loss, damage or liability arising from any act or omission by Client, its agents, staff; other consultants, independent contractors, third parties or others working on the project that have not been hired by Denise Duffy & Associates, Inc. and over which Denise Duffy & Associates, Inc. has no supervision or control. COVERAGES — LIMITS OF LIABILITY General Liability (Including Bodily Injury, Property Damage and Contractual Liability) — $1,000,000 each Occurrence; $2,000,000 Aggregate Automobile Liability (Including Bodily Injury and Property Damage) — $1,000,000 each Occurrence Professional Liability — $1,000,000 each Occurrence; $1,000,000 Aggregate
Termination	This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of performance by the other party or if the Client suspends the work for more than three months. In the event of termination, Denise Duffy & Associates, Inc. shall be paid for the services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analysis, records and reports necessary to document job status at the time of termination.
Fees	Denise Duffy & Associates, Inc. agrees to provide services covered by this Agreement on a time and material basis. If the project requirements expand beyond the scope of services covered by this Agreement, an additional Service Agreement or a written addendum to this Agreement shall be entered into to cover the revised scope and fee. Should Client authorize a revision in the scope of services without a revision to this agreement, Denise Duffy & Associates, Inc. shall be compensated for the services actually performed.

June 12, 2024 Agenda Item: **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18, 2024

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, RECEIVING AN UPDATE ON SEA HAVEN AND GLORYA JEAN TATE FINAL PARK DESIGNS AND CONSIDER TRANSFERRING CAPITAL PROJECT FUNDS BETWEEN SEA HAVEN AND GLORYA JEAN TATE PARKS CAPITAL PROJECT ACCOUNTS.

REQUEST:
It is requested that the City Council consider approving and adopting Resolution No. 2024-, for the following actions:

1. Approve final design of Sea Haven Park including relocating playground equipment originally purchased for Sea Haven Park to Glorya Jean Tate Park.
2. Approve final design of Glorya Jean Tate Park.
3. Approving transferring the needed unexpended fund balance of approximately $1,813,136 from Glorya Jean Tate Park (Capital Project # QLP2119) to Sea Haven Community Park (Capital Project # QLP 2016).

BACKGROUND:
In 2005 the City of Marina adopted a Parks and Recreation Facilities Master Plan. One of the key goals of this plan was to, "Prioritize the improvement of existing parks and development of new parks." The City Council has prioritized the funding, design, and construction of city parks including the new Sea Haven Park and Dunes City Park and the renovation of the existing Glorya Jean Tate Park, Windy Hill Park, and Preston Park.

The funding for these parks improvements primarily comes from the Park Impact fee which is charged to each new residential building permit that is issued and is approximately $10,500 per single family unit. This fee provides for the development of new parks impacted by the new homes being built.

Many public meetings and open houses have been held for improvements to city parks, particularly, Sea Haven, Glorya Jean Tate and Dunes City Park. An open house on parks design was held on November 13th, 2018. At the open house, community members viewed plan sheets that showed the existing parks and bubble diagrams containing elements identified in master plans.

The parks concept plans were presented to a joint Public Works Commission and Recreation and Cultural Services Commission on February 21, 2019. The Commissioners received the presentation, heard comments from the public, and made recommendations for changes.

On April 9, 2019, the City Council passed Resolution 2019-36, receiving presentations on various park concept plans and provided comments. The revised concept plan for Glorya Jean-Tate Park served as a basis for the pump track and future park improvement designs. In subsequent meetings the council has approved final design plans for Sea Haven and Glorya Jean Tate Parks.

ANALYSIS:

Sea Haven Park

Wathens Castanos Developers (WCD), the developer for Sea Haven is responsible for the construction of Sea Haven Park. The developer committed to funding $3.0 million towards the construction of this park ($2.1 million provided by the developer and $0.9 million provided by the city through park impact fee reimbursements). The initial projected costs of the park came in higher, so the city agreed to pay for the purchase and installation of playground equipment in the park. The city council approved $1.8 million (Capital Project #QLP 2016) for an additional city contribution to this park to cover playground and other improvements.

In December 2023 WCD went out to bid for construction of Sea Haven Park and their bid prices came back at $4,524,071, approximately $1.5 million over their established budget of $3.0 million. This excluded the playground equipment which the City had already purchased. The City requested that WCD increase their budgeted amount for the park, which they declined and instead they recommended value engineering park amenities to close the gap. Their proposal includes, changing pickleball courts from standard painted concrete to asphalt, reduction of trail and pathway system around the park, reducing parking lot spaces, park amenities, and the open lawn play area.

The council can either approve the value engineering options or approve transferring in additional funds to close the gap.

Glorya Jean Tate Park

City Council has approved the design plans for Glorya Jean Tate Park and preparation of bidding documents. Our park consultant Verde has given us an updated total project estimate of $6,186,864 for completion of the park including construction costs, soft costs, and playground equipment. This results in a savings of $1,813,136 from what has been budgeted for the park.

The Glorya Jean Tate Park Improvements, Phase 2, shown on Illustrative plan, **EXHIBIT A,** highlights the following park elements;

- Dog Park, sectioned to separate the smaller dogs from that of the larger dogs.
- Basketball court, two pickleball courts, exercise area and horseshoe/cornhole court.
- Picnic areas, open turf area and walkways in and around the park.
- Play area, using play equipment initially procured for the Sea Haven Community Park. "**EXHIBITS B and C"** show the playground layout and playground equipment profile, respectively.
- Additional Park entrances at Reservation Road and along Cardoza Avenue.
- 34 Additional parking spaces will be provided by restriping the east side of Cardoza Avenue, bringing the total to 71.

RECOMMENDATION:

Staff proposes relocating the original playground equipment that was purchased for Sea Haven Park and is sitting in boxes at our corporation yard to Glorya Jean Tate Park. This equipment and installation are budgeted at $1.5 million and this amount is already budgeted in the Glorya Jean Tate budget. Additionally, the playground manufacturer will start increasing our installation costs if we keep delaying installation of the equipment.

Staff also proposes purchasing new playground equipment for Sea Haven park and keeping that budget around $1 million dollars, which is already funded with Capital Project #QLP 2016.

Additionally, staff recommends transferring the needed unexpended fund balance of approximately $1,813,136 from Glorya Jean Tate Park (Capital Project # QLP 2119) to Sea Haven Community Park (Capital Project # 2016) to close the funding gap of $1,438,799.

Over the past several months City staff and WCP Developers have worked together to make modest adjustments to the park to reduce the funding gap. These adjustments reduced the gap by $85,272 resulting in a fund gap of $1,438,799.

City staff also worked with Verde and Kompan to check viability of locating the play equipment purchased for the Sea Haven Community Park at the Glorya Jean Tate Park playground area.

The relocation of the playground equipment purchased for Sea Haven Community Park to Glorya Jean Tate Park was determined to be a viable option which would enhance the Glorya Jean Tate Park while also reducing the cost of the Sea Haven Community Park project as there is opportunity to redesign a less expensive playground for Sea Haven Community Park.

FISCAL IMPACT:

There is no additional impact to the General Fund. The proposal shifts excess fund balance from the Glorya Jean Tate Park (Capital Project QLP 2119) to Sea Haven Park (Capital Project # 2016) to bridge the funding gap in the Sea Haven Park.

California Environmental Quality Act (CEQA)

This presentation and providing design input for Glorya Jean Tate Park Improvements Phase 2 is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

CONCLUSION:

This request is submitted to the City Council for consideration and input.

Respectfully submitted,

_____

Andrea M. Willer, Ed. D.
Recreation & Cultural Services 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 RECEIVING AN UPDATE ON SEA HAVEN AND GLORYA JEAN TATE FINAL PARK DESIGNS AND CONSIDER TRANSFERRING FUNDS BETWEEN SEA HAVEN AND GLORYA JEAN TATE PARKS CAPITAL PROJECTS ACCOUNTS.

WHEREAS, one of the key goals of the City of Marina Parks and Recreation Facilities Master Plan is to, "prioritize the improvement of existing parks and development of new parks."; and

WHEREAS, the City Council has prioritized the funding, design, and construction of new city parks public and renovating existing city parks; and

WHEREAS, the parks concept plans were presented to a joint Public Works Commission and Recreation and Cultural Services Commission on February 21, 2019. The Commissioners received the presentation, heard comments from the public, and made recommendations for changes; and

WHEREAS, on April 9, 2019, the City Council passed Resolution 2019-36, receiving presentations on park concept plans for Sea Haven Park and provided comments; and

WHEREAS, on August 3, 2022, the City Council passed Resolution 2022-104 approving amendment No. 1 to the On Call Landscape Architectural Services with Verde Design, Inc. to allow the design and preparation of bidding documents for the Glorya Jean Tate Park Improvements, Phase 2; and

WHEREAS, on January 26, 2023 a community outreach meeting was held to collect input on the proposed playground equipment. Early this year the City staff worked with Verde and Kompan to check viability of the play equipment purchased for the Sea Haven Park for the Glorya Jean Tate Park playground area; and

WHEREAS, the Glorya Jean Tate Park Improvements, Phase 2 project (QLP 2119) is included in the Capital Improvement Program with a budget of $8M; and

WHEREAS, the Sea Haven Community Park has a funding gap of approximately $1,438,799; and

WHEREAS, presentation and providing design input for Glorya Jean Tate Park Improvements Phase 2 and Sea Haven Park is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061; and

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

1. Approve final design of Sea Haven Park including relocating playground equipment originally purchased for Sea Haven Park to Glorya Jean Tate Park.
2. Approve final design for Glorya Jean Tate Park.
3. Approve transferring the needed unexpended fund balance of approximately $1,813,136 from Glorya Jean Tate Park (Capital Project # QLP 2119) to Sea Haven Community Park project Capital Project # 2016).

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 8th day of June 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

Illustrative Plan

Glorya Jean Tate Park
City of Marina
Marina, Cardoza Ave.

VERDE DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
2455 The Alameda, Ste. 200
Santa Clara, CA 95050
tel: 408.985.7200
fax: 408.985.7260
www.verdedesigninc.com

Y:\Projects-SC\2022\2207300 - Marina - GJT Park Full Development\CAD\Base-22073 - Illustrative.dwg May 22, 2024 01:25pm

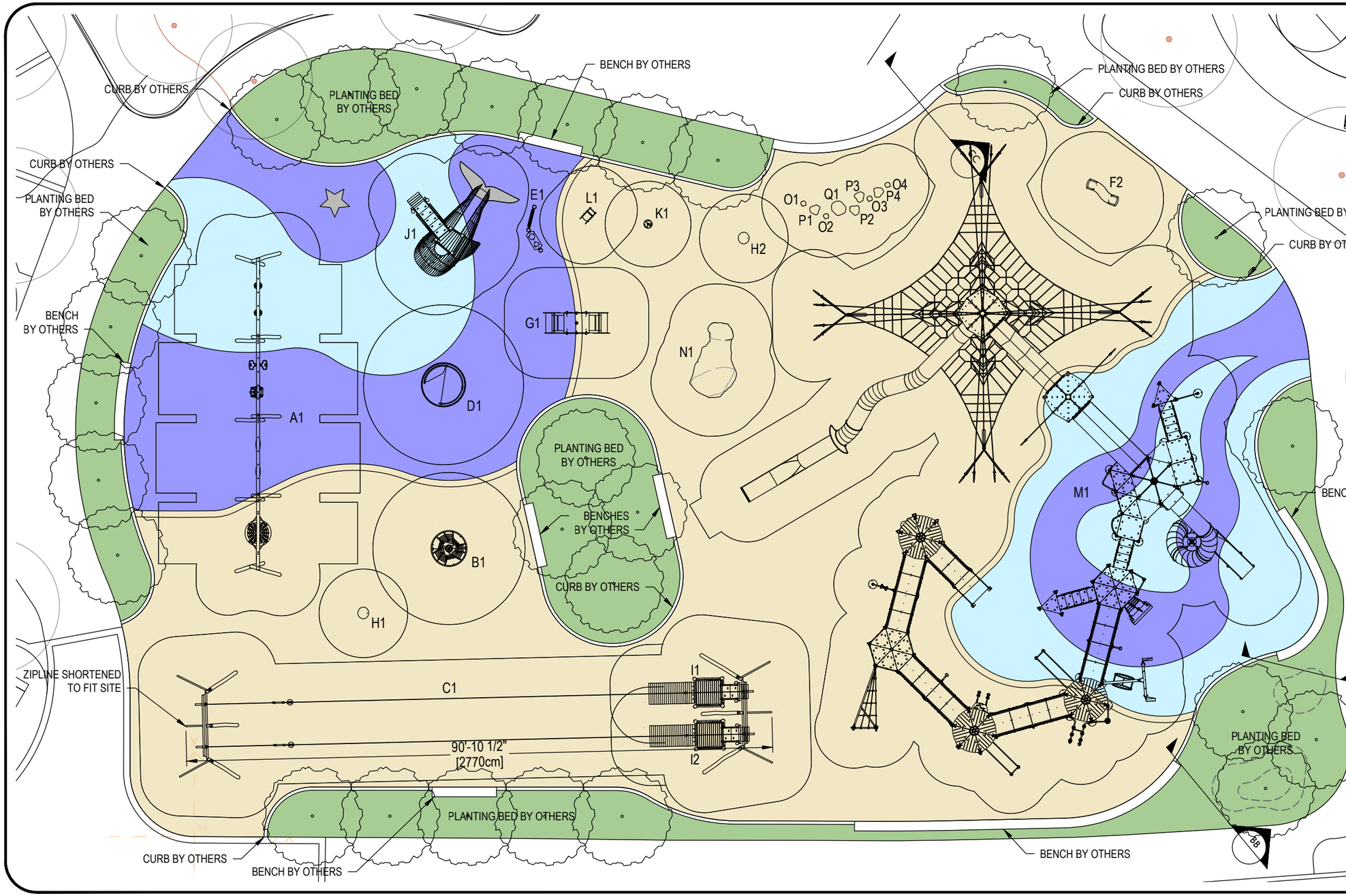


EXHIBIT B

SURFACING TOTALS

TOTAL PLAYGROUND AREA: 16,806 SF

EWF SAFETY SURFACING: 11,082 SF

PIP TOTAL: 5724 SF + 220 LF TURNDOWN

LIGHT BLUE PIP SAFETY SURFACING: 2,667 SF + 120 LF TURNDOWN @ APPX 12" (SEE MANUFACTURER DETAIL)

DARK BLUE PIP SAFETY SURFACING: 3,030 SF + 100 LF TURNDOWN @ APPX 12" (SEE MANUFACTURER DETAIL)

GRAY PIP SAFETY SURFACING: 27 SF

6-INCH OFFSET BETWEEN BORDER AND USE ZONE REFLECTS INDUSTRY BEST PRACTICE TO ACCOMMODATE REAL WORLD CONSTRUCTION TOLERANCES. FAILURE TO DO SO CAN RESULT IN NON-COMPLIANT INSTALLATION CONDITIONS I.E. ASTM & CPSC.

USE ZONES MUST BE CLEAR OF ALL OBSTRUCTIONS.

PLAYGROUND SITE MUST MEET SURFACING REQUIREMENTS AS PER ASTM F1292

STEPPING FORMS FOR 5-12 AGE GROUP SHALL BE NO GREATER THAN 18" FROM EDGE TO EDGE PER ASTM1487.8.15.6

ADA ACCESSIBLE PATH TO SITE IS REQUIRED, PER 2010 ADA STANDARDS (SECTION 206)

QUALIFYING ADA RAMP FOR ACCESSIBLE PATH TRANSITION INTO PLAY AREAS WITH ACCESSIBLE LOOSE FILL SURFACING IS REQUIRED. MAINTENANCE OF SURFACING IS THE RESPONSIBILITY OF THE SITE OWNER/OPERATOR.

#	Product Number	Product Name	M.F.H.	Count
A	NRO899348	Custom 4-Bay Swing	7' 9"	1
B	COR203301-xx12	Inclusive Twister	7' 4"	1
C	NRO883-xx01	Double Zipline, Flat Space	6' 11"	1
D	PCM157-xx03	Universal Carousel	1' 3"	1
E	NRO613-xx01	Music Play Panel 2	0' 0"	1
F	GXY935000-xx17	Starsurfer	2' 4"	1
G	M18701-xxP	Ocean Seesaw	3' 3"	1
H	ELE400024-xx17BL	Spinner Bowl	2' 0"	2
I	NRO899793	Zipline Platform	2' 11"	2
J	KRS8200553	Robinia Baby Whale	4' 10"	1
K	ELE400158-xx17F	Junior Spica	0' 7"	1
L	PCM103-xx01	Dolphin	1' 4"	1

#	Product Number	Product Name	M.F.H.	Count
M	KNS8500326C+PCTG200715	Custom Ocean Giant & Skywalk	9' 4"	1
N	CB005	IDS Sandstone Arch	5' 10"	1
O	SF-002-SM	IDS Stepping Rock- Small	1' 6"	4
P	SF-002-MD	IDS Stepping Rock- Medium	1' 6"	4
Q	SF-002-LG	IDS Stepping Rock- Large	1' 6"	1

Glorya Jean Tate Playground

Marina, CA
Site Plan

0 16 32

1/16"=1'-0" ON 11" x 17" SHEET

MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES, PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 5½" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2024 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

KOMPAN® Let's play

SALES REPRESENTATIVE			SHEET
Doris Harpain			K1.0
REVIEW BY DESIGN	DRAWN BY JulLem	DATE -	
REV. NO. 5	REV. BY JulLem	REV. DATE 01 May 24	REVISION NOTES Layout & Surfacing

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

EXHIBIT C

Glorya Jean Tate Park

Equipment List

A1- Swings

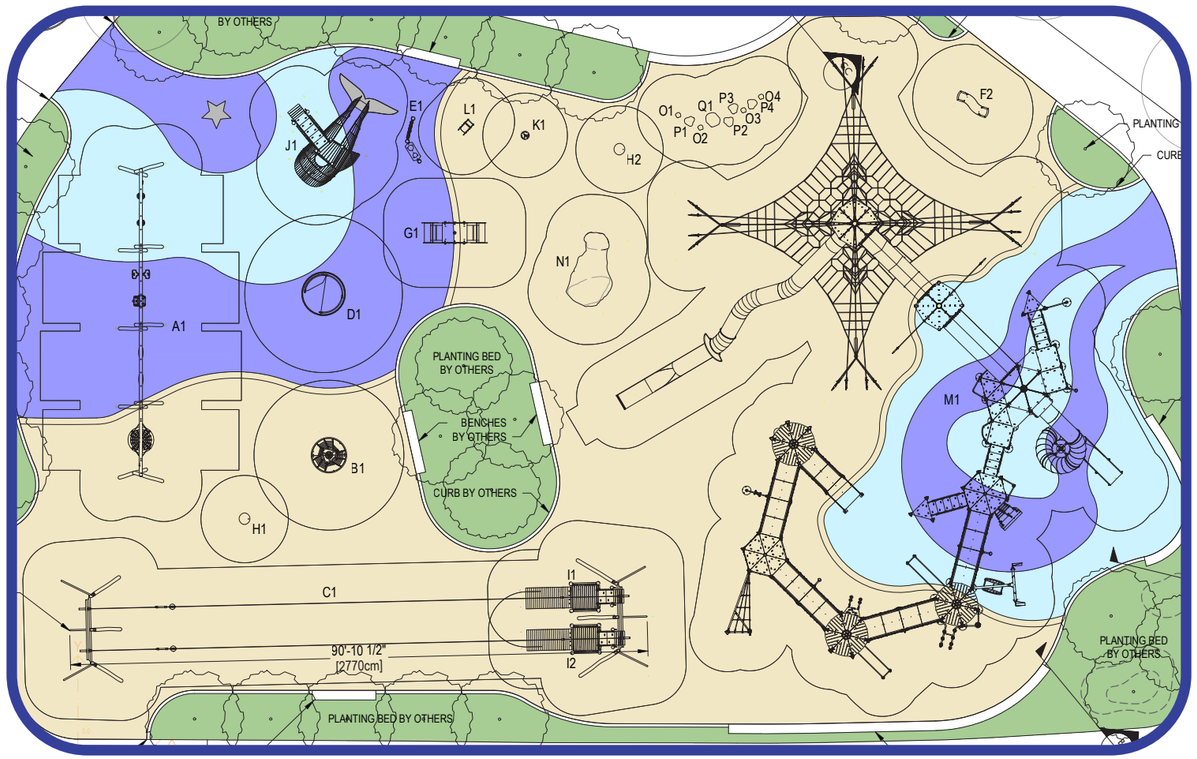
B1- Inclusive Twister

C1 - Zipline (w/ Platforms)

D1- Universal Carousel

E1- Music Panel

F1- Starsurfer



G1- Ocean Seesaw

H1&2- Spinner Bowls

J1- Robinia Baby Whale

K1- Jr. Spica

L1- Dolphin Springer

M1- Ramped Giant w/ Net

N1- Sandstone Arch

O1-4, P1-4, Q1- Stepping Stones

CITY PARK AT SEA HAVEN

SITE PLAN - MARINA, CA

CONCEPT TREE LEGEND

SHADE TREE
Cupressus macrocarpa / Monterey Cypress
Quercus agrifolia / Coast Live Oak Multi-Trunk
Quercus suber / Cork Oak

SCREEN TREE
Cupressus macrocarpa / Monterey Cypress
Geijera parviflora / Australian Willow
Melaleuca styphelioides / Prickly Leaved Paperback
Quercus agrifolia / Coast Live Oak

ACCENT TREE
Arbutus x 'Marina' / Arbutus Multi-Trunk
Metrosideros excelsa / New Zealand Christmas Tree
Prunus cerasifera 'Thundercloud' / Thundercloud Plum

(E) CYPRESS TO REMAIN

(E) PINE TO REMAIN

(E) VARIOUS TREE TO REMAIN

KEY LEGEND

1. PARKING LOT WITH LIGHTING
2. PLAYGROUND AREA (1 ACRE)
3. RESTROOMS (4 STALLS, 180 / HR)
4. PICNIC / BBQ
5. PAVED TRAIL (0.3 MI.)
6. NATURAL / SEEDED (NO IRRIGATION)
7. OPEN TURF AREA (UNMARKED, 60YD X 110YD)
8. SMALL DOG PARK (0.2 ACRES)
9. LARGE DOG PARK (0.75 ACRES)
10. DISC GOLF (6 HOLES)
11. SECONDARY TRAILS
12. PLAZA / FARMER'S MARKET
13. PLAY EQUIPMENT (OPTION ADD BY OTHERS)
14. PICKLEBALL (4 COURTS, BY OTHERS)

PARKING

OFF-STREET PARKING:	63 SPACES
ADA PARKING:	6 SPACES
TOTAL	69 SPACES

GRAPHIC SCALE
0 25 50 100
(IN FEET)
1 IN = 50 FT

JUNE 15, 2021

CITY OF MARINA

WATHEN CASTANOS HOMES

WALLACE GROUP®

CITY PARK AT SEA HAVEN

SITE PLAN - MARINA, CA

CONCEPT TREE LEGEND

SHADE TREE
Cupressus macrocarpa / Monterey Cypress
Quercus agrifolia / Coast Live Oak Multi-Trunk
Quercus suber / Cork Oak

SCREEN TREE
Cupressus macrocarpa / Monterey Cypress
Geijera parviflora / Australian Willow
Melaleuca styphelioides / Prickly Leaved Paperback
Quercus agrifolia / Coast Live Oak

ACCENT TREE
Arbutus x 'Marina' / Arbutus Multi-Trunk
Metrosideros excelsa / New Zealand Christmas Tree
Prunus cerasifera 'Thundercloud' / Thundercloud Plum

(E) CYPRESS TO REMAIN

(E) PINE TO REMAIN

(E) VARIOUS TREE TO REMAIN

KEY LEGEND

1. PARKING LOT WITH LIGHTING
2. PLAYGROUND AREA (1 ACRE)
3. RESTROOMS (4 STALLS, 180 / HR)
4. PICNIC / BBQ
5. PAVED TRAIL (0.3 MI.)
6. NATURAL / SEEDED (NO IRRIGATION)
7. OPEN TURF AREA (UNMARKED, 60YD X 110YD)
8. SMALL DOG PARK (0.2 ACRES)
9. LARGE DOG PARK (0.75 ACRES)
10. DISC GOLF (9 HOLES)
11. SECONDARY TRAILS
12. PLAZA / FARMER'S MARKET
13. PLAY EQUIPMENT
14. PICKLEBALL (4 COURTS) PT CONCRETE, 10' FENCE

PARKING

OFF-STREET PARKING:	63 SPACES
ADA PARKING:	6 SPACES
TOTAL	69 SPACES

ORIGINAL PLAN (PERMITTED)
($4.5 MIL. (2023 PRICING)

CITY PARK AT SEA HAVEN

SITE PLAN - MARINA, CA

CONCEPT TREE LEGEND

SHADE TREE
Cupressus macrocarpa / Monterey Cypress
Quercus agrifolia / Coast Live Oak Multi-Trunk
Quercus suber / Cork Oak

SCREEN TREE
Cupressus macrocarpa / Monterey Cypress
Geijera parviflora / Australian Willow
Melaleuca styphelioides / Prickly Leaved Paperback
Quercus agrifolia / Coast Live Oak

ACCENT TREE
Arbutus x 'Marina' / Arbutus Multi-Trunk
Metrosideros excelsa / New Zealand Christmas Tree
Prunus cerasifera 'Thundercloud' / Thundercloud Plum

(E) CYPRESS TO REMAIN

(E) PINE TO REMAIN

(E) VARIOUS TREE TO REMAIN

KEY LEGEND

1. PARKING LOT WITH LIGHTING
2. PLAYGROUND AREA (1 ACRE)
3. RESTROOMS ~~(4 STALLS, 180 / HR)~~ 2 STALLS (90 USERS/HR)
4. PICNIC / BBQ SUB PICNIC TABLES
5. PAVED TRAIL (0.3 MI.)
6. NATURAL / SEEDED (NO IRRIGATION)
7. OPEN TURF AREA (UNMARKED, 60YD X 110YD)
8. SMALL DOG PARK (0.2 ACRES)
9. LARGE DOG PARK (0.75 ACRES)
10. DISC GOLF (9 HOLES)
11. SECONDARY TRAILS
12. PLAZA / FARMER'S MARKET
13. PLAY EQUIPMENT
14. PICKLEBALL (4 COURTS) PT CONCRETE, 10' FENCE

PARKING

OFF-STREET PARKING:	63 SPACES
ADA PARKING:	6 SPACES
TOTAL	69 SPACES

VE OPTION - A
$4.06 MIL. (2024 PRICING)

CITY PARK AT SEA HAVEN

SITE PLAN - MARINA, CA

CONCEPT TREE LEGEND

SHADE TREE
Cupressus macrocarpa / Monterey Cypress
Quercus agrifolia / Coast Live Oak Multi-Trunk
Quercus suber / Cork Oak

SCREEN TREE
Cupressus macrocarpa / Monterey Cypress
Geijera parviflora / Australian Willow
Melaleuca styphelioides / Prickly Leaved Paperback
Quercus agrifolia / Coast Live Oak

ACCENT TREE
Arbutus x 'Marina' / Arbutus Multi-Trunk
Metrosideros excelsa / New Zealand Christmas Tree
Prunus cerasifera 'Thundercloud' / Thundercloud Plum

(E) CYPRESS TO REMAIN

(E) PINE TO REMAIN

(E) VARIOUS TREE TO REMAIN

KEY LEGEND

1. PARKING LOT WITH LIGHTING
2. PLAYGROUND AREA (1 ACRE)
3. RESTROOMS ~~(4 STALLS, 180 / HR)~~ 2 STALLS (90 USERS/HR)
4. PICNIC / BBQ SUB PICNIC TABLES
5. PAVED TRAIL (0.3 MI.)
6. NATURAL / SEEDED (NO IRRIGATION)
7. OPEN TURF AREA (UNMARKED, 60YD X 110YD)
8. SMALL DOG PARK (0.2 ACRES)
9. LARGE DOG PARK (0.75 ACRES)
10. DISC GOLF (9 HOLES)
11. SECONDARY TRAILS
12. PLAZA / FARMER'S MARKET
13. PLAY EQUIPMENT
14. PICKLEBALL (4 COURTS) ASPHALT, 4' HT FENCE

PARKING

OFF-STREET PARKING:	26 SPACES
ADA PARKING:	4 SPACES
TOTAL	30 SPACES

VE OPTION - B
$3.7 MILLION (2023 PRICING)

June 12, 2024 Item No. **13b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18, 2024

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, RECEIVING A PRESENTATION AND SELECTING THE SEA HAVEN COMMUNITY PARK PLAYGROUND DESIGN.

REQUEST:
It is requested that the City Council consider:

1. Adopting Resolution No. 2024-, receiving a presentation on two playground options for Sea Haven Community Park (**"EXHIBITS A and B"**) and selecting the preferred design.

BACKGROUND:
On December 8, 2021, an on-site Marina community engagement workshop was held to ask local youth what they want to see in new playground equipment. Marina Youth and Teen Center members, as well as members of the Youth Commission participated. Participant feedback trended toward taller and faster slides, multiple swing options, climbers, use of natural materials, and more inclusive play options.

On February 27, 2023, another on-site Marina community engagement workshop was held to receive input on future playground options. There were 36 participants between the ages of 5-12. Feedback from this workshop was congruent with the previous workshop. Feedback trended toward taller structures, faster slides, swing options, and climbing options. This group also requested spinners and music options.

ANALYSIS:
City Council approved Capital Improvement Project QLP 2016 for $1,800,000 to purchase and install playground equipment and playground surfacing. However, due to the budget shortage for Sea Haven Community Park, staff requested playground equipment vendors to design a turnkey solution for $1,000,000.

Both concepts under consideration meet the priorities of Marina local youth including taller structures, faster slides, multiple swing options, climbers, spinners and inclusive play.

FISCAL IMPACT:
No fiscal implications at this time.

The Sea Haven Park Playground Project is included in the Capital Improvement Program budget, QLP 2016 for $1,800,000.

The estimates of probably cost for both options is approximately $1,000,000.

California Environmental Quality Act (CEQA)
The presentation and providing input for Dunes City Park is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

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

Respectfully submitted,

_____
Andrea M. Willer, Ed.D.
Recreation & Cultural Services Director
City of Marina

REVIEWED/CONCUR:

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, RECEIVING A PRESENTATION AND SELECTING THE SEA HAVEN COMMUNITY PARK PLAYGROUND DESIGN.

WHEREAS, on December 8, 2021, an on-site Marina community engagement workshop was held to ask local youth what they want to see in new playground equipment. Marina Youth and Teen Center members, as well as members of the Youth Commission participated. Participant feedback trended toward taller and faster slides, multiple swing options, climbers, use of natural materials, and more inclusive play options; and

WHEREAS, on February 27, 2023, another on-site Marina community engagement workshop was held to receive input on future playground options. There were 36 participants between the ages of 5-12. Feedback from this workshop was congruent with the previous workshop. Feedback trended toward taller structures, faster slides, swing options, and climbing options. This group also requested spinners and music options; and

WHEREAS, City Council approved Capital Improvement Project QLP 2016 for $1,800,000 to purchase and install playground equipment and playground surfacing, and

WHEREAS, both concepts under consideration meet the priorities of Marina local youth including taller structures, faster slides, multiple swing options, climbers, spinners and inclusive play; and

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

1. Receive a presentation on two playground options for Windy Hill Park ("EXHIBITS A and B") and select the preferred design.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of June 2024, by the following vote:

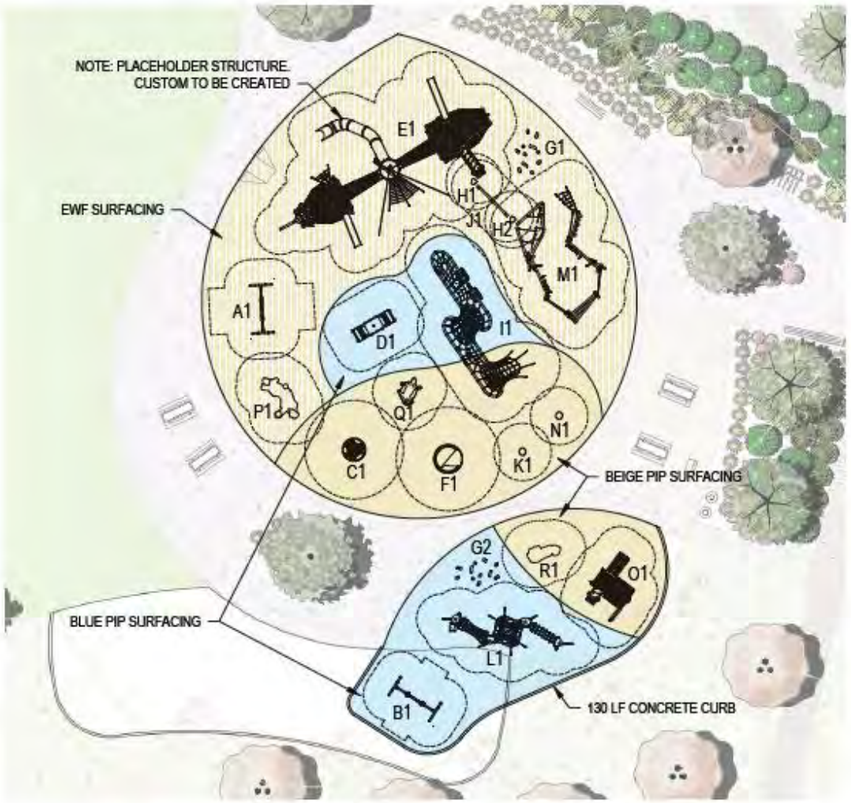
AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

EXHIBIT A



D1: Ocean Seesaw

I1: Double Butterfly

M1: Kelp Forest Parkour

E1: XL Pirate Ship
*add slide to Crows Nest

N1: Spinner Bowl

O1: Wizard's Hideaway

F1: Universal Carousel

J1: Balance Beam

P: Driftwood Fort

G1-2: Kelp Maze

K1: Spinner Bowl

Q: Snapping Turtle

A1: Belt Swing

B1: Infant Swing

C1: Inclusive Twister

H1-2: Balance Posts

L1: No Return Trail

R: Mini Arch

EXHIBIT B

June 12, 2024, Item No. **13c**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18, 2024

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, RECEIVING A PRESENTATION AND SELECTING THE WINDY HILL PARK PLAYGROUND DESIGN.

REQUEST:
It is requested that the City Council consider:

1. Adopting Resolution No. 2024-, receiving a presentation on two playground options for Windy Hill Park (**"EXHIBITS A and B"**) and selecting the preferred playground design.

BACKGROUND:
On December 8, 2021, an on-site Marina community engagement workshop was held to ask local youth what they want to see in new playground equipment. Marina Youth and Teen Center members, as well as members of the Youth Commission participated. Participant feedback trended toward taller and faster slides, multiple swing options, climbers, use of natural materials, and more inclusive play options.

On February 27, 2023, another on-site Marina community engagement workshop was held to receive input on future playground options. There were 36 participants between the ages of 5-12. Feedback from this workshop was congruent with the previous workshop. Feedback trended toward taller structures, faster slides, swing options, and climbing options. This group also requested spinners and music options.

ANALYSIS:
City Council approved Capital Improvement Project QLP 2112 for $1,100,000 to purchase and install playground equipment, playground surfacing and construction of new restroom facilities at Windy Hill Park.

Marina Station has submitted plans that include a new restroom facility located adjacent Windy Hill Park. Therefore, the restroom facility was eliminated from the Windy Hill Playground project and the full budget amount will be allocated to the new playground equipment and surfacing, resulting in a more robust play experience.

Both concepts under consideration meet the priorities of Marina local youth including taller structures, faster slides, multiple swing options, climbers, spinners and inclusive play.

FISCAL IMPACT:
No fiscal implications at this time.

The Windy Hill Park Playground Project is included in the Capital Improvement Program budget, QLP 2112 for $1,100,000.

The estimates of probably cost for both options is approximately $1,100,000.

California Environmental Quality Act (CEQA)

The presentation and providing input for Dunes City Park is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

CONCLUSION:

This request is submitted to the City Council for consideration and input.

Respectfully submitted,

_____

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

REVIEWED/CONCUR:

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-, RECEIVING A PRESENTATION AND SELECTING THE WINDY HILL PARK PLAYGROUND DESIGN.

WHEREAS, on December 8, 2021, an on-site Marina community engagement workshop was held to ask local youth what they want to see in new playground equipment. Marina Youth and Teen Center members, as well as members of the Youth Commission participated. Participant feedback trended toward taller and faster slides, multiple swing options, climbers, use of natural materials, and more inclusive play options; and

WHEREAS, on February 27, 2023, another on-site Marina community engagement workshop was held to receive input on future playground options. There were 36 participants between the ages of 5-12. Feedback from this workshop was congruent with the previous workshop. Feedback trended toward taller structures, faster slides, swing options, and climbing options. This group also requested spinners and music options; and

WHEREAS, City Council approved Capital Improvement Project QLP 2112 for $1,100,000 to purchase and install playground equipment, playground surfacing and construction of new restroom facilities at Windy Hill Park, and

WHEREAS, Marina Station has submitted plans that include a new restroom facility located adjacent Windy Hill Park. Therefore, the restroom facility was eliminated from the Windy Hill Playground project and the full budget amount will be allocated to the new playground equipment and surfacing, resulting in a more robust play experience.

WHEREAS, both concepts under consideration meet the priorities of Marina local youth including taller structures, faster slides, multiple swing options, climbers, spinners and inclusive play; and

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

1. Receive a presentation on two playground options for Windy Hill Park ("EXHIBITS A and B") and select the preferred design.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of June 2024, by the following vote:

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

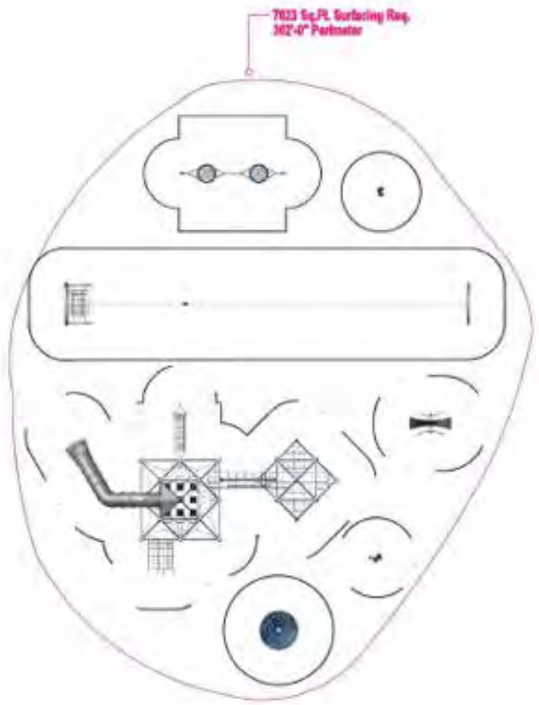
_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

EXHIBIT A
KOMPAN
Let's play

EXHIBIT B



Berliner

June 14, 2024 Item No: **13d**

Honorable Mayor and Members
of the Marina City Council/Airport Commission

City Council Meeting
of June 18, 2024

A RESOLUTION OF THE CITY COUNCIL/AIRPORT COMMISSION OF THE CITY OF MARINA APPROVING AN AMENDMENT TO GROUND LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND JOBY AERO, INC INCREASING THE LEASE AREA FROM 5 ACRES TO APPROXIMATELY 13.75 ACRES LOCATED AT 3200-C IMJIN ROAD AND MAKING OTHER MODIFICATIONS TO THE LEASE INCLUDING INCREASING THE TERM FROM 30 YEARS TO 40 YEARS, AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING CITY MANAGER/AIRPORT MANAGER TO EXECUTE SUCH AMENDMENT TO LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO MAKING MINOR ADMINISTRATIVE MODIFICATIONS AND FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

REQUEST:
It is requested that the City Council/Airport Commission consider:

1. Adopting Resolution No. 2024-, approving an amendment to the Ground Lease Agreement between City of Marina and Joby Aero, Inc. (Joby) dated February 16, 2020, increasing the lease area from five-acres to approximately 13.75 acres of the developed south tarmac located at 3200-C Imjin Road, and making other modifications to the lease including increasing the term from 30 years to 40 years; and
2. Authorizing Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing City Manager to make minor administrative modifications and execute the amendment to Ground Lease Agreement on behalf of the City, subject to final review and approval by City Attorney.

BACKGROUND:
On December 17, 2019, the City of Marina City Council approved a ground lease agreement with Joby Aero, Inc. ("Ground Lease") for a 217,800 square feet (± 5 gross acres) lease area for the construction of a 55,200 square foot fabric covered industrial structure ("Tent Structure") with two options on a developed portion of the south tarmac of the Marina Municipal Airport :

- Option Area No. 1. an additional 566,280 square feet (±13 acres)
- Option Area No. 2. an additional 522,720 square feet (± 12 acres); and

Following the Ground Lease, Joby pursued approval of a 580,000 s.f. aviation manufacturing building to be constructed in the option area. That proposal was approved by the Planning Commission on February 27, 2020.

ANALYSIS:
In lieu of the options set forth above, Joby revised its plans and on October 5, 2023, applied for a Design Review Permit for a pre-engineered metal building that will contain a training area, a shipping and receiving area and aviation related manufacturing, and storage area. The proposed 226,329 square feet (sf) building shell would be placed approximately 749 feet from Imjin Road, behind the existing manufacturing building, and approximately 61 feet from the existing Tent Structure **("EXHIBIT A")**.

On February 12, 2024, the Planning Commission approved Resolution No. 2024-06 for Site and Architectural Design Review Application No. SAD23-008 for a 226,329-sf metal building subject to findings, conditions of approval as well as finding that the project was consistent with the adopted 2020 Mitigated Negative Declaration (SCH #2020010127) **("EXHIBIT B")**.

The parties now seek to amend the Ground Lease to increase lease area from the original five acres to approximately 13.75 acres to accommodate the new pre-engineered metal building **("Exhibit C")**. In addition to amending the Ground Lease to increase the lease area, the lease is also being amended as follows:

- Rent: increase from $0.03/sq.ft. to $0.033 sq.ft.; currently, $6,534 per month or $78,408 annually to $19,771.32 per month or $237,255.84 annually based on the new rent and lease area;
- Term: increase term from 30 years to 40 years;
- Annual rent adjustment: rent is currently adjusted every 3 years from a formula that involves the 3-year average of the Consumer Price Index to a more straightforward and simple annual adjustment of 2.5%.

Use of the proposed structure will include: Aeronautical use in connection with the business of developing, designing, engineering, tooling, testing, manufacturing and the sale of aircraft and aircraft components and at all times for the storage of active/airworthy aircraft or performing final assembly of aircraft under construction, or for repairing and storing tools and materials used for aircraft or for any one of the "aeronautical uses" established by the Federal Aviation Administration.

COUNCIL PRIORITIES

At the March 2019 City Council retreat, the council identified a number of priorities. This item addresses one of the established priorities.

FISCAL IMPACT:

Should the City Council approve this request, anticipated annual rent revenue to the airport will increase from $78,408to $309,240 annually with increasing annual adjustments of 2.5%. Building lease rent revenue is recorded to FY 2023-24/2024-2025 Budget, Airport Operations Fund 555, Facilities Rents Building Rents, Account No. 555.000.000.00-5460.220.

CONCLUSION:

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

Respectfully submitted,

_____

Layne Long
City Manager/Airport Manager
City of Marina

_____

René Alejandro Ortega
City Attorney
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL/AIRPORT COMMISSION OF THE CITY OF MARINA APPROVING AN AMENDMENT TO GROUND LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND JOBY AERO, INC INCREASING THE LEASE AREA FROM 5 ACRES TO APPROXIMATELY 13.75 ACRES LOCATED AT 3200-C IMJIN ROAD AND MAKING OTHER MODIFICATIONS TO THE LEASE INCLUDING INCREASING THE TERM FROM 30 YEARS TO 40 YEARS, AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING CITY MANAGER/AIRPORT MANAGER TO EXECUTE SUCH AMENDMENT TO LEASE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO MAKING MINOR ADMINISTRATIVE MODIFICATIONS AND FINAL REVIEW AND APPROVAL BY CITY ATTORNEY.

WHEREAS, on December 17, 2019, the City of Marina City Council approved a lease agreement with Joby Aero, Inc. for a 217,800 square feet (± 5 gross acres) lease area for the construction of a 55,200 square foot fabric covered industrial structure ("Tent Structure") with two options on a developed portion of the south tarmac of the Marina Municipal Airport:

- Option Area No. 1. an additional 566,280 square feet (±13 acres)
- Option Area No. 2. an additional 522,720 square feet (± 12 acres); and

WHEREAS, in lieu of the options set forth above, Joby revised its plans and on October 5, 2023, applied for a Design Review Permit for a pre-engineered metal building that will contain a training area, a shipping and receiving area and aviation related manufacturing, and storage area. The proposed 226,329 square feet (sf) building shell would be placed approximately 749 feet from Imjin Road, behind the existing manufacturing building, and approximately 61 feet from the existing Tent Structure (**Exhibit A**); and

WHEREAS, on February 12, 2024, the Planning Commission approved Resolution No. 2024-06 for Site and Architectural Design Review Application No. SAD23-008 for a 226,329-sf metal building subject to findings, conditions of approval as well as finding that the project was consistent with the adopted 2020 Mitigated Negative Declaration (SCH #2020010127) (**Exhibit B)**; and

WHEREAS, use of the proposed structure will include: Aeronautical use in connection with the business of developing, designing, engineering, tooling, testing, manufacturing and the sale of aircraft and aircraft components and at all times for the storage of active/airworthy aircraft or performing final assembly of aircraft under construction, or for repairing and storing tools and materials used for aircraft or for any one of the "aeronautical uses" established by the Federal Aviation Administration

WHEREAS, the parties now seek to amend the Ground Lease to increase lease area from the original five acres to approximately 13.75 acres to accommodate the new pre-engineered metal building and to make other modifications to such lease as set forth in **Exhibit C**; and

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

1. Approve an amendment to the Ground Lease Agreement between City of Marina and Joby Aero, Inc. (Joby) dated February 16, 2020 increasing the lease area from five-acres to approximately 13.75 acres of the developed south tarmac located at 3200-C Imjin Road, and making other modifications to the lease including increasing the term from 30 years to 40 years; and

2. Authorize Finance Director to make necessary accounting and budgetary entries; and
3. Authorize the City Manager to make minor administrative modifications and execute the amendment to Ground Lease Agreement on behalf of the City, subject to final review and approval by City Attorney

PASSED AND ADOPTED by the City Council/Airport Commission of the City of Marina at a regular meeting duly held on the 18th day of June 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

NEW METAL BUILDING SHELL

3200 Imjin Road, Ste D . Marina, CA 93933-5104

PROJECT INFORMATION

PROJECT:	A NEW PRE-ENGINEERED METAL BUILDING SHELL FOR JOBY AVIATION	BUILDING AREA:	226,329 sf
LOCATION:	3200 IMJIN ROAD, STE D MARINA, CA 93933	OCCUPANCY:	F-1
APN:	031-112-001 & 031-111-037	CONSTRUCTION:	II-B
LOT SIZE:	292.61 ACRES = 12,746,226 sf	FIRE SPRINKLERS:	YES
USE:	AIRPORT DISTRICT A-1	No. OF STORIES:	1
		FLOOR AREA RATIO:	0.17

APPLICABLE BUILDING CODES & STANDARDS

CALIFORNIA CODE OF REGULATIONS (CCR):

2022 CALIFORNIA ADMINISTRATIVE CODE (CAC), CCR TITLE 24, PART 1

2022 CALIFORNIA BUILDING CODE (CBC), CCR TITLE 24, PART 2, *VOLUMES 1 AND 2*

~~2022 CALIFORNIA RESIDENTIAL CODE (CRC), CCR TITLE 24, PART 2.5~~

2022 CALIFORNIA ELECTRICAL CODE (CEC), CCR TITLE 24, PART 3

2022 CALIFORNIA MECHANICAL CODE (CMC), CCR TITLE 24, PART 4

2022 CALIFORNIA PLUMBING CODE (CPC), CCR TITLE 24, PART 5

2022 CALIFORNIA ENERGY CODE (CEC), CCR TITLE 24, PART 6

PART 7 VACANT

2022 CALIFORNIA HISTORICAL BUILDING CODE (CHBC), CCR TITLE 24, PART 8

2022 CALIFORNIA FIRE CODE (CFC), CCR TITLE 24, PART 9

~~2022 CALIFORNIA EXISTING BUILDING CODE (CEBC), CCR TITLE 24, PART 10~~

2022 CALIF. GREEN BUILDING STANDARDS CODE (CALGreen), CCR TITLE 24, PART 11

2022 CALIFORNIA REFERENCED STANDARDS CODE, CCR TITLE 24, PART 12

CCR TITLE 19, PUBLIC SAFETY, DIVISION 1, STATE FIRE MARSHAL

PARTIAL LIST OF APPLICABLE STATE STANDARDS

2022 NFPA 13, AUTOMATIC SPRINKLER SYSTEMS (CA AMENDED)

2022 NFPA 72, NATIONAL FIRE ALARM AND SIGNALLING CODE (CA AMENDED)

EXITING:
NOTE: THIS BUILDING OR SPACE SHALL PROVIDE A READILY DISTINGUISHABLE MEANS OF EGRESS COMPLYING WITH CHAPTER 10 AND CHAPTER 11 (WHERE APPLICABLE FOR ACCESSIBILITY PURPOSE) OF THE 2022 EDITION OF THE CALIFORNIA BUILDING CODE. THE EXIT SYSTEM SHALL MAINTAIN A CONTINUOUS, UNOBSTRUCTED AND UNDIMINISHED PATH OF EXIT TRAVEL FROM ANY OCCUPIED POINT WITHIN THE BUILDING TO A PUBLIC WAY.

SHEET INDEX

SHT. #	SHEET TITLE
TITLE	
A001	COVER SHEET
ARCHITECTURAL	
A100	OVERALL SITE PLAN
A110	SITE DETAILS
A201	PROPOSED FLOOR PLAN
A202	PARTIAL FLOOR PLANS
A302	PROPOSED EXTERIOR ELEVATIONS
A401	PROPOSED ROOF PLAN
A601	PROPOSED REFLECTED CEILING PLAN
C100	CONCEPTUAL SITE DRAINAGE & UTILITIES PLAN
PH-201	PROPOSED PHOTOMETRIC SITE PLAN

ABBREVIATIONS

&	AND	F.H.W.S.	FLATHEAD WOOD SCREW	PLYWD.	PLYWOOD
∠	ANGLE	FLASH.	FLASHING	PR.	PAIR
@	AT	FLR.	FLOOR(ING)	PSF	POUNDS PER SQUARE FOOT
℄	CENTERLINE	FLUOR.	FLUORESCENT	PSI	POUNDS PER SQUARE INCH
Ø	DIAMETER OR ROUND	F.O.	FACE OF	PT.	PRESSURE TREATED
⊥	PERPENDICULAR	F.O.B.	FACE OF BLOCK	PART.	PARTITION
℄	PROPERTY LINE	F.O.C.	FACE OF CONCRETE	P.T. DISP.	PAPER TOWEL DISPENSER
#	POUND OR NUMBER	F.O.F.	FACE OF FINISH	P.V.C.	POLYVINYL CHLORIDE
		F.O.M.	FACE OF MASONRY		
A.B.	ANCHOR BOLT	F.O.S.	FACE OF STUD	R.	RISER
A.B.S.	ACRYLONITRILE BUTADIENE	F.P.	FIREPLACE	R.A.	RETURN AIR
ABV.	ABOVE	F.R.P.	FIBERGLASS REINF. PANEL	RAD.	RADIUS
A.A.	ASPHALTIC CONCRETE	F.S.	FULL SIZE	R.D.	ROOF DRAIN
A/C	AIR CONDITIONING	FT.	FOOT/FEET	REG.	REGISTER
ACOUS.	ACOUSTICAL	FTG.	FOOTING	REF.	REFRIGERATOR
ADJ.	ADJUSTABLE	FURR.	FURRED(ING)	REINF.	REINFORCED
A.F.F.	ABOVE FINISH FLOOR	FUT.	FUTURE	REQ'D.	REQUIRED
AGGR.	AGGREGATE			REQMT.	REQUIREMENT
ALUM.	ALUMINUM	GA.	GAUGE/GAGE	RESIL.	RESILIENT
ANOD.	ANODIZED	GALV.	GALVANIZED	REV.	REVERSED
A.P.A	AMERICAN PLYWOOD ASSOCIATION	G.B.	GRAB BAR	R.H.M.S.	ROUNDHEAD MACHINE SCREW
		G.I.	GALVANIZED IRON	R.H.W.S.	ROUNDHEAD WOOD SCREW
APPROX.	APPROXIMATE	GL.	GLASS/GLAZING	RM.	ROOM
ARCH.	ARCHITECTURAL	G.L.B.	GLUE-LAM BEAM	R.O.	ROUGH OPENING
A.S.	ADJUSTABLE SHELF	GR.	GRADE(ING)	R.O.W.	RIGHT OF WAY
		G.W.B.	GYPSUM WALLBOARD	R.S.	RESAWN
BD.	BOARD			RUB.	RUBBER
BIT.	BITUMINOUS	H.B.	HOSE BIB	RWD.	REDWOOD
BLDG.	BUILDING	HBD.	HARDBOARD	R.W.L.	RAIN WATER LEADER
BLK.	BLOCK	H.A.	HOLLOW CORE		
BLKG.	BLOCKING	HDR.	HEADER	S.	SOUTH
BM.	BEAM	HDWR.	HARDWARE	S.B.	SOLID BLOCKING
B.M.	BENCH MARK	H.M.	HOLLOW METAL	S.C.	SOLID CORE
BOT.	BOTTOM	HORIZ.	HORIZONTAL	SCHED.	SCHEDULE
BRG.	BEARING	H.S.	HEAVY SHEET	S.D.	STORM DRAIN
BTWN.	BETWEEN	HT.	HEIGHT	SECT.	SECTION
B.U.R.	BUILD-UP ROOFING	HTG.	HEATING	SERV.	SERVICE
B.W.	BOTH WAYS	H.W.	HOT WATER	S.F	SQUARE FOOT
		HWD.	HARDWOOD	S.G.	STAIN GRADE
CAB.	CABINET	HVAC.	HEATING/VENTILATING/AIR CONDITIONING	SH.	SHELF/SHELVING
C.B.	CATCH BASIN			SHWR.	SHOWER
CBC	CALIFORNIA BUILDING CODE			SHT.	SHEET
CEM.	CEMENT	I.C.C.	INTERNATIONAL CODE COUNCIL	SHTG.	SHEATHING
CER.	CERAMIC			SIM.	SIMILAR
CFCI	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED	ID.	INSIDE DIAMETER	S.S.	STAINLESS STEEL SERVICE SINK
		INCL.	INCLUDE(D) (ING)		
C.F.	CUBIC FEET	INSUL.	INSULATE(D) (ING)	S.S.D.	SEE STRUCTURAL DRAWINGS
C.I.	CAST IRON	INT.	INTERIOR	S.M.	SHEET METAL
C.J.	CONTROL JOINT	INV.	INVERT	S.M.S.	SHEET METAL SCREW
CL	CLOSET			SPEC.	SPECIFICATION
CLG.	CEILING	JAN.	JANITOR	SQ.	SQUARE
CLKG.	CAULKING	J.H.	JOIST HANGER	STL.	STEEL
CLR.	CLEAR(ANCE)	JT.	JOINT	STD.	STANDARD
C.M.U.	CONCRETE MASONRY UNIT			STAG.	STAGGERED
COL.	COLUMN	KIT.	KITCHEN	STOR.	STORAGE
COMP.	COMPOSITION			STRUCT.	STRUCTURAL
CONC.	CONCRETE	L.	LENGTH	SUSP.	SUSPENDED
CONN.	CONNECTION	LAM.	LAMINATE	SYM.	SYMMETRY(ICAL)
CONSTR.	CONSTRUCTION	LAV.	LAVATORY	SYS.	SYSTEM
CONT	CONTINUOUS	L.B.	LAG BOLT		
COR.	CORRUGATED	LOC.	LOCATE(ION)	T.	TREAD
C.O.T.G.	CLEAN-OUT TO GRADE	L.V.L.	LAMINATED VENEER LUMBER	T.B.	TOWEL BAR
CSMT.	CASEMENT	L.W.	LIGHTWEIGHT	T.B.D.	TO BE DETERMINED
CSWK.	CASEWORK			T.C.	TOP OF CURB
C.T.	CERAMIC TILE	MAS.	MASONRY	TEL.	TELEPHONE
CTR.	COUNTER	MAT.	MATERIAL(S)	TEMP.	TEMPERED
CTSK.	COUNTERSINK	MAX.	MAXIMUM	T.E.N.	TYPICAL EDGE NAILING
C.Y.	CUBIC YARD	M.B.	MACHINE BOLT	T & G	TONGUE & GROOVE
		M.C.	MEDICINE CABINET	THK.	THICK(NESS)
DBL.	DOUBLE	M.H.	MAN HOLE	THRESH.	THRESHOLD
DEPT.	DEPARTMENT	MECH.	MECHANICAL	T.J.I.	TRUSS JOIST INTERNATIONAL
DET.	DETAIL	MEMB.	MEMBRANE	T.O.	TOP OF
DF	DRINKING FOUNTAIN	MEZZ.	MEZZANINE	T.P.H.	TOILET PAPER HOLDER
D.F.	DOUGLAS FIR	MFR.	MANUFACTURE(ER)	T.Q.	TOP OF PAVEMENT
D.G.	DECOMPOSED GRANITE	MIN.	MINIMUM	TV.	TELEVISION
D.H.	DOUBLE HUNG	MIR.	MIRROR	T.W.	TOP OF WALL
DIAG.	DIAGONAL	MISC.	MISCELLANEOUS	TYP.	TYPICAL
DIA.	DIAMETER	MLDG.	MOLDING/MOULDING		
DIMEN.	DIMENSION	M.I.W.	MALLEABLE IRON WASHER	UL	UNDERWRITER'S LABORATORY
DISP.	DISPENSER/DISPOSER	M.O.	MASONRY OPENING	U.N.O.	UNLESS NOTED OTHERWISE
DN.	DOWN	MTD.	MOUNTED	U.O.N.	UNLESS OTHERWISE NOTED
DR.	DOOR	MET.	METAL	UR.	URINAL
DRWG.	DRAWING	MULL.	MULLION		
D.S.B.	DBL. STRENGTH B GRADE (GLASS)			V.I.F.	VERIFY IN FIELD
D.S.	DOWNSPOUT	N.	NORTH		
DWR.	DRAWER	(N).	NEW	W.	WEST/WIDTH/WIDE
D.W.	DISH WASHER	NAT.	NATURAL	W/	WITH
		N.I.C.	NOT IN CONTRACT	W.C.	WATER CLOSET
		NOM.	NOMINAL	WD.	WOOD
E.	EAST	N.T.S.	NOT TO SCALE	WDW.	WINDOW
EA.	EACH			W.H.	WATER HEATER
E.J.	EXPANSION JOINT	O/	OVER	WI.	WOODWORK INSTITUTE
ELEV.	ELEVATION, ELEVATOR	OBS.	OBSCURE	W/O	WITHOUT
ELEC.	ELECTRIC(AL)	O.C.	ON CENTER(S)	W.P.	WATERPROOF(ING)
EMER.	EMERGENCY	O.D.	OUTSIDE DIAMETER	W.R.	WATER RESISTANT
ENCL.	ENCLOSURE	OFC	OFFICE	W.S	WOOD SCREW
EQUIP.	EQUIPMENT N.I.C. W/ WITH	OFCI.	OWNER FURNISHED, CONTRACTOR INSTALLED	WSCT.	WAINSCOT
EWC.	ELECTRIC WATER COOLER			WT.	WEIGHT
(E)	EXISTING	OFOI.	OWNER FURNISHED, OWNER INSTALLED	W.W.M.	WELDED WIRE MESH
EXH.	EXHAUST				
EXP.	EXPOSED/EXPANSION	O.H.	OVER HANG		
EXT.	EXTERIOR	O.H.M.S.	OVALHEAD MACHINE SCREW		
		O.H.W.S.	OVALHEAD WOOD SCREW		
F.A.	FIRE ALARM	OPNG.	OPENING		
FAST.	FASTENER	OPP.	OPPOSITE		
F.B.	FLAT BAR				
F.D.	FLOOR DRAIN	P.A.F.	POWDER ACTUATED FASTENER		
FEC.	FIRE EXTINGUISHER CABINET	P.B.	PANIC BAR		
F.F.	FINISH FLOOR	PART. TBD.	PARTICLE BOARD		
F.G.	FINISH GRADE	PCF.	POUNDS PER CUBIC FOOT		
FND.	FOUNDATION	P.D.	POWDER DRIVEN		
F.E.	FIRE EXTINGUISHER	P.G.	PAINT GRADE		
F.	FIBERGLASS	PERF.	PERFORATE		
FIN.	FINISH(ED)	PLF.	POUNDS PER LINEAR FOOT		
F.H.M.S.	FLATHEAD MECHANICAL SCREW	PLAS. LAM.	PLASTIC LAMINATE		
		PLAS.	PLASTER		

LEGEND

EARTH

ROCK

SAND, MORTAR, PLASTER

CONCRETE BLOCK

CAST-IN-PLACE (C.I.P.) CONCRETE

(E) STUD WALL

(N) STUD WALL

(E) STUD WALL TO BE REMOVED

SOUND INSULATED STUD WALL

METAL

WOOD FINISH

WOOD FRAMING CONTINUOUS MEMBER

WOOD BLOCKING

PLYWOOD

GYPSUM WALLBOARD

A.C. PAVING

SYMBOLS

XXX — DOOR SYMBOL

XX — WINDOW SYMBOL

X — KEY TAG

XX — DEMOLITION TAG

MATCH LINE

WORK POINT, DATUM POINT OR CONTROL

XX — VERTICAL OR HORIZONTAL DIAPHRAGM KEY

X / AX.X — SECTION
SECTION IDENTIFICATION
SHEET WHERE SECTION IS DRAWN

X / AX.X — DETAIL
DETAIL IDENTIFICATION
SHEET WHERE DETAIL IS DRAWN

+XXX.X / +XXX.X — FINISH GRADE (SPOT)
ELEVATION
SURFACE

+XXX.X / +XXX.X — EXISTING GRADE (SPOT)
ELEVATION
SURFACE

PROPERTY LINE

X — REVISION

PROJECT TEAM

PROPERTY OWNER

CITY OF MARINA
211 HILLCREST AVENUE
MARINA, CA 93933

Email:
Contact:

TENANT

JOBY AVIATION
333 ENCINAL STREET
SANTA CRUZ, CA 95060

Email: nik.whiting@joby.aero
Contact: NIK WHITING

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Email: alanh@wrdarch.com
Contact: ALAN HENDRY

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL DIMENSIONS, GRADES, AND OTHER CONDITIONS, AND SHALL CORRELATE AT THE JOB SITE ALL SUCH ITEMS. GENERAL CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR CLARIFICATION AND CORRECTION PRIOR TO BEGINNING ANY WORK.
2. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORK AND THE COORDINATION OF ALL TRADES AND GOVERNING AGENCIES, AND SHALL PROVIDE ALL MATERIALS AND LABOR (SHOWN OR INFERRED) ON THESE PLANS TO RENDER THE WORK COMPLETE.
3. IT SHALL BE THE GENERAL CONTRACTORS RESPONSIBILITY FOR THE SUPERVISION OF THE WORK.
4. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE SUPERVISION OF THE WORK OR THE PROPER EXECUTION OF THE SAME.
5. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. ANY AND ALL DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY, PRIOR TO COMMENCEMENT OF WORK.
6. THESE DRAWINGS SHALL BE CONSIDERED SUBSTANTIALLY COMPLETE. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE ALL LABOR AND MATERIALS NECESSARY TO RENDER THE WORK COMPLETE, AS IS THE INTENT OF THESE DRAWINGS, EITHER SHOWN OR INFERRED HEREIN, THROUGH PROPER AND ESTABLISHED CONSTRUCTION PRACTICES.
7. EXISTING CONSTRUCTION DETAILS SHOWN HEREIN ARE ASSUMED TO BE SUBSTANTIALLY CORRECT AND MAY NOT DEPICT THE ACTUAL CONDITION. THE GENERAL CONTRACTOR SHALL VERIFY (E) CONDITIONS AND NOTIFY THE ARCHITECT ANY DISCREPANCIES PRIOR TO COMMENCEMENT OF WORK.
8. ANY PROPOSED SHUT DOWN OF UTILITIES SHALL BE REGISTERED IN WRITING AT LEAST SEVEN (7) WORKING DAYS IN ADVANCE. REQUESTS SHALL BE DIRECTED TO THE ARCHITECT.
9. ANY PROPOSED WORK THAT TAKES PLACE AFTER NORMAL BUSINESS HOURS SHALL BE MADE IN WRITING AT LEAST SEVEN (7) WORKING DAYS IN ADVANCE. REQUESTS SHALL BE DIRECTED TO THE ARCHITECT.
10. PROVIDE ALL REQUIRED FIRE BLOCKING IN ACCORDANCE WITH SECTION 718.2 OF THE CURRENT ADOPTED EDITION OF C.B.C.

PRIOR TO BUILDING PERMIT

PRIOR TO ISSUANCE OF A BUILDING PERMIT THE FOLLOWING SHALL BE PROVIDED:

1. ANY PERSON(S) CONDUCTING GRADING WORK DISTRUBING AT LEAST 50 CUBIC YARDS OR 2,500 SQUARE FEE OF A PROPERTY WITHIN THE CITY IS REQUIRED TO OBTAIN A GRADING PERMIT. PERMIT REQUIREMENTS SHALL MEET ALL REQUIREMENTS OF MMC 8.46.130 REGARDING STORMWATER RETENTION.
2. ANY DEVELOPMENT OR REDEVELOPMENT OF A PROPERTY WILL REQUIRE ON-SITE RETENTION OF STORMWATER PER MMC 16.06.150. RETENTION CONDITIONS SHALL MEET THE REQUIREMENTS OF MMC 8.46.130(F). MAINTENANCE ON ALL STORMWATER RETENTION SYSTEMS SHALL MEET THE REQUIREMENTS OF MMC 8.46.130(H).
3. PARKING LOTS CATCH BASINS SHALL INCORPORATE PRE-TREATMENT DEVICES TO CAPTURE AND TREAT STORMWATER PRIOR TO ENTERING THE RETENTION SYSTEM. DEVICES SHALL MEET THE REQUIREMENTS OF MMC 8.46 AND THE CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD.
4. A CONFIRMATION THAT THERE IS SUFFICIENT WATER PRESSURE FOR THE FIRE SUPPRESSION SYSTEM AND ADEQUATE NUMBER OF FIRE HYDRANTS. FIRE HYDRANTS SHALL BE TESTED TO CONFIRM THEY ARE FUNCTIONAL PRIOR TO ISSUANCE OF A BUILDING PERMIT.

FIRE SPRINKLER NOTES

1. THIS IS A NEW, FULLY FIRE SPRINKLERED BUILDING
2. DRAWINGS AND SUPPORTIVE CALCULATIONS FOR ALL MODIFICATIONS TO THE EXISTING FIRE SPRINKLER SYSTEM ARE REQUIRED TO BE SUBMITTED BY THE INSTALLING LICENSED FIRE SPRINKLER CONTRACTOR (C-16) TO THE FIRE PREVENTION DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
3. CONTRACTOR SHALL VERIFY IF A "KNOX BOX" EXISTS, IF NOT A "KNOX BOX" SHALL BE PROVIDED AND LOCATED PER FIRE DEPARTMENT RECOMMENDATIONS. IF "KNOX BOX" EXISTS THEN CONTENTS SHALL BE UPDATED TO REFLECT NEW TENANT. EMERGENCY ACCESS KEYS INCLUDING A GRAND MASTER KEY FOR ROOMS, ELEVATOR OVERRIDE KEY, ACCESS KEY TO THE FIRE ALARM PANEL AND SPECIAL ACCESS KEYS (WHERE APPLICABLE) SHALL ALSO BE MADE PART OF THE "KNOX BOX" INVENTORY.
4. ALL PLAN SUBMITTALS REQUIRING FIRE SPRINKLERS, FIRE SERVICE UNDERGROUND, FIRE ALARMS, AND HOOD AND DUCT SYSTEMS, SHALL BE SUBMITTED AND SHALL BE APPROVED BY THE FIRE DEPARTMENT AND STATE FIRE MARSHALL BEFORE A FRAMING INSPECTION SHALL BE GRANTED BY THE BUILDING DEPARTMENT.
5. FIRE SPRINKLER SYSTEM MODIFICATIONS REQUIRED BY THIS PROJECT AND FIRE ALARM SYSTEM MODIFICATIONS REQUIRED BY THIS PROJECT ARE REQUIRED TO BE SUBMITTED BY APPROPRIATELY-LICENSED CONTRACTORS FOR REVIEW AND APPROVAL PRIOR TO ANY WORK BEING DONE ON THESE SYSTEMS.

DEFERRED SUBMITTALS

1. FIRE SPRINKLER SYSTEM MODIFICATIONS W/ SUPPORTIVE CALCULATIONS, DRAWINGS & SPECIFICATIONS.
2. FIRE ALARM SYSTEM DRAWINGS & SPECIFICATIONS.
3. PLEASE NOTE THAT ALL FIRE PROTECTION SYSTEM DETAILS ON ARCHITECTURAL PLANS SUBMITTED, INCLUDING UNDERGROUND FIRE SERVICE MAINS, ARE CONCEPTUAL ONLY AND ARE NOT INCLUDED IN THE BUILDING DEPARTMENT APPROVAL. SHOP DRAWINGS ARE REQUIRED TO BE SUBMITTED FOR ALL FIRE PROTECTION SYSTEMS (MINIMUM FOUR COPIES OF ALL TRADES SHOP DRAWINGS).
4. GENERAL CONTRACTOR TO PROVIDE A CONSTRUCTION WASTE MANAGEMENT PLAN TO THE CITY FOR REVIEW AND APPROVAL.

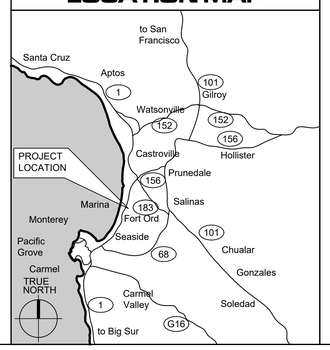
SCOPE OF WORK

CONSTRUCTION OF A NEW PRE-ENGINEERED METAL BUILDING SHELL FOR JOBY AVIATION FUTURE AIRCRAFT ASSEMBLY; INSTALLATION OF MAIN ELECTRICAL SWITCHBOARD & MINIMAL CODE-MANDATED LIGHTING. PARKING STRIPING FOR EMPLOYEES SURROUNDING BUILDING w/ REQUIRED ACCESSIBLE PARKING STALLS. NO HVAC OR LANDSCAPING IS PROPOSED.

NOTE:

NO SIGNAGE IS INCLUDED WITHIN THIS SUBMITTAL. ALL SIGNAGE WILL REQUIRE A SEPARATE SUBMITTAL TO THE CITY OF MARINA FOR APPROVAL.

LOCATION MAP



VICINITY MAP

WR&D
WALD RUHNKE & DOST ARCHITECTS LLP
2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
PHONE: 831.649.4642
FAX: 831.649.3530
WWW.WRDARCH.COM

THE USE OF THE PLANS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED, AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD IN WHOLE OR IN PART IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT, AND VISUAL CONTACT WITH THEM CONSTITUTES PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.

LICENSED ARCHITECT — HENRY PETER HUBNER — REN. 4575 — STATE OF CALIFORNIA

JOBY AVIATION
NEW METAL BUILDING SHELL

CLIENT:
JOBY AVIATION
333 ENCINAL STREET
SANTA CRUZ, CA 95060

APN: 031-112-001

JOB NO. 23091.1

PRINT DATE:

PLOT DATE: 1/10/24

DRAWN BY: BA

CHECKED BY: ATH

SET ISSUED:

SHEET NAME:

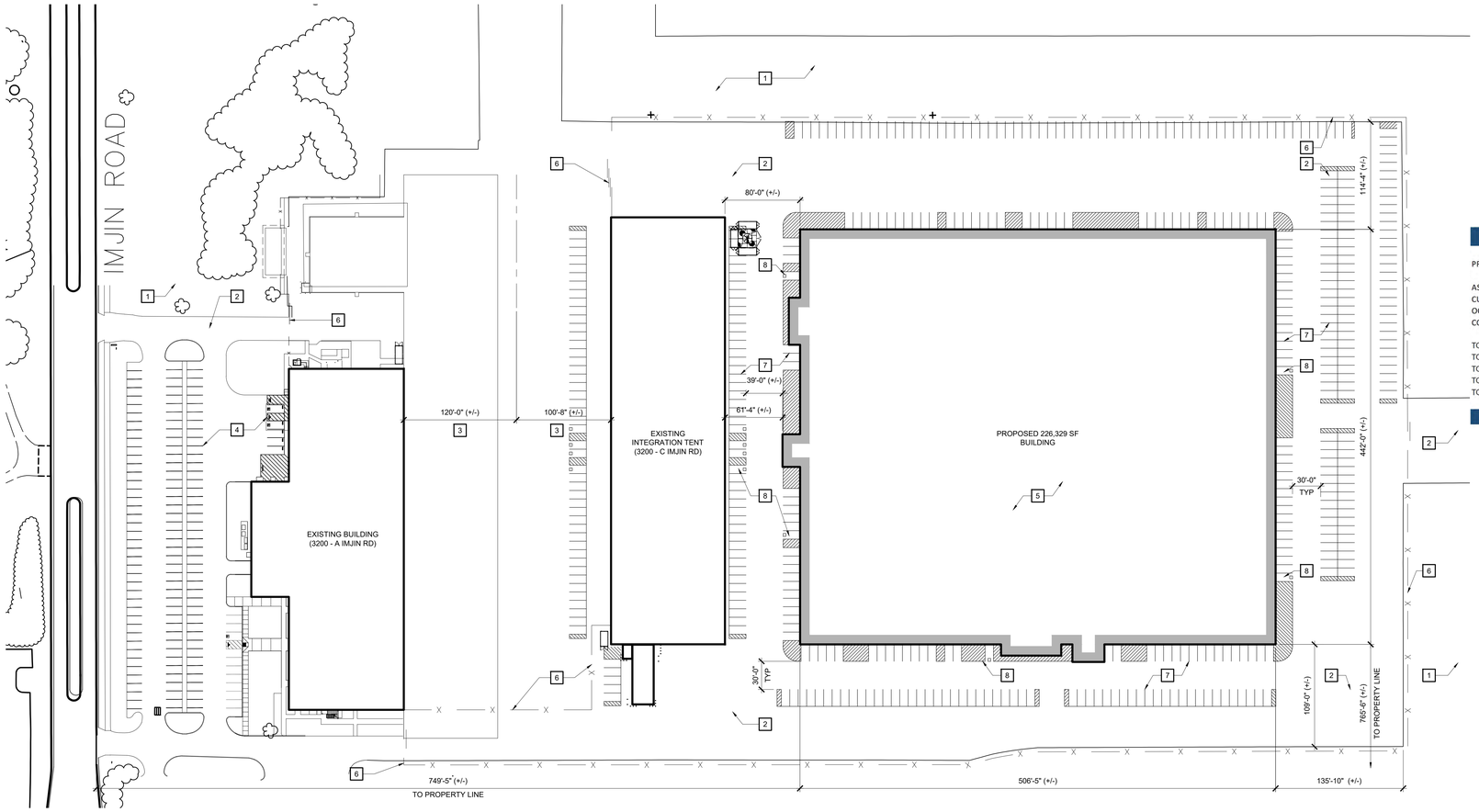
COVER SHEET

SHEET NO.:

A001

FILE NAME.: 23091.1-A001

EXHIBIT A



NORTH

OVERALL SITE PLAN

SCALE: 1"=60'-0"

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. INDICATES <E> LANDSCAPE AREAS TO REMAIN - NO WORK & PROTECT FROM DAMAGE
2. INDICATES <E> ASPHALT PAVING / DRIVE AISLE TO REMAIN - NO WORK & PROTECT FROM DAMAGE
3. INDICATES <E> DISTANCE FROM CENTERLINE OF TAXILANE TO EXISTING ADJACENT STRUCTURES - NO WORK & PROTECT FROM DAMAGE
4. INDICATES <E> PAINTED PARKING STRIPING TO REMAIN - NO WORK & PROTECT FROM DAMAGE
5. INDICATES (N) PROPOSED BUILDING SHELL - SEE SHEET A201
6. INDICATES <E> CHAIN LINK FENCE & GATES (BY SEPARATE PERMIT) TO REMAIN - NO WORK & PROTECT FROM DAMAGE
7. INDICATES (N) PAINTED PARKING STALL STRIPING
8. INDICATES (N) PAINTED ACCESSIBLE PARKING STALL & STRIPING - SEE DTL 1/A110

PROPERTY INFORMATION

PROJECT ADDRESS / LOCATION	3200 Imjin Road Marina, California 93933			
ASSESSORS PARCEL NUMBER	031-112-001	031-111-037		
CURRENT ZONING	Airport District A-1			
OCCUPANCY	F-1 / B			
CONSTRUCTION TYPE	IIB-S			

TOTAL LAND AREA	12,746,226.00	sf (+/-)	=	292.61 Acres (+/-) Total	
TOTAL BUILDING AREA	350,580.00	sf	Floor Area Ratio		2.75%
TOTAL LANDSCAPE AREA		sf	Landscape Area Ratio		0.00%
TOTAL HARDSCAPE AREA		sf	Hardscape Ratio Area		0.00%
TOTAL PAVEMENT AREA		sf	Pavement Area Ratio		0.00%

BUILDING SIZE & PARKING REQUIREMENTS

Land Area 12,746,226.00 sf (+/-) = 292.61 Acres (+/-)

				Req'd Stalls / SF		Req'd Stalls	Provided
Suite	Building 507	63,919.00	sf	@ 1/ 500	=	128	140
Suite	Integration Tent	56,756.00	sf	@ 1/ 515	=	110	95
Suite	Big Shell Building	226,329.00	sf	@ 1/ 515	=	439	373
Suite	Liquid Hydrogen	3,576.00	sf	@ 1/ 515	=	7	0
Total		350,580.00	sf			684	608

Parking:

Required per Municipal Code:	684
Actual Provided Stalls:	608
Actual Ratio Provided	0.87 / 500 sf

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LICENSED ARCHITECT
HENRY PETER RUHNKE
REN. 4/30/25
STATE OF CALIFORNIA

joby

JOBY AVIATION
NEW METAL BUILDING SHELL

APN: 031-112-001

CLIENT:
JOBY AVIATION
333 ENCINAL STREET
SANTA CRUZ, CA 95060

JOB NO.
23091.1

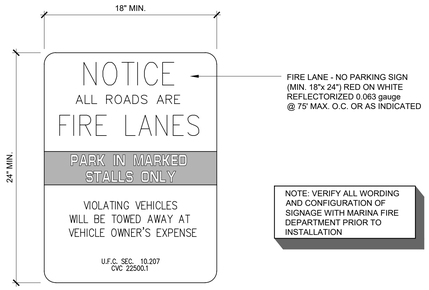
PRINT DATE:
PLOT DATE: 1/10/24
DRAWN BY: STAFF
CHECKED BY: ATH
SET ISSUED:

SHEET NAME:
OVERALL
SITE PLAN

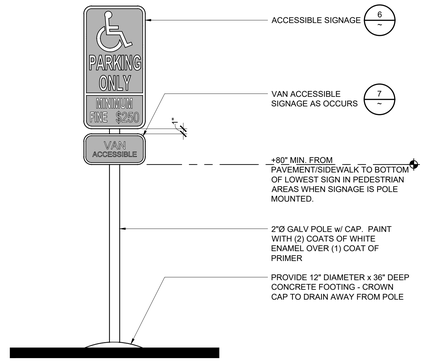
SHEET NO.:
A100

FILE NAME.: 23091.1-A100

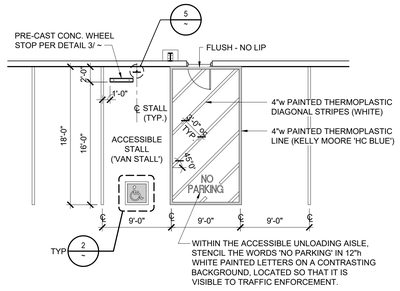
EXHIBIT A



9 FIRE LANE SIGN
SCALE: 3/4" = 1'-0"

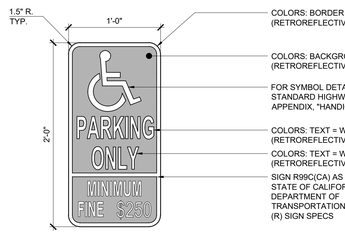


5 POLE MOUNTED SIGNAGE
SCALE: 1" = 1'-0"



NOTE:
1. IF NOT EXISTING PROVIDE SIGNAGE AT MAIN PROPERTY ENTRY PER DETAIL 8/~
2. GENERAL CONTRACTOR TO VERIFY ACCESSIBLE STALLS ARE IN COMPLIANCE WITH ADA & STATE DISABLED STDS.
3. SURFACE SLOPES OF ACCESSIBLE PARKING SPACES & ACCESS AISLES SHALL NOT EXCEED1:48 SLOPE IN ANY DIRECTION
4. REFER TO LOCAL JURISDICTION FOR REFERENCE.

1 TYPICAL ACCESSIBLE PARKING STALLS
SCALE: 1/8" = 1'-0"



NOTES:
REFER TO LATEST SIGNAGE AS PROVIDED BY STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION REGULATORY (R) SIGN SPECS FOR SPECIFIC REQUIREMENTS REGARDING: FONT, LETTERING COLOR, SPACING OF TEXT AND SPACE REQUIRED BETWEEN LINES OF TEXT, ETC.

6 ACCESSIBLE PARKING SIGNAGE R99C
SCALE: 1 1/2" = 1'-0"

INTERNATIONAL SYMBOL OF ACCESSIBILITY
(PER 2022 C.B.C. SECTION 11B-703.7.2.1)

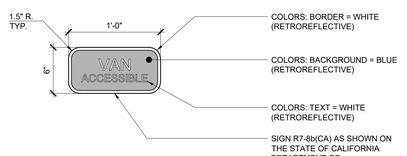
1. MINIMUM 6"x6" DECAL TO BE LOCATED AT EACH PRIMARY PUBLIC ENTRANCE AND AT EVERY MAJOR EXTERIOR JUNCTION ALONG OR LEADING TO AN ACCESSIBLE ROUTE OF TRAVEL.
2. MINIMUM 36"x36" PAINTED SYMBOL ON PAVEMENT SHALL BE LOCATED IN STALL SO THAT IT IS VISIBLE BY A TRAFFIC ENFORCEMENT OFFICER WHEN A VEHICLE IS PROPERLY PARKED IN THE SPACE. (CENTERED AT STALL ENTRANCE RECOMMENDED)

FINISH AND CONTRAST.
SYMBOLS OF ACCESSIBILITY AND THEIR BACKGROUND SHALL HAVE A NON-GLARE FINISH. SYMBOLS OF ACCESSIBILITY SHALL CONTRAST WITH THEIR BACKGROUND WITH EITHER A LIGHT SYMBOL ON A DARK BACKGROUND OR A DARK SYMBOL ON A LIGHT BACKGROUND.

THE SYMBOL SHALL CONSIST OF A WHITE FIGURE ON A BLUE BACKGROUND. THE COLOR BLUE SHALL APPROXIMATE FS 15090 IN FEDERAL STANDARD 595C. A BORDER MAY BE PROVIDED INSIDE OR OUTSIDE OF THE MINIMUM REQUIRED INTERNATIONAL SYMBOL OF ACCESSIBILITY DIMENSION.

EXCEPTIONS: THE APPROPRIATE ENFORCEMENT AGENCY MAY APPROVE OTHER COLORS PROVIDED THE SYMBOL CONTRAST IS LIGHT ON DARK OR DARK ON LIGHT.

2 INTERNATIONAL SYMBOL OF ACCESSIBILITY
SCALE: N.T.S.



NOTES:
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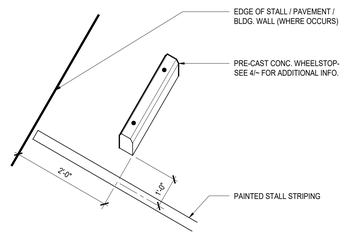
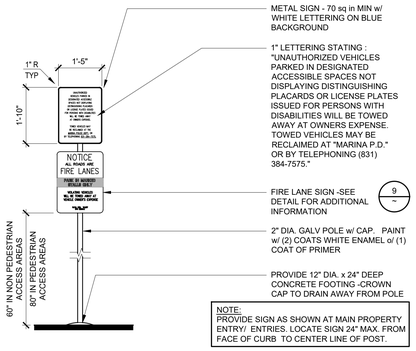
7 VAN ACCESSIBLE PARKING SIGNAGE R7-8b
SCALE: 1 1/2" = 1'-0"

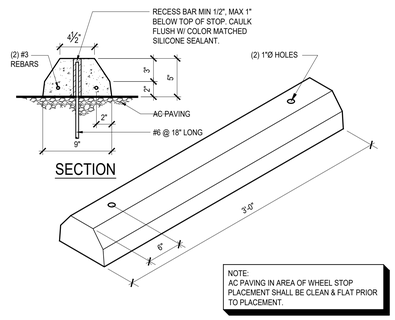


3 PRE-CAST WHEELSTOP
SCALE: N.T.S.



NOTE:
PROVIDE SIGN AS SHOWN AT MAIN PROPERTY ENTRY/ ENTRIES. LOCATE SIGN 24" MAX. FROM FACE OF CURB TO CENTER LINE OF POST.

8 TOW - AWAY SIGN (DISABLED ENTRY)
SCALE: 1/2" = 1'-0"



NOTE:
AC PAVING IN AREA OF WHEEL STOP PLACEMENT SHALL BE CLEAN & FLAT PRIOR TO PLACEMENT.

4 PRE-CAST CONCRETE WHEEL STOP
SCALE: 1 1/2" = 1'-0"

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joby

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NEW METAL BUILDING SHELL

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333 ENCINAL STREET
SANTA CRUZ, CA 95060

APN: 031-112-001

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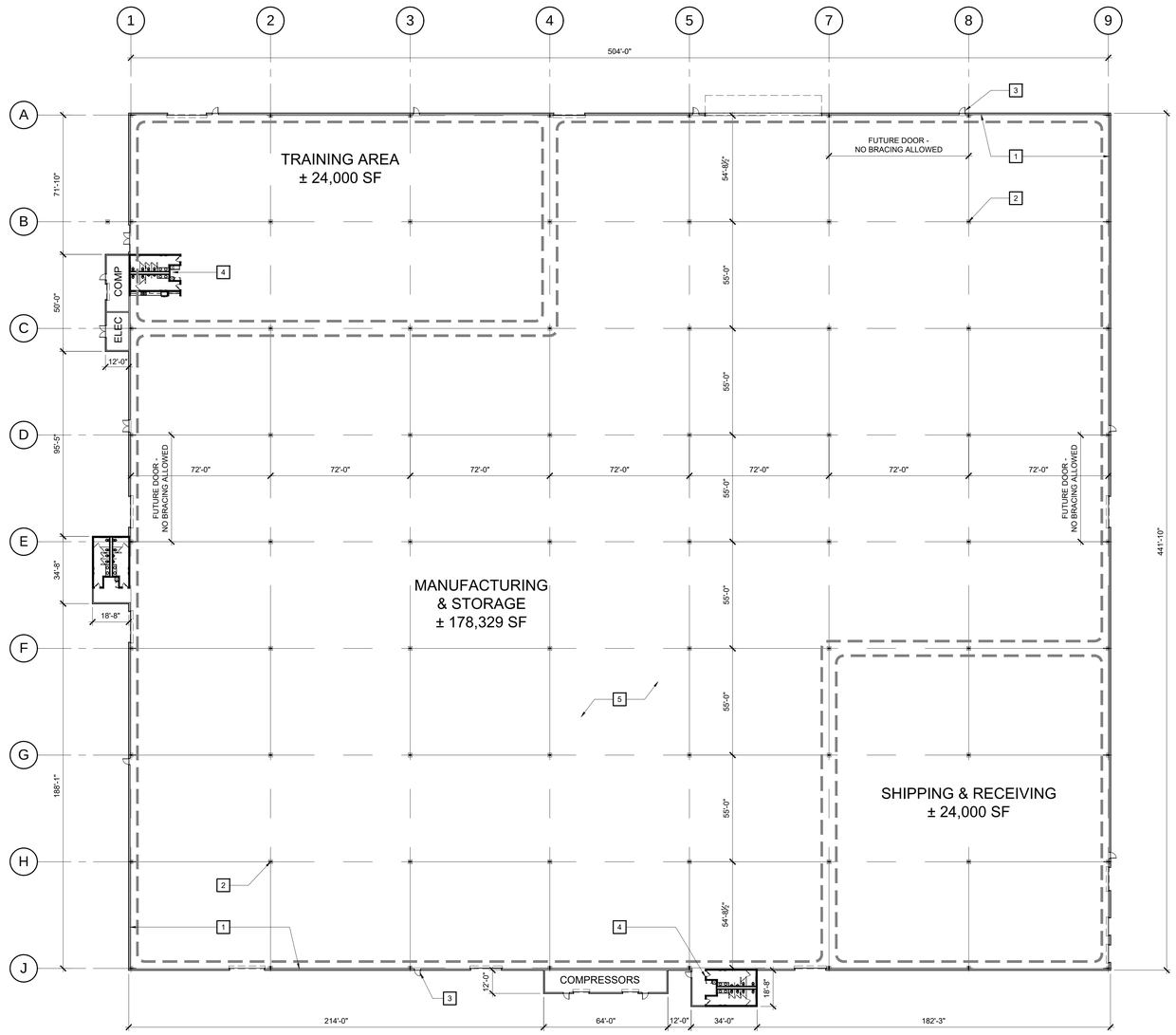
SITE DETAILS

SHEET NO.:
A110

FILE NAME.: 23091.1-A110

EXHIBIT A



NORTH

PROPOSED FLOOR PLAN

SCALE: 1"=30'-0"

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. INDICATES PRE-ENGINEERED BUILDING (BY OTHERS) w/ STANDARD INSULATION @ WALL PANELS
2. INDICATES CONCRETE PEDESTAL FOR BUILDING FRAMES - SEE STRUCTURAL DRAWINGS
3. INDICATES APPROXIMATE LOCATION OF DOORS - FINAL LOCATIONS TO BE DETERMINED w/ OWNER
4. INDICATES WET TOILET CORE - SEE DETAILS 1, 2 & 3/A202 FOR ADDITIONAL INFORMATION
5. INDICATES <E> CONCRETE TARMAC TO REMAIN EXCEPT (EXCEPT WHERE NEEDED FOR (N) WORK)

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SHEET NAME:

PROPOSED FLOOR PLAN

SHEET NO.:

A201

FILE NAME.: 23091.1-A201

EXHIBIT A

TOILET FIXTURES & ACCESSORIES

KEY	FIXTURE	SPECIFICATION
	TOILET ROOM FIXTURES	
T1	ACCESSIBLE TOILET – FLUSH TANK	"AMERICAN STANDARD" CADET 17⅞ EL (1.1 GAL/FLUSH) OPEN SEAT WITHOUT COVER (17" HIGH SEAT)
T2	STANDARD TOILET – FLUSH TANK	"AMERICAN STANDARD" CADET EL (1.28 GAL/FLUSH) OPEN SEAT WITHOUT COVER
T3	ACCESSIBLE TOILET – FLUSH VALVE	"AMERICAN STANDARD" MADERA 16 1/8" UNIV HEIGHT EL OPEN SEAT WITHOUT COVER (1.28 GAL/FLUSH)
T4	STANDARD TOILET – FLUSH VALVE	"AMERICAN STANDARD" MADERA EL (1.28 GAL/FLUSH) OPEN SEAT WITHOUT COVER
U1	ACCESSIBLE URINAL – FLUSH VALVE	"AMERICAN STANDARD" ALLBROOK 0.50 GAL/FLUSH
L1	WALL-MOUNTED LAVATORY	"KOHLER" GREENWICH, WITH WALL HANGER FAUCET : F1 (SEE BELOW) EXCEPT WHERE F4 IS SHOWN
L2	UNDER-MOUNTED LAVATORY	"KOHLER" BRAZIN FAUCET : F1 (SEE BELOW)
S1	FLOOR-MOUNTED MOP SINK	"FLORESTONE" MODEL 90, 24"x24" FAUCET : F2 (SEE BELOW)
S2	UTILITY SERVICE SINK	"AMERICAN STANDARD" LAKEWELL SERVICE SINK w/ CAST IRON TRAP. FAUCET : F2 (SEE BELOW)
S3	COUNTER SINK (LARGE)	"ELKAY" LUSTERTONE CLASSIC 18.5x18.5x4.875 FAUCET : F3 (SEE BELOW)
S4	COUNTER SINK (SMALL)	"ELKAY" LUSTERTONE CLASSIC 16x18.5x4.875 FAUCET : F3 (SEE BELOW)
S5	FLOOR SINK	"AMERICAN STANDARD" FLOOR SINK WITH GRATE
S6	ACCESSIBLE COUNTER SINKS	"ELKAY" #LLWHAD141845PD (SHORT) & "ELKAY" #ECTRU17179 (DEEP)
S7	DECK-MOUNT SINK	"AMERICAN STANDARD" AQUALYN DROP-IN SINK w/ 4" CENTERSET FAUCET : F4 (SEE BELOW)
GD	GARBAGE DISPOSAL	3/4 HP "IN-SINK-ERATOR" EVOLUTION ESSENTIAL GARBAGE DISPOSAL
F1	LAVATORY FAUCET	"SYMMONS" IDENTITY w/ POP-UP DRAIN (FLOW SHALL BE LIMITED TO 0.5gpm)
F2	SERVICE SINK FAUCET	"AMERICAN STANDARD" HERITAGE #8340.242
F3	COUNTER SINK FAUCET	"SYMMONS" IDENTITY
F4	LAVATORY FAUCET	"SYMMONS" ORIGINS ACTIVSENSE
F5	SHOWER	"SYMMONS" ORIGINS
WH1	INSTA-HOT	INSTANT HOT WATER HEATER (UNDER COUNTER/SINK)
WH2	WATER HEATER (SMALL)	15 GALLON ELECTRIC WATER HEATER (UNDER COUNTER)
WH3	WATER HEATER (LARGE)	30 GALLON ELECTRIC WATER HEATER
WH4	WATER HEATER (LARGE)	30 GALLON GAS WATER HEATER
	TOILET ROOM ACCESSORIES	
A1	42" GRAB BAR	"BOBRICK" B-6806x42"
A2	36" GRAB BAR	"BOBRICK" B-6806x36"
A3	SHOWER GRAB BAR	"BOBRICK" B-68616. MOUNT AT +33" TO CENTERLINE OF BAR
A4	TOILET PAPER DISPENSER	"BOBRICK" B-697
A5	TOILET PAPER/NAPKIN DISPENSER/ SEAT COVER DISPENSER COMBO	RECESSED: "BOBRICK" B-3474 @ MEN / B-3574 @ WOMEN PARTITION MOUNT: "BOBRICK" B-3091 / B-3092 SURFACE MOUNT (WHERE NOTED): "BOBRICK" B-30919 / B-30929
A6	NAPKIN DISPOSAL	"BOBRICK" B-270
A7	SEAT COVER DISPENSER	"BOBRICK" B-221
A8	SOAP DISPENSER	"BOBRICK" B-4112. PROVIDE FINISH BLOCKING AS REQUIRED TO ALLOW DOOR TO CLEAR ANY OBSTRUCTIONS.
A9	SOAP DISPENSER PUMP	"BOBRICK" B-822. MOUNT THRU DECK – DRIP INTO SINK
A10	MIRROR	"BOBRICK" B-165 (24"x36", OR AS NOTED ON DRAWINGS)
A11	PLATE GLASS MIRROR	SIZE AS DENOTED ON DRAWINGS
A12	TOWEL DISPENSER	"BOBRICK" B-4262
A13	TOWEL DISPENSER/WASTE RECEPTACLE	"BOBRICK" B-3974
A14	NAPKIN/TAMPON VENDOR	"BOBRICK" B-435009x2 ($.50)
A15	SHOWER SEAT	"BOBRICK" B-5171/B-5181 (VERIFY RIGHT OR LEFT HAND) MOUNT AT +19" TO TOP OF SEAT
A16	COAT HOOK	"BOBRICK" B-670. MOUNT AT +40" TO TOP OF HOOK
A17	MOP RACK/UTILITY SHELF	"BOBRICK" B-224x36" (VERIFY LENGTH). MOUNT AT +60" TO TOP OF SHELF
A18	UTILITY SHELF	"BOBRICK" B-298x36" (VERIFY LENGTH).
A19	MOP RACK	"BOBRICK" B-223x36" (VERIFY LENGTH). MOUNT AT +60" TO CENTER OF MOP RACK
A20	SHOWER RECEPTOR PAN	"INPRO" BIOPRISM SOLID SURFACE ROLL-IN SHOWER RECEPTOR, 60"x30"
	SHOWER WALLS	"INPRO" PRISM SOLID SURFACE SHOWER SURROUNDS-BRIGHT WHITE P3011
A21	SHOWER CURTAIN ROD	"BOBRICK" B-6107x72 (VERIFY LENGTH) SEE SHEET A501 FOR MOUNTING HEIGHT
A22	SHOWER CURTAIN ROD	"BOBRICK" B-6107x36 (VERIFY LENGTH) SEE SHEET A501 FOR MOUNTING HEIGHT
A23	COAT HOOK	"BOBRICK" B-542 SEE SHEET A501 FOR MOUNTING HEIGHT

TOILET ROOM FIXTURE & ACCESSORY SCHEDULE GENERAL NOTES

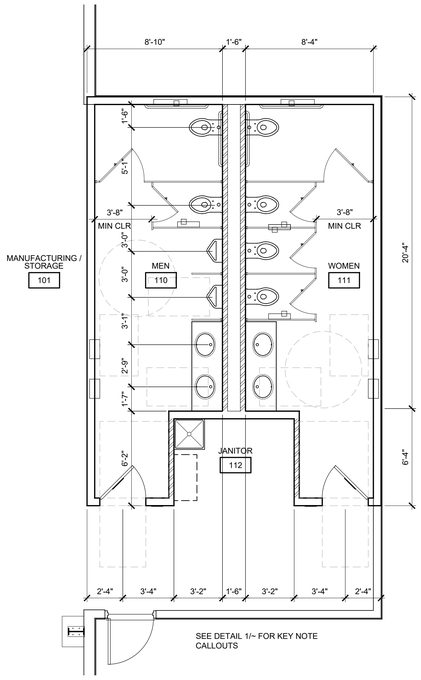
FA1 THE ABOVE SCHEDULE IS GENERAL, AND MAY LIST FIXTURES/ACCESSORIES THAT ARE NOT REQUIRED FOR THIS PROJECT. FIXTURES & ACCESSORIES THAT ARE REQUIRED FOR THIS PROJECT ARE SPECIFICALLY CALLED OUT ON THE PLANS AND ELEVATIONS.

FA2 FIXTURES/ACCESSORIES ARE SPECIFIED BY MANUFACTURER TO ESTABLISH A MINIMUM LEVEL OF QUALITY. EQUAL PRODUCTS BY OTHER MANUFACTURERS MAY BE SUBSTITUTED WITH THE PRIOR REVIEW OF THE ARCHITECT FOR COMPLIANCE WITH THE DESIGN STANDARDS.

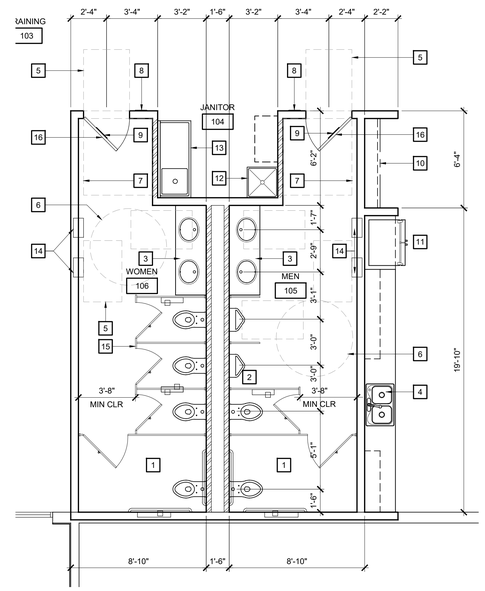
FA3 SUBMITTALS : WHERE COLORS OR FINISHES ARE NOT SHOWN IN THE SCHEDULE ABOVE, THE CONTRACTOR SHALL PROVIDE CUT SHEETS AND FINISH SAMPLES FOR THE ARCHITECT AND/OR TENANT TO SELECT FROM. ARCHITECT AND/OR TENANT SHALL REVIEW AND PROVIDE SELECTION PRIOR TO ORDERING.

FA4 PRODUCT MANUFACTURES SHALL WARRANT THAT THEIR PRODUCTS MEET ANY STATE, LOCAL AND FEDERAL ACCESSIBILITY GUIDELINES/REQUIREMENTS.

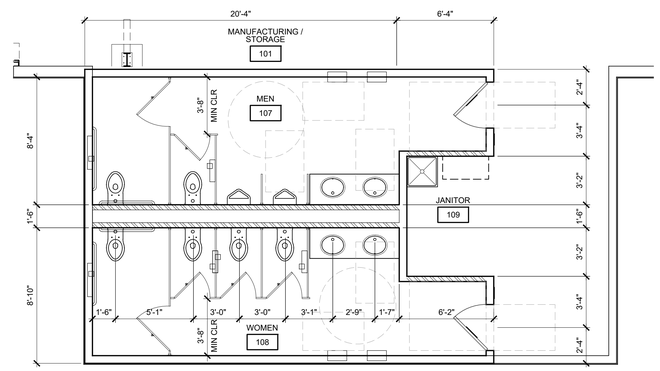
FA5 MOUNT ALL FIXTURES/ACCESSORIES PER DETAILS @ A015, A017, & A018.



3 RESTROOM CORE FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 RESTROOM CORE FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 RESTROOM CORE FLOOR PLAN
SCALE: 1/4" = 1'-0"

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. TOILET & TP DISPENSER (T1) (A3) (w/ ACCESSIBLE GRAB BARS (A1) (A2))
2. URINAL (U1)
3. ACCESSIBLE COUNTER/SINK (MAX 34" TO RIM) (S6)
4. ACCESSIBLE BREAKROOM COUNTER & SINK (MAX 34" TO RIM) (S6)
5. 30 x 48 MIN CLEAR SPACE
6. 60"Ø MIN CLEAR TURNING SPACE
7. 54" x 60" MIN CLEAR SPACE
8. ACCESSIBLE WALL SIGNAGE
9. ACCESSIBLE DOOR SIGN
10. ACCESSIBLE SHELF & POLE
11. REFRIGERATOR (NIC - BY TENANT)
12. MOP SINK (S1)
13. UTILITY SINK ('AERO MFG' MF1-2424-30R OR EQUAL)
14. COMBINATION PAPER TOWEL DISPENSER & WASTE RECEPTACLE (A13)
15. SOLID PHENOLIC TOILET PARTITIANS (TYP, UNO)
16. PROVIDE 12"x12" LOUVERED TRANSFER GRILLE IN DOOR

WALL LEGEND

(N) 3-5/8" x 20 ga STL STUDS @ 16"oc

(N) 6" x 20 ga STL STUDS @ 16"oc

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NEW METAL BUILDING SHELL

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PARTIAL FLOOR PLANS

SHEET NO.:
A202

FILE NAME.: 23091.1-A202

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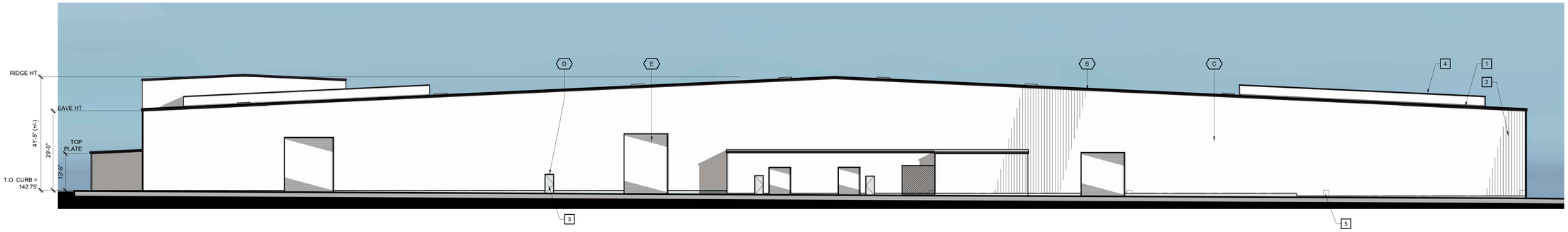
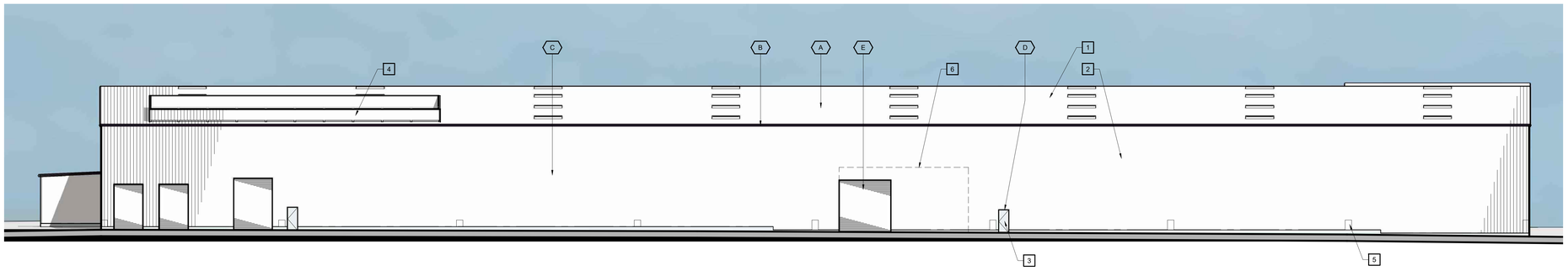


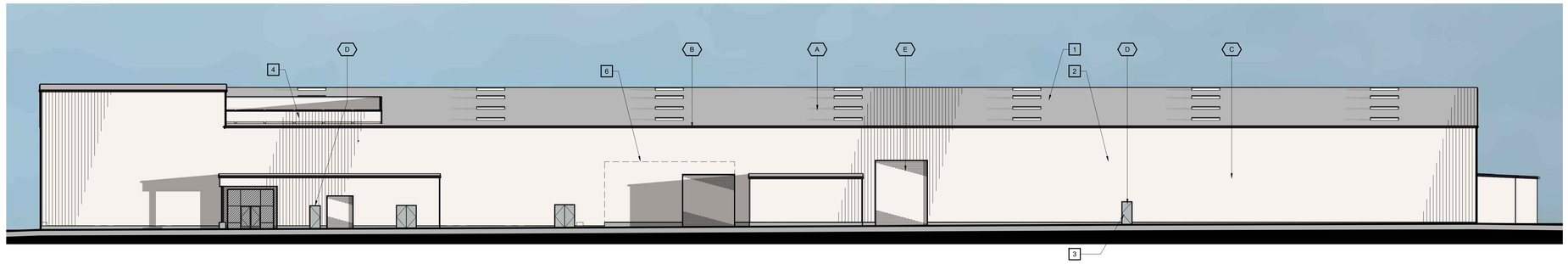
PROPOSED SOUTH EXTERIOR ELEVATION

SCALE: 1/16"=1'-0"



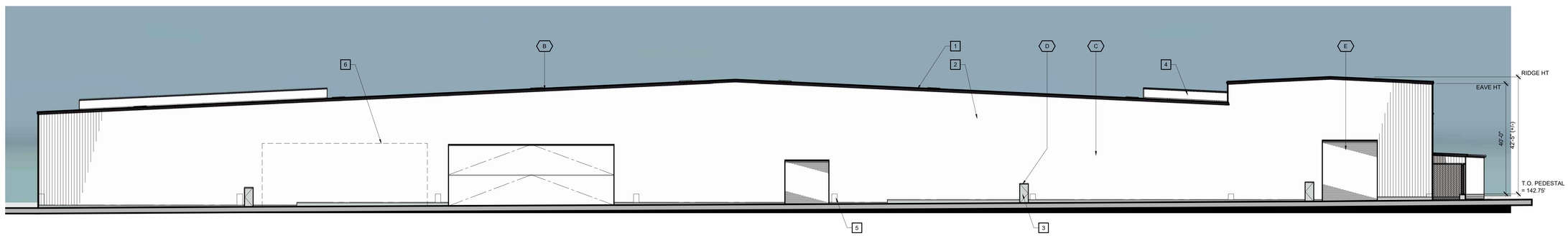
PROPOSED EAST EXTERIOR ELEVATION

SCALE: 1/16"=1'-0"



PROPOSED WEST EXTERIOR ELEVATION

SCALE: 1/16"=1'-0"



PROPOSED NORTH EXTERIOR ELEVATION

SCALE: 1/16"=1'-0"

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. INDICATES METAL ROOF PANELS, FASCIA & GUTTER (DOWNSPOUTS NOT SHOWN FOR CLARITY)
2. INDICATES METAL WALL PANELS
3. INDICATES APPROXIMATE LOCATION OF DOORS - FINAL LOCATIONS TO BE DETERMINED w/ OWNER
4. INDICATES +48" MECHANICAL SCREEN w/ METAL WALL PANELS TO MATCH MAIN BUILDING WALLS
5. INDICATES RAISED CONCRETE CURB & PEDESTALS
6. INDICATES POSSIBLE FUTURE DOOR - NO BRACING ALLOWED

EXTERIOR FINISH KEY

A	PRE-ENGINEERED PBR PANEL ROOFING CONTINENTAL COATINGS, INC., 'POLAR WHITE'	Polar White
B	PRE-ENGINEERED METAL FASCIA SHERWIN - WILLIAMS, 'BLACK SWAN'	SW 6279 Black Swan
C	PRE-ENGINEERED PBR PANEL SIDING CONTINENTAL COATINGS, INC., 'POLAR WHITE'	Polar White
D	HOLLOW METAL DOOR, FRAME & MISCELLANEOUS TRIM/METALS SHERWIN - WILLIAMS, 'LAZY GRAY'	SW 6254 Lazy Gray
E	ROLL-UP DOOR & FRAME SHERWIN - WILLIAMS, 'SNOW BOUND'	SW 7004 Snowbound

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LICENSED ARCHITECT HENRY PETER RUHNKE REN. 4/30/25 STATE OF CALIFORNIA

joby

APN: 031-112-001

JOBY AVIATION
NEW METAL BUILDING SHELL

CLIENT:
JOBY AVIATION
333 ENCINAL STREET
SANTA CRUZ, CA 95060

JOB NO.
23091.1

PRINT DATE:

PLOT DATE: 1/10/24

DRAWN BY: STAFF

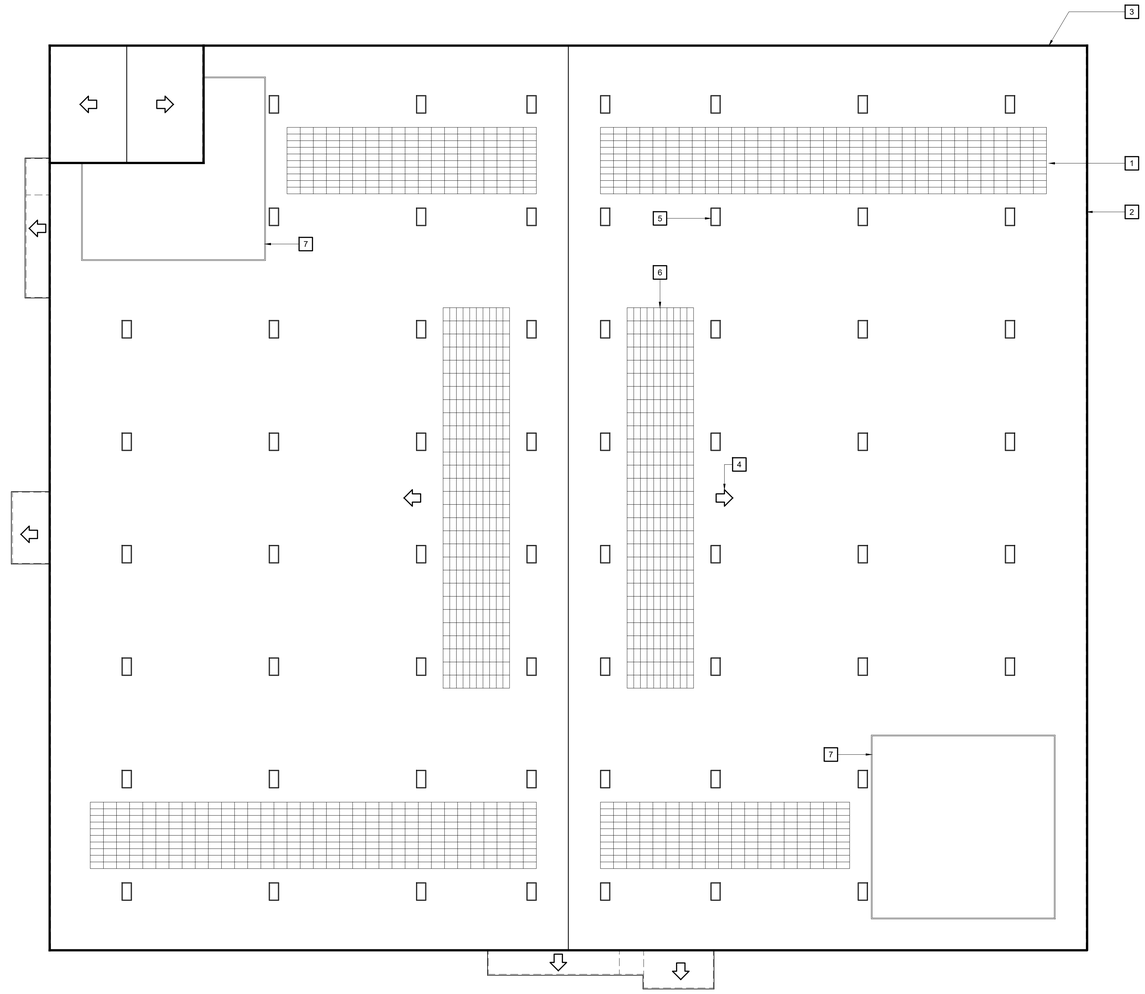
CHECKED BY: ATH

SET ISSUED:

SHEET NAME:
PROPOSED EXTERIOR ELEVATIONS

SHEET NO.:
A302

FILE NAME.: 23091.1-A302



NORTH

PROPOSED ROOF PLAN

SCALE: 1"=30'-0"

KEY NOTES

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1. INDICATES (N) METAL ROOFING
2. INDICATES (N) GUTTER w/ DOWNSPOUTS
3. INDICATES (N) METAL SIDING & TRIM
4. INDICATES DIRECTION OF ROOF DOWN SLOPE
5. INDICATES (N) 4'x8" DUAL GLAZED SKYLIGHT w/ BURGLAR BARS
6. INDICATES (N) SOLAR READY AREAS
7. INDICATES (N) MECHANICAL EQUIPMENT SCREENS

SOLAR READY CALCULATION

227,332 SQUARE FEET OF ROOF

227,332 (.15) = 34,100 SQUARE FEET REQUIRED TO BE SOLAR READY

SOLAR READY AREAS:
2 AREAS AT 7,090 SQUARE FEET = 14,180 SQUARE FEET
2 AREAS AT 6,047 SQUARE FEET = 12,094 SQUARE FEET
2 AREAS AT 3,962 SQUARE FEET = 7,924 SQUARE FEET

TOTAL AREA PROVIDED = 34,198 SQUARE FEET

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LICENSED ARCHITECT
HENRY PETER RUHNKE
REN. 4/30/25
STATE OF CALIFORNIA

joby

JOBY AVIATION
NEW METAL BUILDING SHELL

CLIENT:
JOBY AVIATION
333 ENCINAL STREET
SANTA CRUZ, CA 95060

APN: 031-112-001

JOB NO.
23091.1

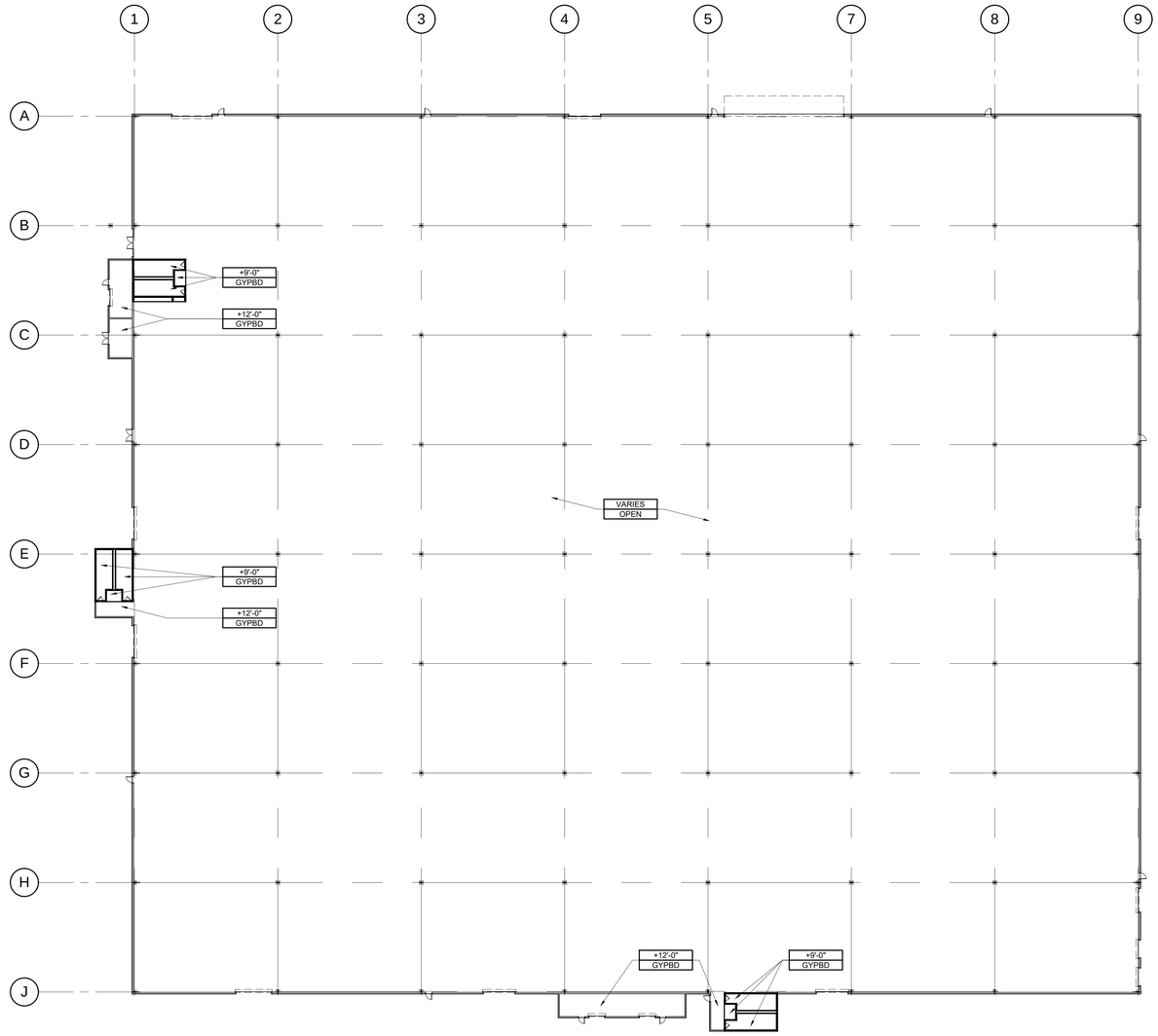
PRINT DATE:
PLOT DATE: 1/10/24
DRAWN BY: STAFF
CHECKED BY: ATH
SET ISSUED:

SHEET NAME:
PROPOSED ROOF PLAN

SHEET NO.:
A401

FILE NAME.: 23091.1-A401

EXHIBIT A



NORTH

PROPOSED REFLECTED CEILING PLAN

SCALE: 1"=30'-0"

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

1. INDICATES PRE-ENGINEERED BUILDING (BY OTHERS) w/ STANDARD INSULATION @ WALL PANELS
2. INDICATES CONCRETE PEDESTAL FOR BUILDING FRAMES - SEE STRUCTURAL DRAWINGS
3. INDICATES APPROXIMATE LOCATION OF DOORS - FINAL LOCATIONS TO BE DETERMINED w/ OWNER
4. INDICATES WET TOILET CORE - SEE DETAILS 1, 2 & 3/A202 FOR ADDITIONAL INFORMATION
5. INDICATES <E> CONCRETE TARMAC TO REMAIN EXCEPT (EXCEPT WHERE NEEDED FOR (N) WORK)

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LICENSED ARCHITECT
HENRY PETER RUHNKE
REN. 4/30/25
STATE OF CALIFORNIA

joby

JOBY AVIATION
NEW METAL BUILDING SHELL

CLIENT:
JOBY AVIATION
333 ENCINAL STREET
SANTA CRUZ, CA 95060

APN: 031-112-001

JOB NO.
23091.1

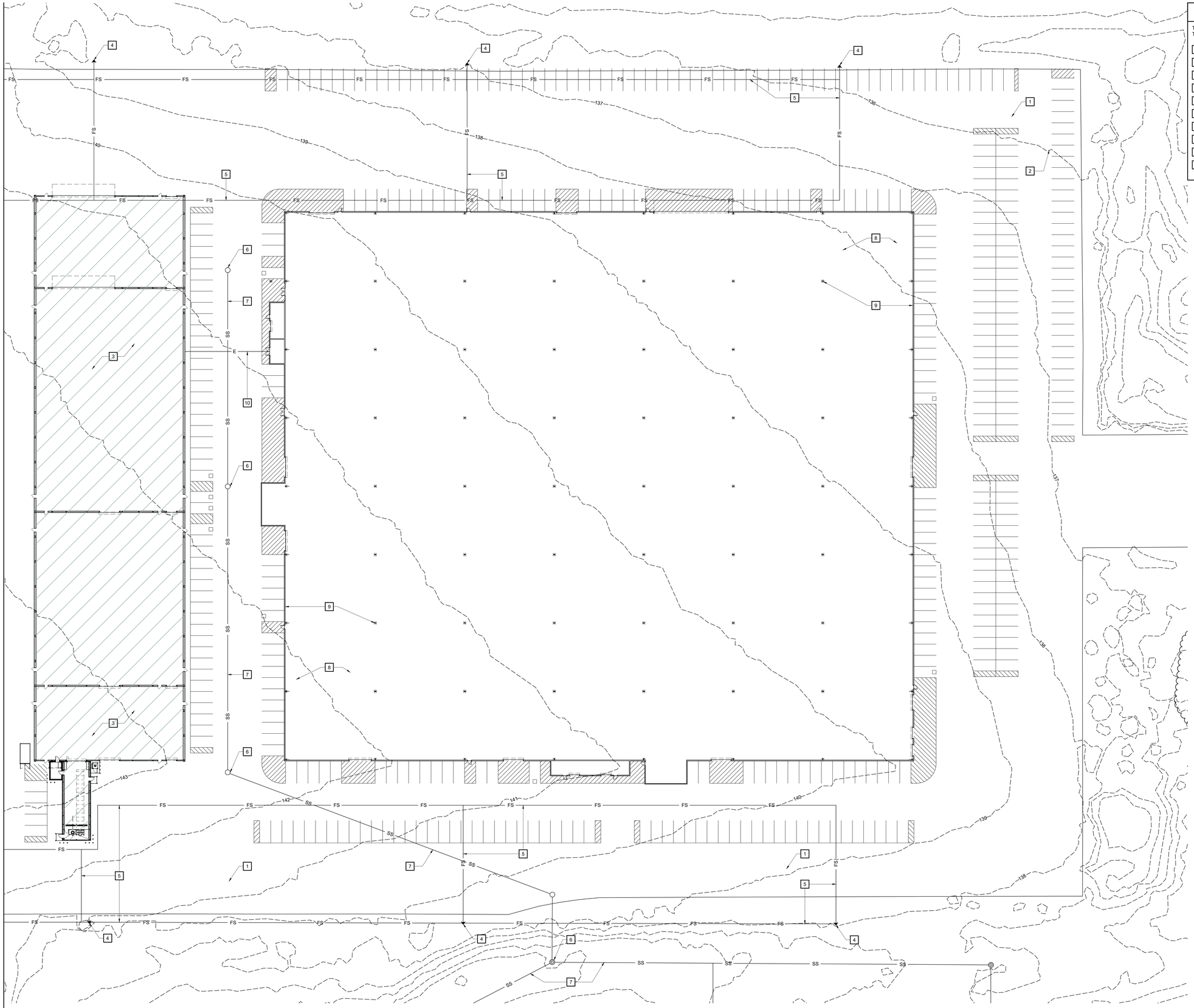
PRINT DATE:
PLOT DATE: 1/10/24
DRAWN BY: STAFF
CHECKED BY: ATH
SET ISSUED:

SHEET NAME:
PROPOSED REFLECTED CEILING PLAN

SHEET NO.:
A601

FILE NAME.: 23091.1-A601

EXHIBIT A



KEY NOTES

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1. INDICATES <E> ASPHALT PAVING / DRIVE AISLE TO REMAIN - NO WORK & PROTECT FROM DAMAGE
2. INDICATES <E> SITE TOPOGRAPHY - NO WORK
3. INDICATES <E> ADJACENT STRUCTURE - NO WORK & PROTECT FROM DAMAGE
4. INDICATES <E> FIRE HYDRANT TO REMAIN - NO WORK & PROTECT FROM DAMAGE
5. INDICATES <E> WATER MAIN TO REMAIN - NO WORK & PROTECT FROM DAMAGE
6. INDICATES <E> SANITARY SEWER MANHOLE TO REMAIN - NO WORK & PROTECT FROM DAMAGE
7. INDICATES <E> SANITARY SEWER MAIN TO REMAIN - NO WORK & PROTECT FROM DAMAGE
8. INDICATES <E> CONCRETE TARMAC TO REMAIN - NO WORK EXCEPT WHERE REQUIRED FOR (N) STRUCTURAL FOOTINGS
9. INDICATES (N) PRE-ENGINEERED METAL BUILDING (BY OTHERS)
10. INDICATES (N) UNDERGROUND ELECTRICAL FEED TO BUILDING

NORTH

CONCEPTUAL SITE UTILITIES & DRAINAGE PLAN

SCALE: 1"=30'-0"

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LICENSED ARCHITECT HENRY PETER RUHNKE REN 4/26/25 STATE OF CALIFORNIA

joby

JOBY AVIATION
NEW METAL BUILDING SHELL

CLIENT:
JOBY AVIATION
333 ENCINAL STREET
SANTA CRUZ, CA 95060

APN: 031-112-001

JOB NO.
23091.1

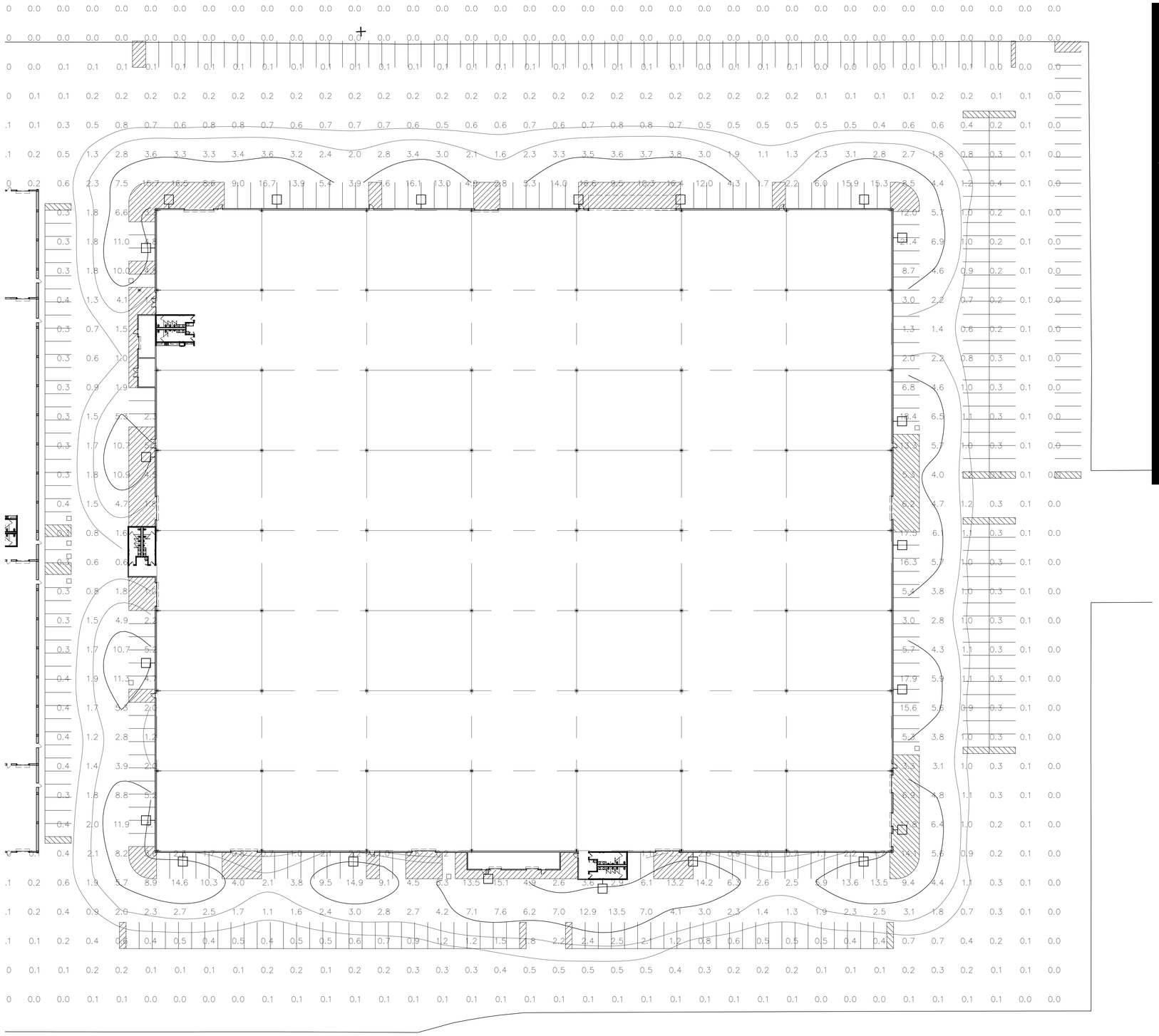
PRINT DATE:
PLOT DATE: 1/10/24
DRAWN BY: STAFF
CHECKED BY: ATH
SET ISSUED:

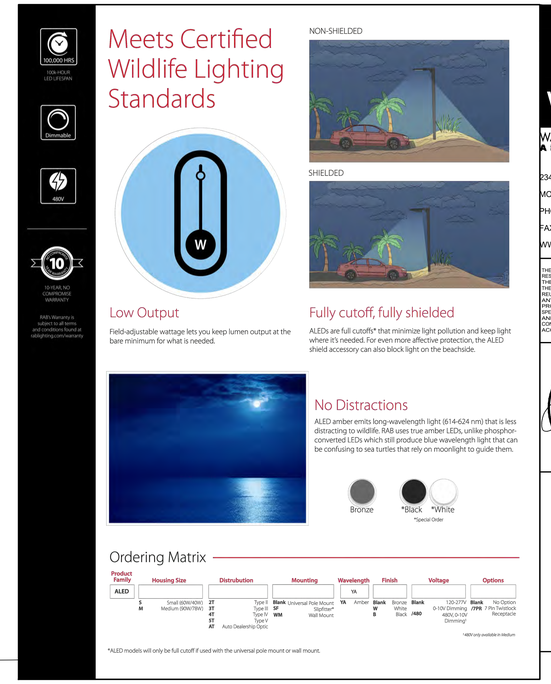
SHEET NAME:
CONCEPTUAL SITE DRAINAGE & UTILITIES PLAN

SHEET NO.:
C100

FILE NAME.: 23091.1-C100

EXHIBIT A





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LICENSED ARCHITECT
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REN. 4,675
STATE OF CALIFORNIA

joby

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NORTH

PROPOSED PHOTOMETRIC SITE PLAN

SCALE: 1"=30'-0"

GENERAL PHOTOMETRIC SCHEDULE

AVERAGE FOOT-CANDLES	1.01
MAXIMUM FOOT-CANDLES	21.4
MINIMUM FOOT-CANDLES	0.0
MINIMUM TO MAXIMUM FC RATIO	0.00
MAXIMUM TO MINIMUM FC RATIO	21.41 / 0.00
AVERAGE TO MINIMUM FC RATIO	1.01 / 0.00

LUMINAIRE SCHEDULE

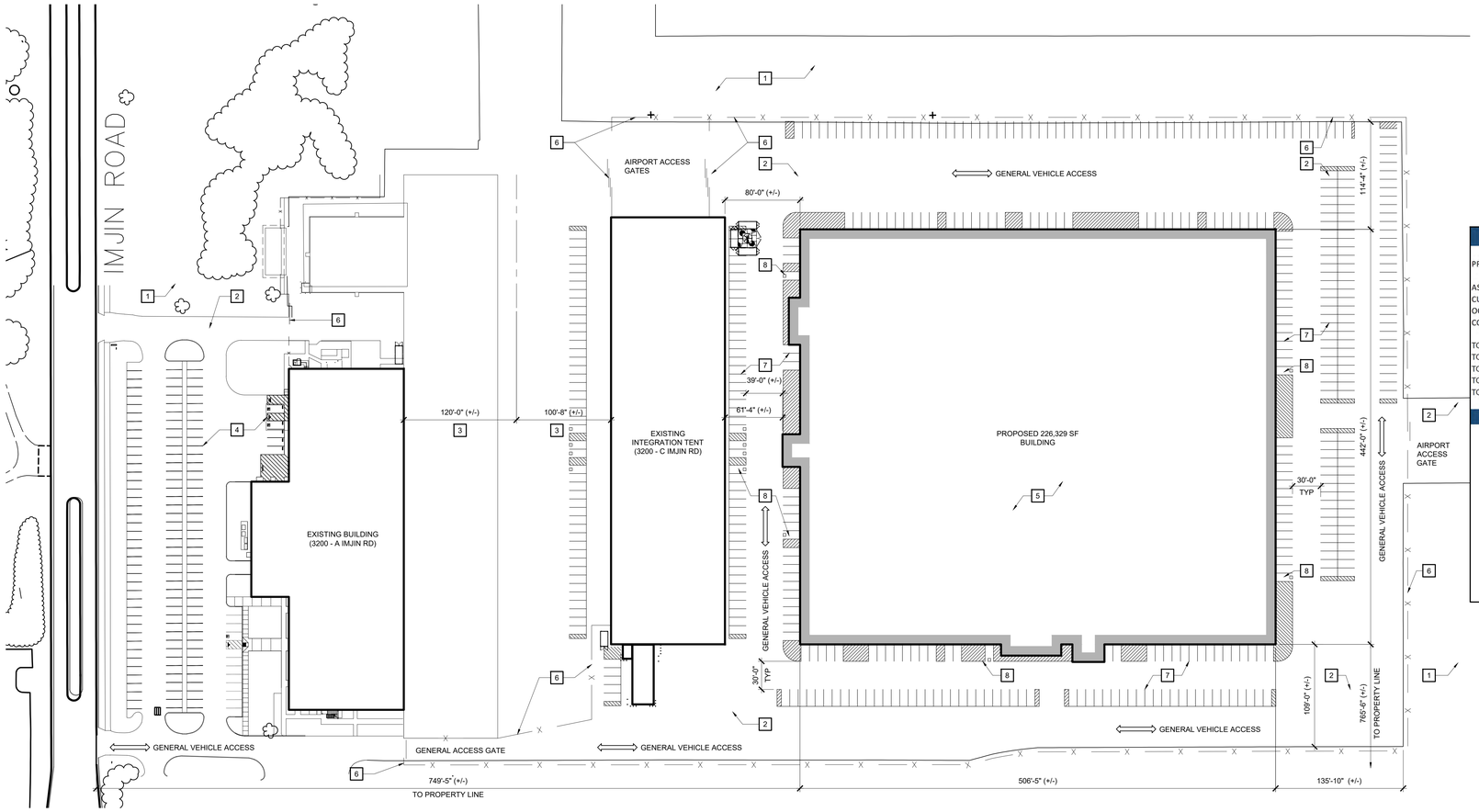
CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS
WP-H-1		(1) LED, 3,000K	Wall Mounted Area Light @ +16'-0"	ELECTRONIC	WALL	RAB LIGHTING INC., [A,WP],LED3T260Y/D10	120V 1P 2W

SHEET NAME:
PROPOSED PHOTOMETRIC SITE PLAN

SHEET NO.:
PH-201

FILE NAME.: 23091.1-PH-201

EXHIBIT A



NORTH

OVERALL SITE PLAN

SCALE: 1"=60'-0"

KEY NOTES

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1. INDICATES <E> LANDSCAPE AREAS TO REMAIN - NO WORK & PROTECT FROM DAMAGE
2. INDICATES <E> ASPHALT PAVING / DRIVE AISLE TO REMAIN - NO WORK & PROTECT FROM DAMAGE
3. INDICATES <E> DISTANCE FROM CENTERLINE OF TAXILANE TO EXISTING ADJACENT STRUCTURES - NO WORK & PROTECT FROM DAMAGE
4. INDICATES <E> PAINTED PARKING STRIPING TO REMAIN - NO WORK & PROTECT FROM DAMAGE
5. INDICATES (N) PROPOSED BUILDING SHELL - SEE SHEET A201
6. INDICATES <E> CHAIN LINK FENCE & GATES (BY SEPARATE PERMIT) TO REMAIN - NO WORK & PROTECT FROM DAMAGE
7. INDICATES (N) PAINTED PARKING STALL STRIPING
8. INDICATES (N) PAINTED ACCESSIBLE PARKING STALL & STRIPING - SEE DTL 1/A110

PROPERTY INFORMATION

PROJECT ADDRESS / LOCATION	3200 Imjin Road Marina, California 93933				
ASSESSORS PARCEL NUMBER	031-112-001	031-111-037			
CURRENT ZONING	Airport District A-1				
OCCUPANCY	F-1 / B				
CONSTRUCTION TYPE	IIB-S				
TOTAL LAND AREA	12,746,226.00	sf (+/-)	=	292.61 Acres (+/-) Total	
TOTAL BUILDING AREA	350,580.00	sf	Floor Area Ratio		2.75%
TOTAL LANDSCAPE AREA		sf	Landscape Area Ratio		0.00%
TOTAL HARDSCAPE AREA		sf	Hardscape Ratio Area		0.00%
TOTAL PAVEMENT AREA		sf	Pavement Area Ratio		0.00%

BUILDING SIZE & PARKING REQUIREMENTS

Land Area 12,746,226.00 sf (+/-) = 292.61 Acres (+/-)

				Req'd Stalls / SF		Req'd Stalls	Provided
Suite	Building 507	63,919.00	sf	@ 1/ 500	=	128	140
Suite	Integration Tent	56,756.00	sf	@ 1/ 515	=	110	95
Suite	Big Shell Building	226,329.00	sf	@ 1/ 515	=	439	373
Suite	Liquid Hydrogen	3,576.00	sf	@ 1/ 515	=	7	0
Total		350,580.00	sf			684	608

Parking:

Required per Municipal Code:	684
Actual Provided Stalls:	608
Actual Ratio Provided	0.87 / 500 sf

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LICENSED ARCHITECT
HENRY PETER RUHNKE
REN. 4/30/25
STATE OF CALIFORNIA

joby

JOBY AVIATION
NEW METAL BUILDING SHELL

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333 ENCINAL STREET
SANTA CRUZ, CA 95060

APN: 031-112-001

JOB NO.
23091.1

PRINT DATE:
PLOT DATE: 1/23/24
DRAWN BY: STAFF
CHECKED BY: ATH
SET ISSUED:

SHEET NAME:
OVERALL SITE PLAN

SHEET NO.:
A100

FILE NAME.: 23091.1-A100

RESOLUTION NO. 2024-06

CONSIDER ADOPTING A RESOLUTION OF THE PLANNING COMMISSION FOR THE SITE AND ARCHITECTURAL DESIGN REVIEW APPLICATION NO. SAD23-008 FOR A 226,329 SQUARE FEET PRE-ENGINEERED METAL BUILDING SHELL AT 3200 IMJIN ROAD AS PART OF THE JOBY AVIATION PROJECT AT THE MARINA AIRPORT. THE PROJECT IS CONSISTENT WITH THE 2020 INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION (SCH #2020010127) FOR THE JOBY AVIATION MANUFACTURING FACILITY PROJECT.

WHEREAS, on February 27, 2020, the Marina Planning Commission adopted Resolution No. 2020-02 approving a Mitigated Negative Declaration and Resolution No. 2020-03 approving a Design Review permit (DR 2019-27) for a new 580,000 square foot aviation manufacturing building on the Marina Airport at 3200 Imjin Road;

WHEREAS, on October 5, 2023, Joby Aviation submitted an application for a Design Review Permit for a metal building shell as part of the Joby Aviation project in the Marina Airport at 3200 Imjin Road (APN: 031-112-001). The plan set is **Exhibit C** of the Draft Resolution.

WHEREAS, the metal building will provide building space for aviation manufacturing, storage, and training, with supportive shipping and receiving for Joby aviation.

WHEREAS, as required by Title 17 of the Marina Municipal Code (MMC), the General Plan, and the adopted Design Guidelines and Standards, approval of the proposed project is subject to findings which are referenced and incorporated herein as **Exhibit A**;

WHEREAS, the proposed project is further subject to conditions of approval which are referenced and incorporated herein as **Exhibit B**;

WHEREAS, the proposed project shall be consistent with the approved plans that are attached as part of the Specific Plan in **Exhibit C**;

WHEREAS, the City of Marina Planning Division determined that this project is consistent with the approved 2020 Mitigated Negative Declaration (SCH #2020010127) for the Joby Aviation Manufacturing Facility Project; and

WHEREAS, at the regular meeting of the Planning Commission on February 22, 2024, the Planning Commission conducted a duly noticed public hearing, received public comment, and deliberated on the project.

NOW, THEREFORE BE IT RESOLVED that the Planning Commission of the City of Marina does hereby approve the Site and Architectural Design Review Application No. SAD23-008 for a 226,329 square foot metal building shell at 3200 Imjin Road (APN: 031-111-037) as part of the Joby Aviation project at the Marina Airport as proposed, subject to Exhibit A - Findings, Exhibit B - Conditions, and Exhibit C - Plan Set attached hereto.

PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 22nd day of February 2024, by the following vote:

AYES, COMMISSIONERS: Woodson, St. John, Hur, Walton, Jacobsen
NOES, COMMISSIONERS: None
ABSENT, COMMISSIONERS: Rana
ABSTAIN, COMMISSIONERS: None

Chair, Woodson

ATTEST:

Guido Persicone, AICP
Community Development Director
City of Marina

EXHIBIT A

FINDINGS

Staff makes the following Findings for the Site and Architectural Design Review Permit for the proposed Joby 226,329 sq. ft. shell building at 3200 Imjin Road:

General Plan Compliance

1) General Plan Goal 4.2.5
"For development projects proposed at, or in near proximity to, Marina Municipal Airport, consideration shall be given to the City's Design Guidelines to accommodate safe airport operations, airport land use compatibility, and all appropriate FAA regulations, policies, and procedures. Such guidance and regulations address, but are not limited to, lighting, signage, landscaping, building and roadway setbacks, etc."

Evidence: The proposed project will accommodate safe airport operations and have airport land use compatibility with the following findings:

- FAA regulations: the proposed project is consistent with the FAA regulations, policies, and procedures for light, height, and type of use.
- Lighting: the proposed photometric site plan shows that at the edge of the site there will be 0.1 or fewer foot-candles. Therefore, there will be negligible to no off-site glare.
- Signage will be a deferred submittal and be fully consistent with the Airport's sign standards.
- Landscaping is consistent with the Airport's landscaping standards.
- Building and roadway setbacks are fully consistent with the Airport's A-1 Zoning as described below.

Section 3.4 of the Guide for Development and the Marina Municipal Code specifies specific parking requirements for the proposed use of the building. The Planning Commission will consider a request from the applicant to reduce the parking for the site.

Chapter 4 of the Guide for Development – Colors and Materials – dictates:

"Use of metal or metal-appearing surfaces for walls and roofs are encouraged for buildings employing hangar type building forms. These metal surfaces may be unpainted, painted or enamel finishes. A variety of earth colors or at least two colors and/or super graphics should be used for painting enameled surfaces. The exterior surfaces of walls and roofs of metal clad buildings should have consistent finishes. All exterior surfaces and interior surfaces subject to unheated and unconditioned air from outside the building shall be resistant to rust."

Evidence: The proposed paint brands are Continental Coatings, Inc., and Sherwin-Williams. The roofing will be 'Polar White,' the pre-engineered metal fascia will be 'Black Swan,' the Pre-engineered PBR panel siding will be painted 'Polar White,' the doors, doorframes and miscellaneous trims will be painted 'Lazy Gray,' and the roll-up doors will be painted 'Snow

Bound.' The proposed colors and materials are consistent with airport related structures and aesthetics.

Airport Master Plan Compliance

Zoning Ordinance Development Standards

The "A" or "Airport District" zoning designation development standards, Table 2, details development standards for each Zone (A-1, A-2, and A-3) within the Airport. The proposed project is in Zone A-1:

Table 2

Development Standards

Zone	FAR[1]	Height (ft.)[2]	Minimum Parcel Size (sq. ft.)	Minimum Parcel Width (ft.)	Front Setback (ft)[5]	Side Setback (ft)	Rear Setback (ft)[3]	Common Open Space
A-1 (See Gen. Note)	7	56	5,000 within aviation fence, 15,000 outside fence	100	10	10 or 0[6]	10	na
A-2	.5	56	15,000	120	20[4]	10	10 or 0[7]	6%
A-3	.6	56	40,000	160	20	10	15	6%

General Note

In Zone A-1, no setbacks or minimum parcel widths are required within individual lease parcels inside the aviation operations area inside the aviation fence area.

As mentioned above, the project is located within the A-1 airport zone, will be on a leased parcel, and within the aviation fence area there are no required setbacks on the front, north side and rear or minimum parcel widths. However, the southern lease line must be setback at least ten feet. The building is set back 749.5 feet from the front property line. The A-1 zone has a 56-foot height limit. The proposed structure will be approximately 42'-5" to the top of the building and may include mechanical structures above this height in the future that will be compliant with the height restriction.

Federal Aviation Administration (FAA) Compliance

The tarmac areas are designated for aviation development in the current Marina Municipal Airport Land Use Compatibility Plan (ALUCP) and are considered by the Federal Aviation Administration (FAA) to be "improved" aviation land that must be reserved for aviation uses (County of Monterey Airport Land Use Commission, 2019). Development of the project would change the land from open tarmac to aviation uses, which complies with the ALUCP and Airport Master Plan (page 6 of the 2020 MND).

Community Design Guidelines Compliance

1. *Be unsightly, undesirable, or obnoxious in appearance to the extent that it will hinder the orderly and harmonious development of the City.*

   Evidence: The proposed project's architectural style and materials are consistent with other buildings at the airport.

2. *Impair the desirability of tenancy or investment or occupation in the City.*

   Evidence: The proposed Joby shell building will bring jobs and investment to the City of Marina.

3. *Limit the opportunity to obtain the optimum use and value of the land and improvements.*

   Evidence: The proposed project improves the value of the airport by bringing investment and commerce to the City-owned property.

4. *Impair the desirability of tenancy or conditions on or adjacent to the subject site.*

   Evidence: The proposed project improves the desirability of the airport and adjoining areas by bringing additional aviation type uses to the airport.

5. *Otherwise adversely affects the general welfare of the community.*

   Evidence: The proposed project will not adversely affect the general welfare of the community in that it is further developing the airport with an aviation related use.

EXHIBIT B

CONDITIONS OF APPROVAL

1. Approved Use – The permittee shall execute, construct, and operate the project in accordance with the approved application materials and plans received January 29, 2024, as amended by the following conditions of approval. Any deviation from approvals including reducing the size or within the same parcel adding up to 10,000 square feet at a time may be approved at the staff level. The Community Development Director may at their discretion require separate approval from the Planning Commission or the City Council and/or further environmental review.

2. Effective Date, Expiration, and Extensions – This approval shall become effective immediately after the final action of the City Council, except when an appeal period applies pursuant to Marina Municipal Code (MMC) Chapter 17.70 in which case actions shall become effective ten (10) days after the approval date provided that no appeal is filed. Approval shall expire **one (1) year** from the final approval date, or from the date of the final decision in the event of an appeal, unless within such period a complete building permit application has been filed with the Community Development Department, or the authorized activities have commenced in the case of a permit not involving construction. Upon written request and payment of appropriate fees submitted no later than the expiration date of this Approval, the Community Development Director or designee may grant a one-year extension of this date, with additional extensions subject to approval by the approving body. Expiration of any necessary building permit or other construction-related permit for this project may invalidate this Approval if said Approval has also expired. If litigation is filed challenging this Approval or its implementation, then the time stated above for obtaining necessary permits for construction and/or commencement of authorized activities is automatically extended for the duration of the litigation.

3. Compliance with Other Requirements – The permittee shall comply with all other applicable federal, state, regional, and local laws, codes, requirements, regulations, and guidelines. Compliance with other applicable requirements may require changes to the approved use and/or plans. These changes shall be processed in accordance with the procedures contained in Condition #4.

4. Modifications – Any modification to the approved project, site plan, conditions of approval, or use requires consistency review and approval by the Community Development Director or their designee. Major revisions may require review and approval by the original approving body or a new independent permit.

5. Compliance with Conditions of Approval – The permittee shall be responsible for compliance with all Conditions of Approval. The City reserves the right at any time during construction to require certification by a licensed professional at the permittee's expense that the as-built project conforms to all applicable requirements. Violation of any term, project description, or Condition of Approval is unlawful and prohibited. In the case of noncompliance with the requirements of a Use Permit, Marina Municipal Code (MMC) Section 17.58.060 allows for the revocation of said permit. The City reserves the right to initiate civil and/or criminal enforcement and/or abatement proceedings where violations are present, consistent with MMC Chapters 1.08, 1.10 and 1.12.

6. Indemnification – To the extent allowable by law, the permittee agrees to hold the City harmless from costs and expenses, including attorney's fees, incurred by the City or held to be the liability of the City in connection with the City's defense of its actions in any proceeding brought in any state or federal court challenging the City's actions with respect to the project. The permittee understands and acknowledges that the City is under no obligation to defend any legal actions challenging the City's actions with respect to the project.

7. Record Retention – The permittee shall retain full and complete copies of all permits and other regulatory approvals issued in connection with the project, including but not limited to conditions of approval, approved plans, and resolutions. In the event the City cannot locate full and complete permits or other regulatory approvals in its official records, and the permittee fails to retain full and complete permits or other regulatory approvals, any ambiguities or uncertainties that would be resolved through an examination of the missing documents will be conclusively resolved against the permittee.

8. Violation of Code – Any person who does any work or uses, occupies or maintains any building or structure, or causes the same to be done, or does any grading, contrary to or in violation of Title 15, Buildings and Construction, or of any of the uniform codes adopted by Title 15 is guilty of an infraction pursuant to Marina Municipal Code (MMC) Section 15.04.060.

9. Site Maintenance – The project site shall be kept in a blight- and nuisance-free condition, and healthy and well-kept landscaping shall be continuously maintained. Any existing blight or nuisance shall be abated within **thirty days (30)** of approval.

10. Lighting – Exterior lighting fixtures shall be adequately shielded to a point below the light bulb and reflector prevent unnecessary glare onto adjacent properties, or the airports runway and other uses. Applicant to provide color temperature and lumens for all exterior light fixtures prior to issuance of a building permit. After installation, the Community Development Director or designee shall retain the right to require reduction in the intensity of illumination or change of light color if said illumination creates any undue public nuisance.

11. Waste Receptacles – No storage of trash, recycling, or food waste receptacles shall be permitted within the public right-of-way. Receptacles shall be stored on site and screened from the public view. The permittee shall ensure that the requirements of Marina Municipal Code (MMC) Chapter 8.04 pertaining to recycling and solid waste disposal are met.

12. Grading Permit – Grading work disturbing at least 50 cubic yards or 2,500 square feet of a property within the City requires a grading permit meeting all requirements of Marina Municipal Code (MMC) Section 8.46.130 regarding stormwater retention. The permittee shall secure a grading permit before beginning grading work.

13. Stormwater Retention – Any development or redevelopment of a property will require on-site retention of stormwater per Marina Municipal Code (MMC) Section 16.06.150. Retention conditions shall meet the requirements of MMC Section 8.46.130(F). Maintenance on all stormwater retention systems shall meet the requirements of MMC Section 8.46.130(H).

14. Site Stormwater Retention – Stormwater runoff from the buildings shall be retained on-site using underground or above-ground retention systems.

15. Stormwater Treatment – Parking Lot catch basins shall incorporate pre-treatment devices to capture and treat stormwater prior to entering the retention system. Devices shall meet the requirements of MMC 8.46 and the Central Coast Regional Water Quality Control Board.

16. Traffic Control Plan – If temporary closure of Imjin Road or other public right-of-way is required for construction and/or staging, the permittee shall apply and receive an encroachment permit from the Public Works Department, which includes a Traffic Control Plan to be approved by the City Engineer.

17. Archaeology and Inadvertent Discovery – When human remains or other cultural artifacts are exposed, California Health and Safety Code §7050.5 requires that no further excavation or disturbance occurs in the area and that the County of Monterey Coroner is called to verify that the remains are not subject to medical jurisprudence. Within 24 hours of notification, the coroner calls the Native American Heritage Commission (NAHC) if the remains are known or thought to be Native American. The NAHC selects the Most Likely Descendant (MLD) from a rotating list of MLDs. The MLD has 24 hours to respond. All work must halt within a 50-yard radius of the discovery until an osteologist can examine the remains and a treatment plan for the remains has been provided to the satisfaction of the MLD.

18. Fire Flow – Prior to issuance of a Building Permit, the applicant is required to demonstrate adequate fire flow, pressure, and volume to the satisfaction of the Fire Department.

19. Parking – If the number of employees reaches 140 or more for the proposed use for the site (aviation manufacturing and storage), then the lease holder shall collaborate with the Community Development Department to increase the number of parking spaces up to a maximum of 290 parking spaces total.

20. Site Plan – The architect shall provide an updated site plan that shows 160 parking spaces prior to issuance of a building permit.

21. Impact Fees – The lease holder (Joby Aviation, Inc.) agrees to cover consulting fees associated with the proposal dated January 30, 2024, and titled 'Proposal – Joby Aviation Trip Generation' by Kimley Horn prior to issuance of a building permit. The proposal will provide two technical studies that will help to calculate impact fees for the proposed 226,329 square foot building. Further, Joby Aviation, Inc. shall pay the impact fees prior to building permit final.

22. Permit Authorization and Signature – The Use Permit is not valid, and construction shall not commence until the below affidavit is signed and the approved Conditions are returned to the Community Development Department.

    a. I attest to the truth and correctness of all the facts, exhibits, maps, and attachments presented with and made a part of the application for the [Insert Project Description].
    b. I understand and agree to implement all conditions throughout the duration of the project.
    c. I acknowledge that any changes to the conditions of approval would require modification of the conditional use permit by the approval authority.

        Permittee's Name: _____

        Permittee's Signature: _____ Date: _____

    d. I am the owner of the property involved in this project, and I authorize the person named above to act on my behalf throughout the duration of the project.

        Property Owner's Name: _____

        Property Owner's Signature: _____ Date: _____

EXHIBIT C

Plan Set
(On Separate Sheet)

MARINA MUNICIPAL AIRPORT

FIRST AMENDMENT TO GROUND LEASE

THE CITY OF MARINA

AND

JOBY AERO, INC.

Recording Requested by and)
When recorded mail to:)
City Clerk)
City of Marina)
811 Hillcrest Avenue)
Marina, California 93933)
)
APN: 031-112-001-000, a portion)
______)

THIS FIRST AMENDMENT TO GROUND LEASE ("First Amendment") is made and entered into effective as of this ___day of June 2024 ("Effective Date"), by and between the CITY OF MARINA, a California charter city ("City"), and JOBY AERO, INC. a Delaware corporation authorized and registered to do business in California ("Lessee" or "Tenant"). City and Lessee are hereinafter collectively referred to as the "Parties", and each a "Party".

Recitals:

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

A. On February 16, 2020, the Parties entered into that certain Ground Lease with Options ("Original Lease"), whereby Lessee agreed to lease from City and City agreed to lease to Lessee approximately 217,800 square feet (± 5 gross acres), being a portion of that certain real property, located at 3200-C, Imjin Road, Marina, County of Monterey, California, designated as a portion of Monterey County Assessor's Parcel Number 031-112-001-000, as described and delineated on Exhibit "A" to the Original Lease ("Original Premises").

B. Lessee has requested to expand the Original Premises to add additional square footage of approximately 381,331 (approximately 8.75 acres), as further described in Attachment 1 to this First Amendment for a total area of 599,131 (approximately 13.75 acres) ("Premises" as hereinafter defined by this First Amendment). Additionally, the Parties have agreed to revise certain terms and conditions as set forth in this First Amendment. Lessee plans to improve the Premises, as more particularly described herein on the timeline set forth in Attachment 2 to this First Amendment.

C. Capitalized terms used but not defined in this First Amendment shall have the meanings given to them in the Original Lease.

Terms and Conditions:

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

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to enter into this First Amendment and to amend the Original Lease effective as of the Effective Date as follows:

1. Section 1.2 of the Original Lease is hereby deleted in its entirety and replaced with the following:

   1.2 Lessee: JOBY AERO, INC. Address for notice: 333 Encinal Street, Santa Cruz, California 95060.

2. Section 1.3 of the Original Lease is hereby deleted in its entirety and replaced with the following:

   1.3 Premises.

   From the Commencement Date and until the First Amendment Effective Date, the "Premises" means that approximately 217,800 square feet (± 5 gross acres), being a portion of that certain real property, located at 3200-C, Imjin Road, Marina, County of Monterey, California, designated as a portion of Monterey County Assessor's Parcel Number 031-112-001-000, as described and delineated on Exhibit "A" (DESCRIPTION AND PLAT OF THE PREMISES) attached hereto, and located within the Aviation-related zone at Marina Municipal Airport, in Marina, California 93933. From the First Amendment Effective Date, the "Premises" means that approximately 599,131 square feet (± 13.75 gross acres), being a portion of that certain real property, located at 3200-C, Imjin Road, Marina, County of Monterey, California, designated as a portion of Monterey County Assessor's Parcel Number 031-112-001-000, as described and delineated on Exhibit "A-2" (DESCRIPTION AND PLAT OF THE PREMISES) attached hereto, and located within the Aviation-related zone at Marina Municipal Airport, in Marina, California 93933.

3. Section 1.7 (Term) of the Original Lease is hereby deleted in its entirety and replaced with the following:

   1.7 Term. The term ("Term") of this Lease shall be forty (40) years, commencing on the Commencement Date and expiring at 11:59 p.m. on the day which is the day before the anniversary of the Commencement Date which is forty (40) years following the Commencement Date, unless sooner terminated as provided in this Lease.

4. Section 1.14 (Definitions) is hereby modified to add the following definitions in the appropriate alphabetical order and, consequently, by re-lettering all clause references as necessary:

   "First Amendment Effective Date" means June [__], 2024.

   "First Amendment Improvements" means a pre-engineered metal building structure of 226,000 square feet, more or less to be constructed on the Premises in the amount of not less than ten million dollars ($10,000,000) to be constructed within 60 months of the First Amendment Effective Date.

"Premises" has the meaning set forth in Section 1.3.

Section 1.14(i) is hereby amended and restated in its entirety as follows:

"Improvement" means the Required Improvements and the First Amendment Improvements.

5. Each reference in the Original Lease (excluding the reference in Section 1.14(j)) to "Option No. 1 Improvements" is hereby replaced with "First Amendment Improvements".

6. Section 2.7 (Conditional Options to Expand Leasehold) in the Original Lease, including subsections 2.7.1 through 2.7.7, are hereby deleted in their entirety.

7. Section 3.1 (Term) in the Original Lease is hereby deleted in its entirety and replaced with the following:

   3.1 Term; Definitions. This Lease shall not take effect until the "Commencement Date," which is defined as the date this Lease is fully executed by each of the Parties. Subject to approval of this Lease by the City Council, the term ("Term") of this Lease shall be forty (40) years, commencing on the Commencement Date and expiring at 11:59 p.m. on the day which is the day before the anniversary of the Commencement Date which is forty (40) years following the Commencement Date, unless sooner terminated or extended as provided in this Lease. Except as otherwise specifically stated in this Lease or in any subsequent amendments hereto, the terms and conditions of this Lease shall remain in effect following any extension, renewal or holdover of the original Term.

8. Section 4.1(a) (Base Monthly Rent) of the Original Lease is hereby deleted in its entirety and replaced with the following:

   (a) (i) Base Monthly Rent shall accrue and be payable starting on the Commencement Date of the Original Lease. Base Monthly Rent shall be payable by Lessee to City in accordance with the terms and provisions of this Lease. For that period of this Lease commencing with the Commencement Date and ending on the First Amendment Effective Date, subject to rental adjustment(s) as provided, Lessee shall pay to City the sum of Six Thousand Five Hundred and Thirty-Four Dollars ($6,534.00) as initial Base Monthly Rent. At the Commencement Date, this sum is calculated as follows:

   217,800 sq. ft. (±5 acres) @ $0.03 per sq. ft. = $6,534

   (ii) Commencing on the First Amendment Effective Date, Base Monthly Rent shall be modified to increase the square footage calculated in the Lease. For that period of this Lease commencing with the First Amendment Effective Date, subject to rental adjustment(s) as provided, Lessee shall pay to City the sum of Nineteen Thousand Seven Hundred and Seventy-One Dollars ($19,771) as Base Monthly Rent. At the First Amendment Effective Date, this sum is calculated as follows:

   599,131 sq. ft @ $0.033 per sq. ft. = $19,771.32

9. Section 4.1(b) of the Original Lease is hereby deleted in its entirety and replaced with the following:

   The Base Monthly Rent as set forth in Section 4.1(a) of this First Amendment shall be adjusted annually beginning on the anniversary of the First Amendment Effective Date at the rate of 2.5 % (percent).

10. Section 4.2 (Option Consideration) of the Original Lease is hereby deleted in its entirety and replaced with the following:

    Section 4.2 (Reserved.)

11. Section 10.1.1 (Qualifying Capital Improvement Cost Requirements) of the Original Lease is hereby deleted in its entirety and replaced with the following:

    Subject to Lessee executing the First Amendment to the Original Lease, Lessee is required to expend, account for, and certify the expenditure of no less than eleven million five-hundred thousand Dollars ($11,500,000) ("Qualifying Capital Improvement Costs Requirements") for the construction, collectively, of the Improvements consisting of the improvements to be constructed within the timelines set forth in the Original Lease and the First Amendment. City and Lessee further agree that in the event Lessee has failed to meet or exceed said $11,500,000 in expenditures within the timelines set forth herein, Lessee shall be deemed in default, and this Lease may be terminated by City in accordance with Article 16 (DEFAULTS BY LESSEE; CITY'S REMEDIES) below. Notwithstanding the foregoing, that if Lessee provides reasonable evidence to City that Lessee is actively pursuing efforts to meet the Qualifying Capital Improvement Cost Requirements, then City shall extend such period set forth herein for such period(s) as may be reasonably necessary for Lessee to complete the construction of the Improvements, provided such extended period shall not exceed two (2) years.

12. Section 11.1 (Responsibility for Payment of Taxes and Assessments) of the Original Lease is hereby deleted in its entirety and replaced with the following:

    City shall not be obligated to pay any taxes or assessments on the Premises or any interest of Lessee therein accruing before or during the Term, or any extension thereof as a result of Lessee's use, occupancy or improvement of the Premises; all such payments shall be the sole responsibility of Lessee. In addition, Lessee shall be solely responsible for payment of any taxes or assessments levied upon any Improvements, Fixtures or Personal Property located on the Premises, to the extent that such taxes or assessments result from the business or other activities of Lessee upon, or in connection with, the Premises.

13. Exhibits. The following drawings, descriptions and special provisions are attached hereto as Exhibits and made a part of the Lease:

    a. Attachment 1 to this First Amendment will be added as "Exhibit A-2" after Exhibit A to the Original Lease.

b. Attachment 2 to this First Amendment, which describes the project milestones will be added as "Exhibit G" to the Original Lease.
c. Attachment 3 to this First Amendment will be added as "Exhibit F-2" to the Original Lease.

14. Integration. This First Amendment and the Original Lease represent the entire agreement concerning this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties and negotiations between the Parties about the subject matter of this First Amendment and the Original Lease merge into this First Amendment and the Original Lease and are referred to as the "Lease".

15. Counterparts. This First Amendment may be executed in any number of counterparts and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

16. Authority. Each individual executing this First Amendment represents and warrants that they are duly authorized to execute and deliver this First Amendment and that this First Amendment is binding in accordance with its terms.

17. Memorandum of Lease. Upon the execution of this First Amendment, City and Lessee shall execute and record a Memorandum of Lease Amendment (the "Memorandum of Lease amendment"), at City's sole cost and expense, in the form attached hereto as Attachment 3.

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

IN WITNESS WHEREOF, City and Lessee have duly executed this Lease Amendment as of the day and year first above written.

LESSEE: JOBY AERO, INC.

By _____

Print Name: JoeBen Bevirt
Print Title: Chief Executive Officer

Date: _____

LESSOR: CITY OF MARINA, a California charter city

By _____
City Manager

Date: _____

APPROVED AS TO FORM

CITY ATTORNEY

BY_____
René Alejandro Ortega
City Attorney

ATTEST (Resolution No. _____ _____)

DEPUTY CITY CLERK

BY_____

Attachment 1

EXHIBIT A-2

DESCRIPTION AND PLAT OF THE PREMISES

EXHIBIT A

Lease Area Legal Description

Situated in the County of Monterey, State of California.

Being a portion of Parcel 1 of the lands granted to the City of Marina by that certain Quitclaim Deed for Surplus Airport Property, recorded in Reel 3272 at Page 696 of the Official Records of Monterey County, as said Parcel 1 is shown on that certain Record of Survey map filed in Volume 19 of Survey Maps at Page 20 of the Monterey County Records, and as said Parcel 1 was subdivided by that certain Official Map entitled "Creation of Marina Municipal Airport Parcels Within a Portion of Parcel 1", recorded in Volume 19 of City and Towns at Page 22 of the Monterey County Records.

Commencing at a 3/4" iron pipe, tagged R.C.E. 25136 located at the most easterly common corner of Parcel 2 and Parcel 3 as said Parcel 2 and Parcel 3 are shown on the aforementioned Official Map. Thence from said Point of Commencement, South 34°20' West along the southeasterly line of said Parcel 2, 623.00 feet to a lead plug and tag, R.C.E. 25136, located at the most southerly corner of said Parcel 2; Thence leaving said Parcel 2, South 34°20' West 30.00 feet to the most easterly corner of Parcel 1, as said Parcel 1 is shown on the aforementioned Official Map, and said corner being the True Point of Beginning.

Thence from said True Point of Beginning and leaving said easterly corner of Parcel 1, along the southeasterly line of A Street, as said street is shown on said Official Map, North 34°20' East 26.50 feet to a point on the said southeasterly line of A Street;

Thence leaving said line of A street, South 55°40' East 39.43 feet to a point;

Thence South 67°49'54" East 94.51feet to a point;

Thence North 34°20' East 637.95 feet to a point;

Thence South 55°40' East 896.00 feet to a point;

Thence South 34°20' West 684.37 feet to a point;

Thence North 55°40' West 1000.82 feet to the True Point of Beginning.

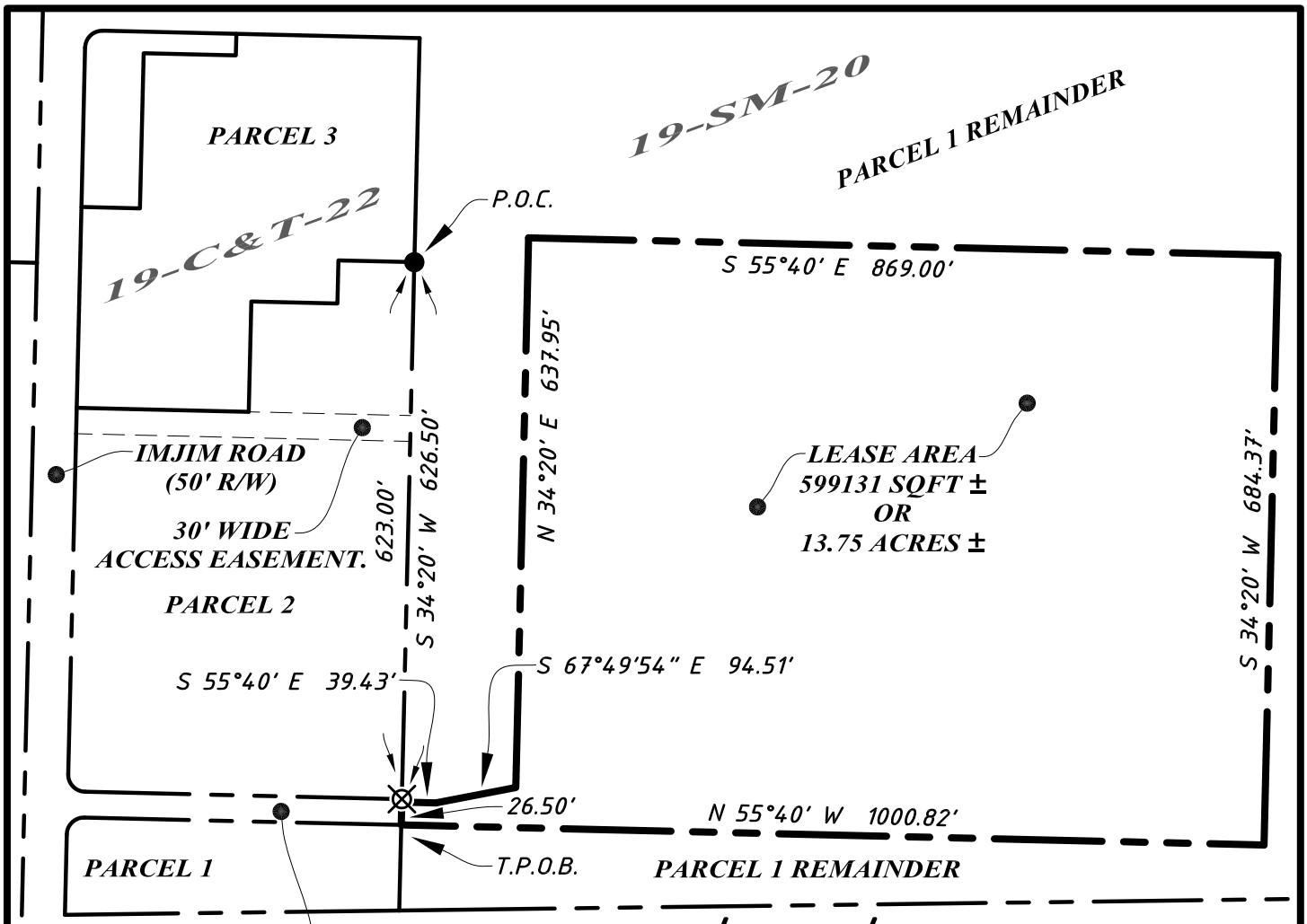
The above description encloses an area of 599,131 square feet or 13.75 acres, more or less.

End of description.

A.P.N. 031-111-037 (portion)

Prepared by Paul J. Hanagan, LS 7797.

EXHIBIT A



Legend

- ● Found 3/4" iron pipe, RCE 25136.
- ⊗ Found lead plug and tag, RCE 25136.

All distances shown are in feet and decimals thereof.

Basis of Bearings

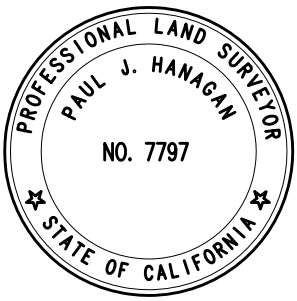
The basis of bearings for this map is N 34°20' E as established between found monuments per that certain map filled in Volume 19 of City and Towns at Page 21 of the Monterey County Records.

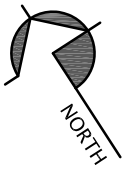
LEASE AREA EXHIBIT
FOR

Joby Aviation

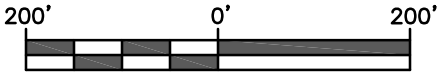
Being a portion of the lands conveyed to the City of Marina, within the County of Monterey, conveyed by that certain Quitclaim Deed for Surplus Airport Property, recorded in Reel 3272 at Page 969 of the Official Records of Monterey County

February, 2024 APN 031-111-037 (Portion)
Scale: 1" = 200'





GRAPHIC SCALE



1 INCH = 200 FEET

HANAGAN LAND SURVEYING
305-C SOQUEL AVE.,
SANTA CRUZ, CA 95062
PHONE 831-469-3428

Job # 24011 Page 2, of 2 Pages.

Attachment 2

PROJECT MILESTONES

The following shows an indicative timeline of key milestones:

- Final drawings for building permits submitted to the City of Marina by July 18, 2024.
- Site work to commence by August 18, 2024, subject to the necessary permit approvals by the City of Marina.
- Substantial completion of Project by October 1, 2025.
- Final inspection of the Project by December 1, 2025.

Attachment 3

EXHIBIT "F-2"

MEMORANDUM OF LEASE

WHEN RECORDED RETURN TO: City of Marina 211 Hillcrest Avenue Marina, CA 93933 Attn: Deputy City Clerk APN: 031-112-001-000, a portion	**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of June __, 2024, by and between CITY OF MARINA, a California municipal corporation (the "City"), and JOBY AERO, INC., a corporation of the State of Delaware registered to do business in California ("Joby").

WHEREAS, the City and Joby entered into that certain Lease dated February 16, 2020 (the "Original Lease"), as amended by that certain First Amendment to Ground Lease dated June __, 2024 (as amended, the "Lease") relating to that certain real property consisting of a portion of APN031-132-001-000 , in Monterey County, California, and as more particularly described in Attachment 1 attached hereto and incorporated herein by this reference (the "Premises"), and

WHEREAS, the City and Joby wish to memorialize of record the existence of the Lease, and certain specific terms thereof.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the parties agree as follows:

1. The City and Joby are parties to the Lease pursuant to which the City has demised and leased the Premises to Joby, for an initial term of forty (40) years, which shall commence on February 16, 2020.

2. Reference is made to the Lease for a full statement of the terms and conditions of the Lease, all of which are hereby incorporated by reference.

3. Nothing in this Memorandum shall be construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease, which shall in all things control.

4. This Memorandum and the Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first written.

THE CITY:

CITY OF MARINA,
a California municipal corporation

By:_____

Attest:

By:_____

Approved as to Form:

By:_____
City Attorney

JOBY AERO, INC:
a Delaware corporation

By: _____
JoeBen Bevert, Chief Executive Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF _____)SS
COUNTY OF _____)

On _____ before me, _____ , Notary Public, personally appeared

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ Affix appropriate seal above

1773155.4

May 28, 2024 Item No: **13e**

Honorable Mayor and Members of the City Council

City Council Meeting of June 18, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, APPROVING MINOR MODIFICATIONS TO THE ADOPTED OBJECTIVE DESIGN STANDARDS (ODS) AS REQUESTED BY CITY COUNCIL AT ITS MARCH 19, 2024, MEETING. THE MODIFICATIONS PERTAIN TO WINDOW PLACEMENT AND AWNING MATERIALS. THE PROPOSED MODIFICATIONS ARE EXEMPT FROM ENVIRONMENTAL REVIEW PER SEC. 15378 OF THE CEQA GUIDELINES.

REQUEST: It is requested that the City Council consider:

1. Adopting Resolution No. 2024-, approving the minor modifications to the adopted Objective Design Standards (ODS) as described in **EXHIBIT A**

BACKGROUND:
On March 19, 2024, the City Council adopted the ODS and related Marina Municipal Code (MMC) and General Plan amendments necessary to implement the standards for qualifying projects. At this meeting, Council members requested that staff and the consultant consider modifying Section 1.3.1 pertaining to Site Design and, specifically, window placement offsets to improve privacy in cases where residential developments have no or very minimal setbacks from neighboring residential development. The Council also requested that fabric awnings be removed as an allowed material in Sec. 1.3.2.K.7. The Memo prepared by the City's ODS consultant, Raimi+Associates (R+A), dated May 24, 2024, is included as Exhibit A to the Resolution and describes how these proposed modifications were addressed in further detail.

ANALYSIS:
In brief, the R+A Memo:

1. Amends Sec. 1.3.1.A.2 to reference a modified Figure 4 and a new Figure 5 which specify window placement standards for upper stories between 5 and 10' of a property line and less than 5' of a property line, respectively;
2. The Memo notes that a <5' setback is not allowed in the MMC except for possibly as part of a Planned Unit Development (PUD);
3. The amended and new figures assume these horizontal offsets only for upper floors as a 6' fence is allowed separating properties and typically blocking views to neighbor windows from the ground floor;
4. The Memo provides an amendment to Sec. 1.3.2.K.7.e suggesting that heavy canvas be allowed as an affordable option, but that fabric awnings be eliminated as an allowed awning material; and
5. These changes do not require amendments to either the MMC or the General Plan.

CONCLUSION:
Staff requests that the Council adopt the proposed Resolution and direct staff to make the changes to the final ODS. Staff notes that there is no further budget available for this contract and that additional changes or amendments to the ODS will require a contract amendment and additional budget.

Respectfully submitted,

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

REVIEWED/CONCUR:

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

_____
Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL AMENDING SECTIONS 1.3.1.A.2 AND 1.3.2.K.7 OF THE OBJECTIVE DESIGN STANDARDS (ODS) ADOPTED MARCH 19, 2024. THE MODIFICATION OF THESE OBJECTIVE DESIGN STANDARDS IS EXEMPT FROM ENVIRONMENTAL REVIEW PER SEC. 15378 OF THE CEQA GUIDELINES.

WHEREAS, the City of Marina (City) adopted Objective Design Standards (ODS) on March 19, 2024, but requested that staff return with a modification to the window placement offsets section (Sec. 1.3.1.A.2) and remove fabric as an allowed awning material from Sec. 1.3.2.K.7 of the ODS;

WHEREAS, staff and the City's consultant, Raimi+Associates (R+A) considered these requests and provide solutions in the Memo dated May 24, 2024, and included herein as **Exhibit A**; and

WHEREAS, adoption of these minor modifications to the ODS do not trigger amendments to either the Marina Municipal Code (MMC) or the General Plan and will not result in a significant negative impact to the environment. Therefore, this action is exempt from environmental review per Section 15378 of the California Environmental Quality Act (CEQA) Guidelines.

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

1. Find that the foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

2. Determine the proposed minor modifications to the ODS are exempt from the California Environmental Quality Act pursuant to CEQA Guideline Section 15378.

3. Adopt the amendments to the ODS, as set forth hereto in **Exhibit A**.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of June 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

raimi + associates

Memo

May 24, 2024

To: Alyson Hunter, AICP, Planning Services Manager, City of Marina

From: Simran Malhotra and Alessandra Lundin, Raimi + Associates

Subject: Potential Modifications to the Objective Design Standards document

At the City Council hearing for the Objective Design Standards on March 19, 2024, the City Council directed City staff and the consultant team to examine the privacy issue that emerges when buildings are located very close to or at the property line. Following the hearing, City staff was also asked to make modifications related to awning materials. Both these topics are discussed in this memo.

Privacy Concerns when Buildings are Located Close to or at the Property Line

Section 1.3.1.A.2 in the Objective Design Standards document addresses the topic of Window Placement. The minimum side setback for residential zones is 5 feet and this standard requires a 3-foot offset between windows if a building is placed within 10 feet of the property line. (See Figure 4 in the ODS).

While zero-setback buildings are not permitted by right in the city except possibly as a part of a Planned Development permit, the following modifications are recommended to address privacy concerns when buildings are located close to or at the property line.

The following page illustrates the recommended changes:

1.3 Multi-Family Residential and Residential Mixed-Use (3+ stories)

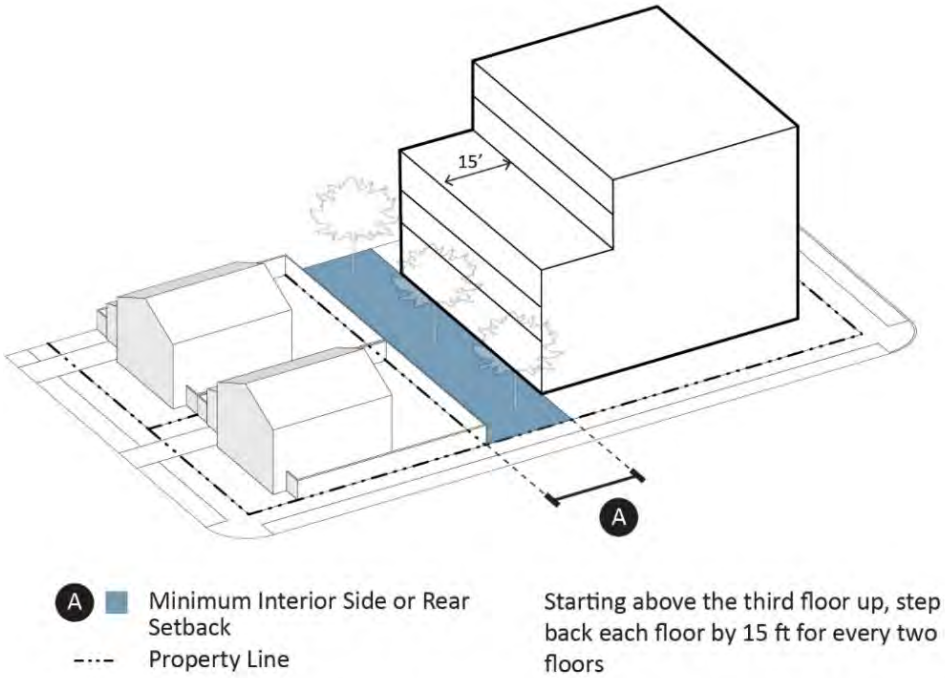
This section applies to attached multi-family building types three stories and higher, including courtyard housing, low-rise and mid-rise multi-family stacked dwellings, and both horizontal and vertical mixed-use developments (residential units stacked above ground-floor commercial).

1.3.1 Site Design

A. **Neighborhood Transitions and Privacy**.

1. **Transition to Lower Density Building Types**. When a building has a rear and/or interior side property line abutting a single-family residential zoned parcel, starting above the third floor, each subsequent floor shall be stepped back by 15 feet for every two floors.

Figure 3. Transitions to Lower Density Building Types



2. **Window Placement**. When a new building is located within 10 feet of a side property line, windows on the building shall be oriented to avoid a direct line of sight into adjacent residential buildings or property. Windows shall be offset a minimum of three feet horizontally from windows of the nearest residential building on the adjacent property to maximize privacy. (See Figure 4). If a new building is located within five feet of a side property line, windows shall be offset a minimum of five feet horizontally from windows of the nearest residential building on the adjacent property to maximize privacy. (See Figure 5). This requirement is waived if the window is to a non-habitable room such as a bathroom or closet and has frosted or privacy glass.

Figure 4. Window Placement Standard for Upper Stories (between 5 and 10 feet of property line)

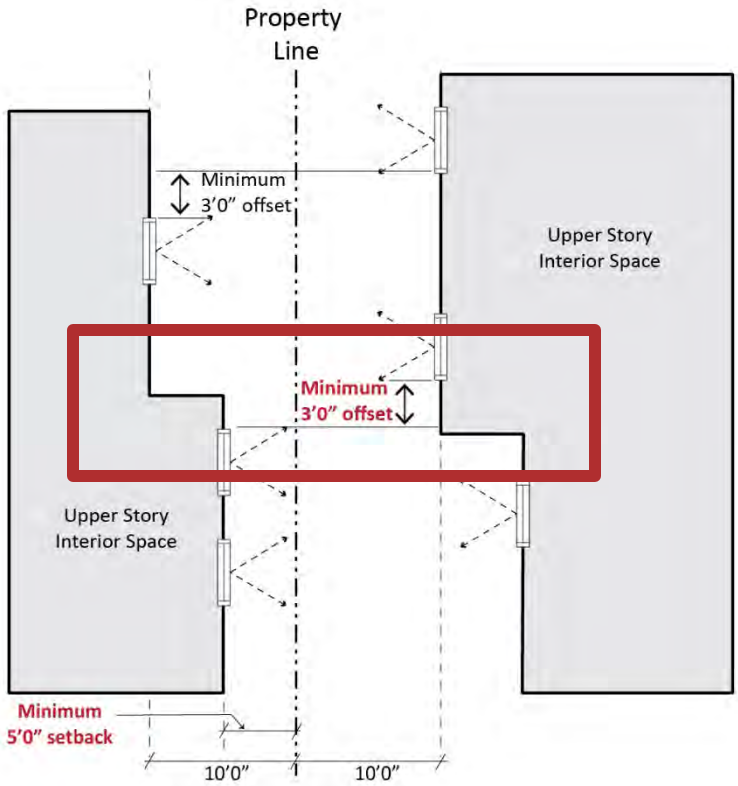
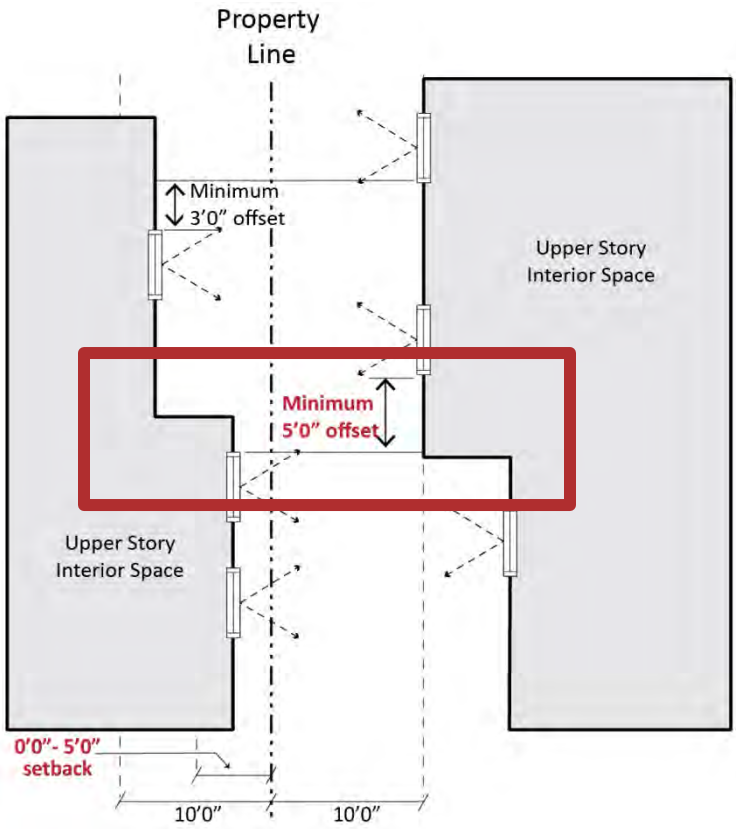


Figure 5. Window Placement Standard for Upper Stories (less than 5 feet of property line)



Awning Materials

Section 1.3.2.K.7 in the Objective Design Standards document addresses the topic of materials for awnings and canopies. The concern raised was regarding how long these awnings last.

Acrylic is a synthetic material that is moisture-wicking and water-repellant. These are also long-lasting. However, acrylic awnings can cost up to ten times the cost of canvas awnings.

Canvas awnings typically last 8-12 years, with heavier-weight canvas awnings lasting longer and weathering wind, snow, and hail. Ongoing maintenance is necessary to keep canvas awnings looking good. We suggest continuing to allow canvas awnings to provide a lower-cost option for Marina business owners.

The following text illustrates the recommended changes:

1.3.2 Building Design

K. Ground Floor Design – Retail/Commercial

7. Awnings and Canopies.

e. Awnings and canopies shall be ~~make~~ made of ~~fabric,~~ canvas, acrylic, glass, wood (synthetic or weather treated), metal, or a combination of such materials. ~~Fabric, v~~Vinyl and plastic awnings are prohibited.

Agenda Item: 13f

City of Marina Potential General Obligation Bond Measure Discussion

Tuesday, June 18, 2024

City Facilities to replace (estimates)

- **Fire Station -** $16 million
- **Community Center** (Council Chambers, Senior Center, Recreation facilities, City offices) - $29 million
- **Police Station** - $17.5 million
- **Sports and Aquatics centers** - $18 million

- **Total estimated cost** - $80.5 million

Estimated Cost to Property Owner

- **$50 million bond**
  - $4.56 per month ($55 annually) per $100,000 assessed value
    Average homeowner cost $24/month, $272 annually
- **$60 million bond**
  - $5.45 per month ($65 annually) per $100,000 assessed value
    Average homeowner cost $27/month, $325 annually
- **$75 million bond**
  - $6.82 per month ($82 annually) per $100,000 assessed value
    Average homeowner cost $34/month, $407 annually

Why are new facilities needed?

- **Fire Station**
  - 2nd Fire station needed to service new growth area and meet critical medical & fire response times
  - Fire ladder truck
  - Commercial structures, multi-story apartments

Why are new facilities needed?

- **Community Center**
  - Existing facility almost 50 years old
  - Deteriorating, ADA non-compliant
  - Safety and security issues
  - Repair cost approaching new construction cost

Why are new facilities needed?

- **Police Station**
  - Existing facility over 20 years old
  - Does not meet growing public safety needs of community
  - Repair cost approaching new construction cost

Why a General Obligation Bond?

- Mechanism that provides a way for local governments to raise money for facility and infrastructure projects
- Typically, local governments do not have sufficient revenues to fund these types of projects
- Paying for public assets over time provides for "intergenerational equity". The users of a facility will pay their fair share over time

Funding Sources

- **Park Development – $27 million**
  - Dunes City Park - $10 million
  - Glorya Jean Tate Park - $8 million
  - Preston Park - $6.5 million
  - Sea Haven Park - $1.8 million
  - Windy Hill Park - $1 million

Funding Sources

- **FORA and Escrow Bond $15 million**
  - Blight removal & renovation of former Fort Ord buildings
  - (Aquatics and Sports Centers)

- **Imjin Road Widening - $50 million**
  - State and Federal Grants

Funding Sources

- **City-wide Street Repair and Reconstruction - $13 million**
  - Measure-X leveraged for a revenue bond
- **Land Sales, Dunes Phases 2 & 3 - $14 million**
  - Del Monte Blvd. (Reindollar to Reservation) - $4 million
  - Capital projects, infrastructure, downtown improvements - $8 million

Public Opinion Survey

- FM3 Research will be conducting a new public opinion like previous survey conducted in 2022
- Begins mid-June
- Survey results to be shared with City Council on July 2nd
  - Quality of life
  - Need for additional City facilities
  - Support for additional funds to provide services
  - Support for GO bond at different levels
- Public outreach, education and engagement critical

Public Opinion Survey

- As of June 4:
  - 130 responses to online survey
  - 94 mail-in responses to online survey
- Survey results to be shared with City Council on July 2nd

Next Steps

- **Mid to late June:** 3rd resident mailer going out
- **June/July:** Stakeholder outreach
- Resolution of Necessity, Ordinance, and Resolution with ballot language
  - **July 23rd or July 30th** Special City Council meeting
- **August 7th meeting:** Adoption by City Council to file ballot measure

Next Steps

- **August 9**: Last day for City to file local measure with County Registrar of Voters
- **August 10-15:** Period to file primary arguments supporting or opposing measure
- **August 15:** Last day to file impartial analysis
- **August 16-22:** Period to file rebuttal arguments

Source: Monterey County Elections Department Calendar - November 5, 2024 General Election Key Dates

June 4, 2024 Item No. **13g**

Mayor and Members of the City Council

City Council Meeting of June 18, 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 September 28, 2023, the Planning Commission adopted Resolution 2023-18 recommending the City Council adopt an ordinance to codify regulations for mobile food vending and sidewalk vending. On December 5, 2023, the City Council adopted Ordinance No. 2023-15 to the Marina Municipal Code (MMC) adding Chapter 10.46[1] – *Mobile Food Vending and Sidewalk Vending* to Title 10 of the MMC.

UPDATE:
Applications for New Licenses. After adoption of the ordinance, staff sent an email to each of the 70± food businesses with active business licenses to let them know this service was now available. Even with this outreach, the City has not received any applications for a Mobile Food or Sidewalk Vending license and very few inquiries. Staff will continue to provide outreach through direct contact and social media.

Sidewalk Vending Enforcement. 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, who is bilingual in Spanish and English, and notified that both a City business license and a sidewalk vending license are required for them to operate, but none have endeavored to obtain the required license. When contacted, they typically pack up and leave that location only to relocate somewhere else. Per the Code, unlicensed operators are subject to enforcement under MMC Chapters 1.08, 1.10 and 1.12. Our code enforcement officer provides each sidewalk vendor with a handout in English and Spanish with a QR code link to the City's website.[2][3] The Community Development Department (CDD) has not received any complaints from residents or store management (including Walmart) about sidewalk vending.

As a result of not having issued any licenses, there is no update on the specific items that the Council stated that it would like to track at its December 2023 approval hearing:

- 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

[1] https://marina.municipal.codes/Code/10.46
[2] https://www.cityofmarina.org/DocumentCenter/View/14476/Sidewalk-Vendor-Application?bidId=
[3] https://www.cityofmarina.org/DocumentCenter/View/14477/Sidewalk-Vendor-Application---Spanish---05-14-2024?bidId=

Restrictions/Constraints in Ordinance Inhibiting Applications. Council members have expressed a concern that the ordinance may be too complicated or burdensome for applicants. As staff have not received inquiries from potential applicants, it is difficult to gauge whether or not this is an issue. The food service licensing through the County is very complicated and is likely more of a burden to prospective mobile food vendors. The City's ordinance is very similar to the City of Monterey's and staff considered several other jurisdictions' ordinances. The City's application to locate within the public road right-of-way is inexpensive and simple, but all require several food safety and service license from the County's Environmental Health, Consumer Health Protection Division[4].

CONCLUSION:

Staff will continue to advertise on the City's website, social media, and other available platforms that mobile food vending is allowed in the City of Marina and monitor establishments for the items of interest above.

Respectfully submitted,

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Alyson Hunter, AICP
Planning Services Manager
City of Marina

REVIEWED/CONCUR:

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Guido Persicone, AICP
Community Development Director
City of Marina

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Layne Long
City Manager
City of Marina

[4] https://www.countyofmonterey.gov/government/departments-a-h/health/environmental-health/consumer-health-protection