



AGENDA

Tuesday, October 1 2024

5:00 P.M. Closed Session

6:30 P.M. Open Session

REGULAR MEETING

**CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK
SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR
AGENCY OF THE FORMER MARINA REDEVELOPMENT AGENCY**

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

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

Zoom Meeting URL: <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

PARTICIPATION

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

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

AGENDA MATERIALS

Agenda materials, staff reports and background information related to regular agenda items are available on the City of Marina's website www.cityofmarina.org. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting.

VISION STATEMENT

Marina will grow and mature from a small town bedroom community to a small city which is diversified, vibrant and through positive relationships with regional agencies, self-sufficient. The City will develop in a way that insulates it from the negative impacts of urban sprawl to become a desirable residential and business community in a natural setting. **(Resolution No. 2006-112 - May 2, 2006)**

MISSION STATEMENT

The City Council will provide the leadership in protecting Marina's natural setting while developing the City in a way that provides a balance of housing, jobs and business opportunities that will result in a community characterized by a desirable quality of life, including recreation and cultural opportunities, a safe environment and an economic viability that supports a high level of municipal services and infrastructure. **(Resolution No. 2006-112 - May 2, 2006)**

LAND ACKNOWLEDGEMENT

The City recognizes that it was founded and is built upon the traditional homelands and villages first inhabited by the Indigenous Peoples of this region - the Esselen and their ancestors and allies - and honors these members of the community, both past and present.

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

Jennifer McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENT ON CLOSED SESSION ITEMS:
4. CLOSED SESSION:
 - a. Conference with Legal Counsel: Anticipated Litigation (Govt. Code § 54956.9(d)(4)), 1 case. Based on existing facts and circumstances, the City Council has decided to initiate or is deciding whether to initiate litigation.
 - b. Conference with Legal Counsel, Existing Litigation (Govt. Code § 54956.9(d)(1)) 3 case(s):
 - (1) *City of Marina, et al. vs. Nemeth, Karla, et al.*, Monterey County Superior Court Case No. 19CV005270.
 - (2) *California-American Water Company v. All Persons Interested in the Validity of the City of Marina et al.*, Monterey County Superior Court Case No. 20CV002436.
 - b. (3) *City of Marina, et al. v. All Persons Interested in the Validity of the Monterey County Groundwater Sustainability Plan*, Monterey County Superior Court Case No. 21CV000493
 - c. Real Property Negotiation (Govt. Code Section 54956.8)
 - i. Property: APN 031-251-005
Negotiating Party: TBD
Negotiator(s): City Manager
Terms: Price and Terms

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

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

6. **SPECIAL PRESENTATIONS:**

- a. Code Enforcement Officer Appreciation Week
- b. Breast Cancer Awareness Month
- c. Interim Inc Presentation

7. **COUNCIL AND STAFF ANNOUNCEMENTS:**

8. **PUBLIC COMMENT:** *Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.*

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

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

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

(1) Accounts Payable Check Numbers 105351-105417, totaling \$477,828.39

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

(1) September 17, 2024, Regular City Council Meeting

- c. **CLAIMS AGAINST THE CITY:** None

- d. **AWARD OF BID:** None

- e. **CALL FOR BIDS:** None

- f. **ADOPTION OF RESOLUTIONS:**

(1) Adopting Resolution No. 2024-, allocating 5.2 acre-feet per year of unallocated water in the former Fort Ord area to: 1) city-led projects and 2) marina kai apartments (interim, inc. project located at 605 bayonet circle). *(Not a Project under CEQA per Article 20, Section 15378)*

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

- (1) Adopting Resolution No. 2024-, awarding a construction contract for the City of Marina Buildings Blight Removal 2024 Project to Randazzo Enterprises of Castroville, CA for the total base bid in the amount of \$1,273,647.00; and authorizing the City Manager to execute contract documents, subject to final review and approval by the City Attorney; and authorizing the City Manager or designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute all construction change orders on behalf of the City. *(Not a Project under CEQA per Article 20, Section 15378)*

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

11. PUBLIC HEARINGS: *In the Council's discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*
12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*
13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

- a. Receive briefing by Felipe Melchor, ReGEN on Odor Study and other matters. **(30-Minutes)**
- b. Adopting Resolution No. 2024-, receiving a presentation for the Del Monte Boulevard & Reservation Road Intersection Improvements Project; and providing input and approval of final concept design; and authorizing Call for Bids for the Del Monte Boulevard & Reservation Road Operational & Safety Improvements Project. **(30-Minutes)**
- c. Adopting Resolution No. 2024-, approving a Professional Services Agreement with EMC Planning Group, Inc. (EMC) for the preparation of a phased vegetation removal and maintenance plan (Phase I) and long-range management plan (Phase II) for Locke-Paddon Park (LPP). Vegetation removal and management includes permitting and regulatory compliance and consistency with the Monterey Peninsula Regional Parks District's (District) LPP Master Plan. **(15-Minutes)**
- d. Receive status update on Hilltop Park. **(30-Minutes)**

- e. Receive a brief informational update on the status of the Mobile Vending Ordinance adopted on December 5, 2023. No action is required at this time. **(15-Minutes)**
- f. Receive update on City Infrastructure Needs. **(30-Minutes)**
- 14. **COUNCIL & STAFF INFORMATIONAL REPORTS:**
 - a. Monterey County Mayor's Association [Mayor Bruce Delgado]
 - b. Council reports on meetings and conferences attended (Gov't Code Section 53232).
- 15. **ADJOURNMENT:**

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 6:30 p.m., Friday, September 27, 2024.

ANITA SHARP, DEPUTY CITY CLERK

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

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

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

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

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

Upcoming 2024 Meetings of the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Community Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency and Marina Groundwater Sustainability Agency
Regular Meetings: 5:00 p.m. Closed Session;
6:30 p.m. Regular Open Sessions

Tuesday, October 15, 2024

Tuesday, December 3, 2024

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

Tuesday, December 17, 2024

Tuesday, November 19, 2024

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

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

Veterans Day (City Offices Closed)----- Monday, November 11, 2024

Thanksgiving Day-----Thursday, November 28, 2024

Thanksgiving Break----- Friday, November 29, 2024

Winter Break----- Tuesday, December 24, 2024-Friday, December 31, 2024

2024 COMMISSION DATES

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

October 10, 2024

November 14, 2024

December 12, 2024

October 24, 2024

November 28, 2024 (Cancelled)

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

October 17, 2024

November 21, 2024

December 19, 2024

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

December 4, 2024

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

October 12, 2024



Proclamation

Code Enforcement Officer Appreciation Week October 6, 2024 - October 12, 2024

WHEREAS, the State of California has proclaimed the second week of October as Code Enforcement Officer Appreciation Week, and

WHEREAS, the Code Enforcement Officer provides for the safety, health, and welfare of community members throughout the city of Marina through the enforcement of local ordinances and state laws dealing with various issues of building, zoning, housing, animal control, environmental, health, and life safety; and

WHEREAS, the role of Code Enforcement Officer has a challenging and demanding role and often does not receive recognition for the job they do in improving quality of life for residents and businesses of local communities; and

WHEREAS, the role of the Code Enforcement Officer has expanded in recent years with jurisdictions increasingly relying on the expertise and training of Code Enforcement Officers in their communities; and

WHEREAS, the Code Enforcement Officer is a dedicated, highly qualified and trained professional who share the goals of preventing neighborhood deterioration, enhancing communities, ensuring safety, and preserving property values through knowledge, training, and application of housing, zoning, and nuisance laws; and

*WHEREAS, the City of Marina wants to recognize and honor the Code Enforcement Officer that serves our community and acknowledge their role in leading the way to improve quality of life within our community. NOW THEREFORE, this Council does hereby proclaim that the second week of October 2024, and annually thereafter, be known as **Code Enforcement Officer Appreciation Week** in the City of Marina,*

IN WITNESS, HEREOF, I have hereunto set my hand and caused the official seal of the City of Marina to be affixed this 1st day of October 2024.

Dated this 1st day of October 2024



Bruce C. Delgado, Mayor



Proclamation

BREAST CANCER AWARENESS MONTH OCTOBER 2024

WHEREAS, breast cancer is among the top three incidents of cancer in our communities; and

WHEREAS, one in eight women in the United States will develop breast cancer in her lifetime. Although significantly less common, men are also susceptible to developing breast cancer; and

WHEREAS, three major factors that influence a person's risk of developing breast cancer are gender, age, and changes in certain breast cancer genes. Researchers have found females over 50 years old are the most susceptible to developing the disease; and

WHEREAS, while these factors are beyond one's control, the Marina Community can help reduce their risk of breast cancer by maintaining a healthy body weight, exercising regularly, getting enough sleep, controlling stress, abstaining from alcohol, and avoiding exposure to carcinogens and excessive radiation; and

WHEREAS, regular breast cancer screening including mammograms, clinical breast exams, and breast self-exams, also play an important role in breast cancer prevention and detection; and

WHEREAS, while there is currently no cure for breast cancer, researchers, organizations, and individuals are dedicating their time, energy, and resources to developing a cure to prevent future health issues and unnecessary loss of life from this devastating disease; and

WHEREAS, this council encourages all Marina residents to learn the facts about breast cancer and take the necessary preventative measures and support those individuals and their families who are currently battling breast cancer, and honor those who have lost the fight; and

WHEREAS, this October, we take time to recognize the hard-working community members, organizations, and health care providers working toward a cure, and we honor all breast cancer survivors and the victims for their strength, grace, and perseverance.

NOW THEREFORE BE IT RESOLVED, I, Bruce C. Delgado, Mayor of the City of Marina, do hereby proclaim October 2024 as Breast Cancer Awareness Month in the City of Marina.

Dated this 1st day of October 2024



Bruce C. Delgado, Mayor



Interim, Inc.
Housing • Healing • Hope

October 1, 2024

Our Mission

Interim's mission is to provide services and affordable housing supporting members of our community with mental illness in building productive and satisfying lives.



Adults 18
years and
older who are
diagnosed
with a serious
mental illness
(SMI)



People with
both mental
illness &
substance
use

Interim Serves

Individuals
who are
unhoused or
are at risk of
losing their
housing

Monterey
County
Residents

Individuals
with no
income or
very low
(30-50%
AMI)

WHAT IS A MENTAL ILLNESS?

A health condition involving changes in emotion, thinking, and/or behavior

Associated with distress and problems in social, work, and family functioning

Schizophrenia, Bipolar Disorders, Major Depressive Disorder, Schizoaffective Disorder

Nearly 1 in 5 (19%) of US adults experience some form of mental illness

About 6% of the population has a serious mental illness (adults) or a serious emotional disturbance (children)

TYPES OF SERVICES

Affordable
Supportive
Housing

Assertive
Community
Treatment

Consumer
Empowerment &
Community
Outreach

Dual Recovery
Services

Crisis Residential
Services

Day Treatment
Intensive

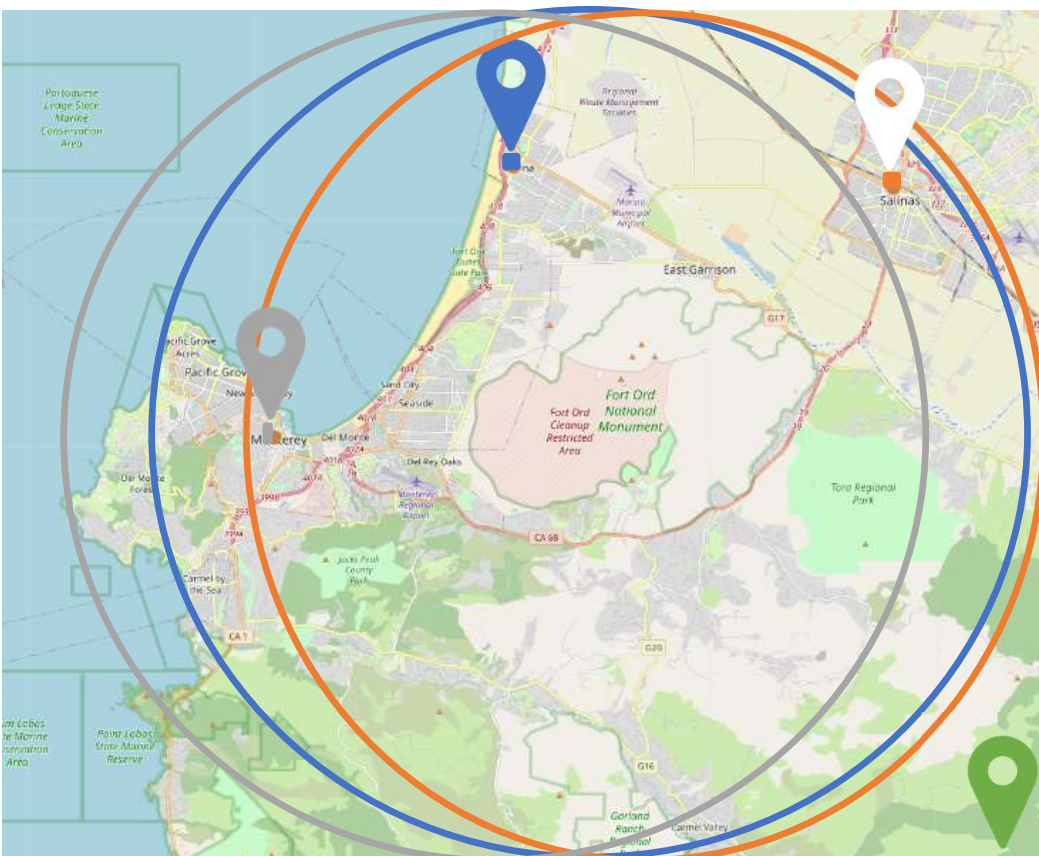
Employment
Services

Homeless
Outreach &
Services

Wellness
Programs/Peer
Programs

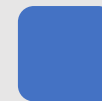


Interim Service Area



Interim Inc. provides services throughout Monterey County serving clients locally and in South County.

Current Sites



Marina
5 Locations



Monterey
5 Locations



Salinas
12 Locations



Soledad
1 Location

Housing is an Essential Part of Interim's Services



- Since 1986, Interim has acquired and renovated or constructed over 20 housing and treatment facilities.
- Why? Not enough affordable housing in the community.
- Average Income of client: \$1,133/mo. Average rent: for a studio: \$2,414/ mo. Clients usually pay \$320/month.

Housing is an Essential Part of Interim's Services



- Section 8 vouchers are difficult to obtain, and many landlords don't accept them.
- Why? Leasing didn't work.
- If we didn't build it or buy it, clients didn't have housing.
- Originally had to fight to get projects/ housing approved. Worked with neighbors/ community officials.
- With the help of City Councils like yours', we have been able to accomplish numerous projects.

Affordable Supportive Housing

- Permanent, affordable, supportive housing (PSH)
- Transitional housing for homeless adults (TSH)



Total Beds

Permanent (PSH): 192

Transitional (TSH): 49

Leased in the community: 22

Partnership Housing Beds: 24

All housed individuals have access to mental health services, case management, and psychiatric services.

Sandy Shores

LOCATION: **Marina**

NUMBER OF CLIENT UNITS: **28**

COMPLETED: **2004**

HOUSING TYPE: **shared units**

- On site services
- Permanent housing for the homeless



ADDITIONAL:

- Shared Community Room
- Staff Office
- Laundry Room

Shelter Cove

LOCATION: Marina

NUMBER OF RESIDENTS: 39

COMPLETED: 1998; **RENOVATED:** 2006 & 2016

HOUSING TYPE: transitional housing with shared units

- Seven 5-bedroom shared units and two 2-bedroom shared units plus 2 resident managers
- Extensive services provided on site



ADDITIONAL:

- Dining room and kitchen
- Dinner served 5 days/week
- Community room, staff offices

Rockrose Gardens

LOCATION: Marina

NUMBER OF CLIENT UNITS: 20

COMPLETED: 2014

HOUSING TYPE: One-bedroom units -
permanent housing

PROJECT BASED SECTION 8

ON-SITE SERVICES



ADDITIONAL:

- One resident manager unit
- one staff office
- community room

The Academy & Keep it Real – DUAL RECOVERY (mental illness & substance use)

AIMS TO ACHIEVE ABSTINENCE AND/OR MITIGATE HARM ASSOCIATED WITH SUBSTANCE USE

SERVICES

- Treatment includes individual treatment, group counseling, peer support, and support groups.
- Establish daily and meaningful structure, improve symptom management, increase personal and social functioning, and learn relapse prevention skills.



MCHOME Program

HOMELESS OUTREACH, SERVICES, HOUSING

LOCATION: Program Admin in Marina

GOAL: Transition Adults With Serious Mental Illness Off The Streets And Into Treatment And Housing.

Homeless Point In Time Count:

JURISDICTION	2015	2017	2019	2022	2024
Marina	298	407	396	356	162



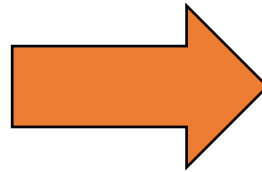
MCHOME Program

TRANSITION FROM HOMELESSNESS TO HOUSING

OUTREACH:

BEGINS WITH - INITIAL CONTACT AND INFORMATION GATHERING

- Street outreach / ongoing engagement
- Collaboration with law enforcement, hospitals, County Behavioral Health and other homeless providers, and shelters.
- Focus on homeless persons with mental illness



- Case Management / Counseling
- Psychiatric Services
- Medication Management
- Benefit / Income Assistance
- Referrals for Work / Education
- Recovery Support & Referrals
- Counseling & Therapy
- Assistance with accessing health care
- Placement & support in accessing Transitional & Permanent Housing
- On-going case management & services to keep the person housed

Marina Kai Apartments (coming soon)

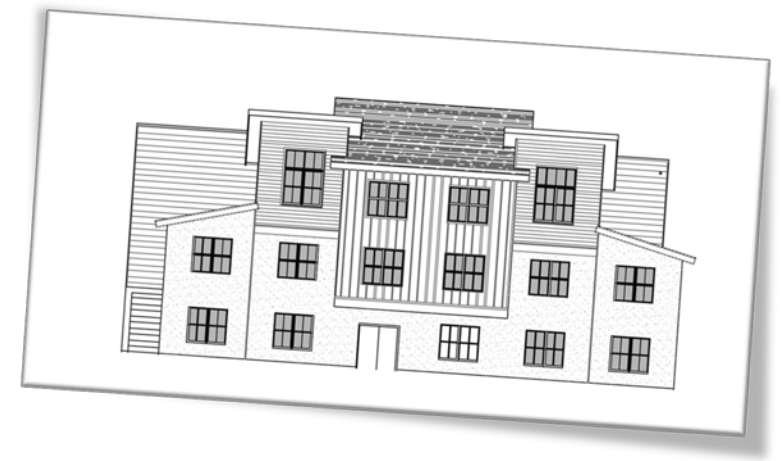
LOCATION: Marina

NUMBER OF UNITS: 24

HOUSING TYPE: New construction with 23 studios for residents, and one resident manager unit. All housing for very low-income homeless adults with disabilities.

ADDITIONAL:

- Community room & laundry room
- Staff offices, meeting room
- Entire building handicapped accessible



Interim Facts!

- Founded in 1975
- 20 locations
- Over 260 employees
- Over 1,880 clients served per year
- Over 25% of work force are people with lived experience of mental health challenges
- Target population - people with schizophrenia, schizoaffective disorder, bi-polar disorder & homeless individuals with serious depression and MI
- Interim has built and owns most service locations



Interim Facts!

- Operates 5 other corporations and two LLC's
- 15-member Board of Directors
- Only three ED's in 49 years
- Funded with state \$ and Medi-Cal funds via MCBHB, federal funds for homeless services, grants, donations, mostly for homeless services and constructing housing





Questions...

For more information

www.interiminc.org

Or email:

DEVELOPMENT@INTERIMINC.ORG





Accounts Payable by G/L Distribution Report

Payment Date Range 09/18/24 - 09/18/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.090 - Other Charges Claims, Judgments, Damages										
12090 - California Department of Water Resources	08-30-24	Case No. 19CV005270 - STIPULATION RESOLVING DWR'S COSTS	Paid by Check # 105351		08/30/2024	09/17/2024	09/17/2024		09/18/2024	69,000.00
Account 6600.090 - Other Charges Claims, Judgments, Damages Totals							Invoice Transactions	1		<u>\$69,000.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$69,000.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$69,000.00</u>
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	1		<u>\$69,000.00</u>
Fund 100 - General Fund Totals							Invoice Transactions	1		<u>\$69,000.00</u>
Grand Totals							Invoice Transactions	1		<u>\$69,000.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/20/24 - 09/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.010 - Prof Svc Admin - Muni Code										
10149 - Code Publishing Inc. - General Code	GCI0015451	MMC WebUpdate	Paid by Check # 105362		09/13/2024	09/13/2024	09/13/2024		09/20/2024	318.50
Account 6300.010 - Prof Svc Admin - Muni Code Totals							Invoice Transactions 1			<u>\$318.50</u>
Account 6300.570 - Prof Svc Other										
11865 - TeamCivX	3387	Bond Measure Consulting Fee - July 2024	Paid by EFT # 5137		08/25/2024	09/16/2024	09/16/2024		09/20/2024	36,500.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			<u>\$36,500.00</u>
Account 6500.700 - Training & Travel Training & Travel										
10335 - Liebert Cassidy Whitmore	8987	Training - Train the Trainer	Paid by EFT # 5132		09/13/2024	09/13/2024	09/13/2024		09/20/2024	3,600.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions 1			<u>\$3,600.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 3			<u>\$40,418.50</u>
Division 000 - Non-Div Totals							Invoice Transactions 3			<u>\$40,418.50</u>
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions 3			<u>\$40,418.50</u>
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11964 - Shute Mihaly & Weinberger LLP	288095	City Attorney Services - August 2024	Paid by Check # 105372		09/10/2024	09/16/2024	09/16/2024		09/20/2024	14,556.00
11964 - Shute Mihaly & Weinberger LLP	288097	City Manager - August 2024	Paid by Check # 105372		09/10/2024	09/16/2024	09/16/2024		09/20/2024	495.00
11964 - Shute Mihaly & Weinberger LLP	288098	Human Resources and Risk Management - August 2024	Paid by Check # 105372		09/10/2024	09/16/2024	09/16/2024		09/20/2024	1,914.00
11964 - Shute Mihaly & Weinberger LLP	288099	Finance - August 2024	Paid by Check # 105372		09/10/2024	09/16/2024	09/16/2024		09/20/2024	19,316.53
11964 - Shute Mihaly & Weinberger LLP	288100	Planning Commission/Development - August 2024	Paid by Check # 105372		09/10/2024	09/16/2024	09/16/2024		09/20/2024	25,336.59
11964 - Shute Mihaly & Weinberger LLP	288101	Parks - August 2024	Paid by Check # 105372		09/10/2024	09/16/2024	09/16/2024		09/20/2024	1,122.00
11964 - Shute Mihaly & Weinberger LLP	288102	Police Department - August 2024	Paid by Check # 105372		09/10/2024	09/16/2024	09/16/2024		09/20/2024	3,036.00
11964 - Shute Mihaly & Weinberger LLP	288103	Public Works - August 2024	Paid by Check # 105372		09/10/2024	09/16/2024	09/16/2024		09/20/2024	3,993.00
10257 - Goldfarb & Lipman	475442	General - August 2024	Paid by EFT # 5129		09/13/2024	09/16/2024	09/16/2024		09/20/2024	2,267.00



Accounts Payable by G/L Distribution Report

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
10257 - Goldfarb & Lipman	475443	Marina Heights - August 2024	Paid by EFT # 5129		09/13/2024	09/16/2024	09/16/2024		09/20/2024	448.00
10257 - Goldfarb & Lipman	475444	The Dunes - August 2024	Paid by EFT # 5129		09/13/2024	09/16/2024	09/16/2024		09/20/2024	1,920.00
10257 - Goldfarb & Lipman	475445	Affordable Housing - August 2024	Paid by EFT # 5129		09/13/2024	09/16/2024	09/16/2024		09/20/2024	320.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	12		\$74,724.12
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	12		\$74,724.12
Division 000 - Non-Div Totals							Invoice Transactions	12		\$74,724.12
Department 150 - City Attorney Totals							Invoice Transactions	12		\$74,724.12
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2024 562-0	PG&E - 4758891562-0	Paid by Check # 105370		09/10/2024	09/17/2024	09/17/2024		09/20/2024	1,520.64
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$1,520.64
Account 6600.490 - Other Charges Membership Prof Orgs										
10978 - United Way Monterey County	09-09-24	Financial Support for 211 Monterey County 2024-2025	Paid by Check # 105374		09/09/2024	09/13/2024	09/13/2024		09/20/2024	5,000.00
Account 6600.490 - Other Charges Membership Prof Orgs Totals							Invoice Transactions	1		\$5,000.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$6,520.64
Division 000 - Non-Div Totals							Invoice Transactions	2		\$6,520.64
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	2		\$6,520.64
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10493 - Pure H2O	22951	Water Cooler Service Police & Fire 09/01/24	Paid by Check # 105371		09/01/2024	09/17/2024	09/17/2024		09/20/2024	88.55
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	1		\$88.55
Account 6500.700 - Training & Travel Training & Travel										
10657 - Garcia, Eric	09-22-24	Per Diem - CAHN Annual Training Conference	Paid by Check # 105364		09/16/2024	09/16/2024	09/16/2024		09/20/2024	266.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6500.700 - Training & Travel Training & Travel										
11408 - Johnson, Christopher	09-22-24	Per Diem - CAHN Annual Training Conference	Paid by EFT # 5130		09/16/2024	09/16/2024	09/16/2024		09/20/2024	266.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions	2		\$532.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$620.55
Division 000 - Non-Div Totals							Invoice Transactions	3		\$620.55
Department 210 - Police Totals							Invoice Transactions	3		\$620.55
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	124409	Bldg Permit - Plan review only - Cali Dental 272 Reservation Rd.	Paid by Check # 105360		09/03/2024	09/17/2024	09/17/2024		09/20/2024	200.00
10841 - Carmel Fire Protection Associates - Art Black	124410	Plan review & inspection for 3037 El Capitan Drive, Marina 6000	Paid by Check # 105360		09/04/2024	09/17/2024	09/17/2024		09/20/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124411	Plan review & inspection at 3039 El Capitan - Marina 6000	Paid by Check # 105360		09/04/2024	09/17/2024	09/17/2024		09/20/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124412	Plan review & inspection at 591 Santa Lucia Way, - Marina 5000	Paid by Check # 105360		09/04/2024	09/17/2024	09/17/2024		09/20/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124404	Plan review & inspection 3008 Tyndall Way, Hayward BP TI	Paid by Check # 105360		08/29/2024	09/17/2024	09/17/2024		09/20/2024	100.00
10171 - CSG Consultants	57159	Fire Inspections by CSG: Eric Rodewald	Paid by EFT # 5127		07/12/2024	09/17/2024	09/17/2024		09/20/2024	285.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	6		\$1,275.00
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10250 - Gavilan Pest Control	0164959	3260 Imjin Fire Dept	Paid by Check # 105366		09/06/2024	09/11/2024	09/11/2024		09/20/2024	90.00
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals							Invoice Transactions	1		\$90.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.570 - Maint & Repairs Other Svc Agr										
10493 - Pure H2O	22951	Water Cooler Service Police & Fire 09/01/24	Paid by Check # 105371		09/01/2024	09/17/2024	09/17/2024		09/20/2024	113.53
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 1			<u>\$113.53</u>
Account 6360.850 - Maint & Repairs Vehicle										
10927 - Ace Hardware - Fire Dept.	089396	Wax & dry, tire shine & wire brush	Paid by Check # 105352		09/14/2024	09/17/2024	09/17/2024		09/20/2024	79.69
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions 1			<u>\$79.69</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
11393 - Carmel Roasters, Inc.	70112	FD Coffee - 4 boxes	Paid by Check # 105361		07/31/2024	09/17/2024	09/17/2024		09/20/2024	349.60
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions 1			<u>\$349.60</u>
Account 6400.800 - Material & Suppl Uniform										
10323 - L.N. Curtis & Sons	INV863938	Uniform pants & shirts for J. Abraham	Paid by EFT # 5131		09/10/2024	09/17/2024	09/17/2024		09/20/2024	552.05
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 1			<u>\$552.05</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 11			<u>\$2,459.87</u>
Division 000 - Non-Div Totals							Invoice Transactions 11			<u>\$2,459.87</u>
Department 250 - Fire Totals							Invoice Transactions 11			<u>\$2,459.87</u>
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10728 - Ace Hardware-Public Works	089383	Vince DiMaggio Park	Paid by Check # 105353		09/13/2024	09/19/2024	09/19/2024		09/20/2024	10.91
10728 - Ace Hardware-Public Works	089404	Community Center	Paid by Check # 105353		09/16/2024	09/19/2024	09/19/2024		09/20/2024	28.43
10728 - Ace Hardware-Public Works	089377	Wetlands/Water Fountain	Paid by Check # 105353		09/12/2024	09/19/2024	09/19/2024		09/20/2024	46.93
10728 - Ace Hardware-Public Works	089325	VD Park	Paid by Check # 105353		09/06/2024	09/19/2024	09/19/2024		09/20/2024	13.09
10728 - Ace Hardware-Public Works	089297	Scout House	Paid by Check # 105353		09/03/2024	09/19/2024	09/19/2024		09/20/2024	10.91
10728 - Ace Hardware-Public Works	089292	Scout House	Paid by Check # 105353		09/03/2024	09/19/2024	09/19/2024		09/20/2024	10.03
10250 - Gavilan Pest Control	0164958	211 Hillcrest Ave Rodents	Paid by Check # 105366		09/06/2024	09/11/2024	09/11/2024		09/20/2024	82.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10250 - Gavilan Pest Control	0164781	2660 5th Ave Corp Yard Pest Control	Paid by Check # 105366		09/30/2024	09/11/2024	09/11/2024		09/20/2024	105.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 8	\$307.30
Account 6360.075 - Maint & Repairs Bdg Teen Center										
10728 - Ace Hardware-Public Works	089369	Teen Center	Paid by Check # 105353		09/11/2024	09/19/2024	09/19/2024		09/20/2024	18.56
10728 - Ace Hardware-Public Works	089374	Teen Center Water Supply for Fridge	Paid by Check # 105353		09/12/2024	09/19/2024	09/19/2024		09/20/2024	8.73
Account 6360.075 - Maint & Repairs Bdg Teen Center Totals									Invoice Transactions 2	\$27.29
Account 6360.440 - Maint & Repairs Landscape General										
10230 - Ewing	23254449	Perc Ponds	Paid by Check # 105363		08/27/2024	09/11/2024	09/11/2024		09/20/2024	91.64
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$91.64
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	381481893001	Office Supplies	Paid by Check # 105369		08/29/2024	09/11/2024	09/11/2024		09/20/2024	72.97
10734 - Office Depot-Public Works Dept.	381483327001	Office Supplies	Paid by Check # 105369		08/30/2024	09/11/2024	09/11/2024		09/20/2024	75.45
10734 - Office Depot-Public Works Dept.	382556608001	Supplies Corp Yard	Paid by Check # 105369		08/30/2024	09/11/2024	09/11/2024		09/20/2024	128.29
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 3	\$276.71
Account 6400.740 - Material & Suppl Special Dept Suppl										
10728 - Ace Hardware-Public Works	089309	City Hall/Finance	Paid by Check # 105353		09/04/2024	09/19/2024	09/19/2024		09/20/2024	27.30
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	\$27.30
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 15	\$730.24
Division 311 - Buildings & Grounds Totals									Invoice Transactions 15	\$730.24
Department 310 - Public Works Totals									Invoice Transactions 15	\$730.24
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10515 - Rincon Consultants, Inc.	23-15377	Marina PW GIS Support	Paid by EFT # 5135		09/13/2024	09/19/2024	09/19/2024		09/20/2024	717.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$717.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	\$717.00
Division 000 - Non-Div Totals									Invoice Transactions 1	\$717.00
Department 420 - Engineering Totals									Invoice Transactions 1	\$717.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6400.570 - Material & Suppl Others, Misc										
10581 - Trucksis Enterprises	13920	signs	Paid by EFT # 5138		09/03/2024	09/17/2024	09/17/2024		09/20/2024	199.58
Account 6400.570 - Material & Suppl Others, Misc Totals							Invoice Transactions 1			<u>\$199.58</u>
Account 6400.650 - Material & Suppl Recr Donation - Gen Recr Prog										
11784 - John Upshaw John Upshaw - DJ Monterey	09-21-24	Movie at the Park	Paid by Check # 105377		07/15/2024	09/17/2024	09/17/2024		09/20/2024	600.00
Account 6400.650 - Material & Suppl Recr Donation - Gen Recr Prog Totals							Invoice Transactions 1			<u>\$600.00</u>
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
11790 - Quality Print & Copy	24030	Business Cards - Amanda	Paid by EFT # 5134		09/11/2024	09/17/2024	09/17/2024		09/20/2024	135.18
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals							Invoice Transactions 1			<u>\$135.18</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 3			<u>\$934.76</u>
Division 100 - Admin Totals							Invoice Transactions 3			<u>\$934.76</u>
Department 510 - Recreation & Culture Totals							Invoice Transactions 3			<u>\$934.76</u>
Fund 100 - General Fund Totals							Invoice Transactions 50			<u>\$127,125.68</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2024 148-6	PG&E - 5593414148-6	Paid by Check # 105370		09/11/2024	09/17/2024	09/17/2024		09/20/2024	296.25
10463 - Pacific Gas & Electric	Sept 2024 827-8	PG&E - 0423929827-8	Paid by Check # 105370		09/12/2024	09/17/2024	09/17/2024		09/20/2024	185.28
10463 - Pacific Gas & Electric	Sept 2024 535-3	PG&E - 6161832535-3	Paid by Check # 105370		09/12/2024	09/17/2024	09/17/2024		09/20/2024	307.99
10463 - Pacific Gas & Electric	Sept 2024 582-7	PG&E - 8161432582-7	Paid by Check # 105370		09/09/2024	09/17/2024	09/17/2024		09/20/2024	220.22
10463 - Pacific Gas & Electric	Sept 2024 353-7	PG&E - 9930567353-7	Paid by Check # 105370		09/09/2024	09/17/2024	09/17/2024		09/20/2024	84.24
10463 - Pacific Gas & Electric	Sept 2024 943-2	PG&E - 6150212943-2	Paid by Check # 105370		09/09/2024	09/17/2024	09/17/2024		09/20/2024	110.66
10463 - Pacific Gas & Electric	Sept 2024 720-0	PG&E - 0167505720-0	Paid by Check # 105370		09/10/2024	09/17/2024	09/17/2024		09/20/2024	585.92
10463 - Pacific Gas & Electric	Sept 2024 085-2	PG&E - 5434906085-2	Paid by Check # 105370		09/10/2024	09/17/2024	09/17/2024		09/20/2024	120.21
10463 - Pacific Gas & Electric	Sept 2024 202-3	PG&E - 6594070202-3	Paid by Check # 105370		09/10/2024	09/17/2024	09/17/2024		09/20/2024	131.19
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 9	\$2,041.96
Account 6400.780 - Material & Suppl Traffic Signal										
11248 - Bear Electrical Solutions, Inc.	22938	Traffic Signal Maintenance Response	Paid by Check # 105356		05/28/2024	09/11/2024	09/11/2024		09/20/2024	4,770.00
11248 - Bear Electrical Solutions, Inc.	22825	Traffic Signal Maintenance Response	Paid by Check # 105356		05/28/2024	09/11/2024	09/11/2024		09/20/2024	250.00
Account 6400.780 - Material & Suppl Traffic Signal Totals									Invoice Transactions 2	\$5,020.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 11	\$7,061.96
Division 000 - Non-Div Totals									Invoice Transactions 11	\$7,061.96
Department 000 - Non-Dept Totals									Invoice Transactions 11	\$7,061.96
Fund 220 - Gas Tax Totals									Invoice Transactions 11	\$7,061.96



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 255 - Housing Assistance Fund										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.400 - Other Charges - Fees										
10463 - Pacific Gas & Electric	Sept 2024 340-8	PG&E - 8376495340-8	Paid by Check # 105370		09/12/2024	09/17/2024	09/17/2024		09/20/2024	27.68
Account 6600.400 - Other Charges - Fees Totals							Invoice Transactions 1		\$27.68	
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1		\$27.68	
Division 000 - Non-Div Totals							Invoice Transactions 1		\$27.68	
Department 000 - Non-Dept Totals							Invoice Transactions 1		\$27.68	
Fund 255 - Housing Assistance Fund Totals							Invoice Transactions 1		\$27.68	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10462 - Pacific Crest Engineering	14116	Dunes City Park Project	Paid by EFT # 5133		08/31/2024	09/18/2024	09/18/2024		09/20/2024	15,561.06
11266 - Verde Design, Inc.	2-2318500	Dunes Park Development Project	Paid by Check # 105375		02/07/2024	09/18/2024	09/18/2024		09/20/2024	18,967.42
11266 - Verde Design, Inc.	16-2207300	Gloria Jean Tate Park Improvements Project	Paid by Check # 105375		09/11/2024	09/18/2024	09/18/2024		09/20/2024	11,090.00
11266 - Verde Design, Inc.	2-2318501	Marina Dunes Ph 1 Amendment 3	Paid by Check # 105375		06/30/2024	09/18/2024	09/18/2024		09/20/2024	24,330.35
11266 - Verde Design, Inc.	3-2318501	Marina Dunes Ph 1 Amendment 3	Paid by Check # 105375		08/15/2024	09/18/2024	09/18/2024		09/20/2024	28,697.37
11266 - Verde Design, Inc.	4-2318501	Marina Dunes Ph 1 Amendment 3	Paid by Check # 105375		09/12/2024	09/18/2024	09/18/2024		09/20/2024	13,523.38
11776 - Bianca E. Koenig - BEK Collective	030-003-007	Marina Gateway Signs	Paid by Check # 105357		09/03/2024	09/11/2024	09/11/2024		09/20/2024	3,852.50
11776 - Bianca E. Koenig - BEK Collective	030-003-006	Marina Gateway signs	Paid by Check # 105357		08/05/2024	09/11/2024	09/11/2024		09/20/2024	5,056.25
10463 - Pacific Gas & Electric	124996973	Imjin Parkway Widening Project	Paid by Check # 105379		04/25/2024	09/19/2024	09/19/2024		09/20/2024	9,961.50
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	9		<u>\$131,039.83</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	9		<u>\$131,039.83</u>
Division 000 - Non-Div Totals							Invoice Transactions	9		<u>\$131,039.83</u>
Department 000 - Non-Dept Totals							Invoice Transactions	9		<u>\$131,039.83</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	9		<u>\$131,039.83</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11964 - Shute Mihaly & Weinberger LLP	288096	Airport - August 2024	Paid by Check # 105372		09/10/2024	09/16/2024	09/16/2024		09/20/2024	3,927.00
10249 - Gatzke Dillon & Ballance	15844	Airport Issues for July 2024	Paid by Check # 105365		08/16/2024	09/16/2024	09/03/2024		09/20/2024	1,617.00
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals									Invoice Transactions 2	\$5,544.00
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-4754151	781 Neeson Rd (North Tarmac)	Paid by Check # 105373		08/31/2024	09/03/2024	09/30/2024		09/20/2024	424.95
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$424.95
Account 6360.050 - Maint & Repairs Building										
11424 - California Fire Protection Inc.	20-15689	Service Call for sprinkler repair; replace PIV tamper switches	Paid by Check # 105359		09/16/2024	10/16/2024	09/17/2024		09/20/2024	875.00
10035 - Ruth Maria Milla-Leon/Andersen's Lock & Safe, Inc.	C-45562	Rekeyed 554 Bathroom, storage and Maintenance Shop	Paid by EFT # 5136		09/10/2024	10/10/2024	09/10/2024		09/20/2024	312.52
Account 6360.050 - Maint & Repairs Building Totals									Invoice Transactions 2	\$1,187.52
Account 6360.280 - Maint & Repairs Habitat Management Svc										
10250 - Gavilan Pest Control	0164048	Bldg 520 Squirrels	Paid by Check # 105366		08/23/2024	09/23/2024	09/03/2024		09/20/2024	1,150.00
Account 6360.280 - Maint & Repairs Habitat Management Svc Totals									Invoice Transactions 1	\$1,150.00
Account 6360.360 - Maint & Repairs Janitorial										
10034 - American Supply Co.	3040913	Airport cleaning supplies for BJS	Paid by Check # 105354		09/09/2024	10/10/2024	09/10/2024		09/20/2024	1,759.96
10034 - American Supply Co.	0180561	Airport cleaning supplies for BJS	Paid by Check # 105354		10/27/2023	09/27/2024	09/10/2024		09/20/2024	1,527.21
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 2	\$3,287.17
Account 6360.450 - Maint & Repairs Maint & Repairs										
10728 - Ace Hardware-Public Works	089354	Mouse Trap for Exedition	Paid by Check # 105353		09/10/2024	09/10/2024	09/10/2024		09/20/2024	32.76
10728 - Ace Hardware-Public Works	089364	AA batteries for mouse trap	Paid by Check # 105353		09/11/2024	09/27/2024	09/10/2024		09/20/2024	14.19
10728 - Ace Hardware-Public Works	089363	Safety glasses	Paid by Check # 105353		09/11/2024	09/27/2024	09/10/2024		09/20/2024	18.56
Account 6360.450 - Maint & Repairs Maint & Repairs Totals									Invoice Transactions 3	\$65.51
Account 6360.570 - Maint & Repairs Other Svc Agr										
10239 - First Alarm	826729	3200 Imjin Rd Bldg 507	Paid by EFT # 5128		06/15/2024	09/06/2024	09/03/2024		09/20/2024	299.98
Account 6360.570 - Maint & Repairs Other Svc Agr Totals									Invoice Transactions 1	\$299.98



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000022206677	Fire Alarms Hangar 524 & 533 (9391023444)	Paid by Check # 105355		08/28/2024	10/04/2024	09/03/2024		09/20/2024	61.27
10758 - AT & T CALNET3	000022206682	AWOS-Auto Weather Service (9391023449)	Paid by Check # 105355		08/28/2024	10/04/2024	09/03/2024		09/20/2024	33.38
10758 - AT & T CALNET3	000022206676	Fire Alarms Hangar 524 & 533 (9391023443)	Paid by Check # 105355		08/28/2024	10/04/2024	09/03/2024		09/20/2024	61.27
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions 3			\$155.92
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2024 103-6	3200 Imjin Rd Bldg 507 (8030427103-6)	Paid by Check # 105370		09/09/2024	09/27/2024	09/17/2024		09/20/2024	5,643.53
10463 - Pacific Gas & Electric	Sept 2024 347-0	3263 Imji Rd Bldg 519 (6258961347-0)	Paid by Check # 105370		09/09/2024	09/26/2024	09/17/2024		09/20/2024	698.65
10463 - Pacific Gas & Electric	Sept 2024 451-7	3271 Imjin Rd (8600650451-7)	Paid by Check # 105370		09/09/2024	09/26/2024	09/17/2024		09/20/2024	429.11
10463 - Pacific Gas & Electric	Sept 2024 608-2	3260 Imjin Ave Bldg 514 (7383993608-2)	Paid by Check # 105370		09/10/2024	09/27/2024	09/17/2024		09/20/2024	79.84
10463 - Pacific Gas & Electric	Sept 2024 288-5	781 Neeson Rd Bldg 520 (7175660288-5)	Paid by Check # 105370		09/10/2024	09/27/2024	09/17/2024		09/20/2024	283.55
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions 5			\$7,134.68
Account 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	537442295	Airport Copier Lease August September	Paid by Check # 105368		09/03/2024	09/29/2024	09/03/2024		09/20/2024	94.85
Account 6600.452 - Other Charges Leased Copier Totals							Invoice Transactions 1			\$94.85
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 21			\$19,344.58
Division 000 - Non-Div Totals							Invoice Transactions 21			\$19,344.58
Department 000 - Non-Dept Totals							Invoice Transactions 21			\$19,344.58
Fund 555 - Marina Airport Totals							Invoice Transactions 21			\$19,344.58
Grand Totals							Invoice Transactions 92			\$284,599.73



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.465 - Prof Svc Legal - Special Counsel										
11505 - Shartsis Friese LLP	5496719	Professional Services - MPWSP - August 2024	Paid by Check # 105409		09/20/2024	09/20/2024	09/20/2024		09/27/2024	33,331.50
Account 6300.465 - Prof Svc Legal - Special Counsel Totals									Invoice Transactions 1	\$33,331.50
Account 6300.570 - Prof Svc Other										
10335 - Liebert Cassidy Whitmore	276516	LCW - Professional Services	Paid by EFT # 5181		08/31/2024	09/10/2024	09/10/2024		09/27/2024	4,862.00
10335 - Liebert Cassidy Whitmore	276552	LCW - Professional Services	Paid by EFT # 5181		08/31/2024	09/10/2024	09/10/2024		09/27/2024	180.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 2	\$5,042.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9973516319	Monthly Verizon Bill- 308174766	Paid by EFT # 5187		09/10/2024	09/20/2024	09/20/2024		09/27/2024	176.21
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$176.21
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 4	\$38,549.71
Division 000 - Non-Div Totals									Invoice Transactions 4	\$38,549.71
Department 120 - City Mgr/HR/Risk Totals									Invoice Transactions 4	\$38,549.71
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
10511 - Richard B. Standridge	24-19	Service 9/9-19/2024	Paid by EFT # 5185		09/20/2024	09/20/2024	09/20/2024		09/27/2024	3,253.75
Account 6300.216 - Prof Svc Fin - Accounting Services Totals									Invoice Transactions 1	\$3,253.75
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9973516319	Monthly Verizon Bill- 308174766	Paid by EFT # 5187		09/10/2024	09/20/2024	09/20/2024		09/27/2024	141.27
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$141.27
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$3,395.02
Division 000 - Non-Div Totals									Invoice Transactions 2	\$3,395.02
Department 130 - Finance Totals									Invoice Transactions 2	\$3,395.02
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10456 - Shred-it USA - Stericycle, Inc.	8008373362	On-site shredding	Paid by Check # 105411		09/18/2024	09/25/2024	09/25/2024		09/27/2024	172.61
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$172.61



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	22298236	CALNET3-9391023436	Paid by Check		09/13/2024	09/20/2024	09/20/2024		09/27/2024	64.10
		(239-461-6578)	# 105385							
10758 - AT & T CALNET3	22307477	CALNET3-9391023482	Paid by Check		09/15/2024	09/20/2024	09/20/2024		09/27/2024	30.42
		(884-0985)	# 105385							
10758 - AT & T CALNET3	22307479	CALNET3-9391023485	Paid by Check		09/15/2024	09/20/2024	09/20/2024		09/27/2024	31.55
		(884-2573)	# 105385							
10758 - AT & T CALNET3	22307484	CALNET3-9391023490	Paid by Check		09/15/2024	09/20/2024	09/20/2024		09/27/2024	57.73
		(884-9568)	# 105385							
10758 - AT & T CALNET3	22307485	CALNET3-9391023491	Paid by Check		09/15/2024	09/20/2024	09/20/2024		09/27/2024	91.42
		(884-9654)	# 105385							
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 5	\$275.22
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2024 683-2	PG&E 6217294683-2	Paid by Check		09/17/2024	09/20/2024	09/20/2024		09/27/2024	206.53
			# 105404							
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	\$206.53
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 2024 56-018	208 Palm Ave	Paid by Check		09/12/2024	09/19/2024	09/19/2024		09/27/2024	250.66
			# 105396							
10349 - Marina Coast Water District	Sept 2024 56-020	304 Hillcrest Ave	Paid by Check		09/12/2024	09/19/2024	09/19/2024		09/27/2024	86.58
			# 105396							
10349 - Marina Coast Water District	Sept 2024 56-025	327 Reindollar Ave	Paid by Check		09/12/2024	09/19/2024	09/19/2024		09/27/2024	47.05
			# 105396							
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 3	\$384.29
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 10	\$1,038.65
Division 000 - Non-Div Totals									Invoice Transactions 10	\$1,038.65
Department 190 - Citywide Non-Dept Totals									Invoice Transactions 10	\$1,038.65
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11723 - Hardee Polygraph Services - Heather Hardee	MPD24-03	Polygraph - Nava, Tanya	Paid by Check		09/14/2024	09/19/2024	09/19/2024		09/27/2024	300.00
			# 105392							
12065 - Hasco Stations, LLC	INV-144490	Car Wash	Paid by Check		09/15/2024	09/19/2024	09/19/2024		09/27/2024	144.50
			# 105393							
11740 - LEFTA International Business Information Tech - LEFTA	INV-003430	Annual Shiefl Suite Subscription	Paid by EFT #		09/06/2024	09/19/2024	09/19/2024		09/27/2024	5,728.80
			5179							
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 3	\$6,173.30



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.050 - Maint & Repairs Building										
10239 - First Alarm	845295	Service Call - Added Users	Paid by EFT # 5178		09/15/2024	09/19/2024	09/19/2024		09/27/2024	35.00
Account 6360.050 - Maint & Repairs Building Totals Invoice Transactions 1										<u>\$35.00</u>
Account 6360.570 - Maint & Repairs Other Svc Agr										
10592 - U.S. Bank Equipment Finance-USbancorp	536738354	Contract Pmt 08/20/2024-09/20/2024	Paid by Check # 105415		08/27/2024	09/19/2024	09/19/2024		09/27/2024	1,460.44
10592 - U.S. Bank Equipment Finance-USbancorp	537442295	Contract Pmt. 08/29/24-09/29/24	Paid by Check # 105415		09/05/2024	09/19/2024	09/19/2024		09/27/2024	94.85
Account 6360.570 - Maint & Repairs Other Svc Agr Totals Invoice Transactions 2										<u>\$1,555.29</u>
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	22307508	CALNET3-9391023435 (237-267-6922)	Paid by Check # 105385		09/15/2024	09/20/2024	09/20/2024		09/27/2024	171.47
10374 - Maynard Group Inc.	301584	New User in CDD	Paid by EFT # 5182		09/10/2024	09/19/2024	09/19/2024		09/27/2024	595.88
Account 6380.150 - Utilities Comm Phone System Totals Invoice Transactions 2										<u>\$767.35</u>
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2024 767-2	2652040767-2	Paid by Check # 105404		09/10/2024	09/19/2024	09/19/2024		09/27/2024	112.58
Account 6380.300 - Utilities Gas & Electric Totals Invoice Transactions 1										<u>\$112.58</u>
Account 6400.720 - Material & Suppl Safety Equip										
10727 - Ace Hardware-Public Safety	089392	Reflective Numbers	Paid by Check # 105382		09/13/2024	09/19/2024	09/19/2024		09/27/2024	9.82
10727 - Ace Hardware-Public Safety	089463	BATTERY ALKLN AA CD16 ACE	Paid by Check # 105382		09/20/2024	09/25/2024	09/25/2024		09/27/2024	10.91
Account 6400.720 - Material & Suppl Safety Equip Totals Invoice Transactions 2										<u>\$20.73</u>
Account 6400.800 - Material & Suppl Uniform										
10541 - Sign Works - SC Works	15687	Animal Shelter Sign	Paid by Check # 105413		09/16/2024	09/19/2024	09/19/2024		09/27/2024	198.11
Account 6400.800 - Material & Suppl Uniform Totals Invoice Transactions 1										<u>\$198.11</u>
Account 6600.485 - Other Charges Medical Svc - Investigations										
10445 - Natividad Medical Center	06-20-24	Blood Alcohol Testing - Aaron Garcia	Paid by Check # 105401		09/19/2024	09/19/2024	09/19/2024		09/27/2024	31.00
10445 - Natividad Medical Center	03-06-24	Collect Blood Alcohol DUI - Christopher Vann	Paid by Check # 105401		03/06/2024	09/25/2024	09/25/2024		09/27/2024	31.00
10445 - Natividad Medical Center	07-06-24	Collect Blood Alcohol DUI - Aaron A. Garcia	Paid by Check # 105401		07/06/2024	09/25/2024	09/25/2024		09/27/2024	31.00
10445 - Natividad Medical Center	08-06-24	Collect Blood Alcohol DUI - Edward Anguiano	Paid by Check # 105401		08/06/2024	09/25/2024	09/25/2024		09/27/2024	31.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.485 - Other Charges Medical Svc - Investigations										
10445 - Natividad Medical Center	05-06-24	Collect Blood Alcohol DUI	Paid by Check # 105401		05/06/2024	09/25/2024	09/25/2024		09/27/2024	93.00
Account 6600.485 - Other Charges Medical Svc - Investigations Totals							Invoice Transactions 5			\$217.00
Account 6600.625 - Other Charges Printing Svc										
12091 - MP EXPRESS, INC.	75370	Parking Violation Tickets	Paid by Check # 105399		09/16/2024	09/19/2024	09/19/2024		09/27/2024	846.42
11790 - Quality Print & Copy	24023	Pre-Booking Sheet	Paid by EFT # 5184		09/16/2024	09/19/2024	09/19/2024		09/27/2024	759.28
Account 6600.625 - Other Charges Printing Svc Totals							Invoice Transactions 2			\$1,605.70
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 19			\$10,685.06
Division 000 - Non-Div Totals							Invoice Transactions 19			\$10,685.06
Department 210 - Police Totals							Invoice Transactions 19			\$10,685.06
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	124437	Plan registration & inspections for 2402 Schooner Avenue	Paid by Check # 105387		09/14/2024	09/19/2024	09/19/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124438	Plan registration & inspections for 2404 Schooner Avenue	Paid by Check # 105387		09/14/2024	09/19/2024	09/19/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124436	Plan registration & inspections for 2406 Schooner Avenue	Paid by Check # 105387		09/14/2024	09/19/2024	09/19/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124435	Plan registration & inspections for 2408 Schooner Avenue	Paid by Check # 105387		09/14/2024	09/19/2024	09/19/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124434	Plan registration & inspections for 2410 Schooner Avenue	Paid by Check # 105387		09/14/2024	09/19/2024	09/19/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124433	Plan registration & inspections for 2412 Schooner Avenue	Paid by Check # 105387		09/14/2024	09/19/2024	09/19/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124450	Plan review & inspection for Joby Terminal 72 TI, 741 Neeson Rd	Paid by Check # 105387		09/17/2024	09/25/2024	09/25/2024		09/27/2024	215.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10841 - Carmel Fire Protection Associates - Art Black	124458	Plan review & inspection for Joby 13 TI, 3200 Imjin	Paid by Check # 105387		09/20/2024	09/25/2024	09/25/2024		09/27/2024	215.00
10841 - Carmel Fire Protection Associates - Art Black	124439	Plan registration for 586 Santa Ynez Way, Marina 5000 Lot 793	Paid by Check # 105387		09/16/2024	09/25/2024	09/25/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124443	Plan registration for Bay House, 110 8th Street, Lot 569	Paid by Check # 105387		09/16/2024	09/25/2024	09/25/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124442	Plan registration for Bay House, 108 8th Street, Lot 568	Paid by Check # 105387		09/16/2024	09/25/2024	09/25/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124440	Plan registration for 588 Sant Ynez Way, Marina 5000	Paid by Check # 105387		09/16/2024	09/25/2024	09/25/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124449	Plan registration for Bay House, 2501 Ocean Bluff Ave, Lot 575	Paid by Check # 105387		09/17/2024	09/25/2024	09/25/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124448	Plan registration for Bay House, 2503 Ocean Bluff Ave, Lot 574	Paid by Check # 105387		09/17/2024	09/25/2024	09/25/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124447	Plan registration for Bay House, 2505 Ocean Bluff Ave, Lot 573	Paid by Check # 105387		09/17/2024	09/25/2024	09/25/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124446	Plan registration for Bay House, 2507 Ocean Bluff Ave, Lot 572	Paid by Check # 105387		09/17/2024	09/25/2024	09/25/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124445	Plan registration for Bay House, 114 8th Street, Lot 571	Paid by Check # 105387		09/17/2024	09/25/2024	09/25/2024		09/27/2024	230.00
10841 - Carmel Fire Protection Associates - Art Black	124444	Plan registration for Bay House, 112 8th Street, Lot 570	Paid by Check # 105387		09/16/2024	09/25/2024	09/25/2024		09/27/2024	230.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 18	\$4,110.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10927 - Ace Hardware - Fire Dept.	089384	Caulking for station 1 showers and batteries	Paid by Check # 105381		09/13/2024	09/19/2024	09/19/2024		09/27/2024	50.21
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals							Invoice Transactions 1			\$50.21
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	089439	Paint Tray	Paid by Check # 105381		09/18/2024	09/19/2024	09/19/2024		09/27/2024	6.53
10927 - Ace Hardware - Fire Dept.	089457	2429 Key for A. Thomas	Paid by Check # 105381		09/19/2024	09/19/2024	09/19/2024		09/27/2024	1.74
10927 - Ace Hardware - Fire Dept.	089423	Paint mixer plastic gallon	Paid by Check # 105381		09/17/2024	09/19/2024	09/19/2024		09/27/2024	8.73
10927 - Ace Hardware - Fire Dept.	089420	Quart acetone	Paid by Check # 105381		09/17/2024	09/19/2024	09/19/2024		09/27/2024	14.19
10927 - Ace Hardware - Fire Dept.	089465	Spray paint and primer	Paid by Check # 105381		09/20/2024	09/23/2024	09/23/2024		09/27/2024	10.93
11393 - Carmel Roasters, Inc.	70558	FD Coffee - 3 boxes	Paid by Check # 105388		09/25/2024	09/25/2024	09/25/2024		09/27/2024	262.20
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions 6			\$304.32
Account 6400.795 - Material & Suppl Turnout Equip-Structure Fires										
10323 - L.N. Curtis & Sons	INV868163	Turnouts for Andrew Thomas	Paid by EFT # 5180		09/20/2024	09/23/2024	09/23/2024		09/27/2024	5,541.16
Account 6400.795 - Material & Suppl Turnout Equip-Structure Fires Totals							Invoice Transactions 1			\$5,541.16
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires										
10323 - L.N. Curtis & Sons	INV836625	Wildland Brush Coat	Paid by EFT # 5180		06/21/2024	09/19/2024	09/19/2024		09/27/2024	763.88
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires Totals							Invoice Transactions 1			\$763.88
Account 6400.800 - Material & Suppl Uniform										
10323 - L.N. Curtis & Sons	INV863848	Uniform shirt for D. McCoun	Paid by EFT # 5180		09/10/2024	09/19/2024	09/19/2024		09/27/2024	133.62
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 1			\$133.62
Account 6500.700 - Training & Travel Training & Travel										
10839 - Doug McCoun - Refunds only	09-19-24	Per Diem for Out of County Fire Assignment - Airport Incident	Paid by Check # 105391		09/19/2024	09/23/2024	09/23/2024		09/27/2024	34.00
10839 - Doug McCoun - Refunds only	09-20-24	Per Diem for Out of County Fire Assignment - Airport Incident	Paid by Check # 105391		09/20/2024	09/23/2024	09/23/2024		09/27/2024	17.00
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions 2			\$51.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6700.130 - Capital Outlay Vehicles										
12039 - COASTAL FABRICATION COMPANY, INC.	24249	Metal board for radios on 22-01, A. Prado	Paid by Check # 105389		09/20/2024	09/23/2024	09/23/2024		09/27/2024	3,283.26
12039 - COASTAL FABRICATION COMPANY, INC.	24250	Metal board for radios on 22-02, M. Sweeney	Paid by Check # 105389		09/20/2024	09/23/2024	09/23/2024		09/27/2024	3,283.26
10967 - Monterey Signs, Inc.	25348	Graphic design/stripping for 24-01 vehicle for A, Prado	Paid by EFT # 5183		09/19/2024	09/19/2024	09/19/2024		09/27/2024	2,027.85
Account 6700.130 - Capital Outlay Vehicles Totals							Invoice Transactions 3		\$8,594.37	
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 33		\$19,548.56	
Division 000 - Non-Div Totals							Invoice Transactions 33		\$19,548.56	
Department 250 - Fire Totals							Invoice Transactions 33		\$19,548.56	
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10728 - Ace Hardware-Public Works	089345	Dune Rd Ballerd	Paid by Check # 105383		09/10/2024	09/18/2024	09/18/2024		09/27/2024	17.44
10728 - Ace Hardware-Public Works	089296	Community Center/Lego Wall	Paid by Check # 105383		09/03/2024	09/19/2024	09/19/2024		09/27/2024	21.84
10728 - Ace Hardware-Public Works	089291	Community Center/Lego Wall	Paid by Check # 105383		09/03/2024	09/19/2024	09/19/2024		09/27/2024	68.13
10728 - Ace Hardware-Public Works	089391	Paint for Barricades	Paid by Check # 105383		09/13/2024	09/19/2024	09/19/2024		09/27/2024	18.54
10181 - Dave's Repair Service	37140	Monthly Site Inspections as Designated Operator	Paid by Check # 105390		09/12/2024	09/18/2024	09/18/2024		09/27/2024	95.00
10520 - Roto-Rooter Plumbers & Restoration	994034720	188 Seaside Circle Library	Paid by Check # 105406		09/12/2024	09/18/2024	09/18/2024		09/27/2024	2,849.50
10538 - Sherwin-Williams	5582-3	Locke Paddon Park Facilities	Paid by Check # 105410		09/16/2024	09/18/2024	09/18/2024		09/27/2024	60.35
10538 - Sherwin-Williams	2467-0	Locke Paddon Park	Paid by Check # 105410		09/05/2024	09/19/2024	09/19/2024		09/27/2024	92.85
10538 - Sherwin-Williams	3225-1	Community Center	Paid by Check # 105410		09/17/2024	09/19/2024	09/19/2024		09/27/2024	454.44
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals							Invoice Transactions 9		\$3,678.09	
Account 6360.075 - Maint & Repairs Bdg Teen Center										
10427 - Monterey Regional Waste Management District	4159293	Teen Center Refrigerator	Paid by Check # 105397		09/12/2024	09/18/2024	09/18/2024		09/27/2024	50.00
Account 6360.075 - Maint & Repairs Bdg Teen Center Totals							Invoice Transactions 1		\$50.00	



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Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10599 - Valley Saw & Garden Equipment	385835	PW Equipment	Paid by Check # 105416		09/10/2024	09/19/2024	09/19/2024		09/27/2024	29.50
Account 6360.440 - Maint & Repairs Landscape General Totals										Invoice Transactions 1
										\$29.50
Account 6360.690 - Maint & Repairs Supplies										
11968 - Safetequip, Inc.	104648	PPE	Paid by Check # 105407		09/16/2024	09/18/2024	09/18/2024		09/27/2024	506.05
Account 6360.690 - Maint & Repairs Supplies Totals										Invoice Transactions 1
										\$506.05
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 2024 56-011	3254 Abdy Way (Tate Park-Irrigation)	Paid by Check # 105396		09/06/2024	09/19/2024	09/19/2024		09/27/2024	1,503.46
10349 - Marina Coast Water District	Sept 2024 56-034	3240 DeForest Rd	Paid by Check # 105396		09/06/2024	09/19/2024	09/19/2024		09/27/2024	586.01
10349 - Marina Coast Water District	Sept 2024 56-098	3254 Abdy Way (Tate-Park Building)	Paid by Check # 105396		09/06/2024	09/19/2024	09/19/2024		09/27/2024	72.62
10349 - Marina Coast Water District	Sept 2024 56-014	3200 Del Monte Ave	Paid by Check # 105396		09/06/2024	09/19/2024	09/19/2024		09/27/2024	3,129.54
10349 - Marina Coast Water District	Sept 2024 56-106	306 Reservation Rd	Paid by Check # 105396		09/06/2024	09/19/2024	09/19/2024		09/27/2024	60.99
10349 - Marina Coast Water District	Sept 2024 56-019	211 Hillcrest Ave	Paid by Check # 105396		09/12/2024	09/19/2024	09/19/2024		09/27/2024	638.07
10349 - Marina Coast Water District	Sept 2024 56-001	209-13 Cypress Ave	Paid by Check # 105396		09/12/2024	09/19/2024	09/19/2024		09/27/2024	197.90
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 7
										\$6,188.59
Account 6400.155 - Material & Suppl Dump Fees										
10427 - Monterey Regional Waste Management District	4153055	Perc Ponds	Paid by Check # 105397		09/03/2024	09/18/2024	09/18/2024		09/27/2024	60.16
10427 - Monterey Regional Waste Management District	4152665	Perc Ponds	Paid by Check # 105397		09/03/2024	09/18/2024	09/18/2024		09/27/2024	70.84
10427 - Monterey Regional Waste Management District	4152893	Perc Ponds	Paid by Check # 105397		09/03/2024	09/18/2024	09/18/2024		09/27/2024	60.16
10427 - Monterey Regional Waste Management District	4153845	Wetlands Treewood	Paid by Check # 105397		09/04/2024	09/18/2024	09/18/2024		09/27/2024	60.63
10427 - Monterey Regional Waste Management District	4154097	Wetlands Treewood	Paid by Check # 105397		09/04/2024	09/18/2024	09/18/2024		09/27/2024	227.36
Account 6400.155 - Material & Suppl Dump Fees Totals										Invoice Transactions 5
										\$479.15
Account 6400.733 - Material & Suppl Signs										
10108 - Capitol Barricade, Inc.	169407	"R73-2" 30x30 reflective	Paid by Check # 105386		09/19/2024	09/19/2024	09/19/2024		09/27/2024	874.00
Account 6400.733 - Material & Suppl Signs Totals										Invoice Transactions 1
										\$874.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110543617	PW Uniforms	Paid by Check # 105417		09/13/2024	09/19/2024	09/19/2024		09/27/2024	183.54
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110548066	PW Uniforms	Paid by Check # 105417		09/20/2024	09/19/2024	09/19/2024		09/27/2024	199.65
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions	2		\$383.19
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	27		\$12,188.57
Division 311 - Buildings & Grounds Totals							Invoice Transactions	27		\$12,188.57
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10428 - Monterey Tire Service	1-120257	PD	Paid by Check # 105398		09/09/2024	09/19/2024	09/19/2024		09/27/2024	561.90
10403 - NAPA Auto Parts - former Monterey Auto Supply	4006-083254	Bobcat and PD	Paid by Check # 105400		09/18/2024	09/18/2024	09/18/2024		09/27/2024	129.46
10528 - Salinas Valley Ford	53630	FD	Paid by Check # 105408		09/16/2024	09/18/2024	09/18/2024		09/27/2024	463.59
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions	3		\$1,154.95
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$1,154.95
Division 313 - Vehicle Maint Totals							Invoice Transactions	3		\$1,154.95
Department 310 - Public Works Totals							Invoice Transactions	30		\$13,343.52
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.610 - Prof Svc Planning - Consultant										
10515 - Rincon Consultants, Inc.	60076	Marina On-Call GIS Support	Paid by EFT # 5186		09/19/2024	09/19/2024	09/19/2024		09/27/2024	5,187.00
Account 6300.610 - Prof Svc Planning - Consultant Totals							Invoice Transactions	1		\$5,187.00
Account 6330.100 - Fee Agr Costs - Planning										
10171 - CSG Consultants	57902	Marina Station	Paid by EFT # 5177		09/12/2024	09/19/2024	09/19/2024		09/27/2024	11,720.00
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions	1		\$11,720.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9973516319	Monthly Verizon Bill-308174766	Paid by EFT # 5187		09/10/2024	09/20/2024	09/20/2024		09/27/2024	103.31
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$103.31
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	382706403001	Annex Paper/File Boxes	Paid by Check # 105403		09/06/2024	09/19/2024	09/19/2024		09/27/2024	242.11



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Fund 100 - General Fund										
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
11790 - Quality Print & Copy	24040	Post Stock	Paid by EFT # 5184		09/19/2024	09/22/2024	09/22/2024		09/27/2024	138.59
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	2		\$380.70
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		\$17,391.01
Division 000 - Non-Div Totals							Invoice Transactions	5		\$17,391.01
Department 410 - Planning Totals							Invoice Transactions	5		\$17,391.01
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.070 - Prof Svc Building Plan Check & Inspection										
10171 - CSG Consultants	B241565	Building Plan Review Services	Paid by EFT # 5177		09/03/2024	09/19/2024	09/19/2024		09/27/2024	5,250.00
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals							Invoice Transactions	1		\$5,250.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$5,250.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$5,250.00
Department 430 - Building Inspection Totals							Invoice Transactions	1		\$5,250.00
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	Sept 2024 520 5	AT&T 831-582-9957 520 5	Paid by Check # 105384		09/13/2024	09/20/2024	09/20/2024		09/27/2024	391.22
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	1		\$391.22
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$391.22
Division 100 - Admin Totals							Invoice Transactions	1		\$391.22
Department 510 - Recreation & Culture Totals							Invoice Transactions	1		\$391.22
Fund 100 - General Fund Totals							Invoice Transactions	105		\$109,592.75



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Fund 130 - Library Maintenance										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	147744	Landscape Maintenance July 2024	Paid by Check # 105402		07/31/2024	09/18/2024	09/18/2024		09/27/2024	675.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$675.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$675.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$675.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$675.00
Fund 130 - Library Maintenance Totals							Invoice Transactions	1		\$675.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10560 - Suburban Propane	1602-516755	Propane	Paid by Check # 105414		09/06/2024	09/19/2024	09/19/2024		09/27/2024	469.57
Account 6360.690 - Maint & Repairs Supplies Totals										Invoice Transactions 1
										\$469.57
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2024 329-1	430 Marina Heights Dr Unit A (2391581329-1)	Paid by Check # 105404		09/13/2024	09/18/2024	09/18/2024		09/27/2024	47.77
10463 - Pacific Gas & Electric	Sept 2024 080-9	5th Ave Bldg 1A-136 (3479881080-9)	Paid by Check # 105404		09/09/2024	09/18/2024	09/18/2024		09/27/2024	26.28
10463 - Pacific Gas & Electric	Sept 2024 533-8	PG&E - 2253666533-8	Paid by Check # 105404		09/17/2024	09/20/2024	09/20/2024		09/27/2024	176.21
10463 - Pacific Gas & Electric	Sept 2024 683-2	PG&E 6217294683-2	Paid by Check # 105404		09/17/2024	09/20/2024	09/20/2024		09/27/2024	912.00
Account 6380.300 - Utilities Gas & Electric Totals										Invoice Transactions 4
										\$1,162.26
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 2024 56-084	Crescent/Schuler/Irrigation	Paid by Check # 105396		09/06/2024	09/19/2024	09/19/2024		09/27/2024	42.29
10349 - Marina Coast Water District	Sept 2024 56-032	Crescent Ave/Contra Del Mar East Side	Paid by Check # 105396		09/06/2024	09/19/2024	09/19/2024		09/27/2024	122.01
10349 - Marina Coast Water District	Sept 2024 56-085	Crescent/Whitney Irrigation	Paid by Check # 105396		09/06/2024	09/19/2024	09/19/2024		09/27/2024	42.29
10349 - Marina Coast Water District	Sept 2024 56-087	Crescent Ave/Sirena Del Mar Irrigation	Paid by Check # 105396		09/06/2024	09/19/2024	09/19/2024		09/27/2024	42.29
10349 - Marina Coast Water District	Sept 2024 56-008	Reservation & Del Monte	Paid by Check # 105396		09/06/2024	09/19/2024	09/19/2024		09/27/2024	42.29
10349 - Marina Coast Water District	Sept 2024 56-030	Crescent Ave/Reser Rd/Ramada Inn	Paid by Check # 105396		09/06/2024	09/19/2024	09/19/2024		09/27/2024	65.06
10349 - Marina Coast Water District	Sept 2024 56-086	Crescent/Whitney Irrigation	Paid by Check # 105396		09/06/2024	09/19/2024	09/19/2024		09/27/2024	42.29
10349 - Marina Coast Water District	Sept 2024 56-024	Del Monte/Palm	Paid by Check # 105396		09/12/2024	09/19/2024	09/19/2024		09/27/2024	190.34
10349 - Marina Coast Water District	Sept 2024 56-027	Calif Ave at Reindollar	Paid by Check # 105396		09/12/2024	09/19/2024	09/19/2024		09/27/2024	65.06
Account 6380.500 - Utilities Water & Sewer Totals										Invoice Transactions 9
										\$653.92
Account 6400.740 - Material & Suppl Special Dept Suppl										
10728 - Ace Hardware-Public Works	089407	Solvent	Paid by Check # 105383		09/16/2024	09/18/2024	09/18/2024		09/27/2024	14.19
10540 - Sierra Springs & Alhambra	14225799 091324	209 Cypress Ave	Paid by Check # 105412		09/13/2024	09/18/2024	09/18/2024		09/27/2024	114.91
Account 6400.740 - Material & Suppl Special Dept Suppl Totals										Invoice Transactions 2
										\$129.10



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Fund 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.752 - Material & Suppl Street Paint & Legends										
10728 - Ace Hardware-Public Works	089372	Paint Materials	Paid by Check # 105383		09/12/2024	09/18/2024	09/18/2024		09/27/2024	26.18
10728 - Ace Hardware-Public Works	089337	Supplies	Paid by Check # 105383		09/09/2024	09/18/2024	09/18/2024		09/27/2024	6.54
10538 - Sherwin-Williams	2925-7	Street Painting	Paid by Check # 105410		09/12/2024	09/19/2024	09/19/2024		09/27/2024	1,222.72
Account 6400.752 - Material & Suppl Street Paint & Legends Totals							Invoice Transactions 3			<u>\$1,255.44</u>
Account 6400.780 - Material & Suppl Traffic Signal										
10728 - Ace Hardware-Public Works	089351	Streets Lights and Signs	Paid by Check # 105383		09/10/2024	09/19/2024	09/19/2024		09/27/2024	56.79
Account 6400.780 - Material & Suppl Traffic Signal Totals							Invoice Transactions 1			<u>\$56.79</u>
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110543618	PW Shop Items	Paid by Check # 105417		09/13/2024	09/19/2024	09/19/2024		09/27/2024	73.51
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110548067	PW Shop Items	Paid by Check # 105417		09/20/2024	09/19/2024	09/19/2024		09/27/2024	73.51
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 2			<u>\$147.02</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 22			<u>\$3,874.10</u>
Division 000 - Non-Div Totals							Invoice Transactions 22			<u>\$3,874.10</u>
Department 000 - Non-Dept Totals							Invoice Transactions 22			<u>\$3,874.10</u>
Fund 220 - Gas Tax Totals							Invoice Transactions 22			<u>\$3,874.10</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 232 - Seabreeze AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	147744	Landscape Maintenance July 2024	Paid by Check # 105402		07/31/2024	09/18/2024	09/18/2024		09/27/2024	218.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$218.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$218.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$218.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$218.00
Fund 232 - Seabreeze AD Totals							Invoice Transactions	1		\$218.00



Accounts Payable by G/L Distribution Report

Payment Date Range 09/27/24 - 09/27/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 233 - Monterey Bay Estates AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	147744	Landscape Maintenance July 2024	Paid by Check # 105402		07/31/2024	09/18/2024	09/18/2024		09/27/2024	468.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$468.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$468.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$468.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$468.00
Fund 233 - Monterey Bay Estates AD Totals							Invoice Transactions	1		\$468.00



Accounts Payable by G/L Distribution Report

Payment Date Range 09/27/24 - 09/27/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 235 - Cypress Cove II AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	147744	Landscape Maintenance July 2024	Paid by Check # 105402		07/31/2024	09/18/2024	09/18/2024		09/27/2024	530.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$530.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$530.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$530.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$530.00
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions	1		\$530.00



Accounts Payable by G/L Distribution Report

Payment Date Range 09/27/24 - 09/27/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 251 - CFD - Locke Paddon										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	147744	Landscape Maintenance July 2024	Paid by Check # 105402		07/31/2024	09/18/2024	09/18/2024		09/27/2024	249.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	<u>249.00</u>
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2024 272-1	PG&E - 2862559272-1	Paid by Check # 105404		09/17/2024	09/20/2024	09/20/2024		09/27/2024	48.06
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	<u>\$48.06</u>
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	<u>\$297.06</u>
Division 000 - Non-Div Totals									Invoice Transactions 2	<u>\$297.06</u>
Department 000 - Non-Dept Totals									Invoice Transactions 2	<u>\$297.06</u>
Fund 251 - CFD - Locke Paddon Totals									Invoice Transactions 2	<u>\$297.06</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/27/24 - 09/27/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 462 - City Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10316 - Kimley-Horn & Associates	29363986	2021 Dev Impact Fee	Paid by Check # 105395		08/31/2024	09/18/2024	09/18/2024		09/27/2024	6,093.00
12014 - Pueblo Construction, Inc.	240101-1R	Equestrian Center Kennel Building 2023- 01	Paid by Check # 105405		09/13/2024	09/19/2024	09/19/2024		09/27/2024	501.70
10515 - Rincon Consultants, Inc.	60111	Marina Downtown Vitalization SP and EIR Aug 2024	Paid by EFT # 5186		09/20/2024	09/22/2024	09/22/2024		09/27/2024	1,450.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	3		<u>\$8,044.70</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		<u>\$8,044.70</u>
Division 000 - Non-Div Totals							Invoice Transactions	3		<u>\$8,044.70</u>
Department 000 - Non-Dept Totals							Invoice Transactions	3		<u>\$8,044.70</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	3		<u>\$8,044.70</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/27/24 - 09/27/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	9973516319	Monthly Verizon Bill-308174766	Paid by EFT # 5187		09/10/2024	09/20/2024	09/20/2024		09/27/2024	51.63
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$51.63
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2024 683-2	PG&E 6217294683-2	Paid by Check # 105404		09/17/2024	09/20/2024	09/20/2024		09/27/2024	477.42
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$477.42
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$529.05
Division 000 - Non-Div Totals							Invoice Transactions	2		\$529.05
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$529.05
Fund 555 - Marina Airport Totals							Invoice Transactions	2		\$529.05
Grand Totals							Invoice Transactions	138		\$124,228.66



DRAFT

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

MINUTES

Tuesday, September 17, 2024

6:30 P.M. Open Session

**REGULAR MEETING
CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK
SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR
AGENCY OF THE FORMER MARINA REDEVELOPMENT AGENCY**

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

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

Zoom Meeting URL: <https://zoom.us/j/730251556>

Zoom Meeting Telephone Only Participation: 1-669-900-9128 - Webinar ID: 730 251 556

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

MEMBERS PRESENT: Jennifer McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENT ON CLOSED SESSION ITEMS: None
4. CLOSED SESSION: None
5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
6. SPECIAL PRESENTATIONS: None
7. COUNCIL AND STAFF ANNOUNCEMENTS:
 - Council Member McAdams – Announced the Marina Library is collecting gently use/clean Halloween costumes and the next Dad's Read event is on October 12, 2024.
 - Mayor Delgado – Commented on the October 12th Dad's Read event and the interaction with the animals that will be there. Thanked all the volunteerism going on in Marina and at Locke Paddon Park. Noted a team puzzle event on Friday September 20th at 6:30 pm at the Marina Library
 - Andrea Wiler – Announced Movie-in-the-Park on Saturday, September 21st the movie will be Mavericks Top Gun at Gloria Jean Tate Park.

8. **PUBLIC COMMENT:** *Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.*
 - Maryann Leffel – Believes a 2 Brown Act violations occurred when three council members attended a Marina Chamber of Commerce meeting and discussed chamber business and how they would interact with the Chamber of Commerce.
 - Peter Le – Sent 3 emails to the City Council relating the Measure U. Stated some council members show personal discrimination and race discrimination. Noted it is unfair to ask residents to pay another 30-years in property taxes for another fire/police station that will not benefit the northern part of Marina.
 - Kathy Biala, speaking as member of the public – Showed a presentation of the current condition of some of the city facilities.

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

10. **CONSENT AGENDA:** *These items are considered to be routine and non-controversial. All items under the Consent Agenda may be approved by one motion. Prior to such a motion being made, any member of City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, Council may remove the item from the Consent Agenda and it will be placed at the end of Other Action Items.*
 - a. **ACCOUNTS PAYABLE:** *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Accounts Payable Check Numbers 105214-105350, totaling \$1,196,011.54
Accounts Payable Successor Agency EFT & Check 126 totaling \$3,361.25
 - b. **MINUTES:** *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) September 4, 2024, Regular City Council Meeting
 - c. **CLAIMS AGAINST THE CITY:** None
 - d. **AWARD OF BID:**
 - e. **CALL FOR BIDS:** None

f. ADOPTION OF RESOLUTIONS: *(Not a Project under CEQA per Article 20, Section 15378)*

- (1) Adopting **Resolution No. 2024-104**, amending the Mayor's 2024 recommendation for City Council member assignments to appoint a 2nd Alternate to the Transportation Agency for Monterey County Board.

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

- (1) Adopting **Resolution No. 2024-105**, authorizing the City Manager to enter a cooperative agreement with the County of Monterey to participate in the Urban County CDBG Consortium, determine this action is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE): None

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

Council Member Biala requested to pull agenda item 10b(1) for a separate vote so she could abstain.

DELGADO/MCADAMS: TO APPROVE THE CONSENT AGENDA MINUS 10b(1). 5-0-0-0 Motion Passes

DELGADO/MCADAMS: TO APPROVE AGENDA ITEM 10b(1). 4-0-0-1(Biala). Motion Passes

11. PUBLIC HEARINGS: *In the Council's discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*
12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*
13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

- a. Adopting **Resolution No. 2024-106**, authorize the City Manager to finalize and enter into an Expanded Learning Opportunities Agreement between the City of Marina (City) and Monterey Peninsula Unified School District (MPUSD), subject to approval by the City Attorney.

Public Comments: None received

MCADAMS/BIALA: TO APPROVE RESOLUTION NO. 2024-106, AUTHORIZE THE CITY MANAGER TO FINALIZE AND ENTER INTO AN EXPANDED LEARNING OPPORTUNITIES AGREEMENT BETWEEN THE CITY OF MARINA (CITY) AND MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT (MPUSD), SUBJECT TO APPROVAL BY THE CITY ATTORNEY. 5-0-0-0 Motion Passes

- b. Receive presentation on use of social media by public officials.

Public Comments:

- Peter Le – Would like to see the city adopt a Social Media policy. Noted over the past couple of years the mayor and council never distinguish whether you are a single individual, or you speak on behalf of the council.
- Jeff Markham – ask the attorney if they can briefly go over how, being copied on an email differs from a social media post, and if the same rules apply. Asked if a public official uses their public title or position in their account, name or refers to their official title in a post. Does that make such a post an official position? What are your recommendations on forwarding or charity content?

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor’s Association [Mayor Bruce Delgado]

Mayor Delgado provided an update on the mayor’s association meeting that was held on September 13, 2024.

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

Mayor Pro Tem Visscher attended the Coastal Commission meeting on September 12, 2024, in Monterey where they approved the MST Surf Line Project.

Mayor Delgado had a meeting with Todd Muck from TAMC on September 16, 2024, we discussed the Surf Project, the Hand Cars and FORTAG. Met with the Hand Car owners and they are looking to head the hand cars north since they can go south anymore.

Council Member McCarthy announced that September 10, 2024, was National Suicide Awareness Day

15. ADJOURNMENT: The meeting adjourned in memory of Chandler “Phil” Roland at 8:12 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
October 1, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
ALLOCATING 5.2 ACRE-FEET PER YEAR OF UNALLOCATED WATER
IN THE FORMER FORT ORD AREA TO: 1) CITY-LED PROJECTS AND
2) MARINA KAI APARTMENTS (INTERIM, INC. PROJECT LOCATED
AT 605 BAYONET CIRCLE).**

REQUEST

It is requested that the Marina City Council:

1. Adopt Resolution No. 2024-, allocating the 5.2 acre feet per year of unallocated water in the former Fort Ord area as follows:
 - a. 2.14 acre feet per year of water to the Interim Project (as defined herein).
 - b. 3.06 acre feet per year of water to City-led projects.
2. The allocation of 2.14 acre feet per year of water to the Interim Project will terminate and be reallocated to City-led projects (as defined herein) five (5) years from the date of approval by Council, but such allocation shall no longer be subject to termination upon issuance of building permits to the project and commencement of construction of same.
3. Authorize the City Manager to undertake any actions necessary to carry out the allocations set forth herein, including providing documentation to MCWD or Interim, Inc., to confirm the allocation of water.

BACKGROUND

The City of Marina (City) was allocated 1,340 acre feet per year of potable water at the time of the closure of Fort Ord for areas within the City located within former Fort Ord. Of the 1,340 acre-feet of water per year allocated to the City, only 5.2 acre feet of water remains unallocated to any development. Marina Coast Water District (“MCWD”) is in the process of developing additional water supplies that will be available for development projects in the City including the former Fort Ord.

There are various City-led projects within the boundaries of the former Fort Ord for which an allocation of water has not been made, or for which an allocation previously made may not be sufficient, including but not limited to the following City-led projects: Sea Haven Park, Dunes City Park, and Cypress Knolls (hereinafter “City-led projects”). Additionally, Interim, Inc., a nonprofit organization that provides a unique combination of support services, housing and treatment for adults with mental illness in Monterey County has recently received Design Review and Sign Permit approvals from the City’s Planning Commission for its project located at 605 Bayonet Circle (“Interim Project”). Interim, Inc. operates five sites in the City of Marina. The Interim Project will serve the community by providing permanent supportive housing to those that are homeless or at risk of homelessness. As approved, the project will involve demolishing an existing four-plex and development of a new 24-unit project, including 23 studio apartments and one (1) 1-bedroom resident manager unit.

ANALYSIS

MCWD, the water purveyor for the City of Marina has verified the current water use for the existing four-plex located at 605 Bayonet Circle as 1.32 acre feet per year (see Exhibit A). The Interim Project will require an additional 2.14 acre feet per year of water above its current water allocation (id). The Interim Project is in the pre-development phase of the project. As such, it is recommended that the allocation of 2.14 acre feet per year of water to the Interim Project should terminate and be reallocated to City-led projects if not used within five (5) years from the date that Council approves this allocation. However, the allocation should vest, and no longer be subject to termination upon the issuance of building permits to the project and commencement of construction of the project.

The City of Marina has no more remaining unallocated water on the former Fort Ord area. Property owners of land in the former Fort Ord area who want to build or develop property will need to wait until MCWD who is the water purveyor has brought additional new water supplies on-line which they estimate could be by the end of 2025.

ENVIRONMENTAL DETERMINATION

The allocation of water itself to as yet undefined City-led projects is not a project as that term is defined by the California Environmental Quality Act (CEQA). Additionally, the allocation of water itself is subject to the commonsense exemption (CEQA Guidelines 15061(b)(3)) given the fact that impacts are not reasonably foreseeable based on the allocation alone; and furthermore any specific projects relying on the allocation will undergo further environmental review at the appropriate time.

The Interim Project is not affected by the decision to allocate water to the project; moreover, such project has already been found and determined to be exempt by the Planning Commission under CEQA per Public Resources Code § 21080.40 (AB 1449), categorical exemption in CEQA Guideline (15302) (Class 2), and Public Resources Code § 21080(b) (for demolition permit) all as set forth Planning Commission Resolution 2024-12.

FISCAL IMPACT:

None.

Prepared by:

René Alejandro Ortega
City Attorney
City of Marina

REVIEW/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ALLOCATING 5.2 ACRE-FEET PER YEAR OF UNALLOCATED WATER IN THE FORMER FORT ORD AREA TO: 1) CITY-LED PROJECTS AND 2) MARINA KAI APARTMENTS (INTERIM, INC. PROJECT LOCATED AT 605 BAYONET CIRCLE).

WHEREAS, the City of Marina (City) was allocated 1,340 acre feet per year of potable water at the time of the closure of Fort Ord for areas within the City located within former Fort Ord; and
WHEREAS, of the 1,340 acre-feet of water per year allocated to the City, only 5.2 acre feet of water remains unallocated to any development; and

WHEREAS, Marina Coast Water District (MCWD) is in the process of developing additional water supplies that will be available for development projects in the City; and

WHEREAS, there are various City-led projects within the boundaries of the former Fort Ord for which an allocation of water has not been made, or for which an allocation previously made may not be sufficient, including but not limited to the following City-led projects: Sea Haven Park, Dunes City Park, and Cypress Knolls (hereinafter “City-led projects”); and

WHEREAS, the City Council desires to reserve and allocate the 5.2 acre feet of unallocated water to City-led projects; and

WHEREAS, in addition to reserving and allocating water to City-led projects, the City desires to allocate a portion of the unallocated water to a project which will serve the community by providing permanent supportive housing to those that are homeless or at risk of homelessness – the Marina Kai Apartments proposed to be developed by Interim, Inc. at 605 Bayonet Circle (“Interim Project”); and

WHEREAS, Interim, Inc., is a nonprofit organization that provides a unique combination of support services, housing and treatment for adults with mental illness in Monterey County, and operates five (5) sites in the City of Marina; and

WHEREAS, the Interim Project will involve demolishing an existing four-plex and development of a new 24-unit project, including 23 studio apartments and one (1) 1-bedroom resident manager unit; and

WHEREAS, the Interim Project has received necessary Design Review and Sign Permit approvals from the City’s Planning Commission; and

WHEREAS, the Marina Coast Water District (“MCWD”), the water purveyor for the City of Marina has verified the current water use for the existing four-plex as 1.32 acre feet per year (see Exhibit A); and

WHEREAS, the Interim Project will require an additional 2.14 acre feet per year of water above its current water allocation (see Exhibit A); and

WHEREAS, the allocation of 2.14 acre feet per year of water to the Interim Project will terminate and be reallocated to City-led projects if not used within five (5) years from the date herein, but such allocation shall no longer be subject to termination upon issuance of building permits to the project and commencement of construction of same; and

WHEREAS, the allocation of water itself by Council to as yet undefined City-led projects is not a project as that term is defined by the California Environmental Quality Act (CEQA). Additionally, the allocation of water itself is subject to the commonsense exemption (CEQA Guidelines 15061(b)(3)) given the fact that impacts are not reasonably foreseeable based on the allocation alone; and furthermore any specific projects relying on the allocation will undergo further environmental review at the appropriate time; and

WHEREAS, the Interim Project is not affected by the decision to allocate water to the project; moreover, such project has already been found and determined to be exempt by the Planning Commission under CEQA per Public Resources Code § 21080.40 (AB 1449), categorical exemption in CEQA Guideline (15302) (Class 2), and Public Resources Code § 21080(b) (for demolition permit) all as set forth Planning Commission Resolution 2024-12; and

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

1. Include the recitals set forth above in their entirety as if set forth herein.
2. Allocate the 5.2 acre feet per year of unallocated water in the former Fort Ord area as follows:
 - a. 2.14 acre feet per year of water to the Interim Project.
 - b. 3.06 acre feet per year of water to City-led projects.
3. The allocation of 2.14 acre feet per year of water to the Interim Project will terminate and be reallocated to City-led projects (as defined herein) five (5) years from the date herein, but such allocation shall no longer be subject to termination upon issuance of building permits to the project and commencement of construction of same.
4. Authorize the City Manager to undertake any actions necessary to carry out the allocations set forth herein, including providing documentation to MCWD or Interim, Inc., to confirm the allocation of water.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 1st day of October 2024, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



TECHNICAL MEMORANDUM

Subject: Marina Kai Apartments (Bayonet Circle)
Prepared For: Garrett Haertel, PE – District Engineer
Prepared by: Andrew Racz, PE – Senior Engineer
Date: May 3, 2024

BACKGROUND

Interim, Inc. has provided plans by Wald, Ruhnke & Dost Architects LLP to replace an existing 4-plex of attached townhomes located at 605-611 Bayonet Court on former Fort Ord land within the City of Marina with a 24-unit congregate housing apartment complex for at-risk adults (recently homeless, just out of rehab, etc.). Because the project will increase the intensity of water use at the site, additional water will need to be allocated by the City of Marina in order to permit the project.

PURPOSE

This memorandum analyzes the availability of water for the proposed development. The analysis compares the existing capacity assigned to the site with the calculated water use requirements of the new apartment project, based on MCWD Appendix C. The analysis then determines whether the increased demand can be met by unallocated Fort Ord water controlled by the City of Marina.

DISCUSSION

In April 2024, Interim submitted a site plan, floor plans, and an Appendix C water use analysis for a proposed 3-story, 24-unit apartment building to be located on Bayonet Circle in Marina. The site is currently occupied by four attached Army-era townhomes, which would be demolished to accommodate the new construction. Each of the four existing units is individually metered and assigned a pre-2020 water capacity of 1 EDU, or 0.33 AFY. Total existing capacity at the site is therefore $0.33 \times 4 = 1.32$ AFY.

The proposed Marina Kai Apartments consist of 24 studio units distributed over three floors, plus common areas on the ground floor including restrooms, an office, a community room, and laundry facilities. Project proponents completed an MCWD Appendix C worksheet, which is summarized in the table below. Because the apartment units are small in size (~400 sf), have limited kitchens (small 2-burner cooktop, no range or dishwasher), and will be occupied by single adults, the units are more similar in nature to those in an

assisted-living senior complex, rather than market-rate family apartments. This is the justification for assigning a use factor of 0.12 AFY to each unit.

Type of Use	Quantity	Use Factor (AFY)	Water (AFY)
Studio Apartments	24 units	0.12 /unit	2.88
Management Office	320 sf	0.0001 /sf	0.03
Community Room	328 sf	0.000092 /sf	0.03
Laundry (self-serve)	2 washers	0.202 /washer	0.40
Public Restrooms	2 toilets	0.058 /toilet	0.12
TOTAL			3.46

Summing the above, the proposed apartment building has a total water demand of 3.46 AFY. Crediting the 1.32 AFY of existing use already assigned to the site, the apartment project represents a net increase in water use of 2.14 AFY.

All new water use on former Fort Ord lands is controlled by the corresponding land use jurisdiction (LUJ). For Bayonet Circle, the LUJ is the City of Marina. Of the original 1,340 AFY allocation provided to the City at the time of base closure, MCWD calculates that 5.2 AFY remain unallocated and available for new projects.

CONCLUSIONS

Based on the above analysis, sufficient unallocated water remains available to the City of Marina to permit the proposed Marina Kai Apartments. MCWD recommends that Council/Planning allocate 2.14 AFY of water to support this development project.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
October 1, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, AWARDING A CONSTRUCTION CONTRACT FOR THE CITY OF MARINA BUILDINGS BLIGHT REMOVAL 2024 PROJECT. TO RANDAZZO ENTERPRISES, INC. OF CASTROVILLE CA. FOR THE TOTAL BASE BID IN THE AMOUNT OF \$1,273,647.00; ALLOCATING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXPEND UP TO AN ADDITIONAL 10% OF THE CONTRACT AMOUNT FOR CONSTRUCTION CONTINGENCIES AND TO EXECUTE ALL CONSTRUCTION CHANGE ORDERS ON BEHALF OF THE CITY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

RECOMMENDATION:

It is requested that the City Council consider:

1. Adopting Resolution No. 2024-, awarding a construction contract for the City of Marina Buildings Blight Removal 2024 Project to Randazzo Enterprises of Castroville, CA for the total base bid in the amount of \$1,273,647.00; and
2. Authorizing the City Manager to execute contract documents, **EXHIBIT A**, subject to final review and approval by the City Attorney; and
3. Authorizing the City Manager or designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute all construction change orders on behalf of the City; and
4. Authorizing the Finance Director to make necessary accounting and budgetary entries.

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.

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.

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, this is phase 2 of the Barracks Blight Removal project. The goal for this project is for the abatement, proper removal, and disposal of the remaining thirteen barracks buildings, one fire station building and miscellaneous debris. There are two locations included in this project: Location 1 (13 bldgs.) located at Second Avenue and Third 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, for the approval of removal of twenty-two trees and three (3) potential removals on three locations for the blight removal. During bidding two trees were administratively approved for removal due to declining health of the trees. The status of the three trees initially identified for potential removal were changed to be trimmed and retained.

On May 21, 2024, the City Council authorized City Manager to enter and execute a Standard Voluntary Agreement (SVA), with the California Department of Toxic Substance Control (DTSC) and pay associated fees for soil cleanup of hazardous materials and approved the advertising and call for bids for the City of Marina Buildings Blight Removal 2024 Project.

ANALYSIS:

On September 24, 2024, four (4) sealed bids were received, opened, and were publicly read in person for the project. Following is the tabulation of bids received:

Name of Company and Address	Base Bid (Award)	Additive Bid 1	Grand Total Bid
Randazzo Enterprises, Inc. Castroville, CA	\$1,273,647.00	\$565,158.00	\$ 1,838,805.00
W.C. Maloney, LLC Stockton, CA	\$1,525,970.00	\$661,702.00	\$ 2,183,672.00
Resource Environmental, Inc. Cerritos, CA	\$1,678,999.00	\$525,165.00	\$ 2,204,164.00
Unlimited Environmental Inc. Santa Fe Springs, CA	\$1,913,994.84 *	\$545,423.00 *	\$ 2,459,417.84 *
* Corrected Amount			

The Engineer's Opinion of Probable Construction Cost for this project is:

Base Bid: \$1,667,545.00, Additive Bid: \$419,465.00 and Grand Total: \$2,087,010.00

The bids were reviewed and found that four bids were responsive. The lowest responsive, responsible bidder, Randazzo Enterprises Inc. is a local firm and had work successfully with neighboring Cities and Marina Community Partners in the removal of numerous building blights from the former Fort Ord.

FISCAL IMPACT:

Following is the estimated expenditure to execute the project to completion.

Estimated Expense	Amount
Construction Contract (Base Bid Only)	\$1,273,647.00
Construction Contingency Allowance (10%)	\$ 127,365.00
Construction Management and Inspection and Monitoring and Testing Allowance	\$ 250,000.00
Project Management, Surveys, Engineering & Misc. Expenses	\$ 120,000.00
Total Estimated Expenditure	\$ 1,771,012.00

This is an approved CIP project (HSF2101) with an available funding amount of \$ 2.2 M and sufficient to award the execution of the **Base Bid only** for the City of Marina Buildings Blight Removal 2024 Project.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City Planning Division determined that this action, awarding a construction contract and executing 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:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, AWARDING A CONSTRUCTION CONTRACT FOR THE CITY OF MARINA BUILDINGS BLIGHT REMOVAL 2024 PROJECT. TO RANDAZZO ENTERPRISES, INC. OF CASTROVILLE CA. FOR THE TOTAL BASE BID IN THE AMOUNT OF \$1,273,647.00; ALLOCATING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXPEND UP TO AN ADDITIONAL 10% OF THE CONTRACT AMOUNT FOR CONSTRUCTION CONTINGENCIES AND TO EXECUTE ALL CONSTRUCTION CHANGE ORDERS ON BEHALF OF THE CITY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUGETARY ENTRIES.

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 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, this is phase 2 of the Barracks Blight Removal project. The goal for this project is for the abatement, proper removal, and disposal of the remaining thirteen barracks buildings, one fire station building and miscellaneous debris. There are two locations included in this project: Location 1 (13 bldgs.) located at Second Avenue and Third Street, and Location 3 (fire station bldg.) located at 9th Street and California Avenue; and

WHEREAS, on May 6, 2024, the City Tree Committee adopted Resolution 2024-02, for the approval of removal of twenty-two trees and three (3) potential removals on three locations for the blight removal. During bidding two trees were administratively approved for removal due to declining health of the trees. The status of the three trees initially identified for potential removal were changed to be trimmed and retained; and

WHEREAS, on May 21, 2024, the City Council authorized City Manager to enter and execute a Standard Voluntary Agreement (SVA), with the California Department of Toxic Substance Control (DTSC) and pay associated fees for soil cleanup of hazardous materials and approved the advertising and call for bids for the City of Marina Buildings Blight Removal 2024 Project

WHEREAS, on September 24, 2024, four (4) sealed bids were received, opened, and were publicly read in person for the project. Following is the bid results: Randazzo Enterprises Inc.: \$1,273,647.00 (Base Bid), \$565,158.00 (Additive Bid), \$1,838,805.00 (Grand Total), W.C. Maloney, LLC: \$1,521,970.00 (Base Bid), \$661,702.00.00 (Additive Bid), \$2,183,672.00 (Grand Total), Resource Environmental Inc.: \$1,678,999.00 (Base Bid), \$525,165.00 (Additive Bid), \$2,204,164.00 (Grand Total), Unlimited Environmental Inc.: \$1,913,994.84.00 (Base Bid), \$545,423.00 (Additive Bid), \$2,459,417.84 (Grand Total).

WHEREAS, the bids were reviewed and found that four bids were responsive. The lowest responsive, responsible bidder, Randazzo Enterprises Inc. is a local firm and had work successfully with neighboring cities and Marina Community Partners in the removal of numerous building blights from the former Fort Ord.

WHEREAS, this is an approved CIP project (HSF2101) with an available funding amount of \$2.2 M and sufficient to award the execution of the Base Bid only for the City of Marina Buildings Blight Removal 2024 Project.

WHEREAS, the City Planning Division determined that this action, awarding a construction contract and executing the Project to be Categorically Exempt under CEQA Guidelines per Article 19, Section 15304, Minor Alterations to Land; and

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

1. Award a construction contract for the for the City of Marina Buildings Blight Removal 2024 Project to Randazzo Enterprises of Castroville, CA for the total base bid in the amount of \$1,273,647.00; and; and
2. Authorize the City Manager to execute contract documents, **Exhibit A**, subject to final review and approval by the City Attorney; and
3. Authorize the City Manager or designee to expend up to an additional 10% of the contract amount for potential construction contingencies and to execute all construction change orders on behalf of the City; and
4. Authorizing the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 1st day of October 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

A9 FORM OF CONTRACT

FOR

**City of Marina Buildings
Blight Removal 2024 Project (Base Bid Only)**

THIS AGREEMENT, made and entered into this _____ day of _____ 2024, by and between The City of Marina, a municipal corporation of the State of California, hereinafter called "City of Marina" or "City" and Randazzo Enterprises, Inc. "hereinafter called Contractor,"

WITNESSETH:

FIRST: Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provided, or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefore, for the **City of Marina Buildings Blight Removal 2024 Project** adopted by the Council of the City of Marina on

SECOND: It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. Signed and executed Bid and Proposal of Contractor, as accepted by City (A3);
- b. Proposal Guaranty Bond (A6);
- c. Performance and Payment Bond(A10);
- d. Plans, Specifications and Addendum if any for the project;
- e. Insurance;
- f. California Building Code and associated codes, latest edition adopted by the City;
- g. Standard Plans and Standard Specifications, Caltrans 2018 Edition;
- h. And this Agreement.

THIRD: That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Marina, a true copy thereof hereto attached, also, for all loss or damage arising out of the nature of said work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Marina and for all risk connected with the work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit:



The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

One million Two hundred Seventy-three thousand Six hundred forty-seven and zero dollar

\$1,273,647.00

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Special Provisions after execution of the contract on behalf of the City of Marina and the receipt from the City of Marina of a notice to proceed with the work.

FOURTH: The City of Marina hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

FIFTH: No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this contract, so far as the City of Marina is concerned. All rights of action, however, for any breach of this contract are reserved to City.

SIXTH: Contractor shall keep harmless and indemnify the City of Marina, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Marina, its officers, employees or agents, of articles supplied by the Contractor under this contract, of which he is not entitled to use or sell. Contractor agrees to, at his own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of them, on account of any claimed infringement of patent rights, arising out of this agreement.

SEVENTH: The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by Contractor and to indemnify said City of Marina against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

EIGHTH: The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Marina full coverage workmen's compensation and public liability insurance in the form and to the extent called for in Section 1.04 of Part C-Special Provisions. Edition. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least 30 days after receipt by the City of Marina by certified or registered mail of a written notice of such cancellation or reduction in coverage.

NINTH: Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1.



TENTH: ATTORNEY'S FEES

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

ELEVENTH: COMPLIANCE WITH PROVISIONS OF LAW

- a) The City is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.
- b) Contractor shall comply with City of Marina Municipal Code Chapter 13.02 Local Hiring for Public Works.
- c) Contractor shall comply with laws relating to the work.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CONTRACTOR

CITY OF MARINA

By: _____

By: Layne P. Long, City Manager

Print Name: _____

Date: _____

Address: _____

Date: _____

APPROVED AS TO FROM:

By: _____
City Attorney

By: _____

Date: _____

Date: _____

ATTESTED:

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Date: _____

Resolution No. 2024-_____



Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 1, 2024

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
RECEIVING A PRESENTATION AND, PROVIDING INPUT AND
APPROVAL OF FINAL CONCEPT DESIGN AND AUTHORIZE CALL FOR
BIDS FOR THE DEL MONTE BOULEVARD & RESERVATION ROAD
INTERSECTION IMPROVEMENTS PROJECT**

REQUEST:

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

1. Receiving a presentation, **EXHIBIT A** (presentation highlights), for the Del Monte Boulevard & Reservation Road Intersection Improvements Project, and;
2. Providing input and approval of final concept design, and;
3. Authorizing Call for Bids for the Del Monte Boulevard & Reservation Road Operational & Safety Improvements Project.

BACKGROUND:

The Del Monte Boulevard and Reservation Road Intersection project is an approved Capital Improvement Program project in the FY 2023/24 and 2024/25 budget.

The goal of the Del Monte Boulevard & Reservation Road Intersection Improvements Project is to improve multi-modal access and safety to the intersection. This intersection provides regional connectivity to Highway 1 from Salinas to the Monterey Bay Peninsula and is one of the busiest intersections in the City of Marina. The Del Monte Boulevard and Reservation Road intersection improvement project would enhance safety and accessibility for pedestrians and cyclists.

The expected benefits from the project are an increase of biking and walking trips, increased mobility for non-motorized users, a reduction in vehicle trips and greenhouse gas emissions, and enhanced public health by improving access to non-motorized travel for users of all abilities.

The Regional Surface Transportation Program (RSTP) was established by California State Statute utilizing Surface Transportation Program Funds that are identified in Section 133 of Title 23 of the United States Code. The Transportation Agency for Monterey County (TAMC) distributes these funds to local agencies as part of its responsibilities as the Regional Transportation Planning Agency for Monterey County.

The purpose of the program is to provide funding to local jurisdictions for a wide variety of transportation planning and improvement projects, such as the research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for non-motorized traffic), including the mitigation of their environmental effects.

The City of Marina applied for and was successful in being selected for a Regional Surface Transportation Program grant funding in the amount of \$ 1,717,500 the design and construction of pedestrian and bicycle safety improvements at the intersection of Del Monte Boulevard and Reservation Road.

The City of Marina contracted with Killy-Horn in March 2024 to provide the design, bid preparation and construction documents for the project..

ANALYSIS:

The proposed design concept was developed to implement measures consistent with the vision and goals from the City’s General Plan and Downtown Vitalization Specific Plan, enhance bike and pedestrian mobility and safety at the intersection and maintain acceptable traffic operations.

The existing intersection consists of long and bent crosswalks on the north, east and west legs of the intersection. The south leg of the intersection does not have a crosswalk, and the intersection lacks pavement markings to delineate the bike facilities with vehicle traffic conflict zones. High speeds and high turn volumes from vehicle activity also contribute to bicycle and pedestrian discomfort at the intersection crossings. The existing conditions at the intersection does not foster a conducive environment for multi-modal transportation activity.

The proposed improvements include a protected intersection design for bikes and pedestrians, signal operational updates, and potential landscape opportunities to compliment the adjacent Del Monte Boulevard Landscaping, Multi-Modal Improvements, and Downtown Marina Streetscape projects within the City.

The proposed improvements would relocate and shorten the crosswalks, reconstruct existing curb ramps to meet accessibility standards, construct curb extensions and bike transition ramps at the intersection corners, add audible accessible cyclist and pedestrian push buttons and signal heads, incorporate leading pedestrian interval (LPI) signal crossing timings, and provide wayfinding signs to and from downtown Marina and the Monterey Peninsula Recreation Trail.

FISCAL IMPACT:

The Del Monte Boulevard & Reservation Road Intersection Improvements Project (HSR2303) is an approved Capital Improvements Project with a funding of \$1,857,500 (RSTP Grant: \$1,717,500 and General Fund \$140,000).

California Environmental Quality Act (CEQA)

The presentation and providing design input for Del Monte Boulevard & Reservation Road Intersection Improvements Project is not a project as defined by the California Environmental Quality Act (CEQA) per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2024-

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2024-,
RECEIVING A PRESENTATION AND, PROVIDING INPUT AND APPROVAL
OF FINAL CONCEPT DESIGN AND AUTHORIZE CALL FOR BIDS FOR THE
DEL MONTE BOULEVARD & RESERVATION ROAD INTERSECTION
IMPROVEMENTS PROJECT

WHEREAS, one of the Specific Plan key goals is, “Invest in strategic infrastructure projects through the City’s Capital Improvement Program to upgrade pavement and enhance traffic circulation.”; and

WHEREAS, the goal of the Del Monte Boulevard & Reservation Road Intersection Improvements Project is to improve multi-modal access and safety to the intersection. This intersection provides regional connectivity to Highway 1 from Salinas to the Monterey Bay Peninsula and is one of the busiest intersections in Marina; and

WHEREAS, the City of Marina applied for and was successful in being selected for a Regional Surface Transportation Program grant funding in the amount of \$ 1,717,500 for the design and construction of pedestrian and bicycle safety improvements at the intersection of Del Monte Boulevard and Reservation Road; and

WHEREAS, The City of Marina contracted with Killy-Horn in March 2024 to provide the design, bid preparation and construction documents for the project; and

WHEREAS, the existing intersection consists of long and bent crosswalks on the north, east and west legs of the intersection. The south leg of the intersection does not have a crosswalk, and the intersection lacks pavement markings to delineate the bike facilities with vehicle traffic conflict zones. High speeds and high turn volumes from vehicle activity also contribute to bicycle and pedestrian discomfort at the intersection crossings. The existing conditions at the intersection does not foster a conducive environment for multi-modal transportation activity; and

WHEREAS, the proposed improvements would relocate and shorten the crosswalks, reconstruct existing curb ramps to meet accessibility standards, construct curb extensions and bike transition ramps at the intersection corners, add audible accessible cyclist and pedestrian push buttons and signal heads, incorporate leading pedestrian interval (LPI) signal crossing timings, provide wayfinding signs to and from downtown Marina and the Monterey Peninsula Recreation Trail; and

WHEREAS, the Del Monte Boulevard & Reservation Road Intersection Improvements Project (HSR2303) is an approved Capital Improvements Project with a funding of \$1,857,000.00 (RSTP Grant: \$1,717,500 and General Fund \$140,000); and

WHEREAS, The presentation and providing design input for Del Monte Boulevard & Reservation Road Intersection Improvements Project is not a project as defined by the California Environmental Quality Act (CEQA); and

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

1. Received a presentation for the Del Monte Boulevard & Reservation Road Intersection Improvements Project; and
2. Provided input and approval of final concept design; and
3. Authorized Call for Bids for the for the Del Monte Boulevard & Reservation Road Intersection Improvements Project.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 1st day of October 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

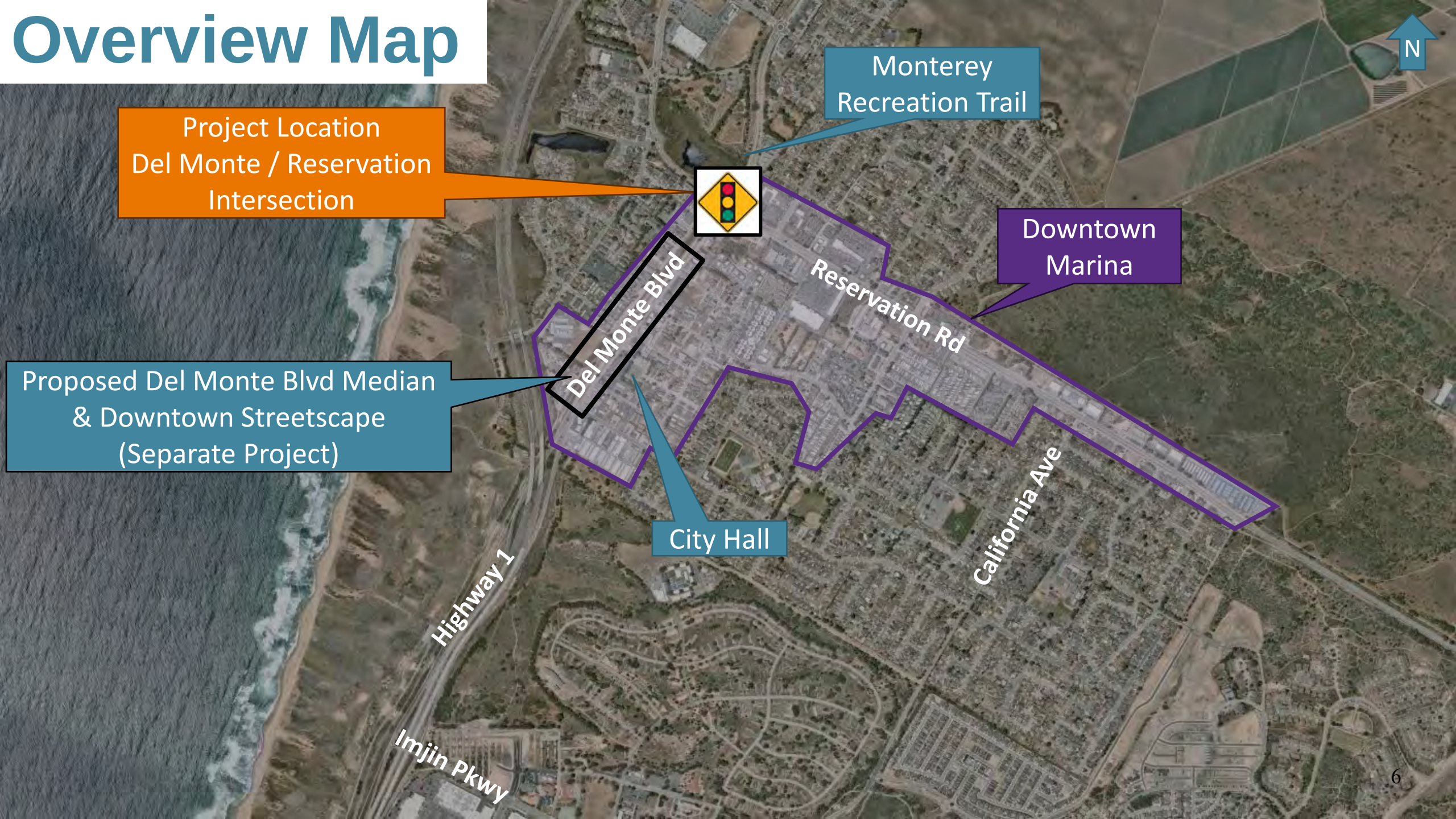
Anita Sharp, Deputy City Clerk



Del Monte / Reservation Intersection Improvements

City Council Meeting (October 2024)

Overview Map



Project Location
Del Monte / Reservation
Intersection

Monterey
Recreation Trail

Downtown
Marina

Proposed Del Monte Blvd Median
& Downtown Streetscape
(Separate Project)

Del Monte Blvd

Reservation Rd

City Hall

California Ave

Highway 1

Imjin Pkwy



Project Background

- Bicycle and pedestrian improvements along Del Monte Blvd and Reservation Rd identified as high priority in:
 - TAMC Active Transportation Plan
 - Marina Local Road & Safety Plan
 - Marina Downtown Specific Plan
- (August 2023) – City awarded \$1.7 million from TAMC Regional Surface Transportation Program for Del Monte / Reservation intersection improvements
- (March 2024) – Kimley-Horn retained by City for engineering design

Existing Conditions

MST Bus Stop

Highway 1

TAMC Rail Line

Monterey Rec Trail

Del Monte Blvd

Starbucks Corner

Downtown

Reservation Rd

Bill Ring Corner

8

Existing Conditions

MST Bus Stop

Highway 1

TAMC Rail Line

Monterey Rec Trail

Del Monte Blvd

Starbucks Corner

Downtown

Reservation Rd

Bill Ring Corner

8

Existing Conditions

MST Bus Stop

Highway 1

TAMC Rail Line

Monterey Rec Trail

Del Monte Blvd

Starbucks' Corner

Downtown

Reservation Rd

Bill Ring Corner

8

Existing Conditions

MST Bus Stop

Highway 1

Starbucks Corner

Downtown

Reservation Rd

TAMC Rail Line

Monterey Rec Trail

Del Monte Blvd

Bill Ring Corner

8

Existing Conditions

MST Bus Stop

Highway 1

Starbucks Corner

Downtown

Reservation Rd

TAMC Rail Line

Monterey Rec Trail

Del Monte Blvd

Bill Ring Corner

8

Existing Conditions

MST Bus Stop

Highway 1

Starbucks Corner

Downtown

Reservation Rd

TAMC Rail Line

Monterey Rec Trail

Del Monte Blvd

Bill Ring Corner

8

Existing Conditions

MST Bus Stop

Highway 1

Starbucks Corner

Downtown

Reservation Rd

TAMC Rail Line

Monterey Rec Trail

Del Monte Blvd

Bill Ring Corner

8

Existing Conditions

MST Bus Stop

Highway 1

Starbucks Corner

Downtown

Reservation Rd

TAMC Rail Line

Monterey Rec Trail

Del Monte Blvd

Bill Ring Corner

8

Existing Conditions

MST Bus Stop

Highway 1

Starbucks Corner

Downtown

Reservation Rd

TAMC Rail Line

Monterey Rec Trail

Del Monte Blvd

Bill Ring Corner

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Existing Conditions

MST Bus Stop

Highway 1

Starbucks Corner

Downtown

Reservation Rd

TAMC Rail Line

Monterey Rec Trail

Del Monte Blvd

Bill Ring Corner

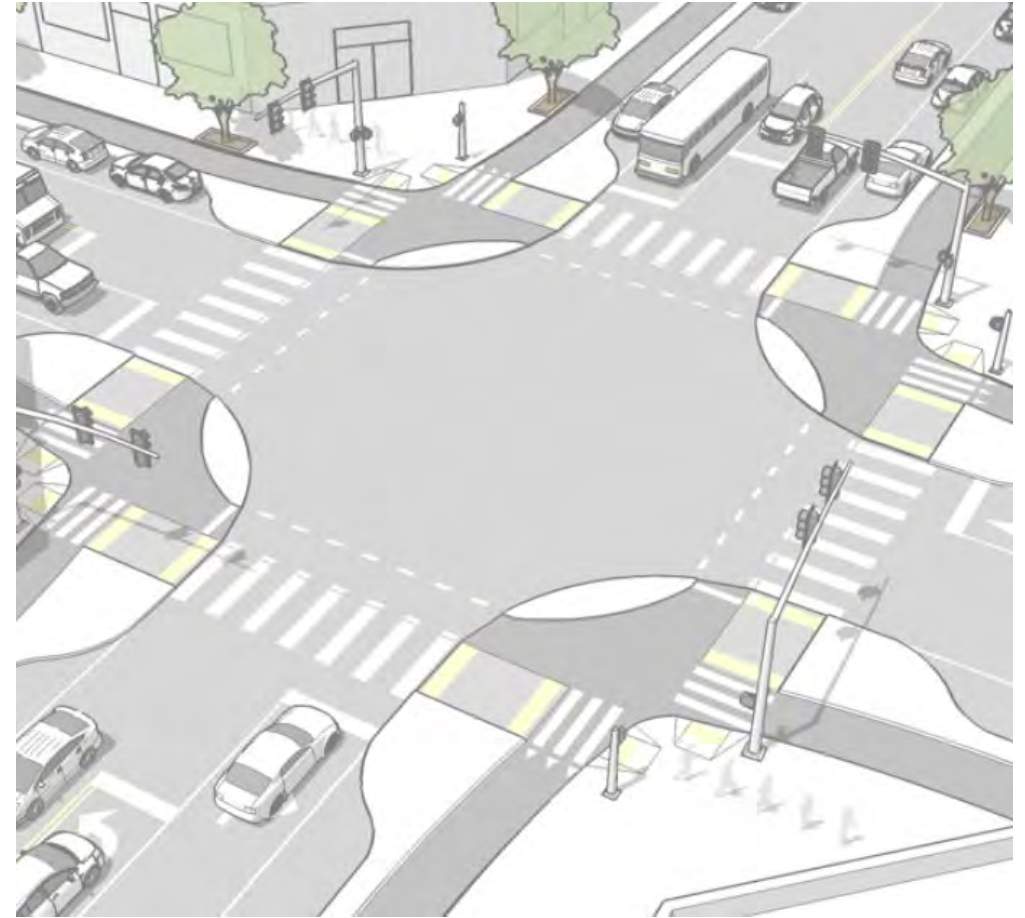
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Proposed Project Improvements

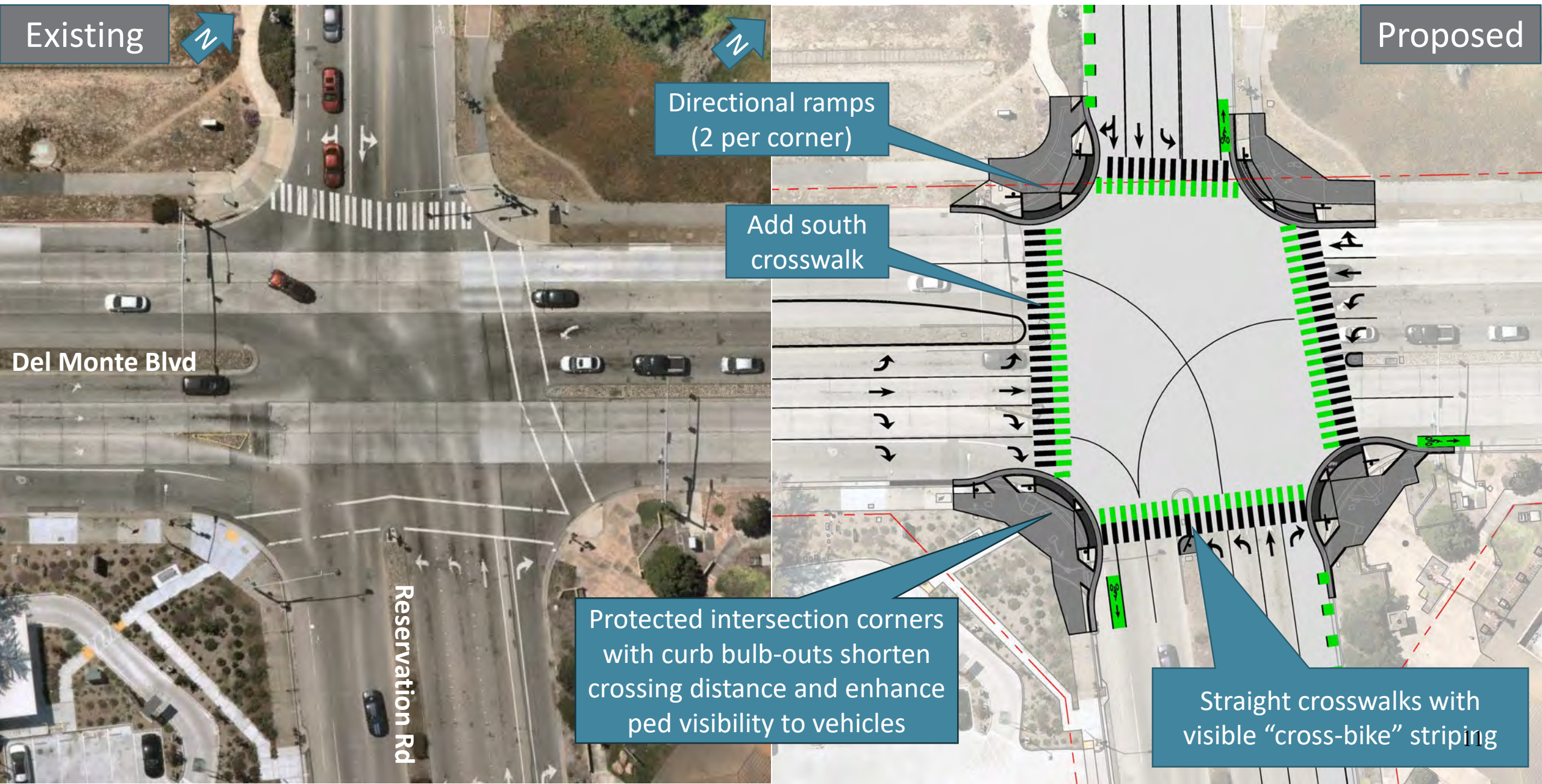
- Protected intersection design for bikes and pedestrians
- Signal operation updates
- Landscape & art opportunities

Protected Intersection

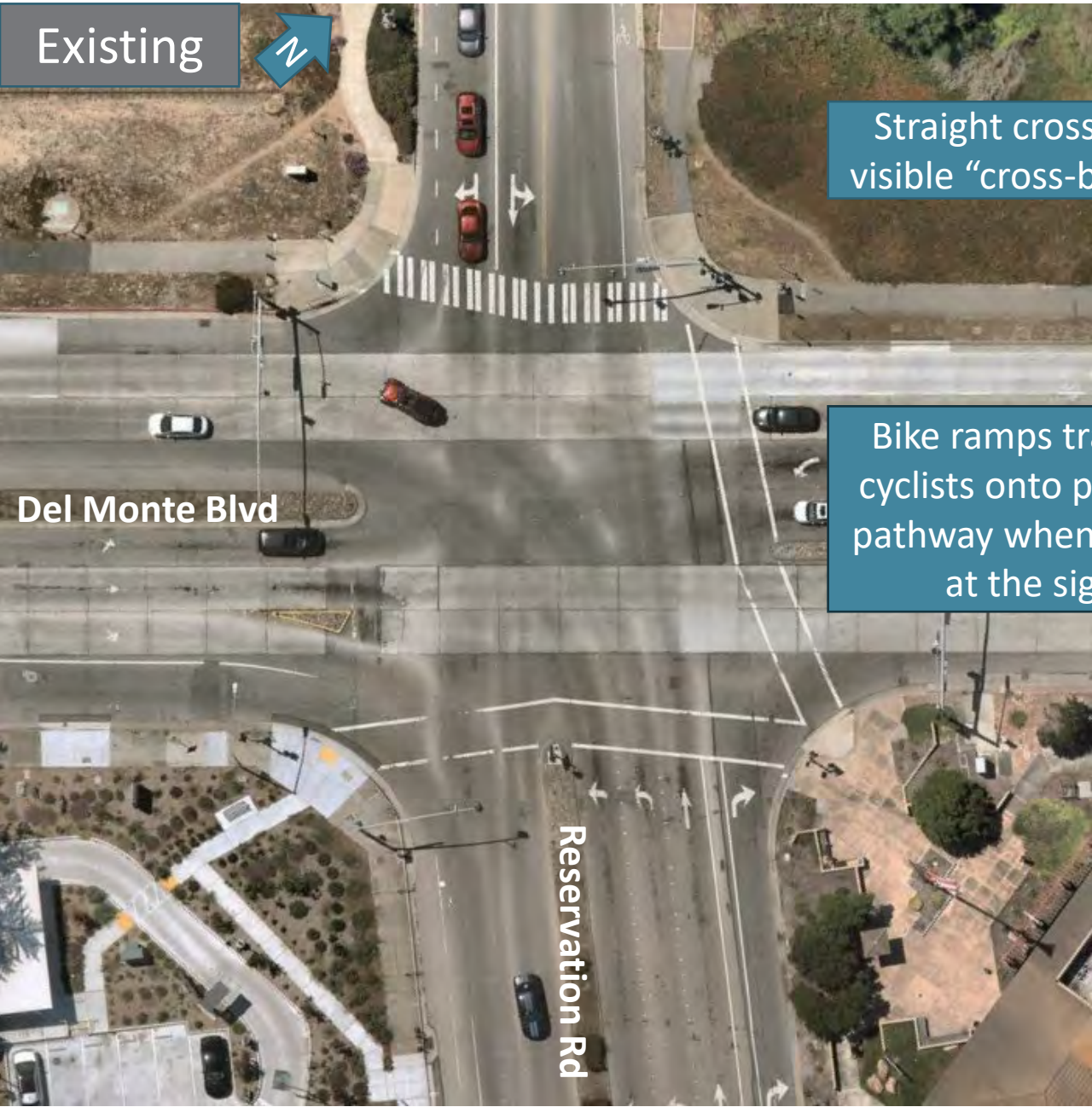
- Curb bulb-out and ramp elements that physically separate bikes & peds from vehicle traffic
- Protected queuing area for bikes & peds
- Bikes and peds are more visible
- Shorter crossing distances
- Slower vehicle turn speeds



Pedestrian Improvements

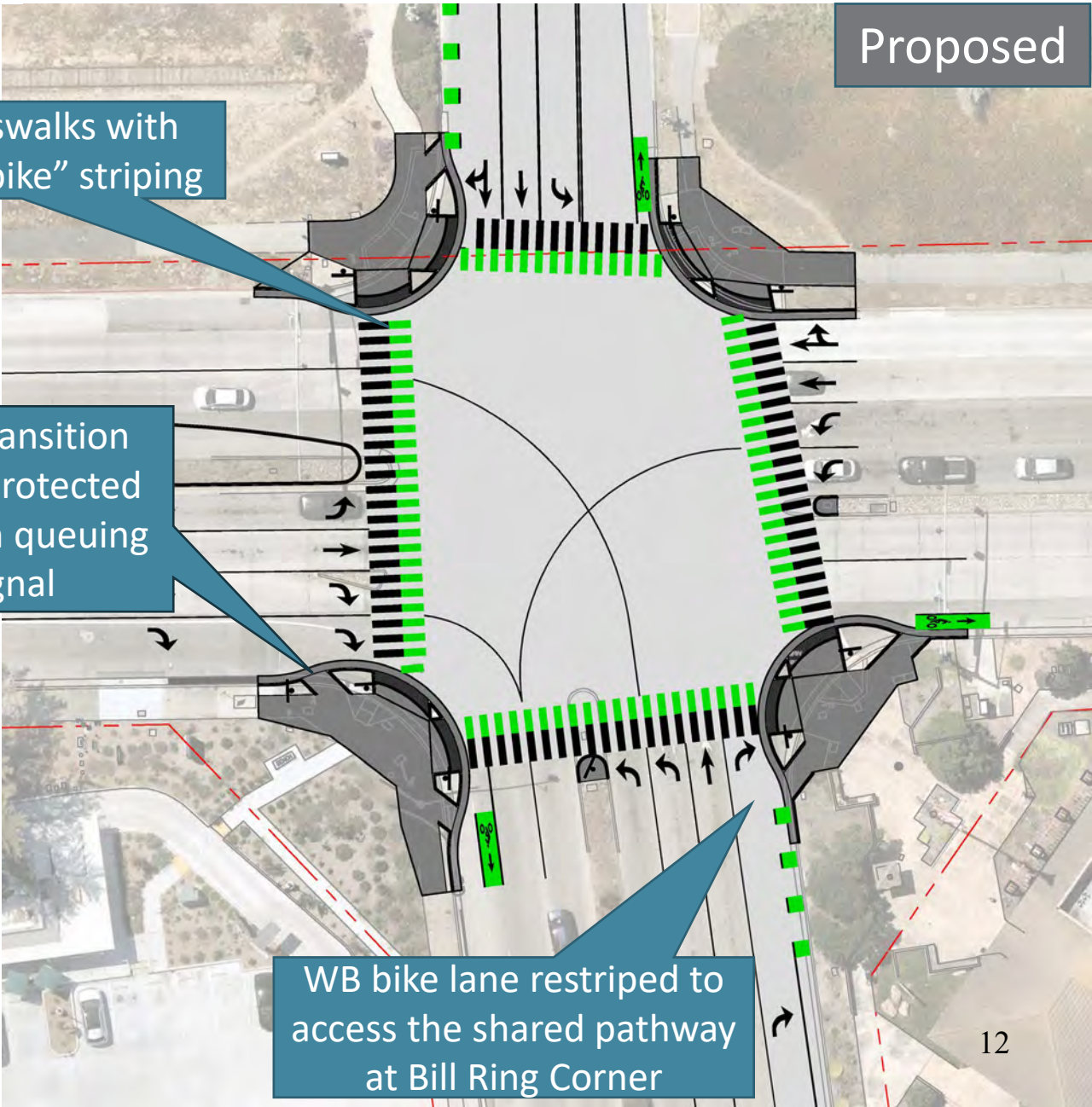


Bicycle Improvements



Straight crosswalks with visible "cross-bike" striping

Bike ramps transition cyclists onto protected pathway when queuing at the signal

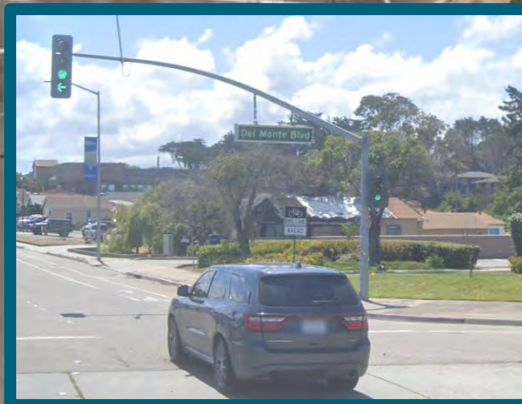
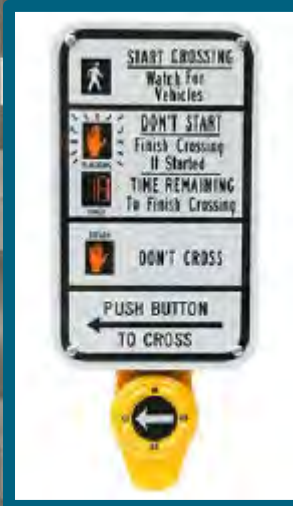


Signal Improvements

Existing



Del Monte Blvd



Stripe left turn lane

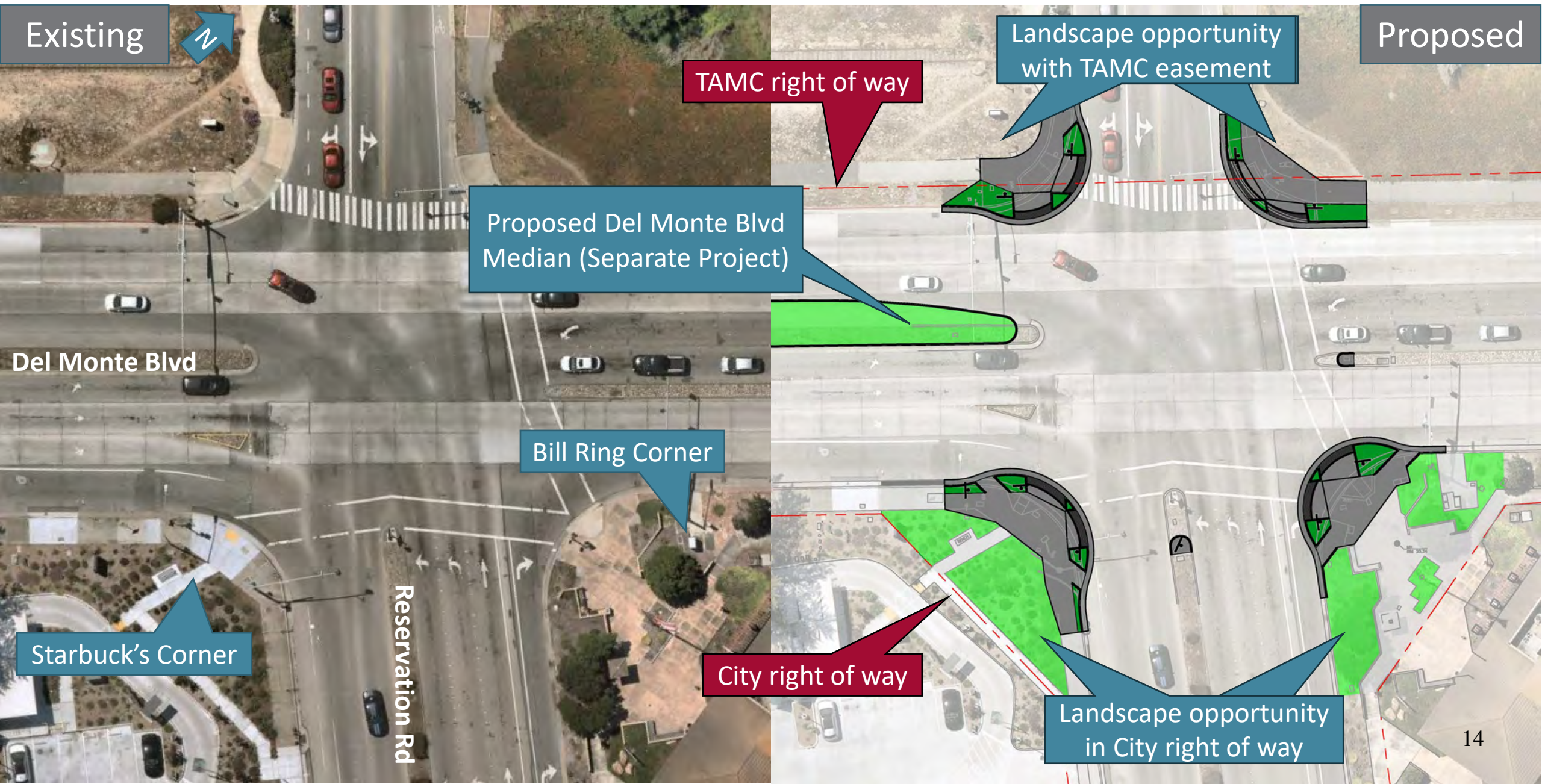
Remove right turn median

Accessible push buttons and countdown timers

New signal pole to provide protected left turn phasing on Reservation

Proposed

Landscape & Art Opportunities



Schedule and Next Steps

Tonight

- Receive Council comment and approval of intersection concept for engineering design

Fall 2024 – Spring 2025

- Finalize design and prepare PS&E construction documents

Summer 2025 – Spring 2026

- Anticipated construction of project

Members of the Marina
City Council

City Council Meeting
of October 1, 2024

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP, INC. (EMC), FOR THE PREPARATION OF A PLAN FOR VEGETATION REMOVAL, PERMITTING, AND MAINTENANCE AND MANAGEMENT OF THE LOCKE-PADDON WETLAND COMMUNITY PARK AND POND; AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH EMC ON BEHALF OF CITY SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY. THE PROFESSIONAL SERVICES AGREEMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW PER §15061(b)(3) OF THE CEQA GUIDELINES.

REQUEST: It is requested that the Marina City Council:

1. Adopting Resolution No. 2024-, approve a Professional Services Agreement with EMC Planning Group, Inc. (EMC) for the preparation of a phased vegetation removal and maintenance plan (Phase I) and long-range management plan (Phase II) for Locke-Paddon Park (LPP). Vegetation removal and management includes permitting and regulatory compliance and consistency with the Monterey Peninsula Regional Parks District's (District) LPP Master Plan;
2. Authorize the Finance Director to make necessary accounting and budgetary entries; and
3. Authorize the City Manager to execute the Agreement on behalf of City with EMC subject to final review by the City Attorney.

SUMMARY:

The City owns four (4) of the nine (9) parcels that collectively make up what we call Locke-Paddon Park ("Park" or "LPP"). The District owns the other five (5). In 1987, the District and the City entered into a lease agreement with the City as tenant to the District for properties that are under the District's ownership. The lease specified a variety of obligations and expectations of the City, one of which was the preparation of a Wetlands Enhancement Plan. In 2012, the City of Marina received and approved the *Implementation Plan for the Management of Locke-Paddon Wetland Community Park and Pond* (Balance Hydrologics, Inc., February 2012) which was intended partially to satisfy the Wetlands Enhancement Plan requirement as well as result in the synthesis of the several earlier and later management plans, master plans, and restoration plans prepared for offsite mitigation purposes. The recommendations in this report have not yet been implemented at the Park.

As plans for future development at LPP unfold and concerns about the health of the pond and public access to these wetland features become more difficult due to vegetation overgrowth, staff has initiated a project that aligns with the Council's approved Capital Projects #QLP2122, *Locke-Paddon Park Maintenance & Pond Management*. The maintenance plan will be prepared by a qualified biologist and assess the existing conditions at the pond and environs and recommend both short- and long-term maintenance programs. A Scope of Work with budget and timeline is included as **EXHIBIT A**.

Phase I of the project will consist of a biological assessment of the pond and its immediate environs to determine the extent of studies and permit applications needed for near term vegetation removal and pond maintenance. This step includes preparing permit applications for the variety of regulatory agencies that have jurisdiction including a City Coastal Development Permit (CDP).

Phase II of the project will include the development of a long term Maintenance and Management plan that is consistent with the MPRPD 2005 Master Plan.

The entire Park is in the Coastal zone. The development of this plan will also inform the City's comprehensive Local Coastal Program (LCP) update that is currently underway. Marina's current (1982) LCP defines the pond and its surrounding wetlands as Environmentally Sensitive Habitat Area (ESHA) and, therefore, requires specific regulatory consistency when undertaking major vegetation removal and other development.

A standard Professional Services Agreement (Agreement) for the preparation of an updated assessment and maintenance plan to address short- and long-term needs and recommendations for contractors to do the maintenance work is included as **EXHIBIT B**. This exhibit includes the consultant's scope of work, schedule, budget, and insurance and liability information.

SCHEDULE:

Although estimating the timeframes for multiple agency permit application review and issuance is not an exact science, EMC notes in the draft Permitting Assistance Schedule included in the Scope of Work, that the completion of both Phases should occur in early fall 2025.

FISCAL IMPACT:

The preparation of this plan is included as part of the current fiscal year's Capital Projects budget (Project No. QLP2122).

ENVIRONMENTAL REVIEW:

The approval of this Professional Services Agreement is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, 15061(b)(3) because the proposed agreement is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

CONCLUSION:

This request is submitted for City Council consideration.

Respectfully submitted,

Alyson Hunter, AICP
Planning Services Manager
City of Marina

REVIEWED/CONCUR:

Guido F. Persicone, AICP
Director, Community Development Dept.

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2024-

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024 , APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP, INC. (EMC), FOR THE PREPARATION OF A PLAN FOR VEGETATION REMOVAL, PERMITTING, AND MAINTENANCE AND MANAGEMENT OF THE LOCKE-PADDON WETLAND COMMUNITY PARK AND POND; AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH EMC ON BEHALF OF CITY SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY. THE PROFESSIONAL SERVICES AGREEMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW PER §15061(b)(3) OF THE CEQA GUIDELINES.

WHEREAS, since the adoption of the City's current Local Coastal Program (LCP) in 1982 and the development of several projects in and within close proximity to Locke-Paddon Park (LPP), the City has endeavored to undertake certain management and maintenance activities in concert with the Monterey Peninsula Regional Park District (District) which owns the majority of the land;

WHEREAS, the City and the District executed a lease agreement on August 3, 1987, that outlines the roles and responsibilities of each agency in the long-term management of the Park. This lease expired in 2012. One of the goals of the proposed plan is to create a path forward to initiate a new lease with the District to continue management and maintenance activities into the future;

WHEREAS, several planning, mitigation, and management plans have been prepared over portions or all of the Park over the years, but none have been implemented;

WHEREAS, the City Council identified Locke-Paddon Park Maintenance and Pond Management as a priority by including it in its FY 2024/2025 Capital projects budget (Project No. QLP2122);

WHEREAS, in order to complete the project, the City will hire EMC Planning Group, Inc. (EMC), a qualified Planning and Biological consultant, to prepare a maintenance and management plan for the Locke-Paddon Park pond that comports with the goals and policies of the District's 2005 Master Plan, the City's adopted LCP, the 2001 Restoration Plan for the Holiday Inn Express, and other regulatory frameworks that may apply;

WHEREAS, the City will utilize \$75,000.00 from its Capital Projects budget to fund the preparation of the Plan;

WHEREAS, the effort described above shall be completed within the timeframe and as specified in the Scope of Work and Budget included in **Exhibit A** to this Resolution, respectively, and incorporated by reference herein;

WHEREAS, all recitals and staff report findings shall be incorporated by reference into the final motion adopted by the City Council; and

WHEREAS, the approval of this Resolution authorizing a Professional Services Agreement between the consultant (EMC) and the City of Marina is not subject to California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, 15061(b)(3) because the proposed agreement is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

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

1. Approves a Professional Services Agreement with EMC Planning Group, Inc. (EMC) for the preparation of a pond maintenance plan for Locke-Paddon Park (LPP) in compliance with State law, City regulations, and the Monterey Peninsula Regional Parks District's (District) LPP Master Plan and as described in the Scope of Work incorporated hereto as Exhibit A;
2. Authorizes the Finance Director to make necessary accounting and budgetary entries; and
3. Authorizes the City Manager to execute the Agreement on behalf of City with EMC subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 1st day of October 2024, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk



Planning for Success.

September 10, 2024

Alyson Hunter, AICP
Planning Services Manager
Community Development Department
City of Marina
209 Cypress Ave.
Marina, CA 93933

Re: Proposal for Vegetation Removal, Permitting, and Maintenance and Management Plan
Locke-Paddon Wetland Community Park and Pond
Marina, Monterey County

Dear Alyson,

Thank you for requesting a proposal to assist the City of Marina with developing a plan for vegetation removal, biological permitting and a maintenance and management plan for the Locke-Paddon Wetland Community Park and Pond in Marina, Monterey County. It is our understanding that the city would like to ultimately improve and maintain the park parcels through vegetation removal and restoration, development of a trail network, and improving environmental education and wildlife viewing. The current priority is to develop and permit a plan for vegetation removal, and the tasks 1-6 are proposed to meet that goal. Task 7 includes scope and budget for the future preparation of a maintenance and management plan for the long-term enhancement of the park.

The following scope of work includes tasks to assemble and review existing studies prepared for projects within the park boundaries, conduct a site visit, develop a plan for vegetation removal, prepare and submit permit applications, and prepare a maintenance and management plan with clear measures for implementation.

Scope of Work

Task 1 *Research, Project Management, and Meetings*

This task includes compiling and reviewing available project information, including:

- *City of Marina General Plan* (City of Marina 2000, amended 2023);
- *City of Marina Local Coastal Program* (City of Marina 1982);
- *City of Marina Local Coastal Program Update* (ongoing);
- *Implementation Plan for the Management of Locke-Paddon Wetland Community Park and Pond, Monterey County, California* (“Implementation Plan”, Balance Hydrologics, Inc. 2012);
- Title and conservation easement documents;
- California Department of Fish and Wildlife Section 2081 Incidental Take Permit 2081-2001-011-03;
- *Final Restoration and Mitigation Plan for BT Development Company LLC, Holiday Inn Express Project (2081-2001-011-03)* (Rana Creek Habitat Restoration 2001); and,
- *Final Master Plan and Design Development Report, Locke-Paddon Wetland Park* (“MPRPD Master Plan”, Monterey Peninsula Regional Park District 2005).

This task also includes budget for project management, administration, and communication with the city. Four (4) virtual meetings are included in this task. Initial meetings will be held to identify city priorities and during review and edit of permit applications.

Task 2 *Site Visit and Existing Conditions Update*

A site visit will be conducted to (1) identify and map the current extent of plant communities and Environmentally Sensitive Habitat Areas; (2) identify and catalog conditions where improvements are proposed; (3) identify areas where vegetation removal and restoration may be possible; and (4) identify and map any observed locations of special-status species and/or habitats. Plant and wildlife species observed during the survey will be recorded in field notes. Any special-status species observed will be reported to the *California Natural Diversity Database* in compliance with California Department of Fish and Wildlife permit requirements, after the information is provided to the city.

If possible, the site visit will be scheduled with representatives from the city to walk the site and discuss management and maintenance priorities.

Task 3 Preliminary Wetland/Waters Delineation and Report

This task includes measuring and mapping wetlands associated with the pond and preparing a preliminary wetland/waters delineation report. The extent of wetlands will be evaluated using the U.S. Army Corps of Engineers protocol, which delineates wetlands as features with the three key criteria (“three parameter definition”): wetland vegetation, soils, and hydrology (defined below). The delineation will also include the extent of wetlands as defined by the California Coastal Commission, which is based on the presence of one or more of the three criteria (“one parameter definition”).

- Vegetation: The dominant vegetation must consist of species that are typically adapted to grow, effectively compete, reproduce, and/or persist in anaerobic soil conditions.
- Soil: Soils present are classified as hydric, or they possess characteristics that are associated with reducing soil conditions.
- Hydrology: The area is inundated either permanently or periodically, or the soil is saturated to the surface at some time during the growing season of the prevalent vegetation.

Mapping will be completed using a GPS receiver in the field at the time of the survey and will include both three parameter and one parameter wetland boundaries. The points will be uploaded into GIS for use in calculating wetland/waterway acreage and length. U.S. Army Corps of Engineers jurisdiction is defined by the ordinary high-water mark, Regional Water Quality Control Board jurisdiction is defined by the top of bank, California Department of Fish and Wildlife jurisdiction is defined by the edge of wetland or riparian vegetation, and California Coastal Commission jurisdiction is defined by the extent of wetland vegetation, soils, or hydrology.

A preliminary wetland/waterway delineation report will be prepared identifying potentially jurisdictional drainage features, including calculation of acreage and/or length of the drainage features to be impacted. The report will include the information identified in the San Francisco U.S. Army Corps of Engineers District’s *Information Requested for Verification of Corps Jurisdiction* (2016) checklist. The city will be provided with a draft electronic version of the report for review and comment. A final PDF version will be delivered to the city suitable for submittal to the U.S. Army Corps of Engineers, California Coastal Commission, California Department of Fish and Wildlife, and Regional Water Quality Control Board as part of the permit application packages.

Task 4 Wetland Mitigation Plan

Depending on the extent of impacts to wetland areas identified during the wetland/waterway delineation, a mitigation plan will likely be a necessary component of permit applications. A mitigation plan incorporates information on a proposed mitigation site, a proposal for habitat creation, hydrologic and soil analysis to support the proposed mitigation site, native plant species proposed for planting, maintenance and monitoring schedules, performance criteria for evaluating success of wetland creation efforts, and remediation measures should the performance criteria fail to be achieved. Coordination with the city will be required to determine an appropriate location for mitigation and maintenance options. The city will be provided with a draft electronic version of the plan for review and comment. A final electronic version will be prepared for submittal to the U.S. Army Corps of Engineers, California Department of Fish and Wildlife, California Coastal Commission, and/or Regional Water Quality Control Board as part of application packages.

Task 5 Coastal Development Permit Application

Implementation of the project will require a Coastal Development Permit from the City of Marina. The following scope of work is proposed:

- Administration and Management. Project administration and management includes meetings and telephone conferences city staff and working with the city's project manager/civil engineer to obtain necessary project plans and related documentation for the application. This task also includes up to eight hours of meetings with the city of Marina, as well as the Coastal Commission.
- Prepare Application Package. Consult with the city to obtain their application for a coastal development permit. Complete the application and gather required, existing materials.
- Respond to City Comments on Application Submittal. Respond to city comments on the application materials. Revise as necessary.
- Attend Public Hearings. Attend and present at up to two public hearings. Please note that this Task assumes no appeal to the Coastal Commission. If the CDP is appealed to the Coastal Commission, additional costs would apply.

Task 6 Biological Permitting

EMC Planning Group will coordinate regulatory agency consultation with the city and facilitate (and expedite to the extent feasible) the permitting processes. It is assumed that U.S. Army Corps of Engineers, California Department of Fish and Wildlife, and/or the

Regional Water Quality Control Board may request a site visit to verify field conditions. One site visit is included in this scope of work.

- U.S. Army Corps of Engineers Section 404 Nationwide Permit. This task includes preparation of a Section 404 permit application package, including all required maps, figures, photographs, and other attachments. Depending on the proposed impacts, coordination with an engineer may be required to determine the area within the ordinary high water mark and wetland boundaries that may be impacted by the proposed project and to obtain details regarding construction methodology/plans.
- California Department of Fish and Wildlife Section 1600 Lake or Streambed Alteration Agreement. This task includes preparation of the permit application package, including all required maps, figures, photographs, and other attachments. Depending on the proposed impacts, coordination with an engineer may be required to determine the area of wetland vegetation that may be impacted by the proposed project and to obtain details regarding construction methodology/plans. The permit application will also require monitoring and maintenance measures to support the revegetation plan.

Please note that the 2024 permit fee is \$6,580.50 for a standard agreement when the overall project cost is \$350,000 or more.

- Regional Water Quality Control Board Section 401 Water Quality Certification. This task includes preparation of the permit application package, including all required maps, figures, photographs, and other attachments. Depending on the proposed impacts, coordination with an engineer may be required to determine the area within the top of bank that may be impacted by the proposed project and to obtain details regarding construction methodology/plans.

Please note that permit fees are dependent on the amount of dredge and fill proposed. 2023-24 fees are \$2,985 for the application plus \$26,608 per acre.

Draft electronic versions of the application packages will be provided for review and comment. Electronic application packages will be submitted to the agencies. A city representative will need to sign the applications at the time of submittal.

(Future) Task 7 Maintenance and Management Plan

A draft Maintenance and Management Plan will be prepared to update the measures of the Implementation Plan based on current conditions, city priorities, and policies contained in the MPRPD Master Plan. Existing habitats and plant and animal species found on the project site will be described, including the occurrence of and/or potential for special-status

species and their habitats. Figures will be prepared to illustrate habitats present and the location(s) of improvement areas. The maintenance and management plan will include development of a trail network and environmental education and wildlife viewing improvements. A strategy to prioritize and implement maintenance and management measures will be prepared. The draft maintenance and management plan will be provided electronically for review and comment by the city. Two (2) rounds of edits are included in this task.

Once final comments have been received, the maintenance and management plan will be finalized and submitted in pdf format.

Assumptions

- Title and easement information for each of the parcels within the park boundary will be provided for review.
- Focused surveys for specific plant and/or animal species are not included in this proposed scope of work. The need for species-specific surveys (i.e., surveys for annual plants not in bloom at the time of the site visit, protocol-level surveys for special-status wildlife species, etc.) may be included as implementation measures in the Maintenance and Management Plan.
- The scope and cost for permits from the California Department of Fish and Wildlife, U.S. Army Corps of Engineers, and Regional Water Quality Control Board assumes that federally or state listed species are not present within the pond and Incidental Take Authorization is not required.
- Environmental review under the California Environmental Quality Act (CEQA) and or National Environmental Policy Act (NEPA) may be required as part of the permitting process and is not currently included in this scope of work.
- Depending on the maintenance/management measures requested, coordination with an engineer or landscape architect may be required to determine the areas that may be impacted by the proposed project and to obtain details regarding construction methodology/plans.
- It is assumed that permits will be obtained within twelve months of authorization; if the permitting process is extended beyond this time period, a contract amendment may be necessary.
- Permit fees will be paid directly to the agencies by the city.

*Ms. Hunter
City of Marina
September 10, 2024, Page 7*

Schedule and Budget

Research and document review will begin upon authorization. Assuming access is immediately possible, a site visit will be scheduled with city staff as soon as possible. A budget spreadsheet is attached.

We hope this proposal meets your needs at this time. If you have any questions, please contact Janet Walther at walther@emcplanning.com or Anastazia Aziz at aziz@emcplanning.com.

Sincerely,

Janet Walther, M.S.
Principal Biologist

Attachments: Budget Spreadsheet

Locke-Paddon Pond Vegetation Removal, Permitting, and Maintenance and Management Plan
DRAFT Permitting Assistance Schedule

	Activity Name	Start Date	Finish Date	2024				2025											
				S	O	N	D	J	F	M	A	M	J	J	A	S	O		
1	Contract Authorization	10/1/24	10/31/24		▲	▼													
2	Site Visit and Existing Conditions Update	11/1/24	1/31/25			▲	▼												
3	Preliminary Wetland/Waters Delineation and Report	11/1/24	1/31/25			▲	▼												
4	Wetland Mitigation Plan	12/2/24	2/28/25				▲	▼											
5	Coastal Development Permit Application	2/3/25	8/29/25					▲	▼										
6	USACE Section 404 Nationwide Permit	1/1/25	8/29/25					▲	▼										
7	CDFW Section 1600 Lake or Streambed Alteration Agreement	1/1/25	8/29/25					▲	▼										
8	RWQCB Section 401 Water Quality Certification	1/1/25	8/29/25					▲	▼										
9	Maintenance and Management Plan	5/1/25	8/29/25									▲	▼						
				S	O	N	D	J	F	M	A	M	J	J	A	S	O		

*Please note that agency review times are estimates only.

September 17, 2024

Locke-Paddon Wetland Community Park and Pond Vegetation Removal, Permitting, and Maintenance and Management Plan Budget									
Task	EMC Planning Group Inc.								
Staff	Senior Principal	Principal	Associate Planner	Principal Biologist	Associate Biologist	Graphics	Production Manager	Total Hours	Total Cost
Billing Rate (Per Hour)	\$295.00	\$275.00	\$175.00	\$225.00	\$170.00	\$140.00	\$125.00		
Task 1 Research, Project Management, and Meetings (4)	1.0	8.0	8.0	8.0	4.0	0.0	0.0	29.0	\$6,375.00
Task 2 Site Visit and Existing Conditions Update (1)	0.0	1.0	6.0	0.0	8.0	1.0	0.0	16.0	\$2,825.00
Task 3 Preliminary Wetland/Waters Delineation and Report	1.0	2.0	2.0	4.0	24.0	2.0	1.0	36.0	\$6,580.00
Task 4 Wetland Mitigation Plan	0.0	2.0	2.0	2.0	24.0	1.0	1.0	32.0	\$5,695.00
Task 5 Coastal Development Permit Application	2.0	8.0	72.0	10.0	0.0	8.0	4.0	104.0	\$19,260.00
Task 6 Biological Permitting (coordination)	0.0	4.0	4.0	10.0	10.0	0.0	0.0	28.0	\$5,750.00
- U.S. Army Corps of Engineers Section 404 Nationwide Permit	0.0	0.0	0.0	4.0	24.0	2.0	0.0	30.0	\$5,260.00
- California Department of Fish and Wildlife Section 1600 Lake or Streambed Alteration Agree	0.0	0.0	0.0	4.0	32.0	3.0	0.0	39.0	\$6,760.00
- Regional Water Quality Control Board Section 401 Water Quality Certification	0.0	0.0	0.0	2.0	24.0	3.0	0.0	29.0	\$4,950.00
Task 7 Maintenance and Management Plan	0.0	6.0	4.0	8.0	32.0	6.0	2.0	58.0	\$10,680.00
Subtotal (Hours)	4.0	31.0	98.0	52.0	182.0	26.0	8.0	Total Hours	Total Cost
Subtotal (Cost)	\$1,180.00	\$8,525.00	\$17,150.00	\$11,700.00	\$30,940.00	\$3,640.00	\$1,000.00	401.0	\$74,135.00

Additional Costs	
Production/Printing Costs	\$0.00
Travel Costs	\$140.00
Postal/Deliverables	\$0.00
Miscellaneous (CNDDDB)	\$25.00
Administrative Overhead 15%	\$24.75
Total	\$189.75

Total Costs	\$74,324.75
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NOTE: This proposal is valid for 90 days

**CITY OF MARINA
AGREEMENT FOR THE PREPARATION OF A PLAN FOR
VEGETATION REMOVAL, PERMITTING, AND MAINTENANCE AND MANAGEMENT
OF THE LOCKE-PADDON WETLAND COMMUNITY PARK AND POND**

THIS AGREEMENT is made and entered into on _____, 2024, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and EMC Planning Group Inc., a California corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor to develop a plan for vegetation removal, biological permitting and a maintenance and management plan for the Locke-Paddon Wetland Community Park and Pond, hereinafter referred to as the "Project."

The Project is intended to implement activities that will improve and maintain the park parcels through vegetation removal and restoration, development of a trail network, and improving environmental education and wildlife viewing.

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

Terms and Conditions

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

1. Scope of Work

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

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

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

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

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

2. Term of Agreement & Commencement of Work

(a) Unless otherwise provided, the term of this Agreement shall begin on [the date of its full execution/other date] and shall expire on _____, 2025, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

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

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

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto; and.

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) Contractor shall commence work on the Project on or by October 30, 2024. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. **Compensation**

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed **Seventy-Five Thousand Dollars (\$75,000.00)** in accordance with the provisions of this Section and the Fee Schedule attached hereto as **Exhibit "A"** and incorporated herein by this reference.

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

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

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

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

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

4. **Termination or Suspension**

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

(b) If termination for default is affected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed

for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel

(a) City designates as its Project Administrator **Layne Long, City Manager**, who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates **Anastazia Aziz, Principal Planner**, as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Anastazia Aziz, Janet Walther, Esme Wahl, and other support staff as needed.**

6. Delegation of Work

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

responsible and liable for payment for, administration, completion, presentation, and quality of all work performed. If such persons are utilized, they shall be charged at cost. City reserves its right to employ other contractors in connection with this Project.

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

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

7. Skill of Employees

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

8. Confidential and Proprietary Information

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

9. Ownership of Data

Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement.

Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation with **regulatory agencies and interested parties**, and as such, may not accept compensation, commission or payment of any type from any such party or such party's agent.

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

11. Disclosure

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

12. Non-Discrimination

(a) During the performance of this Agreement the Contractor and its subcontractors shall comply with the applicable laws of the United States of America, the State of California and the City prohibiting discrimination and harassment. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of gender, gender expression, gender identity, genetic characteristics, sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), mental disability, age, marital status, denial of family and medical care leave and denial of pregnancy disability leave, sexual orientation, military/veteran status and any other characteristics protected by state or federal law. Contractor shall give written

notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the provisions of this Section 12(a) in all subcontracts related to this Agreement.

13. Indemnification

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

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined by said section 2782.8(c)(2) ("Design Professional") Design Professional shall indemnify, protect and hold harmless any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, or such acts or omissions of an officer, employee, agent or subcontractor of the Design Professional. Design Professional shall not have an immediate duty to defend an Indemnified Party, however, Design Professional's obligation to indemnify (including reimbursing the cost to defend) and hold the Indemnified Parties harmless applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally determined that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party the Design Professional's indemnification obligation shall be reduced in direct proportion to the indemnified party's proportionate percentage of fault. Within 30 days following Design Professional's receipt of a properly presented written invoice Design Professional shall satisfy its indemnification obligations and reimburse the Indemnified Party for the cost of reasonable attorney's fees and defense costs incurred by the Indemnified Party to the same extent of Design Professional's indemnity obligation herein. In no event shall the

cost to defend charged to the Design Professional exceed the Design Professional's proportionate percentage of fault.

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

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

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

14. Insurance

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

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

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

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

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

15. Independent Contractor

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

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

16. Claims for Labor and Materials

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

17. Discounts

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

18. Cooperation; Further Acts

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

19. Dispute Resolution

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

20. Compliance with Laws

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

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

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

21. Assignment or Transfer

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

22. Notices

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

To City: City Manager
City of Marina City Hall
211 Hillcrest Avenue
Marina, California 93933
Phone: (831) 884-1211
Fax: (831) 384-9148

To Contractor: EMC Planning Group Inc.
601 Abrego Street
Monterey, California 93940
Phone: (831) 649-1799
Fax: (831) 649-8399

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

23. Amendments, Changes or Modifications

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

24. Force Majeure

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

25. Attorney's Fees

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

26. Successors and Assigns

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

27. Authority to Enter Agreement

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

28. Waiver

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

29. Severability

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

30. Construction, References, Captions

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

31. Advice of Counsel

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

32. Counterparts

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

33. Time

Time is of the essence in this contract.

34. Entire Agreement

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

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

CITY OF MARINA**CONTRACTOR**

By: _____
 Name: _____
 Its: _____
 Date: _____

By: _____
 Name: _____
 Its: _____
 Date: _____

Attest: (Pursuant to Reso: 20____ - ____)

By: _____
 City Clerk

Approved as to form:

By: _____
 City Attorney

EXHIBIT A

- SCOPE OF WORK & BUDGET -

EXHIBIT B

- INSURANCE -

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if Contractor provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the City. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Mayor and Members of the
City Council

City Council Meeting
of October 1, 2024

**CITY COUNCIL TO RECEIVE AN INFORMATIONAL UPDATE ON THE
MOBILE VENDING ORDINANCE. THE UPDATE IS NOT A PROJECT
UNDER CEQA PER SECTION 15378 OF THE CEQA GUIDELINES.**

REQUEST:

That the City Council receive a brief informational update on the status of the Mobile Vending Ordinance adopted on December 5, 2023. No action is required at this time.

BACKGROUND:

On September 28, 2023, the Planning Commission adopted Resolution 2023-18 recommending the City Council adopt an ordinance to codify regulations for mobile food vending and sidewalk vending. On December 5, 2023, the City Council adopted Ordinance No. 2023-15 to the Marina Municipal Code (MMC) adding Chapter 10.46¹ – *Mobile Food Vending and Sidewalk Vending* to Title 10 of the MMC.

UPDATE:

Applications for New Licenses. After adoption of the ordinance, staff sent an email to each of the 70± food businesses with active business licenses to let them know this service was now available. The Community Development Dept. (CDD) has issued two (2) sidewalk vending licenses for the sale of strawberries and flowers in the public right-of-way (ROW) and two (2) mobile food vending licenses in the ROW. One is for the sale of ice cream and another is a mobile taco truck.

Sidewalk Vending Enforcement. There are, from time to time, unlicensed sidewalk vendors operating in parking lots and on sidewalks throughout the City. They are contacted by our Code Enforcement Officer, who is bilingual in Spanish and English, and notified that both a City business license and a sidewalk vending license are required for them to operate; the two (2) strawberry and flower vendors that we have licensed are a direct result of this contact. When contacted, they typically pack up and leave that location only to relocate somewhere else. Per the Code, unlicensed operators are subject to enforcement under MMC Chapters 1.08, 1.10 and 1.12. Our code enforcement officer provides each sidewalk vendor with a handout in English and Spanish with a QR code link to the City's website.²³ The Community Development Department (CDD) has not received any complaints from residents or store management (including Walmart) about sidewalk vending.

Given the nature and low number of licenses issued, there is no update on the specific items that the Council stated that it would like to track at its December 2023 approval hearing:

- Require mobile vendors to put a “No Smoking Sign” on their trucks
- Notify all brick-and-mortar restaurants of this new ordinance (done)

¹ <https://marina.municipal.codes/Code/10.46>

² <https://www.cityofmarina.org/DocumentCenter/View/14476/Sidewalk-Vendor-Application?bidId=>

³ <https://www.cityofmarina.org/DocumentCenter/View/14477/Sidewalk-Vendor-Application---Spanish---05-14-2024?bidId=>

- Monitor if there is an over concentration of the vendors in one section of the community
- Conduct outreach to interested vendors (ongoing through web/social media posts)
- Examine impact of regulations on brick and mortar businesses
- Allow mobile vendors in the south park area of the Dunes

Restrictions/Constraints in Ordinance Inhibiting Applications. Council members have expressed concern that the ordinance may be too complicated or burdensome for applicants. Although staff have received a low number of inquiries from potential applicants, it is difficult to gauge whether or not this is a barrier. The food service licensing through the County is very complicated and is likely more of a burden to prospective mobile food vendors. The City's ordinance is very similar to the City of Monterey's and staff considered several other jurisdictions' ordinances. The City's application to locate within the public road right-of-way is inexpensive and simple, but all require several food safety and service license from the County's Environmental Health, Consumer Health Protection Division⁴.

CONCLUSION:

Staff will continue to advertise on the City's website, social media, and other available platforms that mobile food vending is allowed in the City of Marina and monitor establishments for the items of interest above.

Respectfully submitted,

Alyson Hunter, AICP
Planning Services Manager
City of Marina

REVIEWED/CONCUR:

Guido Persicone, AICP
CDD Director
City of Marina

Layne Long
City Manager
City of Marina

⁴ <https://www.countyofmonterey.gov/government/departments-a-h/health/environmental-health/consumer-health-protection>

Mobile Food & Sidewalk Vending Follow-Up

October 1, 2024

City Council





Background

- **Spring/Summer 2023** – staff conducted direct mailing and online outreach to existing food service providers to gauge interest
- **Dec. 13, 2023** – City Council adopts Reso. 2023-15 adding Ch. 10.46 to the Marina Municipal Code (MMC) and requests a 6-mo. Update
- **Winter/Spring 2024** – after additional outreach letting food-related business license holders know of new opportunities.



Background (con't)

- **Spring 2024** – CDD Code Enforcement Officer began contacting sidewalk vendors (English/Spanish) letting them know of requirements
- **May/June 2024**– English/Spanish sidewalk vending, ROW food truck, and private property food truck applications available online
- **Summer/Fall 2024** – staff sends updated direct email to licensed food service businesses. We have issued four (4) licenses in summer/fall of 2024

Resources

- **City Applications**

- Link to sidewalk and mobile food applications:
- <https://www.cityofmarina.org/175/Forms-Applications-and-Handouts>

- **City Ordinance**

- <https://marina.municipal.codes/Code/10.46>

- **County of Monterey**

- <https://www.countyofmonterey.gov/government/departments-a-h/health/environmental-health/consumer-health-protection>



Questions?

