

RESOLUTION NO. 2024-69

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

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

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

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

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

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

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

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

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

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



DENISE DUFFY & ASSOCIATES, INC.

PLANNING AND ENVIRONMENTAL CONSULTING

June 11, 2024

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

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

Dear Mr. Persicone,

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

Sincerely,

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

SCOPE OF WORK

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

Task 1 – Project Initiation

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

Task 2 – Site Evaluation and Maintenance Recommendations Memo

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

Task 3 – Opinion of Cost

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

Task 4 – Annual Inspections (5 Year)

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

BUDGET

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

ASSUMPTIONS

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

SCHEDULE

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

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

AUTHORIZATION TO PROCEED

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

Project Name: Hilltop Park Landscape Maintenance Recommendations

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

Print Name: _____

Title: _____

On Behalf of: _____

Mailing Address: _____

Phone: _____

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

Existing Contract Date, if applicable: On-call contract

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

Mailing Address: _____

Attention: _____

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

Or email: mechevarria@ddaplanning.com

DENISE DUFFY & ASSOCIATES, Inc.
STANDARD TERMS AND CONDITIONS

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

Notices	Communications from the Client shall be to Denise Duffy & Associates, Inc. designated Project Manager or to the Denise Duffy & Associates, Inc. Principal-in-Charge of the project. Verbal communications shall be confirmed in writing.
Disputes	If a dispute arises regarding the performance of the services covered by this Agreement, and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees, and other claim-related expenses.
Indemnification	Client and Denise Duffy & Associates, Inc. each agrees to indemnify and hold harmless the other (Indemnitor and Indemnitee), and their respective officers, directors, partners, authorized agents and employees from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys' fees, costs and expenses), arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by the Indemnitor's negligent acts, errors or omissions, or willful misconduct in the performance of services under this Agreement and anyone for whom the Indemnitor is legally liable. Indemnitor shall only be required to reimburse Indemnitee for its reasonable defense fees and costs, including reasonable attorney's fees, costs and expenses, in direct proportion to Indemnitor's negligence on a percentage basis as ultimately determined by a court of competent jurisdiction and further, only to the extent such fees and costs were directly attributable to Indemnitee's defense of a suit based on Indemnitor's actual negligence. The Indemnitor is not obligated to indemnify the Indemnitee for the Indemnitee's own negligence or willful misconduct
Entire Agreement	These General Conditions shall be used in combination with a Service Agreement, a proposal, or a contract. These combined documents shall be the entire Agreement and shall supersede any other agreement between Client and Denise Duffy & Associates, Inc. relating to the subject matter. In case of conflict or inconsistency between these General Conditions and any other contract documents, the stricter provisions shall control.

June 12, 2024

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18, 2023

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

RECOMMENDATION: It is recommended that the City Council consider:

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

PROJECT HISTORY

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

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

May 17, 2022-City Council approval of resolution 2022-60. Native plants were emphasized but 100% native plants was not required. Section 3A of the resolution specifically says, “commercially available seed shall be used¹.” The motion also included a requirement that the City shall develop a maintenance plan for the park before it is transferred over to the City.²

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

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

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

² 2 hour and 30 minutes into the AMP video

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

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

ANALYSIS

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

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

ENVIROMENTAL REVIEW

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

FISCAL IMPACT

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

CONCLUSION

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

Respectfully submitted

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

REVIEWED BY:

Layne Long
City Manager
City of Marina