

RESOLUTION NO. 2024-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CITY ACCEPTING THE REAL PROPERTY OF AND IMPROVEMENTS TO HILLTOP PARK EXCEPT THE LANDSCAPED AREA WITHIN THE PARK, WHICH SHALL BE SUBJECT TO ACCEPTANCE UPON EXECUTION OF, AND WHICH ACCEPTANCE SHALL BE CONDITIONED BY THE TERMS OF, AN IMPROVEMENT AND MAINTENANCE AGREEMENT. THE CITY MANAGER SHALL BE AUTHORIZED TO PREPARE, NEGOTIATE, AND EXECUTE THE AGREEMENT SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY. THIS ACTION IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES.

WHEREAS, the University Village Specific Plan envisioned Hilltop Park (referred to herein as “park”) to be a passive area with walking trails, picnic areas and native vegetation; and

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

WHEREAS, when the City of Marina approved the project plans for Hilltop Park specific success criteria were established for the City to accept the park from Shea Homes; and

WHEREAS, due nature of this park planted by seeds, the success criteria can only be met over time and cannot be met currently; and

WHEREAS, the City desires to accept the park so community members can utilize the park’s trails as well as the dog park set forth in the plans for the park; and

WHEREAS, the City of Marina desires to enter into a separate agreement for the landscaping of the park so that the City may fully accept the real property and improvements thereon upon fulfillment of the terms and conditions of said agreement; and

WHEREAS, the City Staff Report of even date herewith sets forth the project history and staff’s recommendations with respect to the park; and

NOW THEREFORE BE IS RESOLVED that the City Council of the City of Marina does hereby incorporate the recitals as if fully set forth herein in their entirety and:

1. Finds that the following actions are exempt from CEQA pursuant to section 15061(b)(3) of the CEQA Guidelines.
2. Accepts Hilltop Park except the landscaped area as shown on Exhibit C; and accepts the landscaped area subject to the City of Marina and Shea Homes’ entering into a separate Improvement and Maintenance Agreement, Exhibit D for Hilltop Park defining City’s and Shea Homes obligations during the maintenance period;
3. Authorizes the City Manager to negotiate and execute the agreement subject to final review and approval by the City Attorney; and

4. Directs City staff to take appropriate steps to pay the Marina Coast Water District (MCWD) capacity charge for the park, which shall be reimbursed to the City after three (3) years; and authorize the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of December 2024, by the following vote:

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

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Exhibits B-Project History

November 2020-Marina Community Partners (MCP) presents to the city its initial concept design for Hilltop Park; Fred Watson & Scott Waltz provide comments on the concept design: FORTAG, Planting/Trees and invasive species removal.

December 2020 to January 2021-MCP response to Fred & Scott's comments with a new concept plan.

February 2021-City received an email from Fred Watson regarding the mass grading on the Hilltop Park site

April 2021-City Council received first presentation on the Concept Park Design.

May 2021-City Council's Ad-Hoc committee met with the Developer to discuss items brought up during the Council meeting

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

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

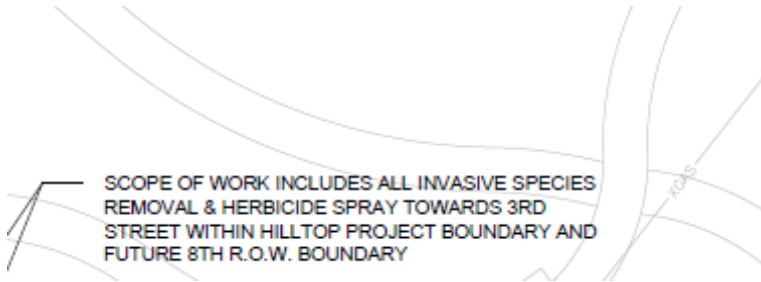
April 4, 2023 – City Public Works Department Conditionally Approved the Final Design Plans for Construction

19. THE CONTRACTOR SHALL GUARANTEE THAT ALL SHRUBS ARE FREE FROM DEFECT IN MATERIAL OR WORKMANSHIP FOR A PERIOD OF 90 DAYS AFTER FINAL ACCEPTANCE OF WORK. TREES SHALL BE GUARANTEED FOR ONE YEAR AFTER FINAL ACCEPTANCE OF WORK. THE CONTRACTOR SHALL REPLACE ANY DEFECTIVE PLANT MATERIAL OR WORKMANSHIP AT NO ADDITIONAL COST TO THE OWNER DURING THIS PERIOD.

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

² 2 hour and 30 minutes into the AMP video

CITY OF MARINA APPROVAL
APPROVED BY: <u>BRIAN McMINN</u>
TITLE: <u>CITY ENGINEER</u>
SIGNATURE: <u>[Signature]</u>
DATE: <u>4/4/23</u>



September 11, 2023 – MCP provided an Addendum Bulletin from their Landscape Architect (vanderToolen, vTa) revising the Hydroseeding Material Specifications, Temporary Irrigation (removal), and Hydroseed Mix amounts and application/planting timing.

October 10, 2023 – MCP provided an Addendum Bulletin from vTa providing the revised irrigation plan sheets that would **remove all temporary irrigation** for trees, shrubs, volunteer planting areas and hydroseeding areas.

2. Protection: Contractor is to stay off treated areas.
3. Unused Loads: If mixture remains in tank for more than 8 hours it shall be removed from the job site at contractor's expense.
4. Reseeding: After "Final Acceptance", reseeding will be done at the request of the owner and shall be considered extra.

SUCCESS CRITERIA MONITORING (*)

(HYDROSEED AREAS #1 AND #2)

1. OBJECTIVE #1: PERCENT (%) COVERAGE OF BARE GROUND.

1.1. YEAR 1-2: 80-95%

1.2. YEAR 3-4: 70-85%

1.3. YEAR 5: 65-75%

2. OBJECTIVE #2: PERCENT (%) COVERAGE OF NON-NATIVES.

YEARS 1-5: Less than 10%

3. OBJECTIVE #3: PERCENT (%) COVERAGE OF NATIVES.

3.1. YEAR 1: 5-10%

3.2. YEAR 2: 10-20%

3.3. YEAR 3: 15-25%

3.4. YEAR 4: 20-30%

3.5. YEAR 5: 25-35%

(*) Where plant establishment fails to meet the stated requirements, remedial actions shall be taken to provide for densities shown. Determination shall be made jointly by Shea Homes & City of Marina.

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

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

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

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

June 18, 2024-City Council authorized a contract with Denise Duffy and Associates to prepare a maintenance plan for the park with particular emphasis on how to maintain the new unique blend of plant species planted by Marina Community Partners and community volunteers.

Summer 2024-a punch list was prepared for Marina Community Partners (MCP) to ensure the park was constructed in accordance with the approved set of plans.

August 23, 2024-an email was sent to Marina Community Partners (MCP) stating that the punch list was complete with the exception of two key items:

Public Works has two remaining items for site amenities – the Dog Park sand import and the Rod & Cable fencing (See attached Exhibit).

Landscaping/Hydroseeding will be discussed separately outside of Public Works through the Planning/CDD team regarding the 2-yr Maintenance requirement set by Council (see Resolutions 2022-60 and 2023-134).



LEGEND:



Accepted Improvements



Accepted subject to Improvement
& Maintenance Agreement



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

PH: (831) 884-1212
FAX: (831) 384-0425



Hilltop Park Site Improvements Dunes Development

Exhibit C

11/06/24

SCALE: NONE

HILLTOP PARK IMPROVEMENT & MAINTENANCE AGREEMENT
“The Dunes on Monterey Bay” Project

THIS AGREEMENT (“Agreement”) is made effective this __ day of _____, 2024 (“Effective Date”), by and between the City of Marina, herein called the “City,” a municipal corporation, and Shea Homes Limited Partnership, a real property owner, developer or subdivider, herein called the “Developer.”

RECITALS

A. Developer is the owner of that certain real property identified for purposes of Phase 2 East of the Dunes on Monterey Bay Project (the “Dunes Project,” or “Project”) as “Parcel OS-2.2,” approximately bounded by 3rd Avenue, future 8th Street, California Avenue, and 9th Street, in the City of Marina, County of Monterey, State of California, which is more particularly described on Sheet 13 of 13 of Tract No. 1550 recorded in the Monterey County Records Office in Volume 24 of Cities and Towns, at page 73(the “Property”) as more particularly described in **Exhibit A**, which is attached and incorporated herein by reference.

B. In connection with the Dunes Project, Developer has prepared, and the City has approved the plans and related specifications for construction, installation, completion, and maintenance of certain improvements on the Property, which in its eventual, final improved condition is referred to herein as “Hilltop Park.” The improvement plans for Hilltop Park were approved by the City Engineer on April 4, 2023, and by the District Engineer for the Marina Coast Water District (“MCWD”) on April 5, 2023 (the “Landscape Plan”). The Landscape Plan is on file in the City’s Department of Community Development and is incorporated into this Agreement by this reference.

C. As set forth more particularly in the Landscape Plan, the improvements for Hilltop Park include, but are not limited to, non-native invasive plant species removal; planting, watering, and otherwise maintaining trees, shrubs, and other specified plants and grasses; hydroseeding of prepared soil; installation and operation of irrigation lines; installing concrete and decomposed granite paving; boulder installation; and constructing concrete steps, handrails, pedestrian trails, and a dog park (collectively, the “Improvements”).

D. Developer has irrevocably offered Hilltop Park for dedication to the City for open space purposes. The City and its landscape consultant (Denise Duffy & Associates) have inspected the Property and Improvements as of the Execution Date of this Agreement. The City has determined that in order for the City to find Hilltop Park’s condition compliant with the Landscape Plan, Developer must take certain actions as more particularly described in **Exhibit B** hereto, which is incorporated herein by this reference. Exhibit B to this Agreement is declaratory of Developer’s existing obligations under the Landscape Plan and other Dunes Project approvals (“Approvals”), and does not supersede any requirement, condition, or obligation set forth therein.

Exhibit C sets forth the maintenance requirements of the Landscape Plan and, similarly, does not supersede the Approvals.

E. The City's acceptance of Hilltop Park, and the Improvements, is contingent on Developer committing to perform each and every covenant and condition of this Agreement, including Exhibits B and C hereto, and achieving each and every condition of the Landscape Plan.

F. This Agreement is entered into in accordance with Subdivision Map Act (Government Code Sections 66410 et seq.) and other applicable laws, and ordinances, rules, regulations, and determinations of the City.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, it is agreed between the Developer and the City (collectively, the "Parties") as follows:

1. **Purpose.** The purpose of this Agreement is to: (a) guarantee construction, and completion of the Improvements in accordance with the Landscape Plan, including Exhibit B to this Agreement; and (b) ensure satisfactory performance by the Developer of Developer's obligations with respect thereto, including maintenance of the Improvements in accordance with the Landscape Plan and Exhibit C for a period of two years beginning upon the City's issuance of a Certificate(s) of Completion (described further below) ("Maintenance Period"). The recitals set forth above are hereby made a part of this Agreement.

2. **Improvements as a Benefit.** Developer agrees that the Improvements, which Developer is obligated to provide, will materially benefit the Property and are necessary to comply with the Landscape Plan and applicable law.

3. **Duty to Install Improvements.** Developer agrees to construct, install, and complete, or cause to be constructed, installed, and completed, all of the Improvements, in accordance with the Landscape Plan and Exhibit B hereto, and to provide the maintenance as set forth therein for the Maintenance Period, at the Developer's own expense.

4. **Performance of Work.** Developer agrees that the work necessary to construct and install the Improvements will be done in a good and workmanlike manner in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City's Municipal Code ("Code") and rulings made under it. In the event that any conflict between the Improvement Plans and the Code should arise after the date of this Agreement but before the City issues a Certificate of Completion for the Improvements, the provisions of the Code shall control, but only to the extent consistent with the terms of the Approvals. Further, the work will be conducted in accordance with the requirements and procedures listed in the Approvals (including the Landscape Plan), in accordance with all City standards, specifications and applicable laws, rules and regulations, and to the satisfaction of the City. It is agreed that the City shall have the right to reject any or all of the work performed under this Agreement if such work does not conform to the Approvals, Landscape Plan, Exhibit B hereto, or any City standards and specifications, applicable law, rule, or regulation.

5. **City Payment of Capacity Charge.** City agrees to pay the capacity charge to Marina Coast Water District (MCWD) related to the installation of irrigation for Area 2 in Figure 1 of Exhibit B. Irrigation of Area 2 shall be provided during the Maintenance Period as necessary. After completion of Maintenance Period, City may request MCWD to refund all or a portion of capacity charge per rules or policy established by MCWD. Additionally, City shall pay cost of water for irrigation during Maintenance Period.

6. **Completion.** The Improvements required under this Agreement shall be completed by the Developer within _____ months of the date of this Agreement.

7. **Notice and Certification of Completion.** Developer shall advise the City in writing of the completion of the Improvements herein specified and request certification of completion. Upon receipt of Developer's request for certification of completion, City shall promptly inspect the Improvements. If the City determines, upon such inspection, that the Improvements have been satisfactorily completed, the City shall issue a certificate indicating the same (the "Certificate of Completion"). For the purposes of this Agreement, the date of completion shall be the date that the City issues a Certificate of Completion, upon which the Council's conditional acceptance of Hilltop Park will be removed, and the park will be fully accepted. The decision of the City shall be final as to whether any material or workmanship meets the applicable plans, specifications, and standards as set forth herein and in the Landscape Plan.

8. **Maintenance of Improvements.** As set forth in the Approvals, Developer agrees to diligently maintain the Improvements in good condition, health, and repair, and in accordance with the specifications in the Landscape Plan, Exhibit B, and Exhibit C to this Agreement, and any other applicable project Approvals, for two (2) years after the City issues the Certificate of Completion. The Developer or its successor shall employ the standard of care necessary to prevent the Improvements from substantially deteriorating during this time. This requirement is declaratory of Developer's existing obligations under the Approvals, and does not supersede any requirement, condition, or obligation set forth therein.

9. **Nonperformance and Costs.** If, within the time specified in this Agreement and any approved extension, Developer fails to complete the Improvements, to act promptly as required by this Agreement, or to otherwise breach this Agreement, the City shall provide fifteen (15) calendar days written notice to Developer's and Developer's surety, if any, of such failure ("Notice"), proceed to complete the Improvements pursuant to the Landscape Plan including Exhibit B hereto, by contract or otherwise, and Developer, immediately upon demand, shall pay the costs and charges incurred by City for said work, together with a fifteen percent (15%) administrative charge.

In the event of any such Notice, Developer's surety, if any, shall have the duty to take over and complete the work and the required Improvements; provided, however, that if the surety within thirty (30) calendar days after the serving of such Notice upon it does not give the City written notice of its intention to correct the deficiencies or complete the work within sixty (60) calendar days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Developer, and the Developer's surety shall be liable to City for any excess costs of damages incurred by the City, including reasonable attorney's fees and interest

from the date of notice of such costs until the costs have been satisfied. If the form of improvement security is other than a bond, then the City, after giving notice of breach of the Agreement, may proceed to collect against the improvement security in the manner provided by law and by the terms of any security instrument.

10. **Remedies.** The City may bring legal action to: (1) compel performance of this Agreement; (2) ensure compliance with the Approvals; and (3) recover the costs (including the City's administrative costs) of completing the Improvements pursuant to Paragraph 8. The City may also seek any and all remedies available in law or equity. The Developer agrees that, if legal action is brought by the City, the Developer shall pay all of the costs of suit and reasonable attorneys' fees and all other expenses of litigation as determined by the court having jurisdiction over such suit, if such court rules that the Developer has failed to carry out any of its obligations under this Agreement.

11. **Responsibilities for Damage.** Any damage to the utilities, concrete work, or paving, or to any portion of adjacent properties that is caused by Developer or its employees, agents, or contractors, and that occurs during or from the project construction shall be completely repaired by the Developer to the satisfaction of the City.

12. **Utility Deposits.** Developer shall satisfy the City that it has made the deposits required for utilities to be supplied and connected with the applicable portion of the Project prior to obtaining a certificate of completion.

13. **Permits and Fee-Payments.** As required by the Approvals, and as applicable, Developer shall obtain all necessary permits and licenses for the construction of the Improvements, and shall pay all fees and taxes required by applicable law, including state law and local ordinance.

14. **Superintendence by Developer.** Developer shall have a competent foreman or superintendent with the authority to act for Developer, on the work site, during the course of construction of the Improvements.

15. **Inspections - Payment of Fees.** The City is authorized to enter the Property for inspection purposes at any time. Developer shall at all times maintain the Property so that the City and any agency authorized to make inspections can safely access and inspect all parts of the Property. Developer shall pay to the City the cost of inspecting the Improvements, including the costs of staff time and any consulting services determined to be necessary by the City, consistent with the City's fee schedules.

16. **Estimate of Costs; Security.** The estimated cost of the Improvements to be constructed under this Agreement is \$_____ and is more fully described in **Exhibit D**, attached hereto. Developer shall furnish two good and sufficient bonds, in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements, guaranteeing Developer's performance of this Agreement: (1) a Payment Bond on a form provided by the City; and (2) a Faithful Performance Bond, both of which must be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the Developer of its obligations and the terms and conditions on which the City may obtain the proceeds of the bond. Alternatively, the Developer may provide a cash deposit in an amount of

100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements to guarantee Developer's performance of this Agreement.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement, and shall secure payment to City of any loss due to the default of the Developer or its contractors or subcontractors their inability or refusal to perform this Agreement, and to guarantee or warranty the work done pursuant to this Agreement for a period of one year following issuance of Certificate of Completion by City against any defective work or labor done or defective materials furnished, provided that after completion of the Improvements by the Developer, Developer may substitute for the Performance Bond securing the warranty described above with a separate warranty bond issued by an admitted surety in the amount of ten percent (10%) of the total contract price of the Improvements (provided that amount of said bond shall not be less than One Thousand Dollars (\$1,000) to cover the one-year warranty period).

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Developer may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the contractor or subcontractor in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Developer, or its contractor or subcontractors fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any person that has a lien right pursuant to California Civil Code Sections 8520, 8530 and 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the Improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Developer, its contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any person that has a lien right pursuant to Civil Code Sections 8520, 8530 and 9100 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

Developer shall file with the Recorder's Office of the County of Monterey a notice of completion of the Improvements in accordance with California Civil Code section 3093.

The Developer shall submit the following for both the surety that furnishes the Payment Bond and the surety that furnishes the Faithful Performance Bond: (1) a current printout from California Department of Insurances website (www.insurance.ca.gov) showing that the surety is admitted to do business in the State; or (2) a certificate from the Clerk of the County of Monterey that the surety's certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended or in the event that it has, than renewed authority has been granted.

17. **Erosion Control.** Consistent with the Approvals, Developer shall comply with the City-approved Stormwater Pollution Prevention Plan and Erosion Control Plans for the Project during construction of all Improvements to prevent erosion damage to the Property and to adjacent properties or improvements.

18. **No Waiver by City.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or a statement by an officer, agent, or employee of the City indicating the work complies with this Agreement, or acceptance of all of these acts shall not relieve Developer of its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages or specific enforcement arising from the Developer's failure to comply with this Agreement. No action or omission by the City shall constitute a waiver of any provision of this Agreement unless expressly provided in writing. No course of dealing between Developer and the City, or any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any rights by the City, except to the extent these rights are expressly waived in writing by the City.

19. **Hold Harmless Agreement.** Developer shall hold harmless, defend, and indemnify the City, its officers, employees, and agents from and against any and all damage, injury, and/or death to persons and property, and any and all claims, demands, costs, losses, damages, injuries, or liability, including attorneys' fees, howsoever caused, resulting directly or indirectly from the performance or nonperformance of any and all work done or to be done pursuant to this Agreement. Developer shall not be required to indemnify and hold harmless the City as set forth in this Paragraph for liability attributable to the sole fault of the City, provided such sole fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction.

20. **Developer Not Agent of City.** Neither Developer nor its agents or contractors are agents of the City in connection with the performance of Developer's obligations under this Agreement.

21. **Notice of Breach and Default.** If Developer refuses or fails to prosecute the work required by this Agreement with such diligence as will ensure its completion within the time specified, or fails to complete the work within such time, or if the Developer is adjudged as bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed in the event of Developer's insolvency, or if Developer or Developer's contractors, subcontractors, agents, or employees violate this Agreement, the City may serve written notice upon Developer of breach of this Agreement.

22. **Breach of Agreement - Performance by City.** If the City gives notice of breach of this Agreement, the Developer shall provide written confirmation to the City of its intention to correct the deficiencies or complete the work under this contract within thirty (30) calendar days after the date of such notice of breach. If the Developer does not correct the deficiencies or complete the work within sixty (60) calendar days after the date of the notice of breach, or such additional time as deemed necessary by the Developer and as the City reasonably deems acceptable, the Developer shall be deemed in default, and the City may, but is not required to, take over the work and prosecute the same to completion by contract or other method which the City considers advisable, for the account, and at the expense, of Developer. In this event, the City, without liability for doing so, may take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to Developer as may be on the work site and necessary for completion of the work. The City may withdraw from the security specified in Paragraph 15 of this Agreement to pay the face amount of the obligations for completion of the work, as well as any additional costs and reasonable expenses and fees,

including reasonable attorneys' fees and interest from the date of notice of such costs until the costs have been satisfied, incurred by the City in successfully enforcing the obligations under this Agreement. In the event the cost of completing the work under this contract exceeds the amount contained in the security deposits specified under Paragraph 15, the Developer shall be responsible for any additional costs actually incurred by the City.

23. **Notices.** All notices required shall be in writing and delivered by Registered mail, postage prepaid, or any nationally recognized overnight courier that routinely issues receipts (e.g., FedEx). A party may change its address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received three (3) business days after dispatch by United States Postal Service regular mail, or one (1) business day after dispatch by a reputable overnight courier service.

Notices to be given to the City shall be addressed as follows:

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

With a cc to:

Shute, Mihaly & Weinberger
396 Hayes Street
San Francisco, CA 94102
Attn: City Attorney, City of Marina

Notices to the Developer shall be addressed as follows:

[PROVIDE ADDRESS]

24. **Change of Developer.** If the Developer voluntarily ceases to have any legal interest in the Property, then a notice to that effect shall be filed with the City. The notice shall include the name and address of the new owner of the Property, submittal of a new security in accordance with Paragraph 15 of this Agreement (at which time the original security will be released), and a certified copy of the recorded deed. Unless a new agreement between the City and any successor owner is entered into, Developer shall provide the City with an assignment and assumption agreement between Developer and the successor owner relating to rights and obligations under this Agreement. Developer shall thereafter have no further obligations to the City under this Agreement except for any liability or obligations arising prior to such transfer.

25. **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

26. **Agreement Attaches to the Land - Recordation.** This Agreement pertains to and runs with the Property. This Agreement shall be recorded in the office of the County Recorder at the expense of the Developer and shall constitute notice to all successors and assigns of and to the Property of the obligations set forth herein.

27. **Miscellaneous Terms and Provisions.**

(a) If any provision of this Agreement is adjudged illegal, inoperative, or invalid, the remaining provisions of this Agreement, to the extent practicable, shall continue in full force and affect.

(b) This Agreement contains a full, final and exclusive statement of the Agreement of the Parties regarding the subject matter hereof.

(c) The obligations upon the Developer signing this Agreement terminate upon Certificate of Completion issued in accordance with Paragraph 6, or upon filing of a written assignment and assumption agreement with the County Recorder, and in compliance with Paragraph 22, above.

(d) This Agreement shall be administered, interpreted and enforced under the laws of the State of California and the City of Marina. In case of dispute, venue shall reside in Monterey County, California.

(e) Developer warrants and represents that the person signing on behalf of Developer has the authority to execute this Agreement on behalf of Developer, and has the authority to bind the Developer and the Property to the terms and obligations set forth in this Agreement. Developer agrees that this Agreement, and any instrument or agreement required hereunder, are within the Developer's powers, and have been duly authorized and delivered, and do not conflict with Developer's organizational powers.

(f) Developer agrees that this Agreement is a valid, legal, and binding Agreement, enforceable against Developer in accordance with its terms, and that any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding, and enforceable. Developer agrees that this Agreement does not conflict with any law, agreement, or obligations by which Developer is bound.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the day and year above written.

[SIGNATURE PAGE FOLLOWS]

City of Marina,
a municipal corporation,

By: _____

Layne Long
City Manager

Attest:

City Clerk

Approved as to Form:

City Attorney

Developer,

By: _____

Name: _____

Title: _____

(Signature Must be Notarized)

Exhibit “A”

Description of Property

Exhibit “B”

“Scope of Work”

Exhibit “C”
Maintenance Plan

Exhibit “D”

Engineer’s Cost Estimate

1843483.6

NOTES

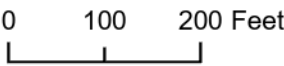
- 1. Remove invasive weeds throughout all areas prior to reseeding.
- 2. Inspect and remove invasive weeds on a once monthly basis.
- 3. Provide temporary on-grade irrigation in areas to be reseeded for establishment
- 4. Reseed areas of thin cover shown below. Perform reseeding during fall (Oct - Dec).



Text callouts above indicate locations of recommended actions per the June & October 2024 site inspections

Landscape Areas

- Area 1 - Steep Slope Planting (5.75 Ac)
- Area 2 - Bluff Planting (0.75 Ac)
- Area 3 - Existing Habitat Area (3.00 Ac)
- Area 4 - Dog Park (0.50 Ac)



Landscape Areas

Hilltop Park



Denise Duffy and Associates, Inc.
Planning and Environmental Consulting

Date
10-2024
Scale
1 in = 200 ft

Figure
1

Native Plant Landscape Maintenance Manual

Hilltop Park Dunes Phase 2 East Marina, CA



July 2024

Prepared for:
City of Marina
290 Cypress Avenue
Marina, CA 93933

Prepared By:



Denise Duffy & Associates, Inc.
Contact: John Wandke
947 Cass Street, Suite 5
Monterey, CA 93940

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1 Introduction

This Native Plant Landscape Maintenance Manual (Manual) for Hilltop Park has been prepared for the City of Marina by Denise Duffy & Associates (DD&A). The purpose of this Manual is to provide guidance on appropriate maintenance activities necessary to both promote successful establishment of planted native vegetation and protect existing native habitat within Hilltop Park. Hilltop Park is approximately 10 acres and was created as part of the Dunes Phase 2 East development. The park provides a combination of informal and formal recreational opportunities for the public. These include decomposed granite walking paths that meander throughout the park, informal areas landscaped with native plants, existing protected areas of native habitat, a dog park, restrooms, a picnic area and associated areas of formal landscaping and hardscape features. Installation of the native plant landscaping was completed in winter 2024 and included tree plantings primarily consisting of coast live oak, staking and irrigation at tree planting locations, hydroseeding disturbed areas with a native seed mix, and installation of native coastal scrub species from container stock in select areas, and landscaping the area around the dog park with a combination of native and horticultural plantings per plans and specifications prepared by vanderToolen Associates.

The focus of this Manual is on both short and long-term maintenance of the informal native landscape areas and the existing areas of protected habitat within the park. Maintenance of the built park environment, dog park, and infrastructure is addressed by others. Specifically, this Manual provides recommendations for the following:

- Proper methods for identification and control of priority non-native invasive plant species;
- Management of public access routes for protection of delicate native vegetation;
- Erosion control; and
- Maintenance of plant material, replanting and/or reseeding.

1.1 Management Areas

The portions of Hilltop Park that are relevant to this Manual are shown on **Figure 1**. They consist of the following zones as defined on plans prepared by vanderToolen Associates:

- **Area 1** – “Steep slope” planting areas (5.75 acres) - North and west-facing slopes, sandy soils, hydroseeded with coastal scrub seed mix and planted with occasional coast live oak trees.
- **Area 2** – “Bluff” planting areas (0.75 acre) – Flat hilltop area with existing coast live oak thicket, sandy soils, hydroseeded with coastal scrub seed mix.
- **Area 3** – Existing habitat area (3.00 acres) – North-facing slope with existing maritime chaparral and coastal scrub vegetation in central area, margins planted with coastal scrub species.
- **Area 4** – Dog park planting area (0.50 acre) – Area of formal landscape and hardscape (shown for reference only).



Landscape Areas

- Area 1 - Steep Slope Planting (5.75 Ac)
- Area 2 - Bluff Planting (0.75 Ac)
- Area 3 - Existing Habitat Area (3.00 Ac)
- Area 4 - Dog Park (0.50 Ac)

0 100 200 Feet



Landscape Areas

Hilltop Park



Denise Duffy and Associates, Inc.

Planning and Environmental Consulting

Date
7-2024

Scale
1 in = 200 ft

Figure
1

2 Maintenance Recommendations

The following sections provide recommendations for maintenance personnel qualifications, invasive non-native plant control, access control, erosion control, plant maintenance, and scheduling.

2.1 Maintenance Personnel Qualifications

The individuals performing long, and short-term maintenance of the native landscape areas must be experienced in the restoration, maintenance and management of native habitats of the Monterey Bay or Central Coast region and/or be directly supervised by a qualified individual. Native landscape maintenance personnel should have a unique skillset that includes but is not limited to the following:

- Working knowledge of California native plants and the ability to identify native plant species found in the vicinity of Hilltop Park, including the species installed during the project and other species that may be found on site. Ability to identify native plant species both in a seedling and mature stage;
- Ability to identify invasive non-native plants species both in a seedling and mature stage.
- Familiarity with invasive non-native plant control techniques;
- Experience working in and around sensitive habitats;
- Familiarity with special status plants known to occur at the site, such as the federally threatened Monterey spineflower (*Chorizanthe pungens* v. *pungens*);
- Familiarity with planting methods and water needs of California native plants found at the site; and
- Other general knowledge of landscape maintenance including irrigation, erosion control techniques, planting methods, fencing, pruning, tree staking.

2.2 Invasive Non-Native Plant Control

Correct identification and properly timed removal of invasive non-native plant species is a key element of both short term and long-term maintenance of the park. **Table 1** summarizes the priority invasive non-native plant species that have been observed by DD&A during 2024 at the park. This list may be updated over time, based on annual site inspections, as many other invasive plant species could potentially colonize the site. These species are considered a priority for removal and control due to their current presence at the site and their known tendency to invade disturbed areas, displace native plant species, impact diversity, affect wildlife habitat, and in some cases, alter soil properties. **Table 1** provides some basic management notes for control of the priority invasive non-native plant species but should not be construed as a complete list of treatment methods.

Invasive non-native plant control should adhere to the following general guidelines and best practices:

- Perform regular inspections to identify the extent and growth stage of invasive non-native plants.
- Plan removal events around the life cycle of each target species so removal occurs prior to seed formation.
- Make an effort to completely remove weeds from the site rather than creating and leaving piles. Iceplant may be left in piles for several months prior to off haul to allow desiccation and reduce weight, as long as the piles are not placed on native vegetation.

- Bag weeds with viable seeds and transport to the municipal landfill.
- Transport weeds without viable seeds from the field to the haul truck/bin using re-usable cans, totes, burlap, or tarps to minimize use of single-use plastic. Always cover and secure loads prior to transport.
- Minimize soil disturbance when possible and plan hauling routes to avoid trampling sensitive species.
- Control invasive non-native plant species using non-chemical control methods first. If herbicides must be used, adhere to the following BMPs for herbicide use:
 - An individual certified by the California Department of Pesticide Regulation (CDPR) shall be contracted to implement invasive species removal via herbicide treatment. Herbicide shall only be applied by persons certified by the CDPR.
 - Individuals applying herbicides shall be knowledgeable of dune plant species and be capable of distinguishing between native plants and the target non-native species. Care shall be exercised to avoid overspray and damage to non-target plants.
 - All reasonable precautions shall be taken to protect the environment and human health and safety. Herbicides shall be applied in an environmentally safe manner. Herbicide use shall be directed narrowly at the target organism to avoid broad impacts on the ecosystem.
 - All conditions of herbicide labels shall be followed.
 - Herbicides shall not be applied during or within 24 hours prior to rain.
 - Drift shall be avoided by not applying herbicides under windy conditions (e.g., >10 miles per hour) and by using ground-based applicators, low tank pressures, and spray nozzles adjusted for larger droplet sizes, or other methods recommended by the licensed individual. Extra caution will be used when winds are between 5 and 10 miles per hour.
 - Herbicides shall not be mixed, loaded, rinsed, or stored near aquatic or other sensitive resources.
 - Herbicides shall not be applied within 100 feet of aquatic resources.

Table 1. Summary of Priority Invasive Non-native Plants

Botanical Name Common Name	Photograph	Growth Form Blooming Period	Cal-IPC Rating Basic Management Notes
<i>Acacia longifolia</i> Sydney golden wattle		Tree June - Aug	Cal-IPC Rating: 'Watch' • Hand pull seedlings or saplings whenever found. • Large individuals may be cut and stump treated with glyphosate or triclopyr.
<i>Brassica</i> sp. <i>Hirschfeldia</i> sp. <i>Sisymbrium</i> sp. Mustard species		Herbaceous annual or biennial April – July to year- round	Cal-IPC Rating: typically 'Moderate' • Hand pull, when found, typically March-August, but possibly any time, prior to seed production. • Do not cut, completely remove taproot.
<i>Bromus diandrus</i> Ripgut brome Other potential invasive annual grasses (<i>Festuca myuros</i> , <i>Avena barbata</i> , <i>Hordeum murinum</i> , <i>Bromus hordeaceus</i> , <i>Bromus madritensis</i>)		Annual grass April - June	Cal-IPC Rating: 'Moderate' • Hand pull between February and April when young or when just beginning to flower but before ripe seed is produced. • Large monotypic infestations can be treated with herbicide when in the seedling stage, prior to flowering.

Botanical Name Common Name	Photograph	Growth Form Blooming Period	Cal-IPC Rating Basic Management Notes
<i>Carpobrotus edulis</i> Hottentot fig, iceplant		Succulent perennial Feb-Oct	Cal-IPC Rating: 'High' • Hand pull year round. A serrated harvest sickle knife can make removal of large mats easier. • Remove all plant parts; remaining plant material can form new adventitious roots. • Large mats can be effectively controlled with a 2% glyphosate solution.
<i>Centaurea melitensis</i> Tocalote		Herbaceous annual April - Aug	Cal-IPC Rating: 'Moderate' • Hand pull in April and May prior to flowering.
<i>Cortaderia jubata</i> Jubata grass		Large perennial grass Sept - Feb	Cal-IPC Rating: 'High' • Hand pull seedlings. • Cut, bag, and remove any seed plumes. • Remove all living plant parts from the site • Treat individuals too large to remove without heavy equipment using glyphosate or fluazifop herbicide in late summer or fall.

Botanical Name Common Name	Photograph	Growth Form Blooming Period	Cal-IPC Rating Basic Management Notes
<i>Paraserianthes lophantha</i> Albizia, stink bean, plume Acacia		Tree May - July	Cal-IPC Rating: 'Watch' Hand pull seedlings or saplings whenever found. Large individuals may be cut and stump treated with glyphosate or triclopyr.

Notes:

Cal-IPC – California Invasive Plant Council (2024)

2.3 Access Controls

Signage

Strategic placement of low-profile metal signage in native landscape areas can help reduce trampling impacts by informing the public that certain areas are closed to foot traffic. **Figure 2** provides a typical example of informative signage. Wording and signage design can be adjusted as desired.

Fencing

Native plant installations are often damaged unknowingly when the public wander off established trails. Impacts from trampling by people and dogs can be reduced through the use of strategically placed fencing and informative signage. An area east of the dog park has already been identified as a location where additional fencing is needed to prevent inadvertent trampling impacts to planted or protected areas of vegetation. Other areas may require fencing if trampling impacts are observed. Fencing can be costly and has aesthetic impacts, so the decision to fence should be based on need. The following should be incorporated into the maintenance routine:

- During the short term, monitor the site for formation of social trails or trampling impacts during each monthly maintenance inspection.
- Consider the use of symbolic metal post and cable, wood post and rope/cable, or sturdier two or three rail split cedar fencing to discourage off-trail use.



Figure 2. Typical Signage Example



Example of wood split rail fencing



Example of metal anchor rod and cable

Figure 3. Examples of Fencing

2.4 Erosion Control

Erosion control is expected to be primarily a short-term maintenance activity as planted vegetation becomes established, begins to spread and stabilize soils. Erosion control may also be required during the long-term maintenance period. The most common erosion features at the park are expected to be minor rill formation from surface runoff caused by moderate or high-intensity rainfall. Formation of larger, gully features is not expected, but if created by an unusual event, would require repairs that are outside the scope of this document. Recommendations for repair of minor erosion is provided below:

- Assess the entire site for erosion features during each maintenance inspection event;
- Identify for treatment areas of minor erosion greater than approximately 100 square feet (sf) in area or areas of erosion that have expanded since the prior maintenance inspection;
- Prior to October 15 of a given year, repair areas of erosion:
 - Identify the point of origin of concentrated surface flow run on;
 - Using hand tools, restore eroded areas to a condition consistent with the original grade, as feasible;
 - Install temporary, biodegradable erosion control materials designed to interrupt the flow of water over the soil surface beginning at the point of run on. Do not use materials made of plastic or containing plastic monofilament netting, which can ensnare wildlife. Biodegradable straw wattles with a burlap casing secured with wooden stakes should be installed along slope contours, keyed into a shallow trench, and staked every four feet to prevent water from flowing beneath the wattle.
 - If mulching is performed for erosion control, use clean rice straw. Do not use bedding straw or hay.
 - Reseed and/or plant disturbed areas after erosion control installation is completed.

2.5 Plant Maintenance

Native plant landscape areas typically do not require the same level of plant maintenance as formal landscaping. Native plants in these types of applications are usually left to grow, flower, and set seed naturally without pruning. However, some plant maintenance is expected, as recommended below:

- Remove dead woody plants/branches as needed;
- Trim vegetation that is encroaching on trails during fall;
- Inspect and maintain tree staking so trees remain upright;
- Install wire browse protection cages if damaging herbivory is observed;
- Repair water retention basins around container plantings as needed; and
- Perform replacement/supplemental planting as desired in early winter months.

2.6 Scheduling

A suggested schedule for short-term (1 – 3 years) and long-term (4 – 10 years) maintenance activities is provided below. Although some level of maintenance may be needed indefinitely, the long-term maintenance period is set at 10 years, at which time the frequency and need for maintenance can be reassessed.

Activity Description	Short Term												Long Term											
	YEAR 1 - 3												YEAR 4 - 10											
Month	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Quarter	Q1			Q2			Q3			Q4			Q1			Q2			Q3			Q4		
Invasive Non-native Plant Control																								
Weed control (general)																								
Weed control by species																								
Acacia sp.																								
Mustard sp.																								
Annual grass sp.																								
Iceplant sp.																								
Tocalote																								
Jubata grass																								
Access Controls - Fencing																								
Inspect for trampling impacts, social trails																								
Erosion Control																								
Inspect for erosion																								
Perform repairs																								
Re-seeding																								
Plant Maintenance																								
Inspect container plantings, trees, staking - repair as needed																								
Replanting																								

Figure 4. Suggested Maintenance Schedule

3 References

Cal-IPC. 2024. California invasive plant inventory. California Invasive Plant Council: Berkeley, California. Available at: <https://www.cal-ipc.org/plants/inventory/>

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of December 3, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
ACCEPTING HILLTOP PARK EXCEPT THE LANDSCAPED AREA;
AND ACCEPTING THE LANDSCAPE AREA SUBJECT TO ENTERING
INTO AN IMPROVEMENT AND LONG-TERM MAINTENANCE
AGREEMENT; AUTHORIZE THE CITY MANAGER TO EXECUTE AN
IMPROVEMENT AND LONG-TERM MAINTENANCE AGREEMENT
DEFINING DEVELOPERS OBLIGATIONS DURING THE
MAINTENANCE PERIOD SUBJECT TO REVIEW AND APPROVAL BY
THE CITY ATTORNEY; AND FIND THIS ACTION IS EXEMPT FROM
CEQA PURSUANT TO SECTION 15061(B(3)) OF THE CEQA
GUIDELINES.**

RECOMMENDATION: It is recommended that the City Council consider adopting Resolution No. 2024-;

1. Approving acceptance of Hilltop Park except the landscaped areas; and accept the landscaped area subject to the City of Marina and Shea Homes' entering into a separate Improvement and Maintenance Agreement for Hilltop Park defining City's and Shea Homes obligations during the maintenance period;
2. Authorizing the City Manager to negotiate and execute the agreement subject to final review and approval by the City Attorney; and
3. Direct City staff to take appropriate steps to pay the Marina Coast Water District (MCWD) capacity charge for the park, which shall be reimbursed to the City after two (2) years; and authorize the Finance Director to make necessary accounting and budgetary entries.

PROJECT HISTORY

Hilltop Park as approved in the Dunes Specific Plan is a unique and different park from the other traditional developed parks in Marina. Its location provides beautiful panoramas of the ocean to the west and Salinas and the hills to the east. The park as designed is to be a passive park, rather than an active use park and will not have playground equipment, sports fields, and other established play areas. The park's landscape emphasizes native plantings, overlooks, seating areas, walking pathways, picnic areas, and a dog park. Trails follow the contours of the land and provide access from Eighth and Ninth streets.

The park has an extensive project history with multiple public meetings, an ad hoc committee appointed by the City Council, direction from the City Council on vision and design of the park, and assistance from local volunteers in the park development.

The City hired Denise Duffy and Associates ("DDA") to review and inspect the planted and seeded native vegetation within the park and make recommendations and to also prepare short and long-term maintenance recommendations (**Exhibits E and F**). John Wandke from DDA, the hired environmental scientist evaluated the landscape plan and concluded that the seeding and planting effort was mostly successful and has a good chance of continuing to grow and fill in over time. He also recommended certain actions to move the park landscaping towards meeting the success criteria.

Hilltop Park Hardscape

All hardscaped areas of the park are completed including trails, the dog park, benches, and picnic area. The punch list prepared by the City is completed and the City is ready to accept the hardscaped areas of the park. The hardscaped areas proposed to be accepted are shown in **Exhibit C**.

The hardscaped areas will, upon acceptance, be maintained by the City's park maintenance staff. Short-term, the City has the staffing to add this park to its park maintenance scheduling; however, the City will need additional staff resources long-term. Staff will be bringing this issue back to the council when we start the budget process for FY 2025/26 and FY 2026/27 budgets.

Hilltop Park Landscape

Due to the unique design of a natural and native park, the seeds and plants are not yet fully grown and will continue to grow and develop over the next five years. In order to allow for the acceptance by the City of the landscaped areas, the City and Shea Homes have agreed to a "Hilltop Park Improvement and Maintenance Agreement" which defines the Developer's responsibilities over the next two-year maintenance period for the park.

Maintenance Period

The developer is required to maintain the landscaping for a period of two years from the date of acceptance of the landscaped areas of the park. Additionally, the Landscape Plan defines success criteria for development of the landscaped areas. The success criteria have three objectives:

Objective #1 Percent (%) coverage of bare ground

- a. Year 1-2 80-95%
- b. Year 3-4 70-85%
- c. Year 5 65-75%

Objective #2 Percent (%) coverage of non-natives plants

- d. Years 1-5 Les than 10%

Objective #3 Percent (%) coverage of native plants

- e. Year 1 5-10%
- f. Year 2 10-20%
- g. Year 3 15-25%
- h. Year 4 20-30%
- i. Year 5 25-35%

Consistent with the Landscape Plan, DDA recommends that irrigation described in the Plan be installed on a temporary basis within certain areas of the park. The reliance upon mother nature to irrigate the site is unlikely to result in the success criteria being met.

ANALYSIS

As set forth above, City staff recommend that the City accept the hardscaped areas shown on Exhibit C. In order to accept the not fully developed landscaped areas of Hilltop Park, City staff proposes the Council accept Hilltop Park landscaped areas in its current state, conditioned upon City and Shea Homes entering into a Hilltop Park Improvement and Maintenance Agreement that includes the following key terms.

City responsibilities

- Pay the capacity charge fee to MCWD for the hook up to MCWD's water system. It is expected that after two to three years of watering the plants will be established, and the water can be disconnected and MCWD will reimburse the City for the capacity charge fee.
- Pay the water utility costs for watering the park

Shea Home responsibilities

- Implement recommendations of Denise Duffy & Associates Memorandum of August 2, 2024 including:
- Re-inspect the seeded areas during fall 2024 to determine if additional seedling mortality has occurred during the dry season and identify areas that require a re-application of the seed mix and reseed according to map in the Memorandum.
- Continue to reseed the park on an as-needed basis.
- Install a temporary on-grade irrigation system for all the areas indicated on the map that need to be reseeded and will maintain this system for two years.
- Remove invasive weeds throughout all areas prior to reseeding
- Inspect and remove invasive weeds on a once monthly basis
- Remove ice plant mats, jubata grass, plume acacia saplings, and ice plant under oak thicket.
- Provide a two-year performance/warranty bond

Attached is a proposed draft of this agreement **Exhibit D**

ENVIROMENTAL REVIEW

Acceptance of a park and entering into a maintenance contract is not a project subject to the California Environmental Quality Act pursuant to the commonsense exemption found in section 15061(b)(3) of the CEQA Guidelines.

FISCAL IMPACT

Capacity Fee-The Monterey Coast Water District (MCWD) capacity charge to temporarily service the park will cost \$31,271-\$78,662 depending on if the water is potable or recycled water. After two years the water line would be capped, and the City would be reimbursed by MCWD for the fee.

Long Term Maintenance Cost-As directed by the City Council, Denise Duffy and Associates has prepared a detailed long term maintenance plan for Hilltop Park. Due to the very specific seed mix on the site, over the course of the next seven (7) years it will cost the City of Marina approximately \$277,000 to maintain the park in its current plant configuration.

CONCLUSION

City staff are recommending acceptance of the hardscaped areas shown on Exhibit C, and conditional acceptance of the landscaped areas of Hilltop Park subject to the developer entering into an agreement, Exhibit D to be executed by the City Manager on behalf of the City, subject to the review and approval of the City Attorney.

Respectfully submitted

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

REVIEWED BY:

Layne Long
City Manager
City of Marina

Exhibits

A-Resolution

B-Project History

C-Map showing Accepted/Accepted Subject to Agreement Areas

D-Draft Maintenance Agreement with exhibits of Park, Improvements and Maintenance Plan

E-Hilltop Park Recommendations, Denise Duffy and Associates.

F-Hilltop Park Landscape Maintenance Manual