

RESOLUTION NO. 2025-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CITY APPROVING AN AGREEMENT WITH DENISE DUFFY AND ASSOCIATES TO CONTINUE TO IMPLEMENT THE MONITORING PLAN FOR HILLTOP PARK WITHIN PHASE 2 EAST OF THE UNIVERSITY VILLAGE (DUNES) PROJECT AREA IN AN AMOUNT NOT TO EXCEED \$24,000, TO DISSOLVE THE AD HOC COMMITTEE AND TO FIND THIS ACTION IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES.

WHEREAS, On December 3, 2024, the City Council adopted resolution 2024-134 which accepted Hilltop Park except the landscape area and directed the City Manager to enter into a separate Improvement and Maintenance Agreement with Shea Homes; and

WHEREAS, on May 16, 2025, both Shea Homes and the City of Marina signed the Improvement and Maintenance Agreement; and

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

WHEREAS, On April 20, 2021, an Ad Hoc Committee was formed for Hilltop Park via Council resolution 2021-36 for the expressed purpose of providing input on the conceptual plan for the park and to provide recommendations on trees for the facility;

WHEREAS, the conceptual plans were developed and the final construction documents for the park were approved by the Public Works Department on April 3, 2024; and

WHEREAS, the original purpose of the Ad Hoc Committee has been fulfilled; and said committees should be dissolved;

WHEREAS, dissolving a committee and approving a contract are not projects subject to the California Environmental Quality Act (CEQA) per the commonsense exemption found in section 15061(b)(3) of the CEQA Guidelines; and

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

1. Approve an agreement with Denise Duffy and Associates to implement a monitoring plan for Hilltop Park within Phase 2 East of University Village in an amount not to exceed \$24,000; and
2. Authorizing the City Manager to execute the agreement subject to final review and approval by the City Attorney; and
3. Authorizing the Finance Director to make necessary accounting and budgetary entries
4. Dissolve the Hilltop Park Ad Hoc Committee.
5. To reinstitute another ad hoc committee for the purpose of:
 - a. review monitoring reports and data contained therein; and
 - b. provide input given observations of the timing and techniques of weed removal
6. Find these actions are exempt from CEQA per Section 15061(b)(3) of the CEQA Guidelines.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of June 2025, by the following vote:

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

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Liesbeth Visscher, Mayor Pro Tem

ATTEST:

Anita Sharp, Deputy City Clerk



DENISE DUFFY & ASSOCIATES, INC.

PLANNING AND ENVIRONMENTAL CONSULTING

April 2, 2025

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

**SUBJECT: Proposal for Year 1 Qualitative Maintenance Inspections and Recommendations
and Quantitative Performance Monitoring by Grid Visual Cover Estimate Method
Hilltop Park, Marina, CA
Revision 1**

Dear Mr. Persicone,

Denise Duffy & Associates, Inc. (DD&A) is pleased to submit our revised proposal to provide once monthly qualitative monitoring and maintenance recommendations and quantitative performance monitoring in April, July, and February per the methods requested by the Hilltop Park Ad Hoc Committee. This proposal covers these activities during Year 1 of the establishment period. We are grateful for the opportunity and look forward to continuing our work together.

Sincerely,

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

SCOPE OF WORK

The native plant landscape areas at Hilltop Park in the City of Marina (City) are subject to a post-installation maintenance period. The City has requested monitoring support during Year 1 of the maintenance period to document the progress of the native and non-native plant growth and help guide and prioritize maintenance activities to be performed by the maintenance contractor. The Hilltop Park Ad Hoc Committee requested additional monitoring in their requested revisions to the Native Plant Landscape Maintenance Manual (Manual) prepared by DD&A. The following scope of work includes; Task 1) Year 1 coordination with City staff, 12 qualitative maintenance inspections, up to 12 additional site visits with the maintenance contractor between spring 2025 and spring 2026; and Task 2) Year 1 quantitative performance monitoring (April, July 2025, February 2026) using the grid visual cover estimate method described in the Manual.

Task 1 – Year 1 Maintenance Inspections and Maintenance Recommendations

DD&A will visit Hilltop Park once a month during Year 1 of the maintenance period for a total of 12 visits. During each visit, DD&A will qualitatively assess site conditions to include a visual estimate of average native and non-native vegetation cover, average percent bare ground, and presence of priority weed species identified in the *Native Plant Landscape Maintenance Manual* (DD&A, 2024). Following each monthly monitoring inspection, DD&A will attend a follow-up meeting with the landscape contractor to provide recommendations and guidance on the priority maintenance tasks to be performed during that month. Recommendations may include identification of priority weed species requiring control, locations, and methods of weed control; suggested adjustments to the irrigation schedule; and/or methods to address issues such as erosion. DD&A will coordinate with the City as needed and maintain a record of monitoring inspections and maintenance recommendations in a tabular format.

Assumptions: This task assumes that monthly monitoring inspections will be qualitative in nature. Direct supervision of the landscape contractor is also excluded. This task includes 12 monitoring inspections and up to 12 follow-up maintenance site visits.

Task 2 – Year 1 Quantitative Performance Monitoring (April, July, February) – Grid Visual Cover Estimate

During the months of April and July 2025 and February 2026, DD&A will perform performance monitoring of Areas 1 and 2 using the grid visual cover estimate method requested by the Ad Hoc Committee and described in the Manual. This method consists of visually estimating percent non-native and native plant cover within approximately 28, 100' x 100' grid cells to the nearest 5%. After completing the field monitoring, DD&A will prepare and submit to the City a graphic that depicts the results and provides a mean cover value for non-native and native plant cover within Areas 1 and 2.

Assumptions: This task includes three monitoring events. This task also excludes follow-up or repeated monitoring of any kind, including but not limited to more rigorous sampling of point or line intercept transects, and/or additional meetings or coordination with the City or others. DD&A is available to perform these services, but an add-on to the contract would be necessary.

BUDGET

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

ASSUMPTIONS

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

SCHEDULE

DD&A is available to perform this work immediately after the attached authorization to proceed is signed by an authorized representative and all project information has been received. This proposal assumes a period of performance between spring 2025 and spring 2026.

Hilltop Park Year 1 Monitoring Budget					
		Senior Project Manager	Senior Environmental Scientist	Administrative	DD&A Costs by Task
	Staff				
	Hourly Rate	\$232.00	\$181.00	\$101.00	
Task 1	Year 1 Monthly Qualitative Maintenance Inspections & Recommendations	2	80	2	\$ 15,146.00
Task 2	Year 1 Quantitative Performance Monitoring (April, July, February) - Grid Visual Cover Estimate Method	2	40	2	\$ 7,906.00
Total Hours by Staff		2	80	2	
Subtotal for DD&A Labor		\$ 464.00	\$ 14,480.00	\$ 202.00	\$ 23,052.00
Estimated Expenses					
Mileage, supplies, GIS, and phone					\$600
TOTAL ESTIMATED COST					\$ 23,652.00

AUTHORIZATION TO PROCEED

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

Project Name: Hilltop Park Landscape Maintenance Recommendations

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

Print Name: _____

Title: _____

On Behalf of: _____

Mailing Address: _____

Phone: _____

Fee/Scope Confirmation: Year 1 Maintenance Inspections, Maintenance Recommendations, Quantitative
Performance Monitoring (April, July, February)
Total: \$23,652

Existing Contract Date, if applicable: On-call contract

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

Mailing Address: _____

Attention: _____

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

Or email: mechevarria@ddaplanning.com

DENISE DUFFY & ASSOCIATES, Inc.
STANDARD TERMS AND CONDITIONS

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

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

May 28, 2025

Item No. **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 3, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-,
APPROVING AN AGREEMENT WITH DENISE DUFFY AND ASSOCIATES TO
IMPLEMENT A MONITORING PLAN FOR HILLTOP PARK WITHIN PHASE
2 EAST OF THE UNIVERSITY VILLAGE (DUNES) PROJECT AREA, TO
DISSOLVE THE HILLTOP PARK AD HOC COMMITTEE AND FIND THIS
ACTION IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B)(3) OF
THE CEQA GUIDELINES.**

RECOMMENDATION: It is recommended that the City Council consider:

1. Adopt Resolution No. 2025-, approving an agreement with Denise Duffy and Associates to implement a monitoring plan for Hilltop Park within Phase 2 East of University Village in an amount not to exceed \$24,000; and
2. Authorizing the City Manager to execute the agreement subject to final review and approval by the City Attorney; and
3. Authorizing the Finance Director to make necessary accounting and budgetary entries.
4. Discussion to dissolve the Hilltop Park Ad Hoc Committee

PROJECT HISTORY

Hilltop Park as approved in the Dunes Specific Plan is a unique and different park from the other traditional developed parks in Marina. Its location provides beautiful panoramas of the ocean to the west and Salinas and the hills to the east. The park as designed is to be a passive park, rather than an active use park with playground equipment, sports fields, and other established play areas. The park's landscape emphasizes native plantings, 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.

Improvement and Maintenance Agreement-On December 3, 2024 the City Council adopted resolution 2024-134 which accepted the park except the landscape area and directed the City Manager to enter into a separate Improvement and Maintenance Agreement defining the City and Shea Homes, the developer, obligations during the maintenance period. After several months of negotiations with the City and Shea Homes the agreement was signed by both parties on May 16, 2025.

Monitoring Plan-Exhibit D to the final agreement is the Native Plant Maintenance Manual which was prepared by Denise Duffy and Associates. The purpose of this Manual is to provide guidance on appropriate maintenance activities necessary to promote successful establishment of planted native vegetation, reduce long-term City weed maintenance liability and cost, and protect existing native habitat within Hilltop Park. The native plant landscape areas at Hilltop Park in the City of Marina (City) are subject to a post-installation maintenance period. The City has requested monitoring support during Year 1 of the maintenance period to document the progress of the native and non-native plant growth and help guide and prioritize maintenance activities to be performed by the maintenance contractor funded and contracted by Shea Homes. The

following scope of work includes; Task 1) Year 1 coordination with City staff, 12 qualitative maintenance inspections, up to 12 additional site visits with the maintenance contractor between spring 2025 and spring 2026; and Task 2) Year 1 quantitative performance monitoring (April, July 2025, February 2026) using the grid visual cover estimate method described in the Manual.

The focus of this staff report is a request from the City of Marina to enter into an agreement with Denise Duffy and Associates in an amount not to exceed \$24,000 for the monitoring plan. It is important for the City to enter this contract so that once City accepts the park from Shea Homes city staff can ensure the park is maintained during the warranty period in the manner consistent with the City Council goals and priorities.

Ad Hoc Committee-On April 20, 2021, an Ad Hoc Committee was formed for Hilltop Park via Council resolution 2021-36 for the express purpose of providing input on the conceptual plan for the park and to provide recommendations on trees for the facility. The conceptual plans were finalized and approved by the then Public Works Director on April 3, 2024. Ad hoc committees, which are temporary and formed for a specific purpose, are generally not subject to the Brown Act. These committees are formed for a specific purpose, are advisory in nature, and are dissolved once their task is completed. By directing city staff to enter a contract with Denise Duffy and Associates for the monitoring of the implementation of the park for the next two years and because the Ad Hoc Committee's original function has been implemented it is the city staff recommendation that the Ad Hoc Committee be dissolved at this time. If the City Council wants to reauthorize the Ad Hoc Committee it is authored to do so but must provide specific directions for why it is being created. If the Council wants to reauthorize the committee, this will need to be agendaized at a subsequent meeting.

Additional Questions-After publication of the April 20, 2025 staff report, additional questions from the Council were submitted to city staff. Most of these questions revolved around giving the City Council access to the file agreement signed with Shea Homes, which can occur along with better understanding the nature of the monitoring plan the City will be signing with Denise Duffy and Associates for the park.

ENVIRONMENTAL REVIEW

Approval of a contract or dissolving a committee are not projects subject to the California Environmental Quality Act pursuant to the common sense exemption found in section 15061(b)(3) of the CEQA Guidelines.

FISCAL IMPACT

This contract will be paid for with cost savings from the existing Community Development Department budget.

CONCLUSION

City staff are recommending approval of the contract so work can begin in earnest on the continued monitoring of this park.

Respectfully submitted

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

REVIEWED BY:

Layne Long
City Manager
City of Marina

Attachments
1-Hilltop Park Monitoring, DDA, dated April 2, 2025