

RESOLUTION NO. 2024-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A STANDARD VOLUNTARY AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCE CONTROL AND PAY ASSOCIATED FEES AND APPROVING ADVERTISING AND CALL FOR BIDS FOR THE CITY OF MARINA BUILDINGS BLIGHT REMOVAL 2024 PROJECT.

WHEREAS, the closure of Fort Ord resulted in land being deeded to the City of Marina in an “as-is” condition. The land contains numerous buildings that served the former Army base which have deteriorated since 1994 and need to be removed as part of the land redevelopment. Some of the buildings are on property that the City will retain and must be removed or renovated for adaptive reuse. These include 62-65 barracks buildings on various locations and 260 duplex housing units on what was planned to be the Cypress Knolls development; and

WHEREAS, the Fort Ord Reuse Authority (FORA) sunset on June 30, 2020, FORA secured bond funding for blight removal prior to closure. Included in the bond funding are FORA bond trust funds allocated to the City amounting to \$8,561,968 and escrow bonds that are projected to generate \$6.5M in blight removal funding through 2025; and

WHEREAS, on September 15, 2020, October 27, 2020, and January 20, 2021, the City Council of the City of Marina adopted Resolution No. 2020-127, 2020-140 and 2021-11, respectively, receiving staff presentation on blight removal and blight removal projects and provides direction to staff on priorities for blight removal; and

WHEREAS, on May 4, 2021, the City Council passed Resolution No. 2021-42 approving amendment to the Program Management Services and Construction Management and Inspection between the City of Marina and Wallace Group, to add program management and construction management and inspection services for the execution of hazardous material abatement and blighted building removal projects; and

WHEREAS, on November 7, 2023, the City Council passed Resolution 2023-114 accepting the completion of the City Park Barracks and Cypress Knolls Building Blight Removal 2022 project, Phase 1 of the Barracks Blight Removal; and

WHEREAS, the three parcels, 031-221-009 (Location 1), 031-251-005 (Location 2) and 031-101-055 (Location 3), included in this project were part of the scope of the original Removal Action Work Plan (RAW; Northgate, 2006) for Soil Impacted by Lead-Based Paint at former Fort Ord, Marina, California. For these parcels to be used as residential lots, parks or for non-restricted use, the City must follow the approved remedy in the RAW from 2006 with the updated lead cleanup goal of 80 mg/kg; and

WHEREAS, the City must execute an SVA with the California Department of Toxic Substance Control (DTSC) and pay associated fees required for the City of Marina Buildings Blight Removal 2024 Project. The SVA is pursuant to Health and Safety Code section 79055(a)(1)(C), which authorizes DTSC to enter into an enforceable agreement to oversee investigation and/or remediation of a release or a threatened release of any hazardous substance at the site; and

WHEREAS, the purpose of this SVA is to allow the City to investigate, remediate and/or evaluate a release, a threatened release, or potential release of any hazardous substance at or from the site under the oversight of DTSC. The SVA also provides reimbursement to DTSC in the amount of \$55,514 for DTSC's oversight cost; and

WHEREAS, the Wallace Group was directed by the City to prepare bidding documents (plans, specifications, and estimates) for the City of Marina Buildings Blight Removal 2024 Project, Phase 2 of the Barracks Blight Removal. The goal for this project is for the abatement, proper removal, and disposal of the remaining nineteen barracks buildings, one fire station building and miscellaneous debris. There are three locations included in this project; Location 1 (13 bldgs.) located at Second Avenue and Third Street, Location 2 (6 bldgs.) located at Eleventh Street and Location 3 (fire station bldg.) located at 9th Street and California Avenue. Site plans are shown in **Exhibits B and C**; and

WHEREAS, on May 6, 2024 the City Tree Committee adopted Resolution 2024-02, **Exhibit D**, for the removal of twenty-two trees and three (3) potential removals on three locations for the blight removal. Conditions of Approval, "Exhibit B" and "Arborist Report, Exhibit C" are as shown on the Tree Committee Resolution 2024-02; and

WHEREAS, sufficient funding for this action has been allocated in Capital Improvement Project HSF2101 for Barracks Blight Removal with a funding balance amount to date of \$2,386,240.41.

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

1. Authorized the City Manager, or his designee, to enter into a Standard Voluntary Agreement (SVA) with the California Department of Toxic Substance Control (DTSC), **Exhibit A**, and pay associated fees for the execution for the City Marina Buildings Blight Removal 2024 Project, and
2. Approved advertising and call for bids for the City Marina Buildings Blight Removal 2024 Project.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 21st day of May 2024, by the following vote:

AYES: COUNCIL MEMBERS: McAdams, McCarthy, Biala, Visscher

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Delgado

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Liesbeth Visscher, Mayor Pro Tem

Anita Sharp, Deputy City Clerk

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

City of Marina Blight Removal 2024
Marina, California 93933

Proponent:

City of Marina
209 Cypress Avenue
Marina, California 93933

Docket No. HSA-FY23/24-122

Standard Voluntary Agreement

Health and Safety Code
Section 79055(a)(1)(C)

The California Department of Toxic Substances Control (DTSC) and City of Marina (Proponent) enter into this Standard Voluntary Agreement (Agreement) and agree as follows:

1. Sites. This Agreement applies to several properties located in the former Fort Ord within the City of Marina in California (Sites), and any offsite areas to which hazardous substances have, or may have, migrated from these Sites. A list of the Sites currently included in this Agreement, along with locational information, is provided in Exhibit A. The specific physical description of each Site shall be incorporated into individual Site documents. Site location maps and Site diagrams for Sites currently included in this Agreement are provided in Exhibit B. Additional Sites may be added to this Agreement as proposed by the Proponent and acknowledged by DTSC in accordance with Sections 7 and 18.

2. Jurisdiction. This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code section 79055(a)(1)(C), which authorizes DTSC to enter into an enforceable agreement to oversee investigation and/or remediation of a release or a threatened release of any hazardous substance at or from the Site.

3. Purpose. The purpose of this Agreement is for Proponent to investigate, remediate, and/or evaluate a release, a threatened release, or a potential release of any hazardous substance at or from the Site under the oversight of DTSC. The purpose of this Agreement is also for DTSC to obtain reimbursement from Proponent for DTSC's oversight costs incurred pursuant to this Agreement.

4. Ownership and Notification.

4.1. The Sites are owned by the City of Marina.

4.2. Prior to DTSC providing oversight or review or comment on any document, Proponent shall provide DTSC with all of the following: (a) proof of the identity of all current record owners of fee title to the Site and their mailing addresses;

(b) written evidence that the owners of record have been sent a notice that describes the actions completed or proposed by Proponent; and (c) an acknowledgment of the receipt of the notice required in subparagraph (b) from the property owners or proof that Proponent has made reasonable efforts to deliver the notice to the property owner and was unable to do so.

4.3. Proponent shall notify DTSC of any changes in ownership of the Site subsequent to the Effective Date of this Agreement and provide written evidence that Proponent notified the new owner(s) of record of the actions completed or proposed by Proponent under this Agreement.

5. Substances Found at the Site. Based on the information available to DTSC and Proponent, the Site is or may be contaminated with hazardous substances, including lead.

6. Scope of Work and DTSC Oversight. DTSC shall review and provide Proponent with written comments on all Proponent's deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. Proponent agrees to perform all the work required by this Agreement. Proponent shall perform the work in accordance with applicable local, state, and federal statutes, regulations, ordinances, rules, and guidance documents, in particular, Health and Safety Code section 78000 et seq., as amended.

7. Additional Activities and Sites. DTSC and Proponent may amend this Agreement to include additional activities or Sites, in accordance with Paragraph 18 of this Agreement. If DTSC expects to incur additional oversight costs for these additional activities or Sites, it will provide an estimate of the additional oversight costs to Proponent.

8. Endangerment During Implementation.

8.1 Proponent shall notify DTSC's Project Manager immediately upon learning of any condition that may pose an immediate threat to public health or safety or the environment. Within seven days of the onset of such a condition, Proponent shall furnish a report to DTSC, signed by Proponent's Project Manager, setting forth the conditions and events that occurred and the measures taken in response thereto.

8.2 In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order Proponent to conduct additional activities in accordance with Paragraph 7 of this Agreement or to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment. DTSC may request that Proponent

implement interim measures to address any immediate threat or imminent or substantial endangerment.

9. Access. Proponent shall provide, and/or obtain access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement the Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.

10. Sampling, Data and Document Availability. When requested by DTSC, Proponent shall make available for DTSC's inspection, and shall provide copies of, all data and information concerning contamination at or from the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement. For all final reports, Proponent shall submit one hard (paper) copy and one electronic copy with all applicable signatures and certification stamps as a text-readable Portable Document Format (pdf) file compatible with Adobe Acrobat or a formatted file compatible with Microsoft Word. Proponent shall provide the electronic copy via EnviroStor's Electronic Submittal of Information (ESI) portal unless otherwise instructed by DTSC. Additionally, Proponent shall upload sampling data to the ESI portal in the Electronic Deliverable Format (EDF). Proponent shall provide the electronic copy via EnviroStor's ESI portal unless otherwise instructed by DTSC. Additionally, Proponent shall upload sampling data to the ESI portal in the EDF.

11. Photographs and Drawings. Upon request by DTSC, Proponent shall provide DTSC with photographs Proponent has in its possession of the Site and activities at the Site, as well as drawings Proponent has in its possession in connection with redevelopment plans for the Site. Proponent shall allow DTSC to take photographs of the Site, including activities at the Site, whenever DTSC accesses the Site pursuant to Paragraph 9. Proponent grants DTSC the right to distribute, transmit, publish, or copy, in any medium, either in whole or in part, the photographs or drawings DTSC obtains pursuant to this paragraph for any use, including, but not limited to, project documentation, public outreach, web and social media content, and marketing materials. This paragraph does not apply to drawings that contain confidential business information.

12. Record Preservation. Proponent shall retain, during the implementation of this Agreement and for a minimum of six years after its termination, all data, reports, and other documents that relate to the performance of this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, Proponent shall either comply with the request, deliver the documents to DTSC, or permit DTSC to copy the documents at Proponent's expense prior to destruction.

13. Notification of Field Activities. Proponent shall inform DTSC at least seven days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Proponent pursuant to this Agreement.

14. Project Managers. Within 14 days of the effective date of this Agreement, DTSC and Proponent shall each designate a Project Manager and shall notify each other in writing of the Project Manager selected. The Proponent's Project Manager shall have the technical expertise in project management, regulatory compliance, and hazardous substance site investigation and remediation sufficient to fulfill his or her responsibilities. Each Project Manager shall be responsible for overseeing the implementation of this Agreement and for designating a person to act in their absence. All communications between DTSC and Proponent, and all notices, documents, and correspondence concerning the activities performed pursuant to this Agreement shall be directed through the Project Managers. Each party may change its Project Manager with at least seven days prior written notice.

15. Proponent's Consultant and Contractor. All engineering work performed pursuant to this Agreement shall be under the direction and supervision of a registered professional engineer licensed in California, with expertise in hazardous substance site investigation and remediation. All geological work performed pursuant to this Agreement shall be under the direction and supervision of a registered professional geologist licensed in California, with expertise in hazardous substance site investigation and remediation. Proponent's contractors and consultants shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Agreement, Proponent shall notify DTSC's Project Manager in writing of the name, title, and qualifications of the registered professional engineer and/or professional geologist and of any contractors or consultants and their personnel to be used in carrying out the work under this Agreement in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

16. DTSC Review and Approval. All work performed pursuant to this Agreement is subject to DTSC's review and approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) return comments to Proponent with recommended changes and a date by which the Proponent must submit to DTSC a revised document incorporating or addressing the recommended changes; or (b) modify the document in consultation with Proponent and approve the document as modified. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to Proponent in writing by DTSC's Branch Chief or their designee. No informal advice, guidance, suggestions, or comments by DTSC regarding reports, plans, specifications,

schedules, or any other writings by the Proponent shall be construed to relieve Proponent of the obligation to obtain such written approvals.

17. Payment.

17.1 Proponent is required to pay (a) all costs incurred by DTSC in association with preparation of this Agreement, and for oversight activities, including review of documents, conducted prior to the effective date of this Agreement; and (b) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents and activities described in Exhibit C, associated documents, and oversight of field activities. Costs incurred include interest on unpaid amounts that are billed and outstanding more than 60 days from the date of the invoice.

17.2 An estimate of DTSC's oversight costs is attached as Exhibit D. It is understood by the parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure. DTSC may provide an adjusted cost estimate as the work progresses. Prior to adjusting the cost estimate, DTSC will provide Proponent with a written notice and a detailed explanation of the change to the cost estimate. DTSC will bill Proponent quarterly. Proponent agrees to make payment within 30 days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by Proponent.

17.3 In anticipation of oversight activities to be conducted, Proponent shall make an advance payment of \$27,757 to DTSC no later than 10 days after this Agreement is fully executed. It is expressly understood and agreed that DTSC's receipt of the entire advance payment as provided in this paragraph is a condition precedent to DTSC's obligation to provide oversight and review of or comment on documents. DTSC will draw-down from the advance payment, which will be documented in DTSC's invoice. When the advance payment is depleted, DTSC will continue to request payment through the invoice process.

17.4 All payments made by Proponent pursuant to this Agreement shall be by check payable to the "Department of Toxic Substances Control" and bearing on its face the project code for the Site (Site # 102548-11) and the docket number HSA-FY23/24-122 of this Agreement. Upon request by Proponent, DTSC may accept payments made by credit cards or electronic funds transfer. Payments by check shall be sent to:

Accounting Office
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Project Manager.

17.5 DTSC shall retain all cost records associated with the work performed under this Agreement as may be required by state law. DTSC will make all documents that support DTSC's cost determination available for inspection upon request in accordance with the California Public Records Act, Government Code section 7920 et seq.

17.6 In addition to direct costs incurred by DTSC, DTSC also bills its indirect costs associated with direct staff costs. Such indirect costs are only applied to DTSC direct labor costs and not to DTSC contractor costs or DTSC staff travel costs. DTSC calculates separate indirect cost rates (salary/benefits and general operating costs) for each of its major programs (Site Mitigation and Restoration, Hazardous Waste Management, and Safer Products and Workplaces Programs). Because the ratio of direct to indirect costs varies among DTSC's various programs, the indirect cost rates associated with those programs will also vary. Pursuant to Health and Safety Code section 25269.4, DTSC calculates and updates its indirect cost rates every six months. These indirect rates are reflected in the Cost Estimate in Exhibit D.

18. Amendments. This Agreement may be amended in writing by mutual agreement of DTSC and Proponent. Such amendment shall be effective three business days after the date of signature by DTSC's authorized representative after the amendment is first signed by Proponent's authorized representative. The parties may agree to a different effective date.

19. Termination for Convenience.

19.1 Except as otherwise provided in this paragraph, each party to this Agreement reserves the right to unilaterally terminate this Agreement for any reason. Termination may be accomplished by giving a 30-day advance written notice of the election to terminate this Agreement to the other party. In the event that this Agreement is terminated under this paragraph, Proponent shall be responsible for DTSC's costs through the effective date of termination.

19.2 If operation and maintenance activities are required for the final remedy, Proponent may not terminate the Agreement under Paragraph 19.1 upon DTSC's approval of an Operation and Maintenance Plan as proposed by Proponent, unless an Operation and Maintenance Agreement is entered into between DTSC and Proponent or between DTSC and a party responsible for the required operation and maintenance activities.

20. Calendar of Tasks and Schedules. The attached Exhibit E (Calendar of Tasks and Schedules) is merely for the convenience of listing in one location the submittals required by this Agreement. The Calendar of Tasks and Schedules lists activities specific to this project based on the available information. DTSC and Proponent shall make a reasonable effort to complete the activity within the schedule

outlined in Exhibit E. A schedule for each related activity shall be established as part of this Agreement.

If Proponent is unable to meet the activity's schedule, Proponent will notify DTSC's Project Manager 10 days prior to the scheduled action or submittal date. If DTSC is unable to meet the activity's schedule, DTSC will notify Proponent 10 days prior to the scheduled action or submittal date.

21. Incorporation of Exhibits, Plans and Reports. All exhibits are incorporated into this Agreement by reference. All plans, schedules, and reports that require DTSC's approval, and are submitted by Proponent pursuant to this Agreement, are incorporated in this Agreement upon DTSC's approval.

22. Reservation of Rights. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies under applicable laws to protect public health or the environment, including the right to recover its costs incurred therefor. Proponent reserves all of its statutory and regulatory rights, defenses, and remedies available under applicable laws.

23. Non-Admission of Liability. By entering into this Agreement, Proponent does not admit to any finding of fact or conclusion of law set forth in this Agreement or any fault or liability under applicable laws.

24. Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a covenant not to sue, or release or satisfaction from liability by DTSC for any condition or claim arising as a result of Proponent's past, current, or future operations or ownership of the Site.

25. Government Liabilities. The State of California or DTSC shall not be liable for any injuries or damages to persons or the Site resulting from acts or omissions by Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California or DTSC be held as a party to any contract entered into by Proponent or its agents in carrying out the activities pursuant to this Agreement.

26. Third Party Actions. In the event that Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, Proponent shall notify DTSC in writing within 10 days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

27. California Law. This Agreement shall be governed, performed, and interpreted under the laws of the State of California.

28. Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining provisions of the Agreement.

29. Parties Bound. This Agreement applies to and is binding, jointly and severally, upon Proponent and its agents, receivers, trustees, successors and assignees, and upon DTSC and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement. Proponent shall ensure that its contractors, subcontractors and agents receive a copy of this Agreement and comply with this Agreement.

30. Effective Date. The effective date of this Agreement is the date of signature by DTSC's authorized representative after this Agreement is first signed by Proponent's authorized representative. Except as otherwise specified, "days" means calendar days.

31. Representative Authority. Each undersigned representative of the party to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the party to this Agreement.

32. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document. This Agreement and documents related to it may be executed and transmitted by facsimile or pdf copy, which copies shall be deemed to be, and utilized in all respects as, an original. However, Proponent must provide the wet-inked signed original of each counterpart to DTSC by mail within 14 calendar days of signing.

 Dominique Forrester, P.E.
 Acting Branch Chief
 Site Mitigation and Restoration Program
 Department of Toxic Substances Control

Date: _____

 Layne Long
 City Manager
 City of Marina

Date: _____

LIST OF EXHIBITS TO THE AGREEMENT

EXHIBIT A: SITE LIST

EXHIBIT B: SITE LOCATION MAPS AND DIAGRAMS

EXHIBIT C: SCOPE OF WORK

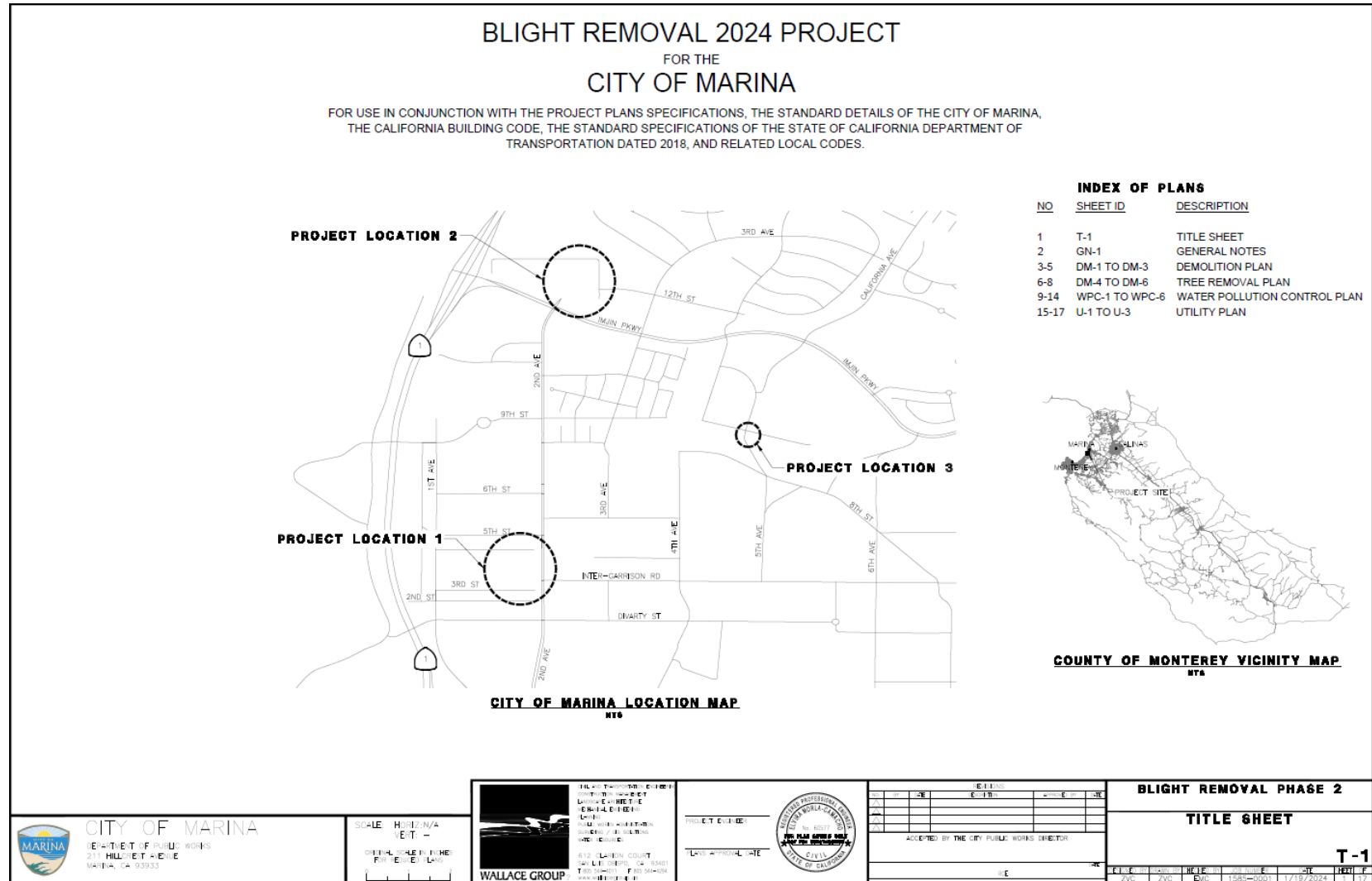
EXHIBIT D: COST ESTIMATE FOR DTSC OVERSIGHT SERVICES

EXHIBIT E: CALENDAR OF TASKS AND SCHEDULE

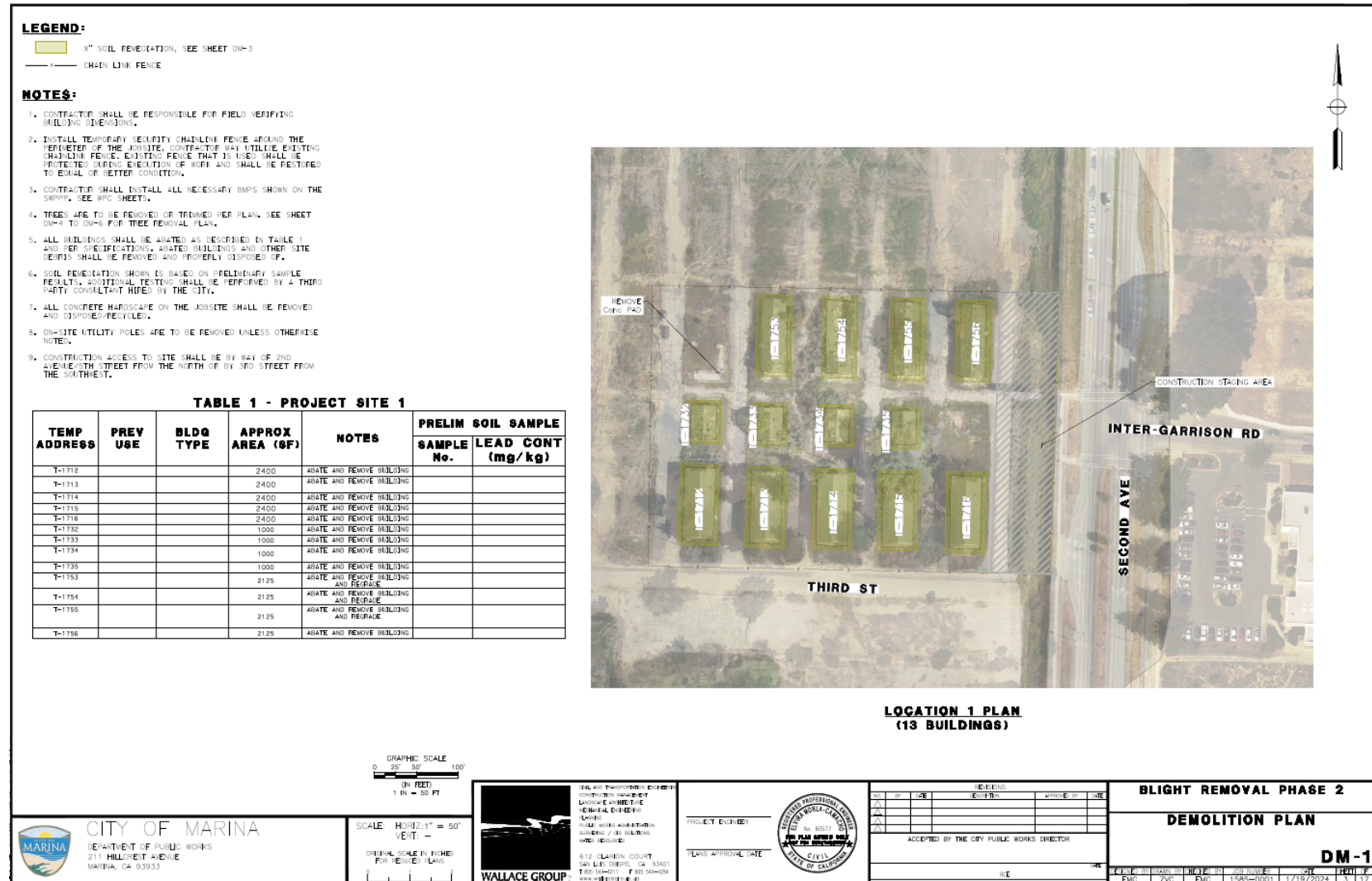
EXHIBIT A
SITE LIST

SITE NAME	ADDRESS	ASSESSOR'S PARCEL NUMBERS (APNs)	APPROXIMATE SITE AREA (IN ACRES)	SITE CODE
Site 1 (Park)	West of intersection of 2nd Avenue and 3 rd Street (Inter-Garrison Road)	031-221-009-000	4	102548-11
Site 2 (Offices)	Northwest of intersection of 11th Street and 12th Street	031-251-005-000	1.3	102548-11
Site 3 (Open Space)	Southeast of intersection of 9th Avenue and 5th Avenue (California Avenue)	Portion of 031-101-055-000	0.5	102548-11

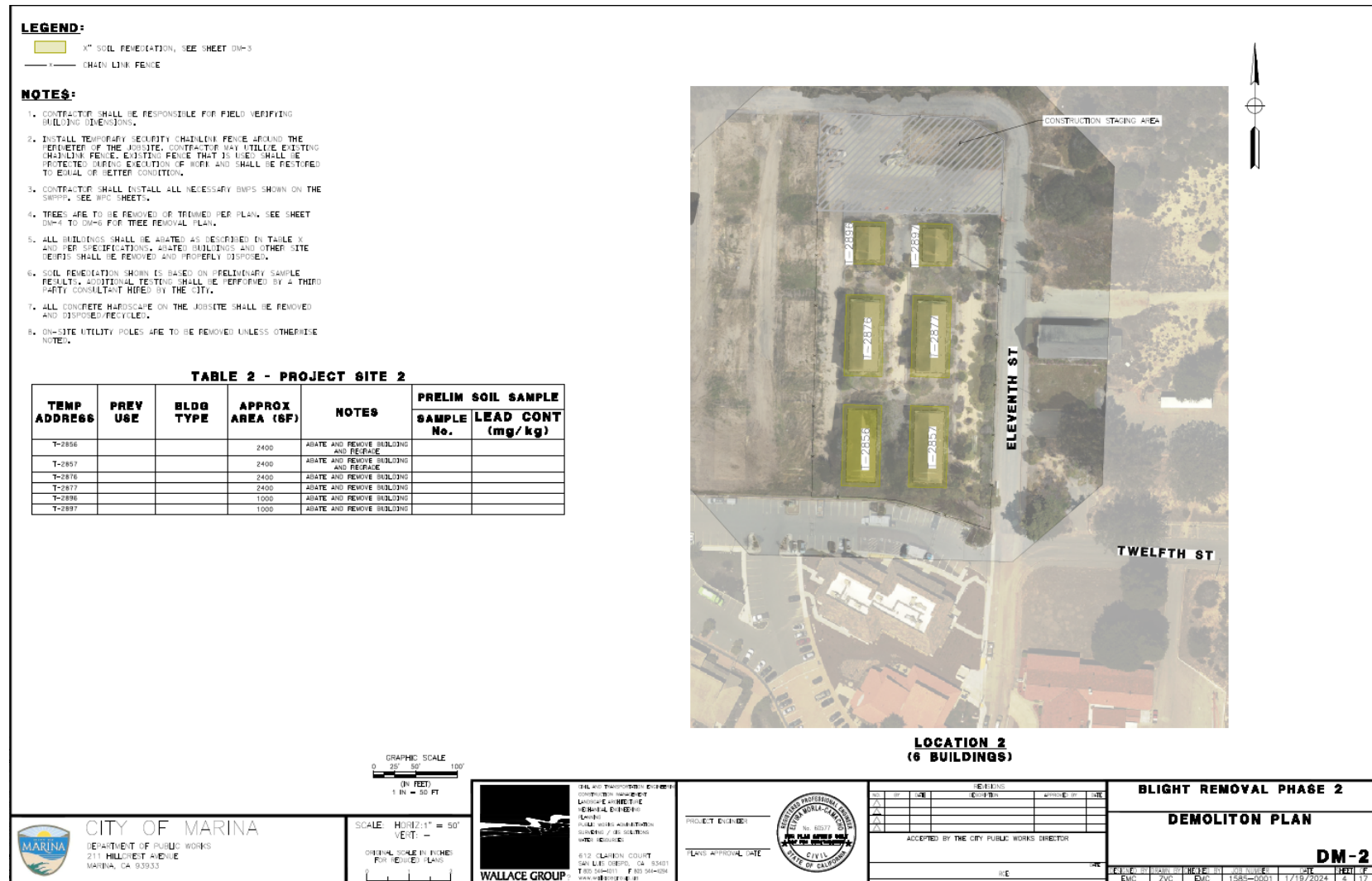
EXHIBIT B SITE LOCATION MAPS AND DIAGRAMS



SITE 1 (PARK)



SITE 2 (OFFICES)



SITE 3 (OPEN SPACE)

LEGEND:

■ 6" SOIL REMEDIATION, SEE SHEET SOIL REMEDIATION
DETAIL ON THIS SHEET

— X — CHAIN LINK FENCE

NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING BUILDING DIMENSIONS.
2. INSTALL TEMPORARY SECURITY CHAINLINK FENCE AROUND THE PERIMETER OF THE JOBSITE. CONTRACTOR MAY UTILIZE EXISTING CHAINLINK FENCE, EXISTING FENCE THAT IS USED SHALL BE PROTECTED DURING EXECUTION OF WORK AND SHALL BE RESTORED TO EQUAL OR BETTER CONDITION.
3. CONTRACTOR SHALL INSTALL ALL NECESSARY BMPs SHOWN ON THE SWPPP, SEE WPC SHEETS.
4. TREES ARE TO BE REMOVED OR TRIMMED PER PLAN. SEE SHEET DM-4 TO DM-6 FOR TREE REMOVAL PLAN.
5. ALL BUILDINGS SHALL BE ABATED AS DESCRIBED IN TABLE 3 AND PER SPECIFICATIONS. ABATED BUILDINGS AND OTHER SITE DEBRIS SHALL BE REMOVED AND PROPERLY DISPOSED.
6. SOIL REMEDIATION SHOWN IS BASED ON PRELIMINARY SAMPLE RESULTS. ADDITIONAL TESTING SHALL BE PERFORMED BY A THIRD PARTY CONSULTANT HIRED BY THE CITY.

TABLE 3 - PROJECT SITE 3

TEMP ADDRESS	PREV USE	BLDG TYPE	APPROX AREA (SF)	NOTES	PRELIM SOIL SAMPLE	
					SAMPLE No.	LEAD CONT (mg/kg)
T-3990			2740	ABATE AND REMOVE BUILDING		

**LOCATION 3
(1 BUILDING)**

SOIL REMEDIATION LAYOUT (Typ)

1" = 20'

GRAPHIC SCALE
0 15' 30' 60'
(IN FEET)
1 IN = 30 FT

SCALE: HORIZ: 1" = 30'
VERT: —

ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS
211 HILLCREST AVENUE
MARINA, CA 93933

WALLACE GROUP
CIVIL AND TRANSPORTATION ENGINEERING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECTURE
MECHANICAL ENGINEERING
PLUMBING
PUBLIC WORKS ADMINISTRATION
SURVEYING / GIS SOLUTIONS
WATER RESOURCES

612 CLARION COURT
SAN LUIS OBISPO, CA 93401
TEL 541-451-1111 FAX 541-451-4254
WWW.WALLACEGROUP.COM

REVISIONS

NO.	DATE	DESCRIPTION	APPROVED BY	DATE
1				
2				
3				
4				
5				

ACCEPTED BY THE CITY PUBLIC WORKS DIRECTOR

PROJECT ENGINEER

PLANS APPROVAL DATE

**BLIGHT REMOVAL PHASE 2
DEMOLITION PLAN**

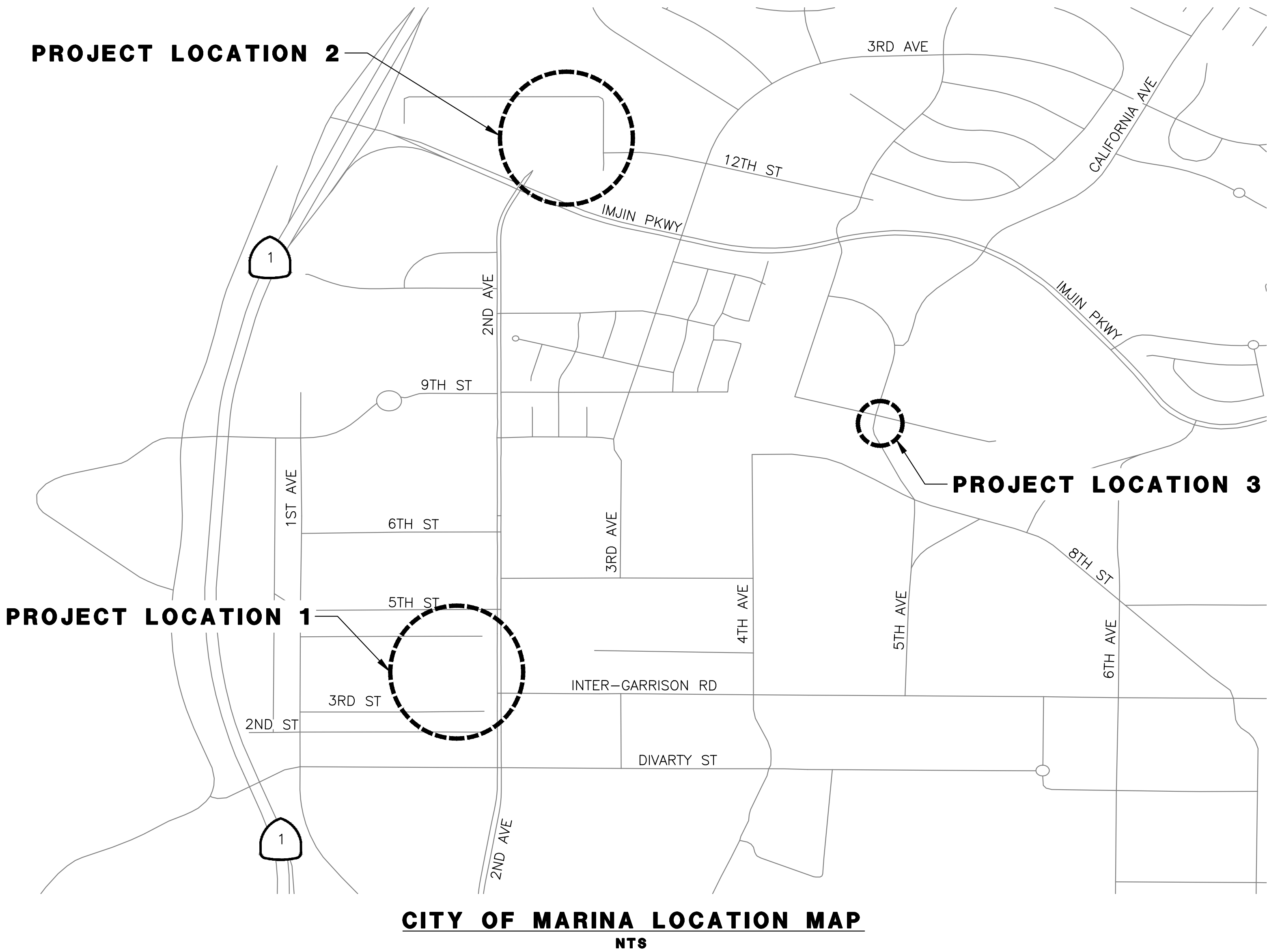
DM-3

DESIGNED BY: [NAME] CHECKED BY: [NAME] DATE: [DATE]
DRAWN BY: [NAME] DATE: [DATE]
SCALE: [SCALE]

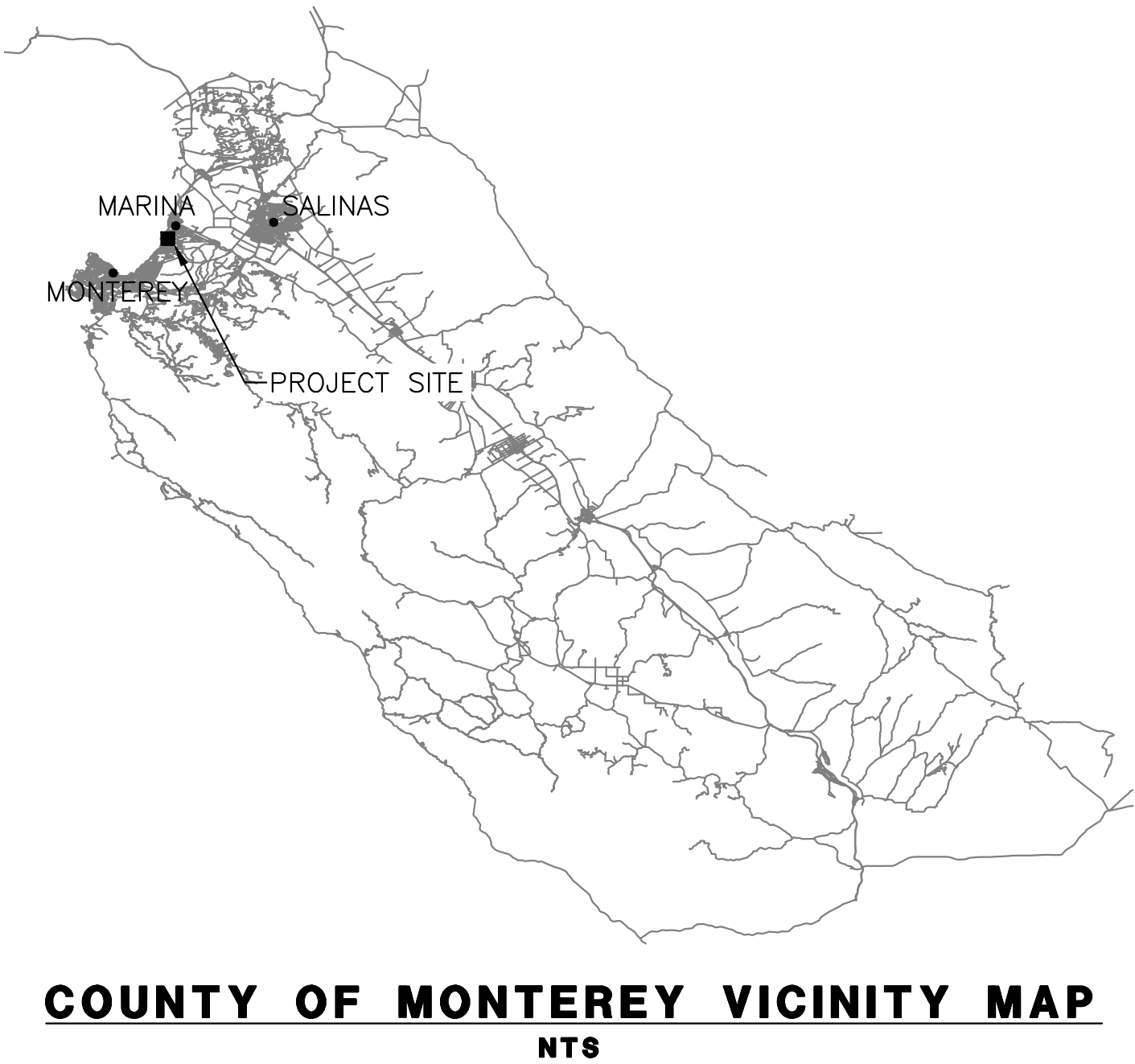
BUILDINGS BLIGHT REMOVAL 2024 PROJECT
FOR THE
CITY OF MARINA

EXHIBIT B

FOR USE IN CONJUNCTION WITH THE PROJECT PLANS SPECIFICATIONS, THE STANDARD DETAILS OF THE CITY OF MARINA,
THE CALIFORNIA BUILDING CODE, THE STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION DATED 2018, AND RELATED LOCAL CODES.



INDEX OF PLANS		
NO	SHEET ID	DESCRIPTION
1	T-1	TITLE SHEET
2	GN-1	GENERAL NOTES
3-5	DM-1 TO DM-3	DEMOLITION PLAN
6-8	DM-4 TO DM-6	TREE REMOVAL PLAN
9-14	WPC-1 TO WPC-5	WATER POLLUTION CONTROL PLAN
15-17	U-1 TO U-3	UTILITY PLAN

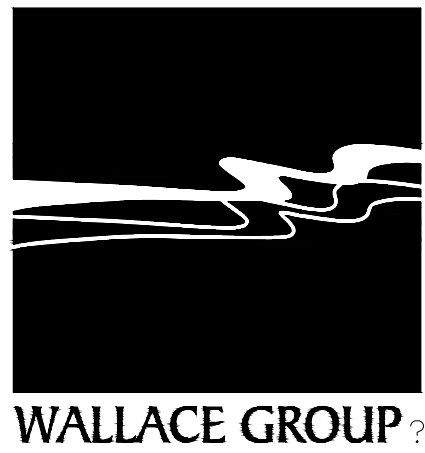


FILE NAME: 1585-0001-00_TTL.dwg
PLOT DATE: 5/14/2024 1:57 PM BY: ZACH CAMPANG



CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS
211 HILLCREST AVENUE
MARINA, CA 93933

SCALE: HORIZ:N/A
VERT: -
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS
0 1 2



CIVIL AND TRANSPORTATION ENGINEERING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECTURE
MECHANICAL ENGINEERING
PLANNING
PUBLIC WORKS ADMINISTRATION
SURVEYING / GIS SOLUTIONS
WATER RESOURCES
612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011 F 805 544-4294
www.wallacegroup.us

PROJECT ENGINEER

PLANS APPROVAL DATE



REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE
△					
△					
△					
△					
ACCEPTED BY THE CITY PUBLIC WORKS DIRECTOR					
RCE:					DATE

LEGEND:

- 9" SOIL REMEDIATION, SEE SHEET DM-3
- CHAIN LINK FENCE

NOTES:

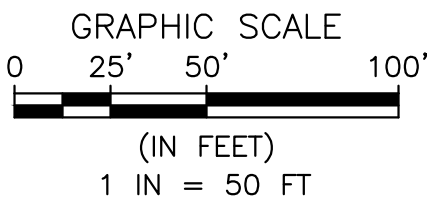
1. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING BUILDING DIMENSIONS.
2. INSTALL TEMPORARY SECURITY CHAINLINK FENCE AROUND THE PERIMETER OF THE JOBSITE. CONTRACTOR MAY UTILIZE EXISTING CHAINLINK FENCE. EXISTING FENCE THAT IS USED SHALL BE PROTECTED DURING EXECUTION OF WORK AND SHALL BE RESTORED TO EQUAL OR BETTER CONDITION.
3. CONTRACTOR SHALL INSTALL ALL NECESSARY BMPs SHOWN ON THE SWPPP. SEE WPC SHEETS.
4. TREES ARE TO BE REMOVED OR TRIMMED PER PLAN. SEE SHEET DM-4 TO DM-6 FOR TREE REMOVAL PLAN.
5. ALL BUILDINGS SHALL BE ABATED AS DESCRIBED IN TABLE 1 AND PER SPECIFICATIONS. ABATED BUILDINGS AND OTHER SITE DEBRIS SHALL BE REMOVED AND PROPERLY DISPOSED OF.
6. SOIL REMEDIATION SHOWN IS BASED ON PRELIMINARY SAMPLE RESULTS. ADDITIONAL TESTING SHALL BE PERFORMED BY A THIRD PARTY CONSULTANT HIRED BY THE CITY.
7. ALL CONCRETE HARDSCAPE ON THE JOBSITE SHALL BE REMOVED AND DISPOSED/RECYCLED.
8. ON-SITE UTILITY POLES ARE TO BE REMOVED UNLESS OTHERWISE NOTED.
9. CONSTRUCTION ACCESS TO SITE SHALL BE BY WAY OF 2ND AVENUE/5TH STREET FROM THE NORTH OR BY 3RD STREET FROM THE SOUTHWEST.

TABLE 1 - PROJECT SITE 1

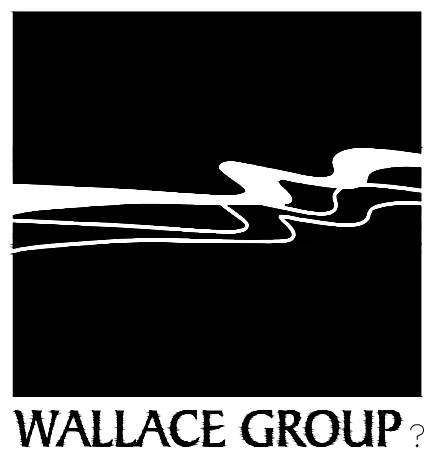
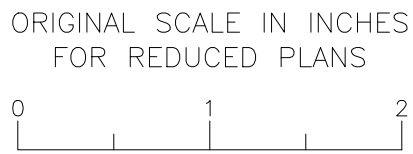
TEMP ADDRESS	PREV USE	BLDG TYPE	APPROX AREA (SF)	NOTES	PRELIM SOIL SAMPLE	
					SAMPLE No.	LEAD CONT (mg/ kg)
T-1712			2400	ABATE AND REMOVE BUILDING		
T-1713			2400	ABATE AND REMOVE BUILDING		
T-1714			2400	ABATE AND REMOVE BUILDING		
T-1715			2400	ABATE AND REMOVE BUILDING		
T-1716			2400	ABATE AND REMOVE BUILDING		
T-1732			1000	ABATE AND REMOVE BUILDING		
T-1733			1000	ABATE AND REMOVE BUILDING		
T-1734			1000	ABATE AND REMOVE BUILDING		
T-1735			1000	ABATE AND REMOVE BUILDING		
T-1753			2125	ABATE AND REMOVE BUILDING AND REGRADE		
T-1754			2125	ABATE AND REMOVE BUILDING AND REGRADE		
T-1755			2125	ABATE AND REMOVE BUILDING AND REGRADE		
T-1756			2125	ABATE AND REMOVE BUILDING		



LOCATION 1 PLAN
(13 BUILDINGS)



SCALE: HORIZ: 1" = 50'
VERT: -



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612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011 F 805 544-4294
www.wallacegroup.us

PROJECT ENGINEER

PLANS APPROVAL DATE



REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE
ACCEPTED BY THE CITY PUBLIC WORKS DIRECTOR					
RCE: _____ DATE _____					

CITY OF MARINA BUILDINGS
BLIGHT REMOVAL 2024
DEMOLITION PLAN

DM-1

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	DATE	SHEET	OF
EMC	ZVC	EMC	1585-0001	1/19/2024	3	17

LEGEND:

- 9" SOIL REMEDIATION, SEE SHEET DM-3
- CHAIN LINK FENCE

NOTES:

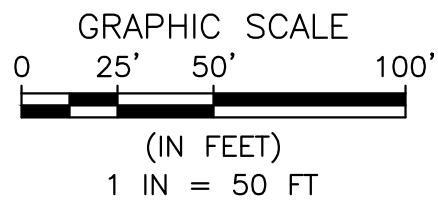
1. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING BUILDING DIMENSIONS.
2. INSTALL TEMPORARY SECURITY CHAINLINK FENCE AROUND THE PERIMETER OF THE JOBSITE. CONTRACTOR MAY UTILIZE EXISTING CHAINLINK FENCE. EXISTING FENCE THAT IS USED SHALL BE PROTECTED DURING EXECUTION OF WORK AND SHALL BE RESTORED TO EQUAL OR BETTER CONDITION.
3. CONTRACTOR SHALL INSTALL ALL NECESSARY BMPs SHOWN ON THE SWPPP. SEE WPC SHEETS.
4. TREES ARE TO BE REMOVED OR TRIMMED PER PLAN. SEE SHEET DM-4 TO DM-6 FOR TREE REMOVAL PLAN.
5. ALL BUILDINGS SHALL BE ABATED AS DESCRIBED IN TABLE X AND PER SPECIFICATIONS. ABATED BUILDINGS AND OTHER SITE DEBRIS SHALL BE REMOVED AND PROPERLY DISPOSED.
6. SOIL REMEDIATION SHOWN IS BASED ON PRELIMINARY SAMPLE RESULTS. ADDITIONAL TESTING SHALL BE PERFORMED BY A THIRD PARTY CONSULTANT HIRED BY THE CITY.
7. ALL CONCRETE HARDSCAPE ON THE JOBSITE SHALL BE REMOVED AND DISPOSED/RECYCLED.
8. ON-SITE UTILITY POLES ARE TO BE REMOVED UNLESS OTHERWISE NOTED.

TABLE 2 - PROJECT SITE 2

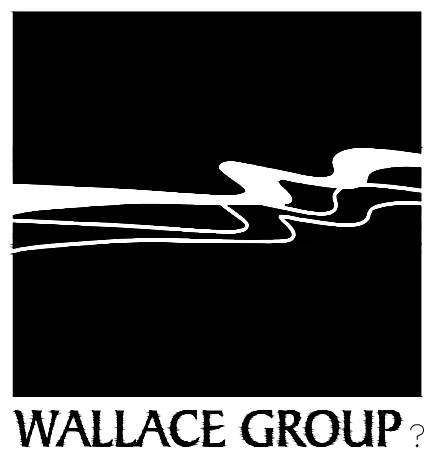
TEMP ADDRESS	PREV USE	BLDG TYPE	APPROX AREA (SF)	NOTES	PRELIM SOIL SAMPLE	
					SAMPLE No.	LEAD CONT (mg/ kg)
T-2856			2400	ABATE AND REMOVE BUILDING AND REGRADE		
T-2857			2400	ABATE AND REMOVE BUILDING AND REGRADE		
T-2876			2400	ABATE AND REMOVE BUILDING		
T-2877			2400	ABATE AND REMOVE BUILDING		
T-2896			1000	ABATE AND REMOVE BUILDING		
T-2897			1000	ABATE AND REMOVE BUILDING		



LOCATION 2
(6 BUILDINGS)



SCALE: HORIZ:1" = 50'
VERT: -



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www.wallacegroup.us

PROJECT ENGINEER

PLANS APPROVAL DATE



REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE
1					
2					
3					
4					
ACCEPTED BY THE CITY PUBLIC WORKS DIRECTOR					
RCE: _____ DATE _____					

CITY OF MARINA BUILDINGS
BLIGHT REMOVAL 2024
DEMOLITON PLAN

DM-2

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	DATE	SHEET	OF
EMC	ZVC	EMC	1585-0001	1/19/2024	4	17

FILE NAME: 1585-0001-00 DEMO.dwg
PLOT DATE: 5/14/2024 1:58 PM
BY: ZACH CAMPANG

LEGEND:

- 9" SOIL REMEDIATION, SEE SHEET SOIL REMEDIATION
DETAIL ON THIS SHEET
- x

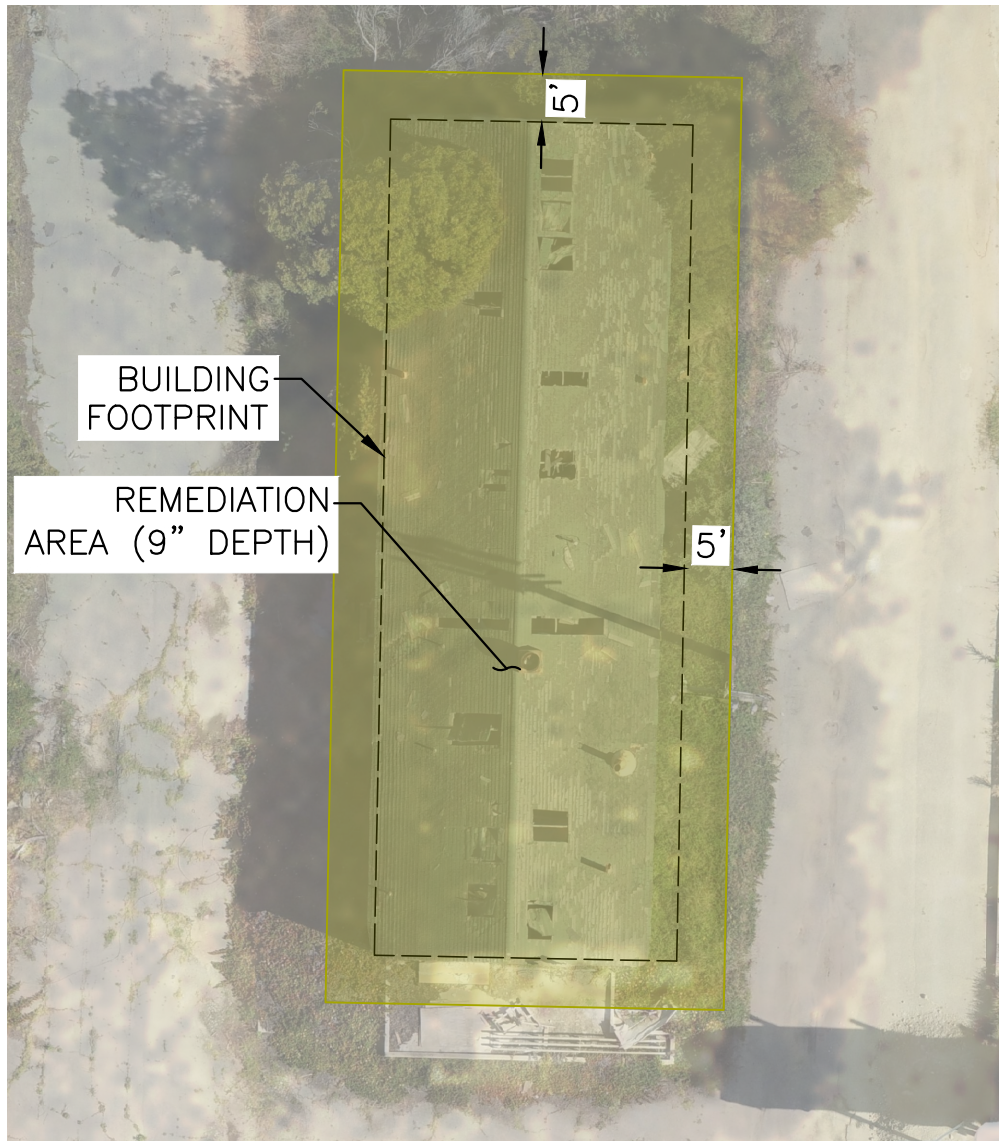
CHAIN LINK FENCE

NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING BUILDING DIMENSIONS.
2. INSTALL TEMPORARY SECURITY CHAINLINK FENCE AROUND THE PERIMETER OF THE JOBSITE. CONTRACTOR MAY UTILIZE EXISTING CHAINLINK FENCE. EXISTING FENCE THAT IS USED SHALL BE PROTECTED DURING EXECUTION OF WORK AND SHALL BE RESTORED TO EQUAL OR BETTER CONDITION.
3. CONTRACTOR SHALL INSTALL ALL NECESSARY BMPS SHOWN ON THE SWPPP. SEE WPC SHEETS.
4. TREES ARE TO BE REMOVED OR TRIMMED PER PLAN. SEE SHEET DM-4 TO DM-6 FOR TREE REMOVAL PLAN.
5. ALL BUILDINGS SHALL BE ABATED AS DESCRIBED IN TABLE 3 AND PER SPECIFICATIONS. ABATED BUILDINGS AND OTHER SITE DEBRIS SHALL BE REMOVED AND PROPERLY DISPOSED.
6. SOIL REMEDIATION SHOWN IS BASED ON PRELIMINARY SAMPLE RESULTS. ADDITIONAL TESTING SHALL BE PERFORMED BY A THIRD PARTY CONSULTANT HIRED BY THE CITY.

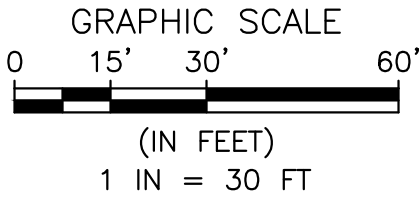
TABLE 3 - PROJECT SITE 3

TEMP ADDRESS	PREV USE	BLDG TYPE	APPROX AREA (SF)	NOTES	PRELIM SOIL SAMPLE	
					SAMPLE No.	LEAD CONT (mg/ kg)
T-3132			2740	ABATE AND REMOVE BUILDING		

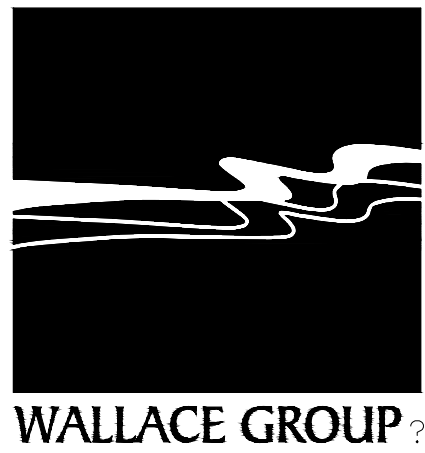


SOIL REMEDIATION LAYOUT (Typ)

1" = 20'



SCALE: HORIZ: 1" = 30'
VERT: -



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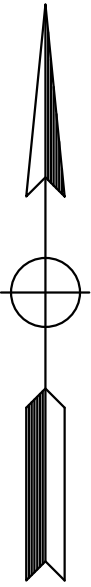
PROJECT ENGINEER

PLANS APPROVAL DATE



REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE
1					
2					
3					
4					
ACCEPTED BY THE CITY PUBLIC WORKS DIRECTOR					
RCE:					

EXHIBIT C



LOCATION 3
(1 BUILDING)



CITY OF MARINA
DEPARTMENT OF PUBLIC WORKS
211 HILLCREST AVENUE
MARINA, CA 93933

CITY OF MARINA BUILDINGS
BLIGHT REMOVAL 2024
DEMOLITION PLAN

DM-3

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	DATE	SHEET	OF
EMC	ZVC	EMC	1585-0001	1/19/2024	5	17

EXHIBIT C SCOPE OF WORK

The following tasks may be completed as part of this Agreement:

TASK 1 Document Review

Proponent will submit to DTSC available background information, environmental assessment reports, and any other information pertinent to the hazardous substance management, release, characterization, and/or cleanup of the Site. DTSC may review some or all the information to identify areas and media of concern and to determine the additional work, if any, required to complete the investigation (which includes assessment/evaluation activities not requiring field sampling) and/or remediation of the Site. Proponent may also provide environmental investigation and/or cleanup-related documents for a specific review to determine if actions conducted without DTSC oversight were protective of human health and the environment. The information submitted by Proponent shall be reviewed for conformance with DTSC standards for quality assurance/quality control, investigation, and remediation.

Based on DTSC's review, these documents may be considered to be Preliminary Endangerment Assessment equivalent documents.

Subsequent to its review, DTSC may issue correspondence to the Proponent describing deficiencies of the environmental investigation or cleanup, indicate a limited concurrence with the findings, or make a different determination based on specific circumstances and documents included in the review. For projects where the scope of work is limited to document review only, a formal scoping meeting may not be required, based on mutual agreement between DTSC and the Proponent.

TASK 2 Scoping Meeting

[Scoping meetings](#) are required for all voluntary projects where investigation or cleanup is an anticipated aspect of the scope of work; these are conducted shortly after the agreement has been executed, or depending on specific circumstances, may be held during the agreement-negotiation period. During the scoping meeting, potential issues, concerns, opportunities to optimize and expedite the investigation (which includes assessment/evaluation activities not requiring field sampling) and cleanup process, as applicable, and end-points/exit criteria will be discussed.

An abbreviated version of the scoping meeting is recommended prior to submittal of work plans, reports and cleanup plans to ensure that both the Proponent and DTSC are moving forward with clear and well-defined expectations.

The following elements may be addressed during the Scoping Meeting:

- a) **Site Objectives:** current and proposed future land uses and redevelopment plans and timetables, etc.
- b) **Site History:** historic operations and land uses, chemical uses, hazardous substance releases, permits, etc.
- c) **Conceptual Site Model:** identification of size, location, geology, lithology, hydrogeology, areas of concern, contaminants of concern, recognized environmental conditions, historic sampling locations and results, data gaps, risk assessments, offsite concerns, etc.
- d) **Scope of Work:** scope of work (phases) as specified in the Agreement based on the available information and preliminary document review; may include discussion about the cleanup determination (e.g., “No Further Action”) and decision document proposed for the Site, e.g., Preliminary Endangerment Assessment, Removal Action Work Plan for removal action with costs below \$2 million, or Remedial Action Plan for projects exceeding \$2 million in capital costs, or proposing innovative technologies, etc.
- e) **Data Quality Objectives and Remedial Action Objectives:** discussion of specific Data Quality Objectives to ensure that appropriate data of sufficient quality is collected to facilitate decision-making; discussion of potential cleanup goals and objectives.
- f) **Risk Assessment and Models:** evaluation of published screening levels, if available and appropriate, or use of project-specific risk assessments; discuss risk management and risk communication strategies.
- g) **California Environmental Quality Act (CEQA) requirements:** identification of project-specific requirements where applicable, e.g., cultural resources, traffic concerns, ecological resource protection, etc.; identify what DTSC’s CEQA role is predicted to be, which documents will be developed, and how to integrate CEQA needs within the overall schedule.
- h) **Public Participation & Tribal Outreach:** discussion of community and tribal involvement and public outreach process, methods, translation needs, and schedule.
- i) **Schedule:** agreed-upon submittal and review dates and timelines for work plans, fact sheets, reports and other key documents; development of optimal sequencing of activities to efficiently reach project goals.
- j) **Resources:** review checklists, quick reference sheets, and templates are available for use by those developing documents for DTSC review and approval. (These tools will be periodically updated and may be made available to Proponents by the DTSC Project Manager.)

- k) **Exit Strategy & Completion of Agreement:** proposed future land use, Site acquisition and construction dates, funding limitations or requirements, approval for occupancy, etc. to ensure alignment of Proponent and DTSC goals.
- l) **Site Visit:** A visit to the Site will be conducted to verify and confirm current conditions and project discussions; the visit may take place on the same date as the scoping meeting. Subsequent visits may be needed if Site conditions change, if new staff are assigned, or for field oversight.

TASK 3 Preliminary Endangerment Assessment (PEA)

Proponent shall conduct a PEA or utilize PEA-equivalent documentation to determine whether a release or threatened release of hazardous substances exists at the Site, which poses a threat to human health or the environment. The PEA shall be conducted in accordance with the most current DTSC guidance manual for evaluating hazardous substance release sites titled, [Preliminary Endangerment Assessment Guidance Manual, State of California, Environmental Protection Agency, Department of Toxic Substances Control](#). Specific requirements of the PEA that are not typically required for other types of investigations include the site-specific human health and ecological screening evaluations, public participation requirements, data collection, and scoping activities.

Documents are required as part of the PEA are:

- 3.1 **PEA Work Plan**. This work plan shall include a sampling plan designed to determine the type and general extent of contamination at the Property; a health and safety plan addressing health and safety issues and safe work practices; and a quality assurance/quality control plan to produce data of known quality.
- 3.2 **PEA Report**. This report will document whether a release has occurred, or threatened release exists, the threat the Site poses to human health and the environment, and whether further action is necessary.
- 3.3 **PEA with a Land Use Covenant**. If a land use covenant (LUC) is implemented during the PEA phase as a final remedy, Proponent, under the direction of DTSC, will comply with applicable public notice requirements and requirements to notify the current and adjacent property owners.

TASK 4 Supplemental Site Investigation (SSI)

- 4.1 **SSI Work Plan**. Proponent will submit a work plan that describes the activities proposed to further characterize soil, soil gas, surface water and/or groundwater. The work plan should also include a health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule. Proponent will begin implementation of the approved work plan in accordance with

the approved implementation schedule. DTSC may provide oversight of work plan implementation.

- 4.2 SSI Report. Proponent will submit an SSI Report that, at a minimum, presents the data, summarizes the findings of the investigation, validates the data, and includes recommendations and conclusions.

TASK 5 Health Risk Assessment

Proponent will conduct a risk evaluation consistent with [U.S. EPA Risk Assessment Guidance for Superfund](#) and the most current version of the applicable [DTSC guidance documents](#). This evaluation must identify chemicals of concern and potential routes of exposure; characterize the potential risk and/or non-cancer hazard; evaluate potential threats to environmental receptors; consider existing and contemplate uses; and identify cleanup goals.

TASK 6 Remedy Selection Document

- 6.1 Removal Action Work Plan. If DTSC determines a removal action is appropriate, Proponent will prepare a Removal Action Work Plan (RAW) in accordance with Health and Safety Code sections 78130, 78168, and 79195–79240.

The Removal Action Work Plan will include:

- A description of the onsite contamination;
- The goals to be achieved by the removal action;
- An analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implementability and cost;
- A description of the recommended alternative (including any required land use covenants, financial assurance, and operation and maintenance plan and agreement requirements.);
- Administrative record list;
- Sampling and Analysis Plan with corresponding Quality Assurance Plan to confirm the effectiveness of the RAW, if applicable; and
- Health and Safety Plan describing methods that will be employed during the removal action to ensure the health and safety of workers and the public during the removal action. A detailed community air monitoring plan shall be included if requested by DTSC.

- 6.2 Remedial Action Plan. If the proposed removal action does not meet the requirements of Health and Safety Code section sections 79225, 79230, and

79235, Proponent will prepare a Remedial Action Plan (RAP) in accordance with Health and Safety Code section 79200 for DTSC review and approval.

The RAP summarizes the results of the site characterization, risk evaluation, and feasibility study and sets forth in detail appropriate steps to remedy soil, surface water, and groundwater contamination at the Site and adjacent areas. In addition, the RAP shall contain a schedule for implementation of all proposed removal and remedial actions.

TASK 7 California Environmental Quality Act (CEQA)

In order to meet [CEQA](#) obligations, DTSC will prepare the necessary CEQA documents. If required, the Proponent shall submit the information necessary for DTSC to prepare these documents.

TASK 8 Remedial Design and Implementation Plan

Proponent will either (a) prepare and submit a Remedial Design and Implementation Plan (RDIP) in accordance with the agreed upon schedule contained in the approved Remedy Selection Document; or (b) depending on the complexity of the proposed removal or remedial action, incorporate the factors typically addressed in a RDIP into the Remedy Selection Document.

The factors typically addressed in a RDIP are:

- a) technical and operational plans and engineering designs for implementation of the approved remedial or removal action alternative(s);
- b) a schedule for implementing the construction phase;
- c) a description of the construction equipment to be employed;
- d) a site specific hazardous waste transportation plan (if necessary);
- e) any required registration requirements for contractors, transporters, and other persons conducting the removal and remedial activities for the Site;
- f) post-remedial sampling and monitoring procedures for air, soil, surface water, and groundwater;
- g) operation and maintenance procedures and schedules;
- h) a health and safety plan; and
- i) a community air monitoring plan, if required by DTSC.

TASK 9 Implementation of Remedy

Upon DTSC approval of the final RAW or RAP and RDIP (if required), the Proponent shall implement the remedy, as approved.

TASK 10 Remedial Action Completion Report

Proponent shall submit a report documenting the implementation of the final RAW or RAP and RDIP and noting any deviations from the approved plan.

During implementation of the final RAW or RAP and RDIP, DTSC may specify such additions, modifications and revisions to the RAW or RDIP as deemed necessary to protect human health and safety or the environment or to implement the RAW or RAP.

TASK 11 Public Participation

DTSC requires that specific [public engagement](#) activities be conducted for projects undergoing a PEA, RAW, or RAP. However, based on the level of community interest, media interest, sensitive land uses, demographics and other factors, as determined by DTSC, public engagement activities may be requested for other project types as well.

Proponent will be responsible for all costs associated with the translation and/or interpretation of public participation content required under DTSC's policies, procedures, guidance documents, and state and federal law.

The following tasks apply only if a RAW or RAP is being required by DTSC:

- 11.1 Proponent shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest, if needed. Proponent shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision-making process. Any such public participation activities shall be conducted in accordance with Health and Safety Code section 78930 and DTSC's review and approval. If conducting a RAP, any such public participation activities shall also be conducted in accordance with Health and Safety Code sections 79210 and 79215.
- 11.2 A scoping meeting regarding the RAW or RAP will include a discussion on the appropriate activities that will be conducted to address public participation.
- 11.3 DTSC may conduct an assessment of community interest in the Site, which may include, but will not be limited to, the development of a survey, outreach to local elected and public officials and community members, distribution of the survey through mail and/or social media, analysis of survey results, and community interviews. Results of the survey will be shared with the Proponent and should be included in the community profile.

- 11.4 Proponent, working collaboratively with DTSC, shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; surrounding land uses; demographic profile and languages; CalEnviroScreen results; information repositories; recommended public engagement activities; and involvement of community groups and elected officials. The community profile may also include a quarter-mile radius mailing list for the Site, a list of applicable elected officials, and any known community members who may have expressed an interest in the Site.
- 11.5 Proponent, working collaboratively with DTSC, shall develop and submit fact sheets or community updates to DTSC for review and approval when specifically requested by DTSC. Proponent may be responsible for printing and distribution of fact sheets or community updates upon DTSC approval using the approved community mailing list.
- 11.6 Proponent, as directed by DTSC, shall publish, in a major local newspaper(s), a public notice announcing the availability of the RAW/RAP for public review and comment. The public comment period shall last a minimum of 30 days.
- 11.7 DTSC may require that Proponent hold a public meeting to inform the public of the proposed activities and to receive public comments on the RAW/RAP.
- 11.8 After the close of the public comment period, DTSC will prepare a response to the public comments received. If required, Proponent shall submit the information necessary for DTSC to prepare this document.
- 11.9 If appropriate, Proponent will revise the RAW/RAP on the basis of comments received from the public and submit the revised RAW/RAP to DTSC for review and approval. If significant or fundamental changes are required, additional public participation activities, including an additional review and comment period, may be required. Proponent will also notify the public of any significant changes from the action proposed in the RAW/RAP.

TASK 12 Tribal Outreach and Consultation

DTSC's assigned Project Manager will coordinate with DTSC's Office of Environmental Equity to ensure compliance with DTSC's Tribal Consultation Policy. This process may include consultation with California tribes to determine whether or not they have an interest in Site activities.

TASK 13 Land Use Covenant (LUC)

A [LUC](#) pursuant to California Code of Regulations, title 22, section 67391.1 may be necessary to ensure full protection of the environment and human health. DTSC may require such a LUC in a DTSC-approved remedy based on a RAW, RAP, PEA, or other decision document. If Proponent is the owner of the Site, Proponent agrees to record the LUC as approved by DTSC within 10 days of receipt of a fully executed original.

If the Proponent is not the owner of the Site and a LUC is required, Proponent will work with the owner to provide DTSC with written confirmation that the owner will cooperate in implementing the DTSC-approved remedy, which may include a LUC. The Proponent must provide DTSC with the owner's written confirmation prior to the date the draft decision document is to be circulated for public notice and comment. If the Proponent is unable to provide DTSC with written confirmation from the owner, a LUC may not be executed for the Site and the proposed remedy will be reevaluated.

TASK 14 Operation and Maintenance (O&M)

Proponent shall comply with any and all O&M requirements in accordance with the final RAW, final RAP, or a DTSC-approved RDIP or O&M Plan. If deemed necessary, DTSC may require Proponent to enter into an O&M Agreement with DTSC.

TASK 15 Financial Assurance

Proponent shall establish and maintain a [financial assurance mechanism](#) pursuant to California Health and Safety Code sections 79310–79330 for DTSC's costs incurred in overseeing these activities prior to implementing any required O&M activities, LUC-related activities, and five-year review activities. Proponent shall demonstrate and maintain one or more of the financial assurance mechanisms set forth in the California Code of Regulations, title 22, section 66265.143(a)–(e).

TASK 16 Discontinuation of Remedial Technology

Any remedial technology employed in implementation of the final RAP/RAW shall be left in place and operated by Proponent until and except to the extent that DTSC authorized Proponent in writing to discontinue, move or modify some or all of the remedial technology because Proponent has met the criteria specified in the final RAW/RAP for its discontinuance, or because the modifications would better achieve the goals of the final RAW/RAP.

TASK 17 Health and Safety Plan

The Proponent will submit a Site Health and Safety Plan in accordance with California Code of Regulations, title 8, section 5192. The Health and Safety Plan shall be submitted before field activities begin.

TASK 18 Quality Assurance/Quality Control (QA/QC) Plan

All sampling and analysis conducted by Proponent under this Agreement shall be performed in accordance with a QA/QC Plan submitted by Proponent and approved by DTSC. The QA/QC Plan will describe:

- a) The procedures for the collection, identification, preservation and transport of samples;
- b) The calibration and maintenance of instruments;
- c) The processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to Health and Safety Code section 25198; and
- d) How the data obtained pursuant to this Agreement will be managed and preserved in accordance with the Preservation of Documentation section of this Agreement.

EXHIBIT D
COST ESTIMATE FOR DTSC OVERSIGHT SERVICES

DTSC has provided an estimate of the anticipated total oversight costs. In the event that DTSC determines that further action is needed, additional tasks may be requested.

COST ESTIMATE WORKSHEET Type of Agreement: Standard Voluntary Agreement Date: 05/10/2024 Site Name: City of Marina Blight Removal 2024 (Sites 1,2, and 3) Site Code: 102548-11								
DTSC Project Team	VCP Coord.	Project Management	Supervision	Toxicology	Geology	Industrial Hygienist	OEJTA	Project Assistants
Classification (personnel)	Sr. ES (Spec)	HSE	SHSE I	Staff Toxicologist	Engineering Geologist	Assoc IH	Sr. ES (Spec)	Office Technician (Typing)
Agreement Prep./Negotiation	5	5	2					2
Project Management		20	4					
Scoping Meeting		2	2					
Review Background Information		5	1					1
Public Participation (Work Notice)		5					10	2
Sampling and Analysis Plan		10	2	10	10			2
Site Visit		10				1		
Removal Action Completion Report		20	2	10	10			2
Certification		5	1					2
Total No. Hours/Class	5	82	14	20	20	1	10	11
Hourly Rate/Class	\$256	\$324	\$419	\$301	\$326	\$256	\$256	\$127
Cost/Class	\$1,280	\$26,568	\$5,866	\$6,020	\$6,520	\$256	\$2,560	\$1,397
Subtotal	\$50,467							
Contingency (10%)	\$5,047							
Grand Total Cost	\$55,514							
Advance Payment	\$27,757							

EXHIBIT E
CALENDAR OF TASKS AND SCHEDULE

Activity	Schedule
Scoping Meeting	During Agreement negotiation, or shortly after Agreement execution based on DTSC evaluation of project needs
Advance Payment	Within 10 days of Agreement execution
Submit existing data	Within 10 days of Agreement execution, or as requested by DTSC
DTSC Completion of Document Review	Within 30-45 days of receipt of documents included in review and/or completion of Scoping Meeting
Submit investigation work plan	Within 30 days of scoping meeting, or as decided during scoping meeting
DTSC decision on investigation work plan	Within 75 days of date received by DTSC ¹
Submit investigation report	Within 45 days of completion of field work ²
DTSC decision on investigation report	Within 100 days of receipt by DTSC ¹ . May include recommendation for further investigation or cleanup, no further action, or no further action with conditions.
Submit draft cleanup plan	As directed by DTSC
Submit Community Profile	Within 30 days of DTSC's request
Submit CEQA documentation	Concurrent with the cleanup plan

¹ Note that DTSC approvals in the target timeframes are contingent upon receiving documents that meet industry standards, comply with DTSC's direction, and that responses to DTSC questions and/or comments are received in a timely manner.

² If workplan activities are not initiated within six months of the date of DTSC approval, DTSC may require additional investigation, public participation activities, and/or revision to the document.

Activity	Schedule
Public Review/Comment Period, mailing of fact sheet to site mailing list and placement of public notice.	Upon DTSC's approval of cleanup plan for public review and comment.
DTSC decision on cleanup plan	DTSC to approve cleanup plan, if appropriate, after addressing public comments, within ~150 days of receipt of draft ¹ .
Implement cleanup	Within 90 days of DTSC approval of cleanup plan, or as directed by DTSC in conjunction with Proponent ³
Submit cleanup completion report	Within 90 days from the date of implementation of cleanup plan
DTSC decision on cleanup completion report	Within 100 days of received by DTSC ¹ . May include recommendation for no further action, or no further action with conditions.
Submit Operation and Maintenance Plan	As directed by DTSC
Operations and Maintenance Agreement	As directed by DTSC
Land Use Covenant	As directed by DTSC
Invoices	DTSC issues quarterly
Cost estimate and Scope of Work Updates and Amendments	DTSC updates the scope and cost estimate annually, or as needed, based on work needed to complete the Agreement. Amendments are issued on an as-need basis.

¹ Note that DTSC approvals in the target timeframes are contingent upon receiving documents that meet industry standards, comply with DTSC's direction, and that responses to DTSC questions and/or comments are received in a timely manner.

³ If cleanup plan activities are not initiated within one year of the date of DTSC approval, DTSC may require additional investigation, public participation activities, or revision to the document.

TREE COMMITTEE RESOLUTION NO. 2024-02

TREE COMMITTEE RESOLUTION RECOMMENDING THAT THE COMMUNITY DEVELOPMENT DIRECTOR OR THEIR DESIGNEE APPROVE THE REMOVAL OF 22 TREES FROM THREE CITY OF MARINA PARCELS (APNS 031-221-009, 031-251-005 AND 031-101-055). THIS RECOMMENDATION IS EXEMPT FROM ENVIRONMENTAL REVIEW PER § 15304 OF THE CEQA GUIDELINES.

WHEREAS, on April 8, 2024, ISA Certified Arborist Patric Krabacher of Densie Duffy & Assoc. (DD&A) submitted an Arborist Report ("Report") (**Exhibit A**) prepared in accordance with Marina Municipal Code (MMC) Chapter 17.62 (Tree Removal, Preservation and Protection) for the proposed project to remove up to 22 trees;

WHEREAS, on May 6, 2024, at a duly noticed public hearing, the Tree Committee considered TP24-02 requesting the removal of twenty-two (22) trees that includes three (3) potential removals on three City of Marina sites (APNs 031-221-009, 031-251-005 AND 031-101-055);

WHEREAS, after receiving public testimony and deliberating on the item; and

WHEREAS, the project is exempt from environmental review per Section 15304 of the CEQA Guidelines (Minor alterations to land);

NOW THEREFORE BE IT RESOLVED that the Tree Committee, based on findings in **Exhibit B** and conditions of approval in **Exhibit C**, and CEQA exemptions, does hereby recommend that the CDD Director approve the removal of twenty-two (22) trees including three (3) potential tree removals subject to Chapter 17.62 of the Marina Municipal Code.

PASSED AND ADOPTED by the Tree Committee of the City of Marina at a duly noticed special on the 6th of May, 2024, by the following vote:

AYES, MEMBERS: Simmons, Gardner, Elvira, Markham

NOES, MEMBERS: None

ABSENT, MEMBERS: Walton

ABSTAIN, MEMBERS: None

Greg Simmons
 Greg Simmons (May 11, 2024 07:14 PDT)
 Greg Simmons, Chair

ATTEST:

Nicholas McIlroy
 Nicolas McIlroy
 Senior Planner
 City of Marina

Exhibit A
Arborist Report
(On Separate Sheet)

Exhibit B
Conditions of Approval

1. **Timing of Tree Removal.** Given the types and sizes of trees to be removed, all tree removal activities shall either: 1) occur outside of bird nesting season which is March 1 – August 31; or 2) a qualified biologist shall survey the trees no more than two (2) weeks prior to start of work if within the nesting season.
2. **Display of Tree Removal Permit.** Prior to and during the removal of any tree approved for removal, a copy of the tree removal permit shall be displayed on site. If no tree removal permit is displayed, the City will issue a stop work order and commence the City's administrative fine process.
3. **Tree Protection.** All trees in the project area which are scheduled for preservation or potential removal shall be temporarily fenced prior to all project-related activities. Fencing shall be installed at the edge of the root zone (the area located within 15 times the trunk diameter in all directions) or located at the edge of pavement furthest from the trunk (whichever comes first). Fencing shall consist of chain link or plastic link fence which is maintained at a minimum height of four feet above grade during all phases of construction.

Fenced areas shall not be used for material stockpile, storage, or vehicle parking. Dumping of materials, chemicals, or garbage shall be prohibited within fenced areas. Fenced areas shall be maintained in natural condition at natural or existing grade and shall not be compacted.
4. **Replacement Trees.** Upon completion of grading and site work for the future city park on 2nd Avenue, new trees shall be planted at a 2:1 ratio. If the three (3) potential trees for removal are preserved during blight removal, then the number of trees shall be reduced accordingly from the total requirement of 44 trees to no less than 38 trees. Further, if the proposed city park cannot accommodate all the replacement trees, then they shall be planted elsewhere in the City of Marina by the Public Works Department.
5. **Site Restoration Plan.** The ground surface shall be restored in the vicinity of the tree removals. Restoration shall include but not be limited to the removal of tree stumps and filling of any holes left by the removal.
6. **Tree Committee Condition.** Preserve as many Monterey Cypress, Coastal Live Oaks and native shrubs as possible that are healthy and between 2 and 6 inches DBH at 4 feet during the blight removal and soil remediation at Project Site 1 on Second Ave (APN: 031-221-009).

Exhibit C
Tree Removal Permit Findings

MMC 17.62.060.C. *Required Findings for Approval of Tree Removal Permit.* The following findings are required prior to approval or conditional approval of a tree removal permit:

1. The tree is in poor condition and is in danger of falling within proximity to existing structures, high pedestrian traffic areas such as parking lots, playgrounds and pedestrian walkways, or interference with utility services that cannot be controlled or remedied through reasonable preservation and/or preventive procedures and practices; or

n/a

2. The tree is host to a plant, or insect, or other parasitic organism which endangers other adjacent healthy trees; or

n/a

3. The location of more than three trees conflicts with the construction of street or sidewalk improvements, storm drain, traffic signals or signs; or

The trees proposed for removal are within parcels requiring the removal of blighted buildings.

4. The number of trees on the site is in excess of the number of healthy trees the site is able to support, based on such considerations as tree species, growth characteristics, general health of the stand, tree age, solar orientation and soil condition; or

n/a

5. The applicant outlines other clearly documented and compelling reasons for the removal or relocation of a tree which do not include the elimination of falling leaves or shade, or improving a view; and

The root systems of the trees proposed for removal will be impacted by the removal of blighted buildings on former Fort Ord land.

6. The tree does not serve as part of a windbreak system, or assist in drainage or in the avoidance of soil erosion, or serve as a component of a wildlife habitat, or otherwise play a prominent role in maintaining the existing urban forest; and

The trees are not part of a windbreak system. They were planted by the military to shade army barracks.

7. Due to the tree's contribution to the aesthetic beauty of the area, the removal would not have a substantial detrimental effect on neighboring property values; and

There proposed tree removals are required to remove blighted buildings, which will have a positive effect on neighboring property values. Further, the sites will be developed with

new uses including a new city park, which will have additional trees planted and amenities for the neighborhood.

8. If the removal request is concurrent with development plans for the property and the development plans indicate that it is necessary to remove or relocate the tree to enable reasonable and conforming use of the property which is otherwise prevented by the location of the tree.

The removal request is concurrent with removing the blighted buildings. The arborist report provides a map and photos documenting their proximity to necessitating the tree removals.



DENISE DUFFY & ASSOCIATES, INC.
 PLANNING AND ENVIRONMENTAL CONSULTING

Date: April 8, 2024

To: Elvie Camacho, Senior Civil Engineer
 Wallace Group

From: Patric Krabacher, ISA Certified Arborist 11759
 Denise Duffy & Associates, Inc.

RE: Arborist Report for the City of Marina Blight Removal Project 2024

Denise Duffy & Associates, Inc. (DD&A) is contracted by the City of Marina (City) to provide on-call environmental consulting services for City projects. The City is conducting blight removal at three locations within City limits, Location 1 along 2nd Avenue (2nd Avenue), Location 2 along 11th Street (11th Street), and Location 3 along 9th Street (9th Street), which are planned City parks. The 2nd Avenue location is located within the boundaries of the University Villages Specific Plan (UVSP)¹. In support of the blight removal effort, DD&A conducted an inventory of trees within the vicinity of buildings which are proposed for demolition. This Arborist Report documents the results of the tree inventory, recommends tree removal where necessary to facilitate demolition, and recommends mitigation to avoid, minimize, or mitigate potential adverse impacts of tree removal.

METHODS

Limitations

It is not the intent of this report to provide a monetary valuation of the trees or provide risk assessment for any tree on this parcel, as any tree can fail at any time. No clinical diagnosis was performed on any pest or pathogen that may or may not be present within the site. In addition to an inspection of the property, DD&A relied on information provided by the City and/or the City's consultants (e.g., survey boundaries, property boundaries, project description) to prepare this report, and must reasonably rely on the accuracy of the information provided. DD&A shall not be responsible for another's means, methods, techniques, schedules, or procedures, or for contractor safety or any other related programs, or for another's failure to complete work in accordance with approved plans and specifications.

Regulatory Setting

City of Marina Municipal Code

MMC Section 17.62.030 requires a tree removal permit to remove, damage, or relocate, or cause to be removed, damaged, or relocated any tree on any property within City limits, unless exempted by MMC Sections 17.62.040 or 17.62.050. MMC Section 17.62.030 also prohibits construction activities within the

¹ Please note that 2 acacia trees were only mapped and not recorded, per UVSP Development Regulations, Page 118: "Acacia trees will not be recorded in table, but locations will be noted on map".

root zone dripline of any tree, unless these activities are conducted in compliance with tree protection guidelines adopted by resolution of the planning commission.

MMC Section 17.62.060 requires replacement trees and/or payment based upon the replacement of the healthy trees to be removed on a minimum two-for-one basis or multiplied by three for each tree removed in violation of City Code.

MMC defines “tree” as any living woody perennial plant having a single stem of six (6) inches or more diameter at breast height (DBH; measured at 4.5 feet above ground) or a multi-stemmed plant having an aggregate diameter of ten inches or more measured at DBH, and any living woody perennial plant which was planted in accordance with requirements of an approved compensation plan or was planted as part of a landscaping plan approved by the city. MMC defines “dripline” as the greater of the outermost edge of the tree’s canopy, or fifteen times DBH measured from the center point of the tree. Saplings which do not meet MMC’s definition of a tree (i.e., are less than six [6] inches DBH) are not protected by City Code.

UVSP Tree Standards

UVSP Tree Standards call for the preservation of as many healthy Monterey cypress trees and oak trees as practicable. In accordance with the UVSP Tree Standards, Monterey cypress trees and oak trees that are in good or fair condition must be protected during construction and preserved wherever practicable. If relocation is possible, Monterey cypress and oak trees shall be removed by machinery, be immediately replanted at a new site, and be watered and fertilized. Monterey cypress and oak trees in good or fair condition that are removed shall be replaced on-site at a ratio of two replacement trees for every one removed (2:1). UVSP classifies tree health based on the following definitions:

- *Good.* Tree is healthy and vigorous as indicated by color of foliage and density, has no apparent signs of insect, disease, structural defects or mechanical injury. Tree has good form and structure.
- *Fair.* Tree is in average condition and vigor for the area, but may show minor insect, disease, or physiological problems. Trees rated as Fair/Poor may be improved with correctional pruning.
- *Poor.* Tree that is in a general state of decline and may show severe structural or mechanical defects which may lead to failure, may have insect or disease damage, but is not dead.
- *Dead/Snags.* Dead standing trees.

California Fish and Game Code

Section 3503 of the California Fish and Game Code states that it is “unlawful to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto.” Section 3503.5 prohibits the killing, possession, or destruction of any birds in the orders Falconiformes or Strigiformes (birds-of-prey). Section 3511 prohibits take or possession of fully protected birds. Section 3513 prohibits the take or possession of any migratory nongame birds designated under the federal Migratory Bird Treaty Act. Section 3800 prohibits the take of nongame birds.

Survey Methods

DD&A ISA Certified Arborist Patric Krabacher conducted an inventory of trees at the three (3) blight removal locations on March 12 and 18, 2024. The tree inventory included the mapping and tagging of all

trees, as defined by City Code, within the survey areas. Trees were inventoried with City requirements and UVSP Tree Standards, as follows:

- All trees 6" diameter at breast height (DBH) or greater were tagged with a global positioning system (GPS) location and a numbered aluminum marker (on the most feasible/visible location possible).
- Diameter was recorded at breast height (4.5 feet above ground) or, for multi-stemmed trees, at the most representable location.
- Multi-stemmed trees were recorded as one tree if the root crown (the point where the trunk meets natural grade) was contiguous. Multi-stemmed tree DBH was calculated by taking the square root of the squared sum of all stems measured ($\sqrt{\text{Stem 1 DBH}^2 + \text{Stem 2 DBH}^2 + \text{Stem 3 DBH}^2 \dots}$). This equation returns the diameter at the base of the tree (Chojnacky, 1999).
- Species, size, and health class were recorded for each tree. Tree health was based on the UVSP classification system and was evaluated by visually inspecting each tree from its root crown to its foliar canopy for signs of decay, disease, or insect infestations.

GPS data were collected using a Trimble® TDC600 GPS and were then digitized using Trimble® TerraFlex and ESRI® ArcGIS 10.4. GPS data were collected using geographic coordinate system Universal Transverse Mercator (UTM) Zone 10 North and the World Geodetic System 1984 (WGS84) datum.

RESULTS

2nd Avenue

DD&A inventoried 28 trees in the vicinity of the buildings proposed for demolition, including 16 Monterey pines (*Pinus radiata*), 11 Monterey cypresses (*Hesperocyparis macrocarpa*), and one (1) coast live oak (*Quercus agrifolia*) (**Figure 1a; Appendix A**). Most trees are in average vigor for the area; however, 9 trees are dead or are in poor condition and showing severe signs of decay, disease, and insect infestations, including pitch canker (*Fusarium circinatum*), oak branch canker, boring beetles (shot hole borer), foamy bark canker, oak ambrosia beetles, and *Phytophthora* root and crown rot (**Appendix A**). No symptoms of sudden oak death were observed.

11th Street

DD&A inventoried 10 trees in the vicinity of the buildings proposed for demolition, including seven (7) Monterey cypresses and three (3) Monterey pines (**Figure 1b; Appendix A**). Most trees are in average vigor for the area; however, one (1) Monterey cypress is in poor condition and showing severe signs of decay, disease, and insect infestations, including pitch canker, boring beetle (shot hole borer), and *Phytophthora* root and crown rot (**Appendix A**). No symptoms of sudden oak death were observed.

9th Street

DD&A inventoried eight (8) trees in the vicinity of the buildings proposed for demolition, including four (4) Torrey pines (*Pinus torreyana*) in good condition, two (2) Monterey cypress in average vigor for the area, and one (1) Monterey pine in poor condition with significant crown dieback showing signs of pitch canker and boring beetle (**Figure 1c; Appendix A**).



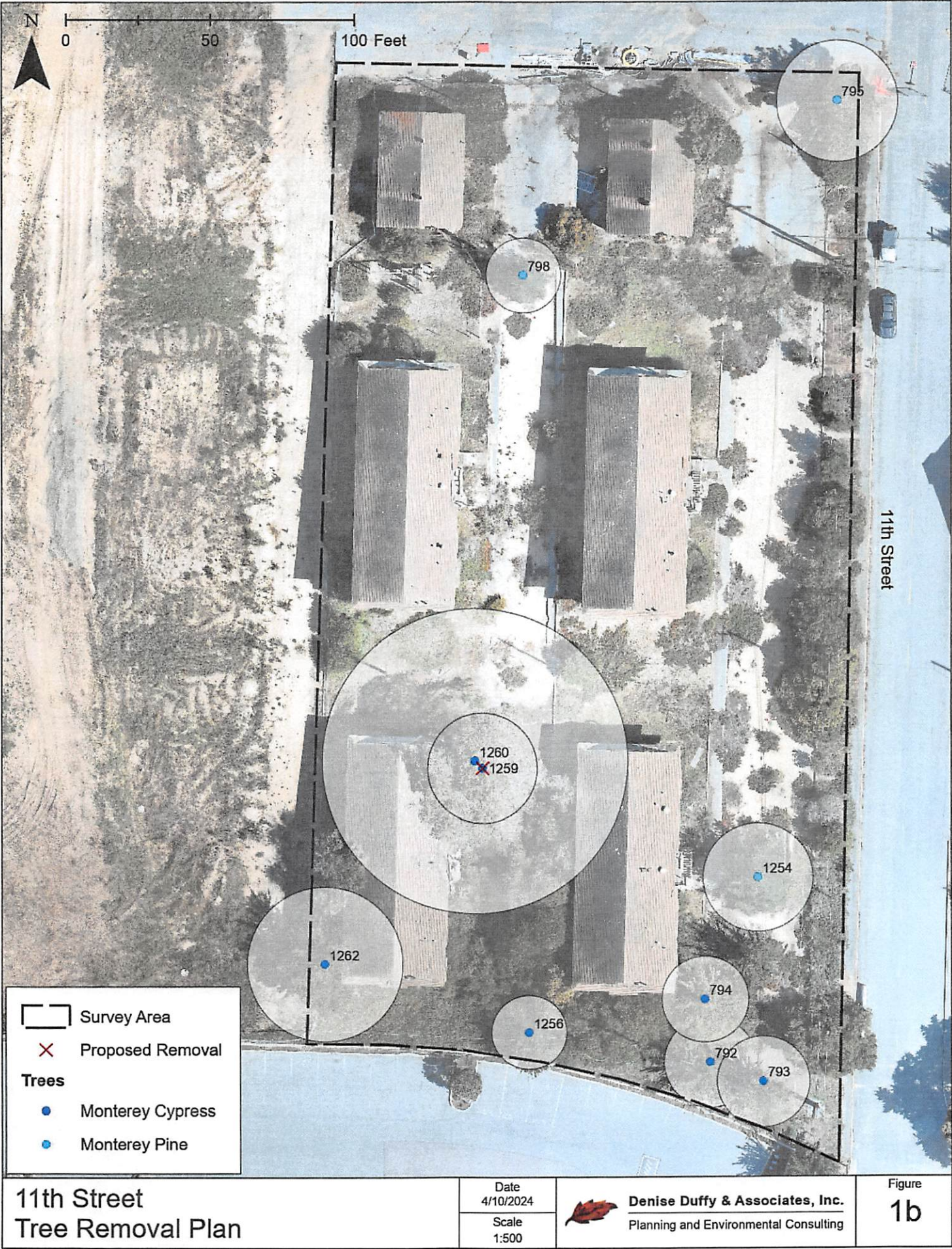
2nd Avenue
Tree Removal Plan

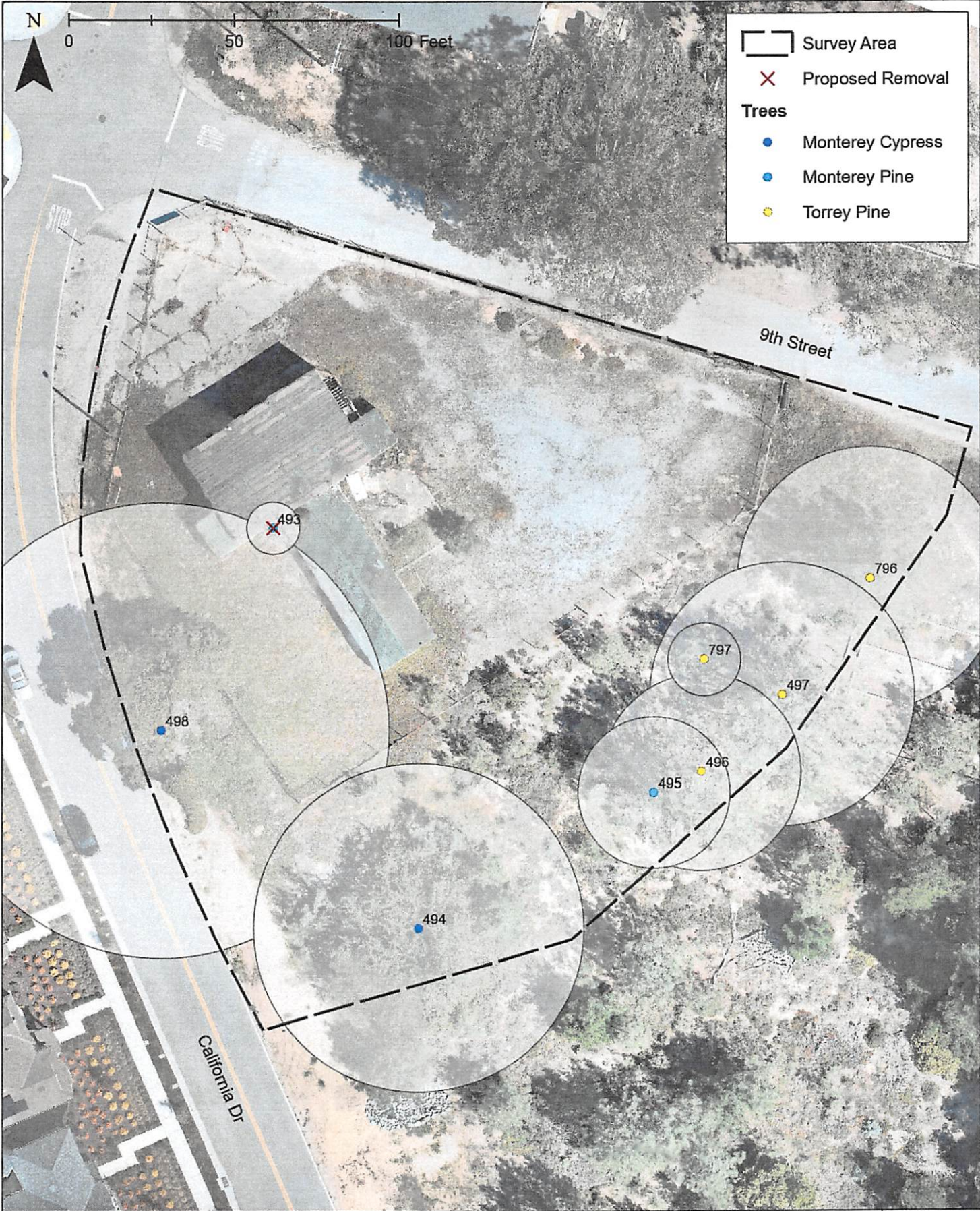
Date
4/10/2024
Scale
1:700



Denise Duffy & Associates, Inc.
Planning and Environmental Consulting

Figure
1a





9th Street
Tree Removal Plan

Date
4/10/2024
Scale
1:450



Denise Duffy & Associates, Inc.
Planning and Environmental Consulting

Figure
1c

Path: C:\GIS\GIS_P\Projects\2024-16 Blight Removal Project 2024\2024-16 Blight Removal Project 2024.aprx

DISCUSSION

Due to the level of excavation required for demolition, demolition at all three (3) locations would significantly impact the dripline of adjacent trees and tree removal would be required to successfully implement blight removal. Based on the size and location of trees, 18 trees at 2nd Avenue, one (1) tree at 11th Street, and one (1) tree at 9th Street are recommended for removal or require removal permits to remain in compliance with City Code (**Appendices A and B**). Three (3) additional trees have been documented as “potential removals”, these trees are located directly adjacent to buildings proposed for removal and have a potential to be preserved in place throughout project activities; however, per City Code require a removal permit to damage this much of a trees root zone. Of the 23 total trees proposed for removal (including the potential removals), 12 are in fair condition, 10 are in poor condition, and one (1) is dead. Tree removals include 15 Monterey pines, and eight (8) Monterey cypresses. It is anticipated that the remaining trees in the vicinity of the demolition areas can be avoided.

In accordance with City Code, a tree removal permit from the City would be required to remove all living trees, including trees in poor condition. Therefore, the City must acquire a tree removal permit for the 28 living trees (2 of which are acacia trees) prior to construction. Tree removal must conform to any requirements established in the approved tree removal permit. In accordance with City Code, California Fish and Game Code, and UVSP Tree Standards, the following measures are recommended to avoid or minimize impacts potential adverse impacts resulting from tree removal:

1. Work should be timed to avoid the breeding and nesting season for raptors and other protected avian species. If work must occur during the avian breeding and nesting season (approximately February 1 through September 15), surveys for nesting birds shall be conducted no more than 15 days prior to project activities in all areas within 300 feet of the project footprint that may provide suitable nesting habitat. If nesting birds are identified during surveys, an appropriate buffer shall be imposed within which no work or disturbance will take place (generally 300 feet in all directions). A qualified biologist shall be on-site during work re-initiation in the vicinity of the nest offset to ensure that the buffer is adequate and that the nest is not stressed and/or abandoned. No work shall proceed in the vicinity of an active nest until such time as all young are fledged, or until after September 16, when young are assumed fledged.
2. To reduce impacts to trees not scheduled for removal, the tree removal contractor shall implement the best managements practices for working near trees established in **Appendix C**. Trees which will be retained on site shall be allowed to develop their natural forms and shall not be trimmed as topiaries or other unnatural forms.
3. The 12 healthy trees which are proposed for removal shall be replaced on-site at a 2:1 ratio following demolition. Replacement plantings shall be 15-gallon Monterey cypresses, or 15-gallon tree species listed on the City’s planting palette (or smaller, if 15-gallon trees are unavailable). Replacement trees shall be planted in locations with the greatest openings to minimize competition and maximum sunlight. The spacing between trees shall be at least eight (8) feet. Watering for establishment within the first two (2) months shall be at least once (1) per week, then every two (2) weeks during the late spring, summer, and fall for two (2) years.

4. Following installation of replacement plantings, replacement plantings and trees whose driplines lie within the areas impacted by construction shall be monitored annually by a qualified arborist for a period of no less than five (5) years. If any noticeable decline in the health of any tree is observed, additional trees shall be planted onsite at a 2:1 ratio in a suitable location as determined by a qualified arborist or forester.
5. Non-native, invasive species including iceplant, French broom, acacia species, and Torrey pines will be carefully removed to stop the spread of these species. All invasive plant waste will be hauled off-site and disposed of at an appropriate disposal facility (e.g., Monterey Peninsula Landfill) immediately following removal. The disposal facility shall be notified that waste contains invasive species. Care shall be taken to cover loads properly to avoid the spread of invasive species during transport to the disposal facility.

If you have any comments or questions about this report, please contact Patric Krabacher at pkrabacher@ddaplanning.com or (831) 373-4341 ext. 29.

REFERENCES

David C. Chojnacky. 1999. Converting Tree Diameter Measured at Root Collar to Diameter at Breast Height.

APPENDIX A

Tree Table

2nd Avenue Trees

Tag	Scientific Name	Common Name	Individual Stem DBH (in)	Total DBH (in)	Dripline (ft)	Health	Status	Tolerance to Construction
829	<i>Pinus radiata</i>	Monterey Pine	12	12	15	Dead	Remove	Low
799	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	35	35	44	Fair	Remove	Low
801	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	7	10	15	Fair	Potential Removal	Low
806	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	11	11	14	Fair	Potential Removal	Low
808	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	10	10	13	Fair	Potential Removal	Low
809	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	45	45	56	Fair	Retain	Medium
810	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	47	47	59	Fair	Retain	Medium
815	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	10	10	13	Fair	Retain	Medium
804	<i>Pinus radiata</i>	Monterey Pine	24	24	30	Fair	Retain	Low
807	<i>Pinus radiata</i>	Monterey Pine	10	10	13	Fair	Remove	Low
830	<i>Pinus radiata</i>	Monterey Pine	16	16	20	Fair	Remove	Low
832	<i>Pinus radiata</i>	Monterey Pine	14	14	18	Fair	Remove	Low
833	<i>Pinus radiata</i>	Monterey Pine	14	14	18	Fair	Remove	Low
834	<i>Pinus radiata</i>	Monterey Pine	12	12	15	Fair	Retain	Low
836	<i>Pinus radiata</i>	Monterey Pine	12	12	15	Fair	Remove	Low
837	<i>Pinus radiata</i>	Monterey Pine	11	11	14	Fair	Remove	Low
864	<i>Pinus radiata</i>	Monterey Pine	9	9	11	Fair	Remove	Low
865	<i>Pinus radiata</i>	Monterey Pine	14	14	18	Fair	Remove	Low
840	<i>Quercus agrifolia</i>	Coast Live Oak	15	11	23	Fair	Retain	Medium
805	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	9	9	11	Fair	Retain	Medium
811	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	36	36	45	Poor	Remove	Low
812	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	45	45	56	Poor	Remove	Low
813	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	52	52	65	Poor	Remove	Low
802	<i>Pinus radiata</i>	Monterey Pine	10	10	13	Poor	Remove	Low
831	<i>Pinus radiata</i>	Monterey Pine	8	8	10	Poor	Remove	Low
838	<i>Pinus radiata</i>	Monterey Pine	12	12	15	Poor	Remove	Low
839	<i>Pinus radiata</i>	Monterey Pine	10	10	13	Poor	Remove	Low
868	<i>Pinus radiata</i>	Monterey Pine	14	14	18	Poor	Remove	Low

11th Street Trees

Tag	Scientific Name	Common Name	Individual Stem DBH (in)	Total DBH (in)	Dripline (ft)	Health	Status	Tolerance to Construction
792	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	13	13	16	Fair	Retain	Medium
793	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	13	13	16	Fair	Retain	Medium
794	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	12	12	15	Fair	Retain	Medium
795	<i>Pinus radiata</i>	Monterey Pine	17	17	21	Fair	Retain	Medium
798	<i>Pinus radiata</i>	Monterey Pine	7	8	13	Fair	Retain	Medium
1254	<i>Pinus radiata</i>	Monterey Pine	15	15	19	Fair	Retain	Medium
1256	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	10	10	13	Fair	Retain	Medium
1259	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	15	15	19	Poor	Remove	Low
1260	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	42	42	53	Fair	Retain	Medium
1262	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	20	9	22	Fair	Retain	Medium

9th Street Trees

Tag	Scientific Name	Common Name	Individual Stem DBH (in)	Total DBH (in)	Dripline (ft)	Health	Status	Tolerance to Construction
493	<i>Pinus radiata</i>	Monterey Pine	6	6	8	Poor	Remove	Low
494	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	40	40	50	Fair	Retain	High
495	<i>Pinus radiata</i>	Monterey Pine	18	18	23	Fair	Retain	High
496	<i>Pinus torreyana</i>	Torrey Pine	24	24	30	Fair	Retain	High
497	<i>Pinus torreyana</i>	Torrey Pine	32	32	40	Good	Retain	High
498	<i>Hesperocyparis macrocarpa</i>	Monterey Cypress	29	47	69	Fair	Retain	Medium
796	<i>Pinus torreyana</i>	Torrey Pine	32	32	40	Good	Retain	High
797	<i>Pinus torreyana</i>	Torrey Pine	9	9	11	Good	Retain	High

APPENDIX B

Photo Log



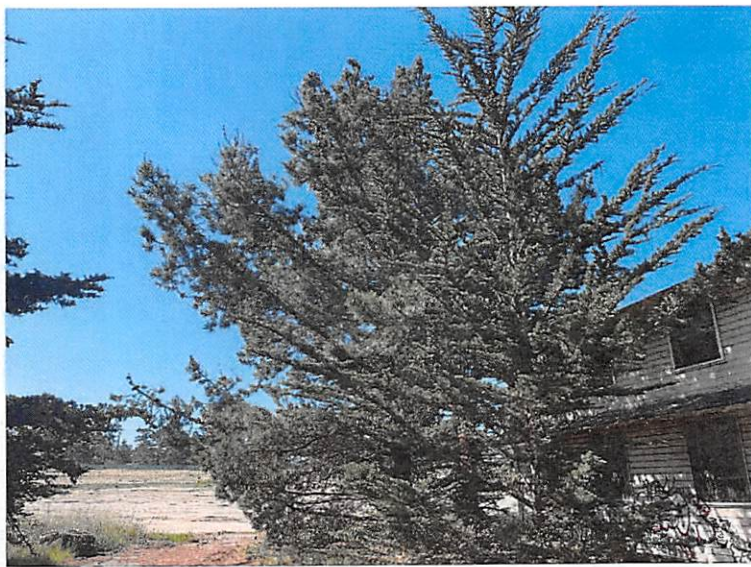
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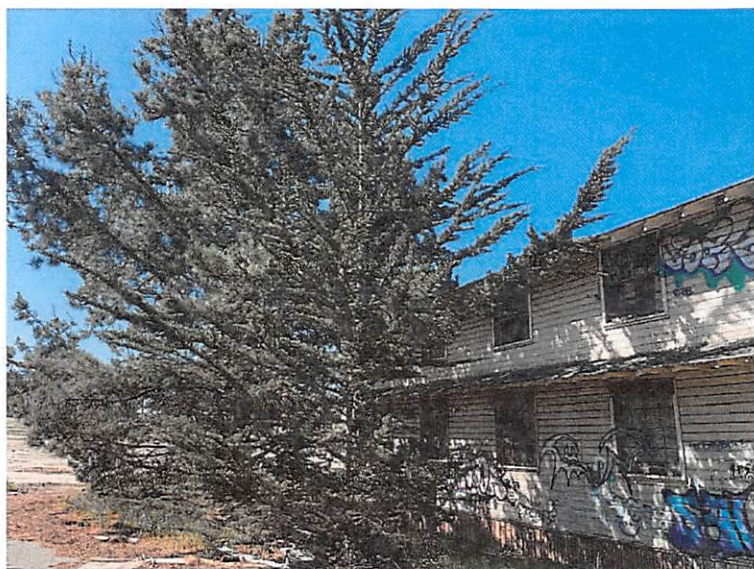
Tree. 801



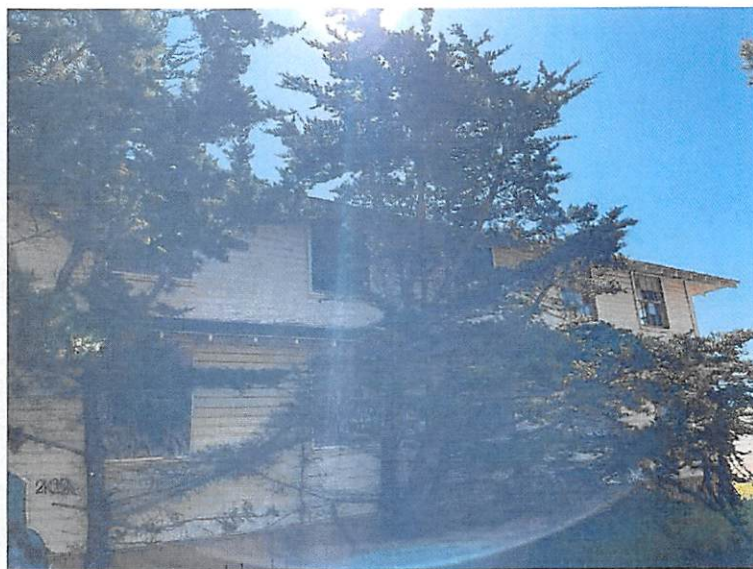
Tree. 802



Tree 804



Tree. 805



Tree. 806



Tree. 807



Tree. 808



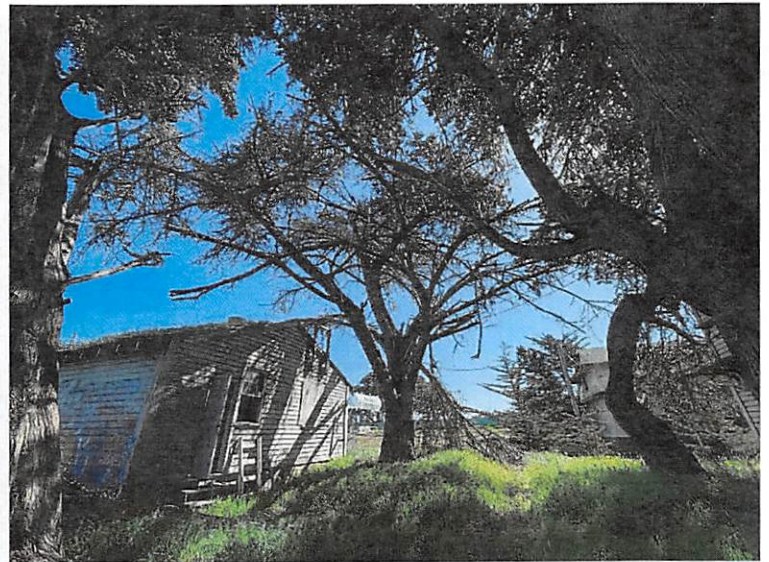
Tree. 809



Tree. 810



Tree. 811



Tree. 812



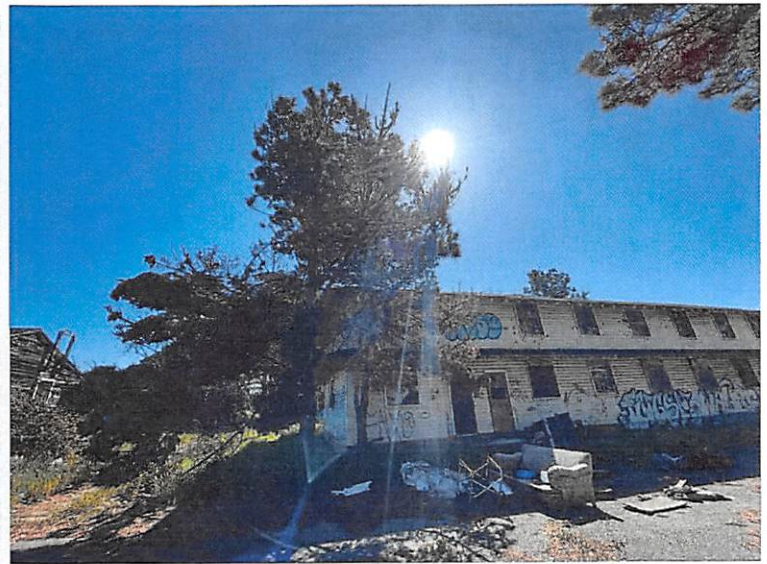
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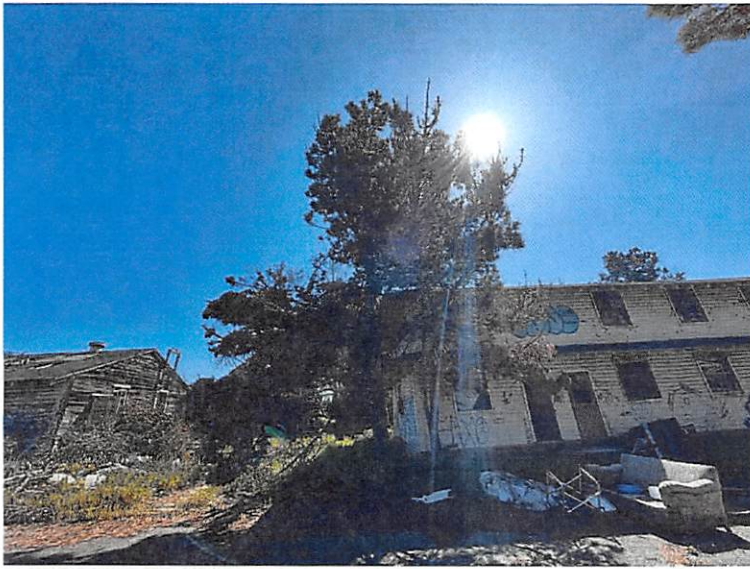
Tree. 815



Tree. 829



Tree. 830



Tree. 831



Tree. 832



Tree. 833



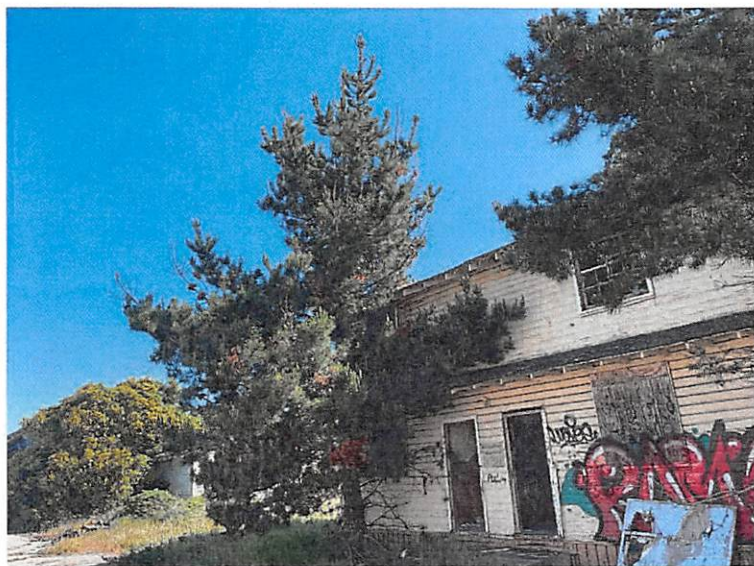
Tree. 834



Tree. 836



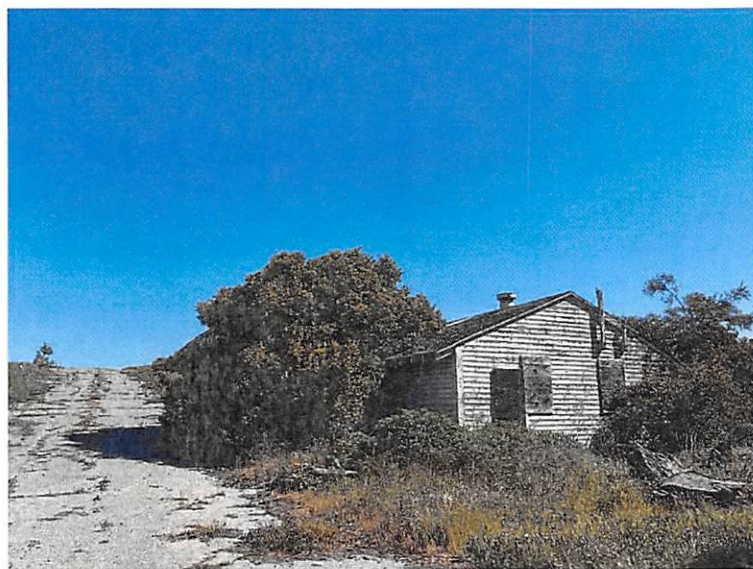
Tree. 837



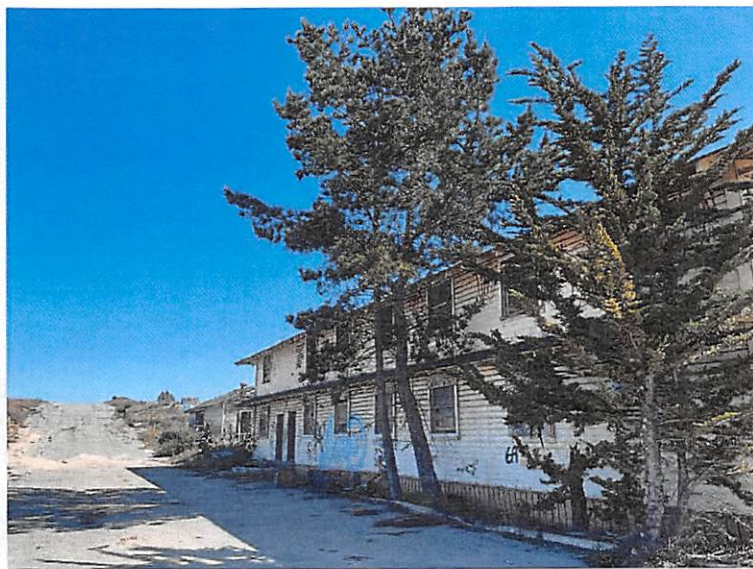
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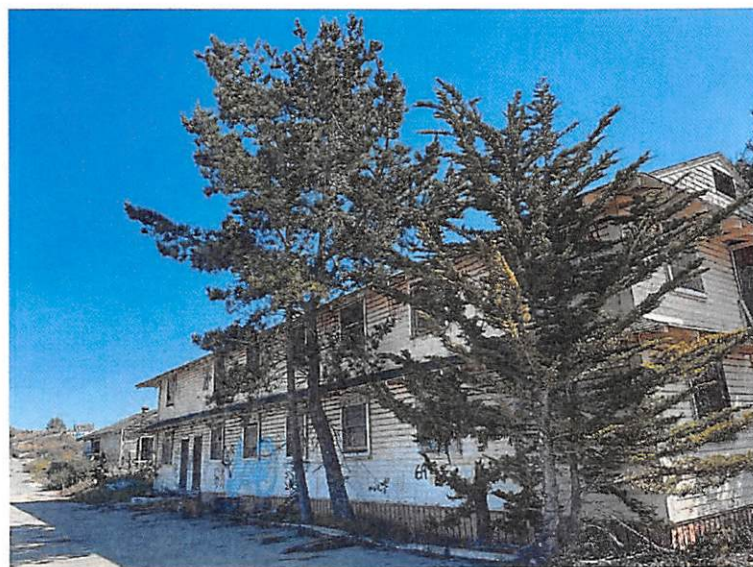
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Tree. 840



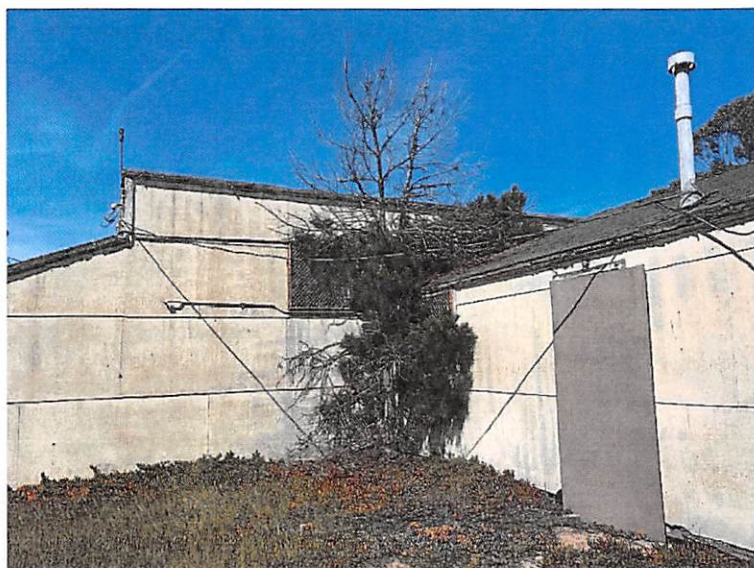
Tree. 864



Tree. 865



Tree. 868



Tree. 493



Tree. 1259

APPENDIX C

Best Management Practices for Working Near Trees

Tree Protection and Best Management Practices (BMPs)

Prior to the commencement of project related activities, the following tree BMPs shall be implemented and approved by a qualified arborist or forester:

- Trees located adjacent to the construction area shall be protected from damage by construction through the use of temporary fencing and wrapping of trunks with protective materials.
- Fencing shall consist of chain link, supported snowdrift or plastic mesh, hay bales, or field fence. Fencing shall have cross bracing (typically 2x4 material) on both the top and lower edges of the fencing material to prevent sagging and provide lateral support. Fencing shall stand a minimum height of four feet above grade and be placed to the farthest extent possible from the base of the trees, protecting the trees drip line area (typically 10-12 feet away from the base of a tree).
- In the cases where access or space is limited it is permissible to protect trees within the 10-12-foot distance after determination and approval are made by a qualified forester or arborist.
- Soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and/or dumping of materials is not permitted adjacent to trees on the property, especially within fenced areas.
- Fenced areas and the trunk protection materials shall remain in place during the entire construction period. Torn or damaged roots shall be cleanly cut to sound wood wherever possible to minimize decay entry points. Any roots found that must be cut should be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment. No tree seals shall be used as the seal material only promotes decay.
- A mulch layer up to approximately 4 inches deep should be applied to the ground under-protected trees following construction. Only 1 to 2 inches of mulch should be applied within 1 to 2 feet of the trunk, and under no circumstances should any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on-site.
- Irrigation should be that of normal for exterior planting. Normal watering means that soil should be kept evenly moist and watered regularly, as conditions require. Most plants prefer one (1) inch of water a week during the growing season, but care needs to be taken not to over water. It is better to water once (1) a week and water deeply (over 24 inches), than to water frequently for a few minutes.

Tree Pruning

It is to be understood that the pruning of retained trees is expected for this site. Pruning shall conform to the following standards:

- Clear the crown of diseased, crossing, weak, and dead wood to a general minimum size of 1-1/2 inch in diameter.
- Remove stubs, cutting outside the wound wood tissue that has formed around the branch.
- Interior branches shall not be stripped out.

- Reduce end weight on heavy, horizontal branches by selectively removing small- diameter branches, no greater than three (3) inches, near the ends of the scaffolds. In some cases, larger diameters may be removed depending on the situation (where critical for safety).
- Pruning cuts larger than four (4) inches in diameter, except for deadwood, shall be avoided, unless deemed crucial for safety (broken, cracked, crossing, rubbing, etc.). Pruning cuts that expose heartwood shall be avoided whenever possible.
- Pruning shall not be performed during periods of flight of adult boring insects because fresh wounds attract pests (generally spring). Pruning shall be performed only when the danger of infestation has passed.
- All pruning shall be performed by a qualified arborist or under the supervision of an ISA Certified Arborist or Tree Worker. Arborists are required to have a State of California Contractors License for Tree Service (C-61/D49) and provide proof of worker's compensation and general liability insurance.
- All pruning shall be following the Tree Pruning Guidelines (International Society of Arboriculture) and/or the ANSI A300 Pruning Standard (American National Standard for Tree Care Operations) and adhere to the most recent edition of ANSI Z133.1.
- No more than 20 percent of live foliage shall be removed within the trees.
- Brush shall be chipped, and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 6 inches, leaving the trunk clear of mulch.

Following construction, a qualified arborist should monitor trees adjacent to the area of the improvements and if any decline in health that is attributable to the construction is noted, additional trees should be planted on the site.

Root Barriers

Severe pruning of tree roots may lead to a major decline or tree death. The best solution is to select trees that are less likely to become a problem or to plant further away from foundations, curbs, gutters, parking lots, sidewalks, and driveways to reduce tree growth or to allow them to grow in another direction. Place barriers in the soil to a depth of 18 to 24 inches (see landscape details) by trenching along the area to be protected at a distance of five (5) times the trunk diameter. In the cases where access or space is limited, it is permissible to reduce the distance after determination and approval are made by a qualified forester or arborist.

TC Reso 2024-02 - Blight Removal Project

Final Audit Report

2024-05-11

Created:	2024-05-08
By:	Nick Mclroy (nmcilroy@cityofmarina.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8Zn11Rh7Tupn0F3kC92IV8IfBUIiOgzV

"TC Reso 2024-02 - Blight Removal Project" History

-  Document created by Nick Mclroy (nmcilroy@cityofmarina.org)
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-  Document e-signed by Greg Simmons (simmonsgreg@onemain.com)
Signature Date: 2024-05-11 - 2:14:35 PM GMT - Time Source: server
-  Agreement completed.
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May 9, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
May 21, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO ENTER
INTO A STANDARD VOLUNTARY AGREEMENT WITH THE
CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCE CONTROL AND
PAY ASSOCIATED FEES AND APPROVING ADVERTISING AND
CALL FOR BIDS FOR THE CITY OF MARINA BUILDINGS BLIGHT
REMOVAL 2024 PROJECT.**

RECOMMENDATION:

It is requested that the City Council consider adopting Resolution 2024-, for the City of Marina Buildings Blight Removal 2024 Project the following actions;

1. Authorizing the City Manager, or his designee, to enter into a Standard Voluntary Agreement (SVA), **EXHIBIT A**, with the California Department of Toxic Substance Control (DTSC) and pay associated fees, and
2. Approving advertising and call for bids, Site plans are shown in **EXHIBITS B and C**.

BACKGROUND:

The closure of Fort Ord resulted in land being deeded to the City of Marina in an “as-is” condition. The land contains numerous buildings that served the former Army base which have deteriorated since 1994 and need to be removed as part of the land redevelopment.

Some of the buildings are on property that the City will retain and must be removed or renovated for adaptive reuse. These include 62-65 barracks buildings on various locations and 260 duplex housing units on what was planned to be the Cypress Knolls development.

Although the Fort Ord Reuse Authority (FORA) sunset on June 30, 2020, FORA secured bond funding for blight removal prior to closure. Included in the bond funding are FORA bond trust funds allocated to the City amounting to \$8,561,968 and escrow bonds that are projected to generate \$6.5M in blight removal funding through 2025.

On September 15, 2020, October 27, 2020, and January 20, 2021, the Marina City Council adopted Resolution No. 2020-127, 2020-140 and 2021-11, respectively, receiving staff presentation on blight removal and blight removal projects and provides direction to staff on priorities for blight removal.

On May 4, 2021, the City Council passed Resolution No. 2021-42 approving amendment to the Program Management Services and Construction Management and Inspection between the City of Marina and Wallace Group, to add program management and construction management and inspection services for the execution of hazardous material abatement and blighted building removal projects.

On November 7, 2023, the City Council passed Resolution 2023-114 accepting the completion of the City Park Barracks and Cypress Knolls Building Blight Removal 2022 project, Phase 1 of the Barracks Blight Removal project.

ANALYSIS:

The three parcels, 031-221-009 (Location 1), 031-251-005 (Location 2) and 031-101-055 (Location 3), included in this project were part of the scope of the original Removal Action Work Plan (RAW; Northgate, 2006) for Soil Impacted by Lead-Based Paint at former Fort Ord, Marina, California.

For these parcels to be used as residential lots, parks or for non-restricted use, the City must follow the approved remedy in the RAW from 2006 with the updated lead cleanup goal of 80 mg/kg.

The City must execute an SVA with the California Department of Toxic Substance Control (DTSC) and pay associated fees required for the City of Marina Buildings Blight Removal 2024 Project. The SVA is pursuant to Health and Safety Code section 79055(a)(1)(C), which authorizes DTSC to enter into an enforceable agreement to oversee investigation and/or remediation of a release or a threatened release of any hazardous substance at the site.

The purpose of this SVA is to allow the City to investigate, remediate and/or evaluate a release, a threatened release, or potential release of any hazardous substance at or from the site under the oversight of DTSC. The SVA also provides reimbursement to DTSC in the amount of \$55,514 for DTSC's oversight cost.

Wallace Group was directed by the City to prepare bidding documents (plans, specifications, and estimates) for the City of Marina Buildings Blight Removal 2024 Project, Phase 2 of the Barracks Blight Removal. The goal for this project is for the abatement, proper removal, and disposal of the remaining nineteen barracks buildings, one fire station building and miscellaneous debris. There are three locations included in this project; Location 1 (13 bldgs.) located at Second Avenue and Third Street, Location 2 (6 bldgs.) located at Eleventh Street and Location 3 (fire station bldg.) located at 9th Street and California Avenue.

On May 6, 2024, the City Tree Committee adopted Resolution 2024-02, **EXHIBIT D**, for the removal of twenty-two trees and three (3) potential removals on three locations for the blight removal. Conditions of Approval, Exhibit B and Arborist Report, Exhibit C are as shown on the Tree Committee Resolution 2024-02.

FISCAL IMPACT:

This action, authorizing the City Manager to enter into a Standard Voluntary Agreement (SVA), with DTSC and pay associated fees for the City of Marina Buildings Blight Removal 2024 Project will have a fiscal impact in the amount of \$55,514.

Sufficient funding for this action has been allocated in Capital Improvement Project HSF2101 for Barracks Blight Removal with a funding balance amount to date of \$2,386,240.41.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

This action, authorizing the City Manager to enter into SVA with the California Department of Toxic Substance Control (DTSC) and pay associated fees and approving advertising and call for bids for the City of Marina Buildings Blight Removal 2024 Project is not a project under CEQA.

CONCLUSION:

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

Respectfully submitted,

Elvie Morla-Camacho, P.E., QSD/P
Project Management Services Wallace Group

REVIEWED/CONCUR:

Nourdin Khayata, P.E.
Interim Public Works Director
CSG

Layne P. Long
City Manager
City of Marina