



AMENDED

AGENDA

Tuesday, April 15, 2025

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 AND MARINA
GROUNDWATER SUSTAINABILITY 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)

Jenny 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:
 - a. Conference with Legal Counsel, Existing Litigation (§ 54956.9(d)) (2 cases)
 - i. *City of Marina, et. al. v. California Coastal Commission, et al.*, 22-CV004063, Monterey Superior Court
 - ii. *City of Marina, et al. v. RMC Lonestar, et. al.*, 20-CV-001387, Monterey Superior Court

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

5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand) by Scouts of America Troop 134.
6. SPECIAL PRESENTATIONS:
 - a. Joy P. Junsay Proclamation
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 106631-106738, totaling \$709,278.32.
Accounts Payable Successor Agency EFT Number 119, totaling \$456.88.

 - b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) April 1, Regular City Council Meeting

 - c. CLAIMS AGAINST THE CITY:
 - (1) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Janya Kursh for a claim received on April 1, 2025.

 - (2) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Charles Steppes for a claim received on April 8, 2025.

 - d. AWARD OF BID: None

 - e. CALL FOR BIDS: None

 - f. ADOPTION OF RESOLUTIONS: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Adopting Resolution No. 2025-, authorizing the reclassification of the Code Enforcement Officer position and salary.

 - g. APPROVAL OF AGREEMENTS: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Adopting Resolution No. 2025-, authorizing a grant writing services agreement with California Consulting, Inc. of El Segundo, CA for full grant writing and management services for a one-year term beginning May 1, 2025, in an amount not to exceed \$60,000.00.

 - (2) Adopting Resolution No. 2025-, approving an agreement with Kimley-Horn for the Airport Economic Impact Study at the Marina Municipal Airport for a grand total of \$55,000.

- (3) Adopting Resolution No. 2025-, authorizing a professional services agreement with Yamabe & Horn Engineering, Inc. of Fresno, CA for engineering and land surveying services beginning May 1, 2025, in an amount not to exceed \$49,000.00.
- (4) Adopting Resolution No. 2025-, approving an agreement with Rincon Consulting to provide geographic information system (GIS) and grant writing services in an amount not to exceed \$50,000.
- (5) Adopting Resolution No. 2025-, approving an agreement with Peckham and McKenney to provide recruitment services to the City of Marina for the Fire Chief recruitment.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

(1) Community Human Services March 20, 2025, Board Meeting Highlights

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. Receiving a Community Engagement Report/Plan from Tripepi Smith including the community outreach conducted; and adopt Resolution No. 2025, directing the City Manager to send to the California Coastal Commission the City of Marina's Community Engagement Plan.
- b. Receiving the City of Marina Real Estate Market Analysis & Site Assessment Report and provide direction to city staff.
- c. Adopting Resolution No. 2025-, authorizing a lease agreement between Las Animas Concrete and Building Supply, Inc. (dba Las Animas Concrete, Marina).

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, April 11, 2025.

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 2025 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, May 6, 2025
Tuesday, May 20, 2025

***Wednesday, September 3, 2025**
Tuesday, September 16, 2025

Tuesday, June 3, 2025
Tuesday, June 17, 2025

Tuesday, October 7, 2025
Tuesday, October 21, 2025

Tuesday, July 1, 2025
Tuesday, July 15, 2025 (Cancelled)

Tuesday, November 4, 2025
Tuesday, November 18, 2025

****Wednesday, August 6, 2025**
Tuesday, August 19, 2025 (Cancelled)

Tuesday, December 2, 2025
Tuesday, December 16, 2025

*** Regular Meeting rescheduled due to Monday Holiday**

**** Regular Meeting rescheduled due to National Night Out**

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

C I T Y H A L L 2 0 2 5 H O L I D A Y S
(City Hall Closed)

Memorial Day ----- Monday, May 26, 2025
Juneteenth Day----- Thursday, June 19, 2025
Independence Day (City Offices Closed) -----Friday, July 4, 2025
Labor Day ----- Monday, September 1, 2025
Veterans Day (City Offices Closed)----- Tuesday, November 11, 2025
Thanksgiving Day----- Thursday, November 27, 2025
Thanksgiving Break----- Friday, November 28, 2025
Winter Break----- Wednesday, December 24, 2025-Wednesday, December 31, 2025

2025 COMMISSION DATES

Upcoming 2025 Meetings of Planning Commission
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

April 24, 2025	July 10, 2025	October 9, 2025
	July 24, 2025	
May 8, 2025	August 14, 2025	October 23, 2025
May 22, 2025	August 28, 2025	November 13, 2025
June 12, 2025	September 11, 2025	November 27, 2025 (Cancelled)
June 26, 2025	September 25, 2025	December 11, 2025

Upcoming 2025 Meetings of Public Works Commission
3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

April 3, 2025	August 7, 2025	November 6, 2025
May 1, 2025	September 4, 2025	December 4, 2025
July 3, 2025	October 2, 2025	

**Upcoming 2025 Meetings of Recreation &
Cultural Services Commission**
1st Wednesday of every second month. Meetings are held at the Council Chambers at 6:30 P.M.

May 7, 2025

July 2, 2025
September 10, 2025

November 5, 2025

Upcoming 2025 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.

April 9, 2025

July 9, 2025

October 8, 2025



Proclamation

Joy P. JUNSAY

February 6, 1955 ~ March 12, 2025

WHEREAS, we remember Joy Pangilinan Junsay (Joylito) as a friend and family whom she served as City Clerk for the City of Marina during 21 great years (really, she was the boss at City Hall!), and

WHEREAS, After battling cancer since 2010, Joy passed away on Wednesday, March 12, 2025; and

WHEREAS, Joy attended elementary and junior high school in Seaside, graduated from Monterey High School in 1973 and graduated from Monterey Peninsula College in 1975; and

WHEREAS, after working at San Francisco State University, Joy returned home to Seaside in June of 1977 to work for Assemblyman and Senator Henry J Mello until July 1989; and then went on to work at City Hall, Marina, for 21 years. After retirement in 2010 Joy served as Executive Director for the Peace Officers Association of the County of Monterey from January 2011 through December 2020; and

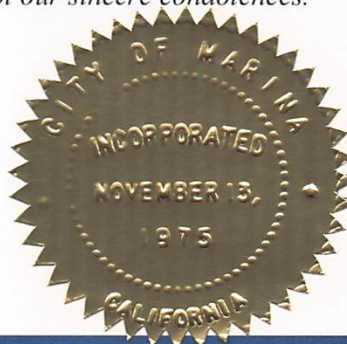
WHEREAS, Joy enjoyed volunteering in her community. She was the first female President elected by/to the Monterey Peninsula Jaycees in 1988; Board Member and co-Founder Monterey Peninsula Nanao Friendship Association; Founder Portola/King Junior High School Reunion; Marina Rotary Club Community Development Director; Monterey Peninsula College Alumni Committee Member to name a few; and

WHEREAS, In recognition of Joy's service to the community, she received a myriad of honors: Monterey Peninsula Jaycee of the Year, 1986-87; California Jaycees District Four Outstanding Community Development Vice President of the Year, 1987; City of Marina Employee of the Quarter, June 1991; Monterey Peninsula Jaycees Outstanding Young Citizen of the Year, 1991; Marina Chamber of Commerce Employee of the Year 2001; MPC Hall of Fame 2010; and Marina Foundation Woman of the Year 2013; and

WHEREAS, CHISPA honored Joy by naming a 47 Unit Apartment Complex on DeForest Road in Marina the Junsay Oaks Senior Apartments that was dedicated February 28, 2020.

NOW, THEREFORE, I, Mayor Bruce Delgado, of Marina, and the entire Marina City Council, hereby thank Joylito for loving Marina and helping everyone here, and to her family for their loving support of Joy in sickness and in health. Please accept our sincere condolences.

Dated this 15th day of April 2025




Bruce C. Delgado, Mayor



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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 110 - City Council										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6500.700 - Training & Travel Training & Travel										
12121 - Jennifer McAdams - refund only	3-28-25	LCC Policy Committee Meeting - Burbank, CA	Paid by Check # 106652		04/02/2025	04/02/2025	04/02/2025		04/04/2025	972.22
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions	1		\$972.22
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$972.22
Division 000 - Non-Div Totals							Invoice Transactions	1		\$972.22
Department 110 - City Council Totals							Invoice Transactions	1		\$972.22
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	GCI0017186	MMC Web Update	Paid by Check # 106640		03/31/2025	04/01/2025	04/01/2025		04/04/2025	98.00
Account 6300.010 - Prof Svc Admin - Muni Code Totals							Invoice Transactions	1		\$98.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background										
11869 - Agile Occupational Medicine PC	EM041501	Agile Occupational Medicine - Pre Emp Px	Paid by EFT # 5968		03/25/2025	04/02/2025	04/02/2025		04/04/2025	415.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals							Invoice Transactions	1		\$415.00
Account 6300.465 - Prof Svc Legal - Special Counsel										
11425 - Formation Environmental, LLC	9207	Professional Services - Testimony - Nov.2024-Feb.2025	Paid by EFT # 5975		02/23/2025	03/27/2025	03/27/2025		04/04/2025	17,707.50
11425 - Formation Environmental, LLC	9208	Professional Services - MPWSP/GSA Plan	Paid by EFT # 5975		02/28/2025	03/27/2025	03/27/2025		04/04/2025	1,090.00
11505 - Shartsis Frieze LLP	5505724	Professional Services - MPWSP - February 2025	Paid by Check # 106669		03/31/2025	04/01/2025	04/01/2025		04/04/2025	19,530.00
11714 - Advisian, Inc. - Worley Group, Inc.	535393	Professional Services - MPWSP - August 2024	Paid by EFT # 5967		11/12/2024	03/27/2025	03/27/2025		04/04/2025	156.25
Account 6300.465 - Prof Svc Legal - Special Counsel Totals							Invoice Transactions	4		\$38,483.75
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	6		\$38,996.75
Division 000 - Non-Div Totals							Invoice Transactions	6		\$38,996.75
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions	6		\$38,996.75
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.330 - Prof Svc IT - Information Tech Svc										
10897 - TechRx Technology Services	12632	IT Support - March 2025	Paid by EFT # 5981		04/01/2025	04/02/2025	04/02/2025		04/04/2025	11,400.00
Account 6300.330 - Prof Svc IT - Information Tech Svc Totals							Invoice Transactions	1		\$11,400.00



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.331 - Prof Svc IT - Website Svc										
10143 - Civicplus	329240	Quarterly Website Hosting and Support	Paid by EFT # 5972		04/01/2025	04/01/2025	04/01/2025		04/04/2025	4,111.93
Account 6300.331 - Prof Svc IT - Website Svc Totals									Invoice Transactions 1	\$4,111.93
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10897 - TechRx Technology Services	12730	Amazon Glacier - Subscription - April 2025	Paid by EFT # 5981		04/01/2025	04/02/2025	04/02/2025		04/04/2025	380.00
10897 - TechRx Technology Services	12715	Zoom - March 2025	Paid by EFT # 5981		03/31/2025	04/02/2025	04/02/2025		04/04/2025	533.85
10897 - TechRx Technology Services	12633	Veeam O365 Backup & Glacier Storage - April 2025	Paid by EFT # 5981		04/01/2025	04/02/2025	04/02/2025		04/04/2025	385.00
10897 - TechRx Technology Services	12740	Veeam Subscription - April 2025	Paid by EFT # 5981		04/01/2025	04/02/2025	04/02/2025		04/04/2025	490.00
10897 - TechRx Technology Services	12731	Ninite Subscription - April 2025	Paid by EFT # 5981		04/01/2025	04/02/2025	04/02/2025		04/04/2025	216.00
10905 - Taygeta Scientific, Inc.	000708-R-0049	Barracuda Spam Firewall - April 2025	Paid by Check # 106673		04/01/2025	04/01/2025	04/01/2025		04/04/2025	475.80
10905 - Taygeta Scientific, Inc.	000423-R-0076	Computer Network Defense - April 2025	Paid by Check # 106673		04/01/2025	04/01/2025	04/01/2025		04/04/2025	2,750.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals									Invoice Transactions 7	\$5,230.65
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10897 - TechRx Technology Services	12705	HP Color Laser Pro Printer	Paid by EFT # 5981		03/11/2025	04/02/2025	04/02/2025		04/04/2025	360.53
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals									Invoice Transactions 1	\$360.53
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade										
10897 - TechRx Technology Services	12754	Citywide MS Office 365 - April 2025	Paid by EFT # 5981		04/01/2025	04/02/2025	04/02/2025		04/04/2025	2,665.20
Account 6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade Totals									Invoice Transactions 1	\$2,665.20
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 11	\$23,768.31
Division 000 - Non-Div Totals									Invoice Transactions 11	\$23,768.31
Department 125 - I. T. Totals									Invoice Transactions 11	\$23,768.31



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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 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.490 - Other Charges Membership Prof Orgs										
10254 - Government Finance Officers Association-GFOA	Cash-300292736	Membership Dues - Renewal fees (R. Sattoof)	Paid by Check # 106650		04/02/2025	04/02/2025	04/02/2025		04/04/2025	150.00
10254 - Government Finance Officers Association-GFOA	Cash-300292739	Membership Dues- Renewal Fees (Mary McGuinness)	Paid by Check # 106650		02/04/2025	04/02/2025	04/02/2025		04/04/2025	150.00
Account 6600.490 - Other Charges Membership Prof Orgs Totals							Invoice Transactions	2		\$300.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$300.00
Division 000 - Non-Div Totals							Invoice Transactions	2		\$300.00
Department 130 - Finance Totals							Invoice Transactions	2		\$300.00
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6150.500 - Medical Vision										
10607 - Vision Service Plan	04-.01-25	VSP Adjustment (04.2025)	Paid by Check # 106682		04/01/2025	04/01/2025	04/01/2025		04/04/2025	(.97)
10607 - Vision Service Plan	04-.01-25	COBRA VSP (04/2025)	Paid by Check # 106682		04/01/2025	04/01/2025	04/01/2025		04/04/2025	136.86
Account 6150.500 - Medical Vision Totals							Invoice Transactions	2		\$135.89
Account 6300.217 - Prof Svc Fin - Business Lic Services										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN048732	February 2025 BL Admin Fee	Paid by EFT # 5976		02/28/2025	04/02/2025	04/02/2025		04/04/2025	1,257.64
Account 6300.217 - Prof Svc Fin - Business Lic Services Totals							Invoice Transactions	1		\$1,257.64
Account 6300.570 - Prof Svc Other										
12043 - The Charles Machine Works, Inc.	93607853	Vacuum Excavator Trailer	Paid by Check # 106674		12/17/2024	03/27/2025	03/27/2025		04/04/2025	2,460.00
12208 - RAYA AUTOMOTIVE	2130	PD 2020 Dodge Durango	Paid by Check # 106665		03/26/2025	03/26/2025	03/26/2025		04/04/2025	952.00
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN048733	February 2025 - HDL TOT	Paid by EFT # 5976		02/28/2025	04/02/2025	04/02/2025		04/04/2025	2,336.19
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	3		\$5,748.19
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4225458379	Mat Service City Hall	Paid by Check # 106639		03/27/2025	04/02/2025	04/02/2025		04/04/2025	62.27
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	1		\$62.27
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000023235608	CALNET3-9391023477 (582-9803)	Paid by Check # 106632		03/27/2025	04/02/2025	04/02/2025		04/04/2025	31.65



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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	000023235602	CALNET3-9391023471 (582-0100)	Paid by Check # 106632		03/27/2025	04/02/2025	04/02/2025		04/04/2025	65.78
10758 - AT & T CALNET3	000023240650	CALNET3-9391023437 (384-0425)	Paid by Check # 106632		03/28/2025	04/02/2025	04/02/2025		04/04/2025	61.78
10758 - AT & T CALNET3	000023240653	CALNET3-9391023440 (384-0860)	Paid by Check # 106632		03/28/2025	04/02/2025	04/02/2025		04/04/2025	31.66
10758 - AT & T CALNET3	000023240683	CALNET3-9391023468 (384-9148)	Paid by Check # 106632		03/28/2025	04/02/2025	04/02/2025		04/04/2025	31.65
10758 - AT & T CALNET3	000023240678	CALNET3-9391023463 (384-7854)	Paid by Check # 106632		03/28/2025	04/02/2025	04/02/2025		04/04/2025	31.65
10758 - AT & T CALNET3	000023240681	CALNET3-9391023466 (384-8477)	Paid by Check # 106632		03/28/2025	04/02/2025	04/02/2025		04/04/2025	61.75
10758 - AT & T CALNET3	000023240654	CALNET3-9391023441 (384-0888)	Paid by Check # 106632		03/28/2025	04/02/2025	04/02/2025		04/04/2025	31.65
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 8	\$347.57
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Mar 2025 56-020	304 Hillcrest Ave	Paid by Check # 106656		03/13/2025	03/26/2025	03/26/2025		04/04/2025	132.01
10349 - Marina Coast Water District	Mar 2025 56-018	208 Palm Ave	Paid by Check # 106656		03/13/2025	03/27/2025	03/27/2025		04/04/2025	246.02
10349 - Marina Coast Water District	Mar 2025 56-017	208 Palm Ave Unit A	Paid by Check # 106656		03/13/2025	03/27/2025	03/27/2025		04/04/2025	71.59
10349 - Marina Coast Water District	Mar 2025 56-025	327 Reindollar Sewer	Paid by Check # 106656		03/13/2025	03/27/2025	03/27/2025		04/04/2025	37.80
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 4	\$487.42
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 19	\$8,038.98
Division 000 - Non-Div Totals									Invoice Transactions 19	\$8,038.98
Department 190 - Citywide Non-Dept Totals									Invoice Transactions 19	\$8,038.98
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10107 - California Towing & Transport	212116	Call # 275336017	Paid by Check # 106635		03/14/2025	03/20/2025	03/20/2025		04/04/2025	300.00
12065 - Hasco Stations, LLC	HCL-018536-25	Car Wash	Paid by Check # 106651		03/31/2025	04/01/2025	04/01/2025		04/04/2025	34.00
10456 - Shred-it USA - Stericycle, Inc.	8010187538	Shredding - Onsite	Paid by Check # 106670		03/18/2025	03/20/2025	03/20/2025		04/04/2025	904.92
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 3	\$1,238.92



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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 6360.342 - Maint & Repairs IT - System Annual Maint										
10897 - TechRx Technology Services	12565	Starlink 3 months 4/01 - 07/31/25 ; Fuel Pump / Kennel	Paid by EFT # 5981		04/01/2025	04/01/2025	04/01/2025		04/04/2025	390.00
10897 - TechRx Technology Services	12753	Starlink 3 months 4/01 - 07/30/25 ; Dimaggio Park	Paid by EFT # 5981		04/01/2025	04/01/2025	04/01/2025		04/04/2025	390.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions 2			\$780.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
12146 - MRC Smart Tech. Solutions/MR COPY INC DBA:XBS-WEST	IN4718917	Meter Read	Paid by Check # 106659		03/26/2025	03/26/2025	03/25/2025		04/04/2025	175.95
10577 - Tracnet	10108	CLETS - Marina PD	Paid by Check # 106675		03/26/2025	03/27/2025	03/25/2025		04/04/2025	500.00
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 2			\$675.95
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6108790530	Department Cell Phones 272493672-0001	Paid by EFT # 5983		03/18/2025	03/27/2025	03/27/2025		04/04/2025	2,397.16
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			\$2,397.16
Account 6380.150 - Utilities Comm Phone System										
10057 - Avaya, Inc.	2221954524	Acct # 100828859	Paid by EFT # 5969		03/03/2025	04/01/2025	04/01/2025		04/04/2025	2.19
10057 - Avaya, Inc.	2221951863	Acct # 100828859	Paid by EFT # 5969		02/28/2025	04/01/2025	04/01/2025		04/04/2025	10.30
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions 2			\$12.49
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	43258094	Office Supplies	Paid by Check # 106664		03/13/2025	03/20/2025	03/20/2025		04/04/2025	60.19
10498 - Quill Corporation	43238558	Office Supplies	Paid by Check # 106664		03/12/2025	03/20/2025	03/20/2025		04/04/2025	46.69
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 2			\$106.88
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-806-40014	Acct # 3995-9218-6	Paid by Check # 106647		03/21/2025	03/21/2025	03/20/2025		04/04/2025	35.56
Account 6400.635 - Material & Suppl Postage Shipping Totals							Invoice Transactions 1			\$35.56
Account 6400.720 - Material & Suppl Safety Equip										
11400 - BPS Tactical, Inc.	25010520	Duty Vest - Rose; Flores; Ball	Paid by Check # 106634		03/25/2025	03/25/2025	03/25/2025		04/04/2025	2,705.31
10330 - LC ACTION POLICE SUPPLY LTD/LC ACTION POLICE SUPPL	474428	Vest - Smith; Hopkins	Paid by Check # 106655		03/24/2025	03/25/2025	03/25/2025		04/04/2025	2,512.75
Account 6400.720 - Material & Suppl Safety Equip Totals							Invoice Transactions 2			\$5,218.06



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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 6500.620 - Training & Travel POST										
12172 - Kirandeep Bains - Employee	4-09-25	Per Diem K. Bains - Frontline Training Class 4/09/25	Paid by Check # 106654		04/01/2025	04/01/2025	04/01/2025		04/04/2025	10.00
10380 - MCCLEOA	WKSHP-2025-4-MP	Registration - Annual MCCLEOA POST Training Symposium/Workshop	Paid by Check # 106658		03/10/2025	03/25/2025	03/25/2025		04/04/2025	200.00
Account 6500.620 - Training & Travel POST Totals								Invoice Transactions 2		\$210.00
Account 6600.485 - Other Charges Medical Svc - Investigations										
10157 - Community Hospital of the Monterey Peninsula	03-08-25	Guarantor: 12252	Paid by Check # 106642		03/08/2025	03/20/2025	03/20/2025		04/04/2025	54.00
Account 6600.485 - Other Charges Medical Svc - Investigations Totals								Invoice Transactions 1		\$54.00
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions 18		\$10,729.02
Division 000 - Non-Div Totals								Invoice Transactions 18		\$10,729.02
Department 210 - Police Totals								Invoice Transactions 18		\$10,729.02
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	2025-G	Apartments Inspection	Paid by Check # 106637		03/23/2025	03/27/2025	03/27/2025		04/04/2025	2,100.00
10841 - Carmel Fire Protection Associates - Art Black	125104	Plan Review for Town Plaza Shopping Center	Paid by Check # 106637		03/16/2025	03/27/2025	03/27/2025		04/04/2025	215.00
10841 - Carmel Fire Protection Associates - Art Black	125085	Plan Review and Inspection for 3075 Arroyo Drive	Paid by Check # 106637		02/27/2025	03/31/2025	03/31/2025		04/04/2025	230.00
10841 - Carmel Fire Protection Associates - Art Black	125086	Plan Review and Inspection for 3073 Arroyo Drive	Paid by Check # 106637		02/27/2025	03/31/2025	03/31/2025		04/04/2025	230.00
10841 - Carmel Fire Protection Associates - Art Black	125087	Plan Review and Inspection for 3050 El Capitan Drive	Paid by Check # 106637		02/27/2025	03/31/2025	03/31/2025		04/04/2025	230.00
10841 - Carmel Fire Protection Associates - Art Black	125123	Plan Review and Inspection for Smith Building 72	Paid by Check # 106637		03/28/2025	04/01/2025	04/01/2025		04/04/2025	215.00
11899 - Robert Half International, Inc	64525617	Temp Position - Administrative Assistant Vicki Perez	Paid by Check # 106666		01/13/2025	04/03/2025	04/03/2025		04/04/2025	1,782.66



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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										
11899 - Robert Half International, Inc	64550431	Temp Position - Administrative Assistant # 106666 Vicki Perez	Paid by Check		01/20/2025	04/03/2025	04/03/2025		04/04/2025	1,846.80
11899 - Robert Half International, Inc	64577359	Temp Position - Administrative Assistant # 106666 Vicki Perez	Paid by Check		01/27/2025	04/03/2025	04/03/2025		04/04/2025	1,477.44
11899 - Robert Half International, Inc	64612604	Temp Position - Administrative Assistant # 106666 Vicki Perez	Paid by Check		02/04/2025	04/03/2025	04/03/2025		04/04/2025	1,731.38
11899 - Robert Half International, Inc	64638769	Temp Position - Administrative Assistant # 106666 Vicki Perez	Paid by Check		02/11/2025	04/03/2025	04/03/2025		04/04/2025	1,846.80
11899 - Robert Half International, Inc	64694368	Temp Position - Administrative Assistant # 106666 Vicki Perez	Paid by Check		02/26/2025	04/03/2025	04/03/2025		04/04/2025	277.02
11899 - Robert Half International, Inc	64724015	Temp Position - Administrative Assistant # 106666 Vicki Perez	Paid by Check		03/06/2025	04/03/2025	04/03/2025		04/04/2025	184.68
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 13	\$12,366.78
Account 6380.150 - Utilities Comm Phone System										
10603 - Verizon Wireless	6109420287	371782403-00002 FD Mobile Feb 26 - Mar 25	Paid by EFT # 5983		03/25/2025	04/01/2025	04/01/2025		04/04/2025	546.95
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 1	\$546.95
Account 6400.740 - Material & Suppl Special Dept Suppl										
11393 - Carmel Roasters, Inc.	71982	FD Coffee - 6 Boxes	Paid by Check # 106638		04/02/2025	04/02/2025	04/02/2025		04/04/2025	613.55
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	\$613.55
Account 6400.795 - Material & Suppl Turnout Equip-Structure Fires										
10323 - L.N. Curtis & Sons	INV931192	Quarter Zip Jacket - Bernardo	Paid by EFT # 5977		03/27/2025	03/27/2025	03/27/2025		04/04/2025	99.62
10323 - L.N. Curtis & Sons	INV931332	Quarter Zip Jacket, Chameleon Jacket - Aiken	Paid by EFT # 5977		03/27/2025	03/27/2025	03/27/2025		04/04/2025	242.33
10600 - Valley Trophies & Detectors	87620	Reserve Firefighters Nametags	Paid by Check # 106678		03/26/2025	03/27/2025	03/27/2025		04/04/2025	38.28
Account 6400.795 - Material & Suppl Turnout Equip-Structure Fires Totals									Invoice Transactions 3	\$380.23
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires										
10219 - Emblem Authority	48457	Marina Fire Patches - Silver	Paid by Check # 106646		04/01/2025	04/01/2025	04/01/2025		04/04/2025	554.00
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires Totals									Invoice Transactions 1	\$554.00



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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										
10532 - Santa Clara County Fire Department	03-31-2025	Equipment Purchase Agreement	Paid by Check # 106668		03/31/2025	03/31/2025	03/31/2025		04/04/2025	5,000.00
Account 6700.130 - Capital Outlay Vehicles Totals							Invoice Transactions	1		\$5,000.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	20		\$19,461.51
Division 000 - Non-Div Totals							Invoice Transactions	20		\$19,461.51
Department 250 - Fire Totals							Invoice Transactions	20		\$19,461.51
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10080 - Branch's Janitorial	228896	Tate Park Scout House	Paid by EFT # 5971		03/24/2025	03/27/2025	03/27/2025		04/04/2025	945.00
10080 - Branch's Janitorial	228895	Custodial Services for March 2025	Paid by EFT # 5971		03/24/2025	03/27/2025	03/27/2025		04/04/2025	2,886.35
10239 - First Alarm	877773	2660 5th Ave Corp Yard	Paid by EFT # 5974		03/15/2025	03/24/2025	03/24/2025		04/04/2025	390.48
10250 - Gavilan Pest Control	0168896	190 Seaside Cir	Paid by Check # 106649		03/13/2025	03/24/2025	03/24/2025		04/04/2025	300.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals							Invoice Transactions	4		\$4,521.83
Account 6360.075 - Maint & Repairs Bdg Teen Center										
10187 - Della Mora Heating, Inc.	16476	Teen Center	Paid by Check # 106644		03/18/2025	03/27/2025	03/27/2025		04/04/2025	3,425.00
Account 6360.075 - Maint & Repairs Bdg Teen Center Totals							Invoice Transactions	1		\$3,425.00
Account 6360.440 - Maint & Repairs Landscape General										
10599 - Valley Saw & Garden Equipment	402174	Blower	Paid by Check # 106677		03/18/2025	03/27/2025	03/27/2025		04/04/2025	446.52
10599 - Valley Saw & Garden Equipment	401388	Oil Mix	Paid by Check # 106677		03/10/2025	03/27/2025	03/27/2025		04/04/2025	45.86
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	2		\$492.38
Account 6360.690 - Maint & Repairs Supplies										
10581 - Trucksis Enterprises	14157	Banners PW	Paid by EFT # 5982		03/21/2025	03/27/2025	03/27/2025		04/04/2025	1,022.70
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions	1		\$1,022.70
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Mar 2025 56-106	306 Reservation Rd	Paid by Check # 106656		03/06/2025	03/17/2025	03/17/2025		04/04/2025	60.99
10349 - Marina Coast Water District	mar 2025 56-098	3254 Abdy Way (Tate-Park-Building)	Paid by Check # 106657		03/06/2025	03/17/2025	03/17/2025		04/04/2025	72.62



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Mar 2025 56-034	3240 Deforest Rd	Paid by Check # 106656		03/06/2025	03/17/2025	03/17/2025		04/04/2025	270.49
10349 - Marina Coast Water District	Mar 2025 56-014	3200 Del Monte Blvd	Paid by Check # 106656		03/06/2025	03/17/2025	03/17/2025		04/04/2025	565.68
10349 - Marina Coast Water District	Mar 2025 56-011	3254 Abdy Way (Tate Park-Irrigation)	Paid by Check # 106656		03/06/2025	03/17/2025	03/17/2025		04/04/2025	194.98
10349 - Marina Coast Water District	Feb 2025 56-107	9th Street Irrigation	Paid by Check # 106656		02/27/2025	03/17/2025	03/17/2025		04/04/2025	442.14
10349 - Marina Coast Water District	Mar 2025 56-019	211 Hillcrest Ave	Paid by Check # 106656		03/13/2025	03/26/2025	03/26/2025		04/04/2025	689.99
10349 - Marina Coast Water District	Mar 2025 56-001	209-13 Cypress Ave	Paid by Check # 106656		03/13/2025	03/27/2025	03/27/2025		04/04/2025	197.90
10349 - Marina Coast Water District	Feb 2025 56-109	8th Street	Paid by Check # 106656		02/27/2025	03/27/2025	03/27/2025		04/04/2025	259.43
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 9	\$2,754.22
Account 6400.630 - Material & Suppl Portable Toilet										
10588 - United Site Services	INV-5202677	Beach Rd & Deforest Rd Windy Hill	Paid by Check # 106676		03/20/2025	03/27/2025	03/27/2025		04/04/2025	260.35
Account 6400.630 - Material & Suppl Portable Toilet Totals									Invoice Transactions 1	\$260.35
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110661505	PW Uniforms	Paid by Check # 106679		03/21/2025	03/27/2025	03/27/2025		04/04/2025	183.51
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110661506	PW Shop Supplies	Paid by Check # 106679		03/21/2025	03/27/2025	03/27/2025		04/04/2025	73.51
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 2	\$257.02
Account 6700.110 - Capital Outlay Equipment										
12043 - The Charles Machine Works, Inc.	93607853	Vacuum Excavator Trailer	Paid by Check # 106674		12/17/2024	03/27/2025	03/27/2025		04/04/2025	76,566.63
Account 6700.110 - Capital Outlay Equipment Totals									Invoice Transactions 1	\$76,566.63
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 21	\$89,300.13
Division 311 - Buildings & Grounds Totals									Invoice Transactions 21	\$89,300.13
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10825 - East Bay Tire Co.	2122727	3260 Imjin Rd	Paid by Check # 106645		03/13/2025	03/26/2025	03/26/2025		04/04/2025	181.86
12208 - RAYA AUTOMOTIVE	2130	PD 2020 Dodge Durango	Paid by Check # 106665		03/26/2025	03/26/2025	03/26/2025		04/04/2025	451.81
10527 - SAFETY-KLEEN SYSTEMS, INC.	96711703	Washer Solvent	Paid by Check # 106667		03/15/2025	03/24/2025	03/24/2025		04/04/2025	250.34



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
12181 - Sound Billing, LLC / MyFleetCenter	45422469	2022 F150 Pick up	Paid by Check # 106671		03/18/2025	03/24/2025	03/24/2025		04/04/2025	113.46
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	4		\$997.47
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$997.47
Division 313 - Vehicle Maint Totals							Invoice Transactions	4		\$997.47
Department 310 - Public Works Totals							Invoice Transactions	25		\$90,297.60
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.100 - Fee Agr Costs - Planning										
10508 - Regional Government Services	18126	Marina Dunes Misc Jan 2025	Paid by EFT # 5979		01/31/2025	03/28/2025	03/28/2025		04/04/2025	2,132.52
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions	1		\$2,132.52
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$2,132.52
Division 000 - Non-Div Totals							Invoice Transactions	1		\$2,132.52
Department 410 - Planning Totals							Invoice Transactions	1		\$2,132.52
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	60423	Project Management	Paid by EFT # 5973		03/12/2025	03/28/2025	03/28/2025		04/04/2025	1,530.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		\$1,530.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment										
10171 - CSG Consultants	60403	Staff Augmentation	Paid by EFT # 5973		03/12/2025	03/28/2025	03/28/2025		04/04/2025	6,840.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment Totals							Invoice Transactions	1		\$6,840.00
Account 6300.190 - Prof Svc Engineering Svc Interagency										
10171 - CSG Consultants	60404	RWQCB	Paid by EFT # 5973		03/12/2025	03/28/2025	03/28/2025		04/04/2025	228.00
10171 - CSG Consultants	60405	MCWD	Paid by EFT # 5973		03/12/2025	03/28/2025	03/28/2025		04/04/2025	684.00
10171 - CSG Consultants	60406	TAMC	Paid by EFT # 5973		03/12/2025	03/28/2025	03/28/2025		04/04/2025	570.00



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.190 - Prof Svc Engineering Svc Interagency										
10171 - CSG Consultants	60407	FEMA	Paid by EFT # 5973		03/12/2025	03/28/2025	03/28/2025		04/04/2025	228.00
Account 6300.190 - Prof Svc Engineering Svc Interagency Totals										Invoice Transactions 4
										\$1,710.00
Account 6300.570 - Prof Svc Other										
11317 - First American Title Company	14507-145072458	3277 Cove Way	Paid by Check # 106648		04/01/2025	04/03/2025	04/03/2025		04/04/2025	400.00
11317 - First American Title Company	14507-145072459	3275 Cove Way	Paid by Check # 106648		04/01/2025	04/03/2025	04/03/2025		04/04/2025	400.00
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 2
										\$800.00
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	412422473001	PW Office Supplies Annex	Paid by Check # 106661		03/09/2025	03/24/2025	03/24/2025		04/04/2025	133.04
10734 - Office Depot-Public Works Dept.	412423745001	Office Furnature Corp Yard	Paid by Check # 106661		03/12/2025	03/24/2025	03/24/2025		04/04/2025	804.29
10734 - Office Depot-Public Works Dept.	412594595001	PW Office Supplies Annex	Paid by Check # 106661		03/12/2025	03/24/2025	03/24/2025		04/04/2025	262.19
10734 - Office Depot-Public Works Dept.	413838922001	Corp Yard Drafting Table	Paid by Check # 106661		03/12/2025	03/24/2025	03/24/2025		04/04/2025	1,845.20
10734 - Office Depot-Public Works Dept.	414436209001	Office Furnature Corp Yard	Paid by Check # 106661		03/12/2025	03/24/2025	03/24/2025		04/04/2025	2,828.13
10734 - Office Depot-Public Works Dept.	414437385001	Office Supplies Juan	Paid by Check # 106661		03/12/2025	03/24/2025	03/24/2025		04/04/2025	572.31
10734 - Office Depot-Public Works Dept.	414437386001	Office Supplies	Paid by Check # 106661		03/12/2025	03/24/2025	03/24/2025		04/04/2025	36.69
10734 - Office Depot-Public Works Dept.	414437387001	Office Supplies for Leads	Paid by Check # 106661		03/12/2025	03/24/2025	03/24/2025		04/04/2025	105.27
10734 - Office Depot-Public Works Dept.	414437388001	Office Supplies Juan	Paid by Check # 106661		03/13/2025	03/24/2025	03/24/2025		04/04/2025	855.07
10734 - Office Depot-Public Works Dept.	414437389001	Desk Chair Juan	Paid by Check # 106661		03/11/2025	03/26/2025	03/26/2025		04/04/2025	532.89
10734 - Office Depot-Public Works Dept.	414437390001	Desk Chair Corp Yard	Paid by Check # 106661		03/12/2025	03/26/2025	03/26/2025		04/04/2025	273.11
10734 - Office Depot-Public Works Dept.	414741444001	Office Supplies Juan	Paid by Check # 106661		03/07/2025	03/26/2025	03/26/2025		04/04/2025	3,725.59



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	414742591001	Office Supplies Corp Yard	Paid by Check # 106661		03/07/2025	03/26/2025	03/26/2025		04/04/2025	80.33
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	13		\$12,054.11
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	21		\$22,934.11
Division 000 - Non-Div Totals							Invoice Transactions	21		\$22,934.11
Department 420 - Engineering Totals							Invoice Transactions	21		\$22,934.11
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	414478272001	Office Supplies Building	Paid by Check # 106661		03/12/2025	03/26/2025	03/26/2025		04/04/2025	30.19
10734 - Office Depot-Public Works Dept.	414579185001	Annex Supplies	Paid by Check # 106661		03/05/2025	03/26/2025	03/26/2025		04/04/2025	168.56
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	2		\$198.75
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$198.75
Division 000 - Non-Div Totals							Invoice Transactions	2		\$198.75
Department 430 - Building Inspection Totals							Invoice Transactions	2		\$198.75
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6380.150 - Utilities Comm Phone System										
10603 - Verizon Wireless	6108750141	542484588-00001	Paid by EFT # 5983		03/17/2025	04/01/2025	04/01/2025		04/04/2025	1,830.86
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	1		\$1,830.86
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog										
12219 - Kevin L Proctor / Hear & Now Monterey	1896	4th of July - sound	Paid by Check # 106653		03/19/2025	04/01/2025	04/01/2025		04/04/2025	3,000.00
Account 6400.651 - Material & Suppl Recr Donation - Spec Recr Prog Totals							Invoice Transactions	1		\$3,000.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$4,830.86
Division 100 - Admin Totals							Invoice Transactions	2		\$4,830.86
Department 510 - Recreation & Culture Totals							Invoice Transactions	2		\$4,830.86
Fund 100 - General Fund Totals							Invoice Transactions	128		\$222,660.63



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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	72418	Equipment Rent	Paid by Check # 106672		03/14/2025	03/24/2025	03/24/2025		04/04/2025	55.00
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions 1			\$55.00
Account 6360.780 - Maint & Repairs Traffic Signals										
11248 - Bear Electrical Solutions, Inc.	25963	Traffic Signal Maintenance Services Response	Paid by Check # 106633		02/28/2025	03/27/2025	03/27/2025		04/04/2025	704.00
10159 - Consolidated Electrical Distributors, Inc	4914-1056238	75W Driver	Paid by Check # 106643		03/26/2025	03/26/2025	03/26/2025		04/04/2025	427.44
10159 - Consolidated Electrical Distributors, Inc	4914-1055708	75W Driver	Paid by Check # 106643		03/24/2025	03/27/2025	03/27/2025		04/04/2025	838.49
Account 6360.780 - Maint & Repairs Traffic Signals Totals							Invoice Transactions 3			\$1,969.93
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Mar 2025 483-6	PG&E - 3982644483-6	Paid by Check # 106662		03/20/2025	04/02/2025	04/02/2025		04/04/2025	17,323.24
10463 - Pacific Gas & Electric	Mar 2025 329-1	430 Marina Heights Dr Unit A (2391581329-1)	Paid by Check # 106662		03/14/2025	03/26/2025	03/26/2025		04/04/2025	50.36
10463 - Pacific Gas & Electric	Mar 2025 080-9	5th Ave Building 1A- 136 (3479881080-9)	Paid by Check # 106662		03/10/2025	03/27/2025	03/27/2025		04/04/2025	26.28
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions 3			\$17,399.88
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Mar 2025 56-087	Crescent Ave/Coast Del Mar Irrigation	Paid by Check # 106656		03/06/2025	03/17/2025	03/17/2025		04/04/2025	42.29
10349 - Marina Coast Water District	Mar 2025 56-086	Crescent Ave/Coast Del Mar Irrigation	Paid by Check # 106656		03/06/2025	03/17/2025	03/17/2025		04/04/2025	42.29
10349 - Marina Coast Water District	Mar 2025 56-085	Crescent/Whitney Irrigation	Paid by Check # 106656		03/06/2025	03/17/2025	03/17/2025		04/04/2025	42.29
10349 - Marina Coast Water District	Mar 2025 56-084	Crescent/Schuler/Irriga tion	Paid by Check # 106656		03/06/2025	03/17/2025	03/17/2025		04/04/2025	217.29
10349 - Marina Coast Water District	Mar 2025 56-032	Crescent Ave/Costa Del Mar East Side	Paid by Check # 106656		03/06/2025	03/17/2025	03/17/2025		04/04/2025	122.01
10349 - Marina Coast Water District	Mar 2025 56-030	Crescent Ave/Reser Rd/Ramada Inn	Paid by Check # 106656		03/06/2025	03/17/2025	03/17/2025		04/04/2025	65.06
10349 - Marina Coast Water District	Mar 2025 56-008	Reservation & Del Monte	Paid by Check # 106656		03/06/2025	03/17/2025	03/17/2025		04/04/2025	42.29
10349 - Marina Coast Water District	Mar 2025 56-027	Calif Ave at Reindollar	Paid by Check # 106656		03/13/2025	03/26/2025	03/26/2025		04/04/2025	65.06
10349 - Marina Coast Water District	Mar 2025 56-021	Reservation Rd/By 290- 308 Reservation	Paid by Check # 106656		03/13/2025	03/26/2025	03/26/2025		04/04/2025	65.06
10349 - Marina Coast Water District	Mar 2025 56-016	Resev Rd & Seacrest Ave-Next to Fire Hyd	Paid by Check # 106656		03/13/2025	03/27/2025	03/27/2025		04/04/2025	65.06



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Mar 2025 56-024	Del Monte/Palm	Paid by Check # 106656		03/13/2025	03/27/2025	03/27/2025		04/04/2025	190.34
10349 - Marina Coast Water District	Mar 2025 56-022	Reser/Marina Auto Stereo/Irrigation	Paid by Check # 106656		03/13/2025	03/27/2025	03/27/2025		04/04/2025	65.06
Account 6380.500 - Utilities Water & Sewer Totals								Invoice Transactions	12	\$1,024.10
Account 6400.752 - Material & Suppl Street Paint & Legends										
10108 - Capitol Barricade, Inc.	175803	Signs	Paid by Check # 106636		03/27/2025	03/27/2025	03/27/2025		04/04/2025	1,396.06
10108 - Capitol Barricade, Inc.	175804	Civic Center Arrows	Paid by Check # 106636		03/27/2025	03/28/2025	03/28/2025		04/04/2025	856.28
10108 - Capitol Barricade, Inc.	175805	No Truck Parking	Paid by Check # 106636		03/27/2025	03/28/2025	03/28/2025		04/04/2025	1,297.60
Account 6400.752 - Material & Suppl Street Paint & Legends Totals								Invoice Transactions	3	\$3,549.94
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	22	\$23,998.85
Division 000 - Non-Div Totals								Invoice Transactions	22	\$23,998.85
Department 000 - Non-Dept Totals								Invoice Transactions	22	\$23,998.85
Fund 220 - Gas Tax Totals								Invoice Transactions	22	\$23,998.85



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 223 - FORA Dissolution										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11884 - National Construction Rentals, Inc.	7745046	2nd Ave & 8th Street Fencing	Paid by Check # 106660		02/26/2025	03/26/2025	03/26/2025		04/04/2025	363.12
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			\$363.12
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$363.12
Division 000 - Non-Div Totals							Invoice Transactions 1			\$363.12
Department 000 - Non-Dept Totals							Invoice Transactions 1			\$363.12
Fund 223 - FORA Dissolution Totals							Invoice Transactions 1			\$363.12



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	60396	Seabreeze	Paid by EFT # 5973		03/12/2025	03/27/2025	03/27/2025		04/04/2025	513.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		<u>\$513.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$513.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$513.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$513.00</u>
Fund 232 - Seabreeze AD Totals							Invoice Transactions	1		<u>\$513.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	60397	Cypress Cove II	Paid by EFT # 5973		03/12/2025	03/27/2025	03/27/2025		04/04/2025	228.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		\$228.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$228.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$228.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$228.00
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions	1		\$228.00



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 252 - CFD - Dunes No. 2015-1										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	60398	Locke Paddon Park CFD	Paid by EFT # 5973		03/12/2025	03/28/2025	03/28/2025		04/04/2025	342.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		<u>\$342.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$342.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$342.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$342.00</u>
Fund 252 - CFD - Dunes No. 2015-1 Totals							Invoice Transactions	1		<u>\$342.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 422 - Capital Projects - Measure X										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11847 - BKF Engineers	24121202	Marina on-call Design Services Slurry Seal Street	Paid by EFT # 5970		12/16/2024	03/27/2025	03/27/2025		04/04/2025	2,159.50
10171 - CSG Consultants	60399	Annual Street Resurfacing	Paid by EFT # 5973		03/12/2025	03/28/2025	03/28/2025		04/04/2025	5,187.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$7,346.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$7,346.50
Division 000 - Non-Div Totals							Invoice Transactions	2		\$7,346.50
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$7,346.50
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	2		\$7,346.50



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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										
12014 - Pueblo Construction, Inc.	240101-9	JOC Hockey Roof Leaks	Paid by Check # 106663		01/28/2025	03/27/2025	03/27/2025		04/04/2025	15,061.52
11762 - Raimi + Associates, Inc	25-6833	Marina GPU	Paid by EFT # 5978		03/18/2025	03/31/2025	03/31/2025		04/04/2025	22,738.96
10171 - CSG Consultants	60400	PFIF Update	Paid by EFT # 5973		03/12/2025	03/28/2025	03/28/2025		04/04/2025	684.00
10171 - CSG Consultants	60401	Imjin Widening	Paid by EFT # 5973		03/12/2025	03/28/2025	03/28/2025		04/04/2025	5,928.00
10515 - Rincon Consultants, Inc.	64378	Marina Housing Element Update	Paid by EFT # 5980		03/25/2025	03/27/2025	03/27/2025		04/04/2025	6,621.25
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	5		<u>\$51,033.73</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		<u>\$51,033.73</u>
Division 000 - Non-Div Totals							Invoice Transactions	5		<u>\$51,033.73</u>
Department 000 - Non-Dept Totals							Invoice Transactions	5		<u>\$51,033.73</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	5		<u>\$51,033.73</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

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 6360.280 - Maint & Repairs Habitat Management Svc										
10250 - Gavilan Pest Control	0164703	Bldg 520 Squirrels	Paid by Check # 106649		09/23/2024	03/26/2025	03/26/2025		04/04/2025	1,150.00
10250 - Gavilan Pest Control	0162769	Bldg 520	Paid by Check # 106649		06/07/2024	03/26/2025	03/26/2025		04/04/2025	75.00
10250 - Gavilan Pest Control	0164047	Bldg 520	Paid by Check # 106649		08/05/2024	03/26/2025	03/26/2025		04/04/2025	75.00
10250 - Gavilan Pest Control	0164702	Bldg 520 Rodents	Paid by Check # 106649		09/12/2024	03/26/2025	03/26/2025		04/04/2025	75.00
10250 - Gavilan Pest Control	0166016	Bldg 520 Rodents	Paid by Check # 106649		11/07/2024	03/26/2025	03/26/2025		04/04/2025	75.00
10250 - Gavilan Pest Control	0166682	Bldg 520	Paid by Check # 106649		12/17/2024	03/26/2025	03/26/2025		04/04/2025	1,150.00
10250 - Gavilan Pest Control	0167982	Bldg 520 Squirrels	Paid by Check # 106649		02/24/2025	03/26/2025	03/26/2025		04/04/2025	1,150.00
10250 - Gavilan Pest Control	0167320	Bldg 520 Squirrels	Paid by Check # 106649		01/22/2025	03/26/2025	03/26/2025		04/04/2025	1,150.00
Account 6360.280 - Maint & Repairs Habitat Management Svc Totals							Invoice Transactions 8			<u>\$4,900.00</u>
Account 6360.450 - Maint & Repairs Maint & Repairs										
10728 - Ace Hardware-Public Works	091019	Fasteners/zipties for windsock	Paid by Check # 106631		03/27/2025	03/27/2025	03/27/2025		04/04/2025	13.16
Account 6360.450 - Maint & Repairs Maint & Repairs Totals							Invoice Transactions 1			<u>\$13.16</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 9			<u>\$4,913.16</u>
Division 000 - Non-Div Totals							Invoice Transactions 9			<u>\$4,913.16</u>
Department 000 - Non-Dept Totals							Invoice Transactions 9			<u>\$4,913.16</u>
Fund 555 - Marina Airport Totals							Invoice Transactions 9			<u>\$4,913.16</u>
Grand Totals							Invoice Transactions 170			<u>\$311,398.99</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 6370.170 - Shared Svc Election										
10162 - Monterey County Elections Department	241119	November 5, 2024 Election Costs	Paid by Check # 106714		04/04/2025	04/04/2025	04/04/2025		04/11/2025	52,837.80
Account 6370.170 - Shared Svc Election Totals							Invoice Transactions 1			<u>\$52,837.80</u>
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268743	City Fuel	Paid by Check # 106715		03/17/2025	03/27/2025	03/27/2025		04/11/2025	160.67
10416 - Monterey County Petroleum-Sturdy Oil Co.	37428A-IN	City Fuel	Paid by Check # 106715		06/18/2024	04/03/2025	04/03/2025		04/11/2025	126.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 2			<u>\$286.67</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 3			<u>\$53,124.47</u>
Division 000 - Non-Div Totals							Invoice Transactions 3			<u>\$53,124.47</u>
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions 3			<u>\$53,124.47</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	290661	Human Resources and Risk - February 2025	Paid by EFT # 6017		03/27/2025	03/28/2025	03/28/2025		04/11/2025	1,149.20
11964 - Shute Mihaly & Weinberger LLP	290662	Finance - February 2025	Paid by EFT # 6017		03/27/2025	03/28/2025	03/28/2025		04/11/2025	507.00
11964 - Shute Mihaly & Weinberger LLP	290664	Parks - February 2025	Paid by EFT # 6017		03/27/2025	03/28/2025	03/28/2025		04/11/2025	473.20
11964 - Shute Mihaly & Weinberger LLP	290665	Police Department - February 2025	Paid by EFT # 6017		03/27/2025	03/28/2025	03/28/2025		04/11/2025	473.20
11964 - Shute Mihaly & Weinberger LLP	290666	Public Works - February 2025	Paid by EFT # 6017		03/27/2025	03/28/2025	03/28/2025		04/11/2025	5,915.00
11964 - Shute Mihaly & Weinberger LLP	290657	City Attorney Services - February 2025	Paid by EFT # 6017		03/27/2025	03/28/2025	03/28/2025		04/11/2025	29,041.80
11964 - Shute Mihaly & Weinberger LLP	290659	Code Enforcement - February 2025	Paid by EFT # 6017		03/27/2025	03/28/2025	03/28/2025		04/11/2025	26,101.02
11964 - Shute Mihaly & Weinberger LLP	290660	City Manager - February 2025	Paid by EFT # 6017		03/27/2025	03/28/2025	03/28/2025		04/11/2025	5,500.77
11964 - Shute Mihaly & Weinberger LLP	290663	Planning Commission/Development - February 2025	Paid by EFT # 6017		03/27/2025	03/28/2025	03/28/2025		04/11/2025	19,269.36



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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										
11964 - Shute Mihaly & Weinberger LLP	290667	Defend City in Handcar Lawsuit - February 2025	Paid by EFT # 6017		03/27/2025	03/28/2025	03/28/2025		04/11/2025	32,647.44
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	10		\$121,077.99
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	10		\$121,077.99
Division 000 - Non-Div Totals							Invoice Transactions	10		\$121,077.99
Department 150 - City Attorney Totals							Invoice Transactions	10		\$121,077.99
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11835 - Environmental Innovations, Inc.	3004	SB1383 Compliance and Outreach	Paid by Check # 106701		04/03/2025	04/04/2025	04/04/2025		04/11/2025	1,910.00
12208 - RAYA AUTOMOTIVE	2134	2022 Dodge Durango	Paid by Check # 106724		03/18/2025	04/03/2025	04/03/2025		04/11/2025	1,160.00
12208 - RAYA AUTOMOTIVE	2143	PD 2020 Dodge Durango	Paid by Check # 106724		03/20/2025	04/03/2025	04/03/2025		04/11/2025	370.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	3		\$3,440.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	March 2025 313 -6	PG&E 6793435313-6	Paid by Check # 106721		03/26/2025	04/07/2025	04/07/2025		04/11/2025	9,018.36
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$9,018.36
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$12,458.36
Division 000 - Non-Div Totals							Invoice Transactions	4		\$12,458.36
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	4		\$12,458.36
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11198 - Core Psychological Corporation	8175	Sievers Psychological Eval 3/17/25	Paid by Check # 106695		03/31/2025	04/07/2025	04/07/2025		04/11/2025	500.00
11764 - Kurt Ashley / Secure Solutions	001526	Background - Morozova	Paid by Check # 106708		01/13/2025	04/07/2025	04/07/2025		04/11/2025	1,540.00



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 6300.570 - Prof Svc Other										
10334 - Lexis Nexis Risk Solutions	1100118338	March 2025 Minimum Commitment	Paid by Check # 106709		03/31/2025	04/07/2025	04/07/2025		04/11/2025	150.00
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 3
										\$2,190.00
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades										
10897 - TechRx Technology Services	2111	Equipment / Upgrade server	Paid by EFT # 6019		04/04/2025	04/07/2025	04/07/2025		04/11/2025	5,446.83
10897 - TechRx Technology Services	12777	Maintenance Set up & Repairs - Shana's project	Paid by EFT # 6019		03/31/2025	04/07/2025	04/07/2025		04/11/2025	3,705.00
10623 - Xerox Financial Services	40330704	Printer Paper Tray 550 sheet non-serialized	Paid by Check # 106735		03/21/2025	04/01/2025	04/01/2025		04/11/2025	2.04
10623 - Xerox Financial Services	40330355	Svc Payment 3/10 - 4/09/25	Paid by Check # 106735		03/21/2025	04/01/2025	04/01/2025		04/11/2025	2,586.34
Account 6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades Totals										Invoice Transactions 4
										\$11,740.21
Account 6360.680 - Maint & Repairs Radio Equip										
10331 - LEHR Upfitters OpCo, LLC / LEHR / Lehr Auto	SI117057	Seat Belt Retractor / Labor on Fleet	Paid by EFT # 6012		03/31/2025	04/01/2025	04/01/2025		04/11/2025	280.00
Account 6360.680 - Maint & Repairs Radio Equip Totals										Invoice Transactions 1
										\$280.00
Account 6380.150 - Utilities Comm Phone System										
10374 - Maynard Group Inc.	IN2055151	Utilities - Phones / Acct #AC3746	Paid by EFT # 6013		04/01/2025	04/01/2025	04/01/2025		04/11/2025	672.31
10498 - Quill Corporation	43496608	Office Supplies	Paid by Check # 106722		03/28/2025	04/07/2025	04/07/2025		04/11/2025	66.40
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 2
										\$738.71
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268743	City Fuel	Paid by Check # 106715		03/17/2025	03/27/2025	03/27/2025		04/11/2025	6,105.34
10416 - Monterey County Petroleum-Sturdy Oil Co.	37428A-IN	City Fuel	Paid by Check # 106715		06/18/2024	04/03/2025	04/03/2025		04/11/2025	4,787.93
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 2
										\$10,893.27
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	43396089	Office Supplies	Paid by Check # 106722		03/21/2025	04/01/2025	04/01/2025		04/11/2025	86.56
10498 - Quill Corporation	43400087	Office Supplies	Paid by Check # 106722		03/24/2025	04/01/2025	04/01/2025		04/11/2025	114.16
Account 6400.565 - Material & Suppl Office Supplies Totals										Invoice Transactions 2
										\$200.72



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	8-812-62005	Acct # 3995-9218-6	Paid by Check # 106703		03/28/2025	04/01/2025	04/01/2025		04/11/2025	45.57
Account 6400.635 - Material & Suppl Postage Shipping Totals										Invoice Transactions 1
										<u>\$45.57</u>
Account 6400.720 - Material & Suppl Safety Equip										
10226 - Enterprise Holdings, Inc. / EAN Services, LLC	38549405	Training - San Diego, CA - Nava's Record Clerk Course	Paid by Check # 106700		03/31/2025	04/01/2025	04/01/2025		04/11/2025	273.64
10331 - LEHR Upfitters OpCo, LLC / LEHR / Lehr Auto	SI117057	Seat Belt Retractor / Labor on Fleet	Paid by EFT # 6012		03/31/2025	04/01/2025	04/01/2025		04/11/2025	185.71
Account 6400.720 - Material & Suppl Safety Equip Totals										Invoice Transactions 2
										<u>\$459.35</u>
Account 6500.620 - Training & Travel POST										
11408 - Christopher Johnson - Employee	4-23-25	Per Diem C. Johnson - SLI Session 7	Paid by EFT # 6006		04/08/2025	04/08/2025	04/08/2025		04/11/2025	174.00
12222 - Ekaterina Morozova - Employee	4-09-25	Per Diem Morozova - Frontline Training 4/09/25	Paid by Check # 106699		04/02/2025	04/02/2025	04/02/2025		04/11/2025	10.00
11768 - Ivan Santana - Employee	4-21-25	Per Diem I. Santana - ICI Financial Crime Course	Paid by EFT # 6010		04/08/2025	04/08/2025	04/08/2025		04/11/2025	90.00
12210 - Jasmine Flores - Employee	4-21-25	Per Diem J. Flores - Interview and Interrogation course	Paid by Check # 106738		04/08/2025	04/08/2025	04/08/2025		04/11/2025	50.00
11950 - Randy Hopkins - Employee	4-27-25	Per Diem Hopkins - MCLEA Chiefs Conference	Paid by Check # 106723		04/08/2025	04/08/2025	04/08/2025		04/11/2025	174.00
10646 - Richard Cox - Employee	4-18-25	Per Diem R. Cox - Strategic Disengagement Workshop	Paid by EFT # 6015		04/01/2025	04/01/2025	04/01/2025		04/11/2025	18.00
10646 - Richard Cox - Employee	4-27-25	Per Diem Cox - MCLEA Chiefs Conference	Paid by EFT # 6015		04/08/2025	04/08/2025	04/08/2025		04/11/2025	174.00
10692 - Steven Russo - Employee	4-18-25	Per Diem S. Russo - Strategic Disengagement Workshop	Paid by EFT # 6018		04/01/2025	04/01/2025	04/01/2025		04/11/2025	18.00
10692 - Steven Russo - Employee	4-27-25	Per Diem Russo - MCLEA Chiefs Conference	Paid by EFT # 6018		04/08/2025	04/08/2025	04/08/2025		04/11/2025	174.00
Account 6500.620 - Training & Travel POST Totals										Invoice Transactions 9
										<u>\$882.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 6600.625 - Other Charges Printing Svc										
12091 - MP EXPRESS, INC.	76847	Miranda Rights Cards	Paid by Check # 106717		03/31/2025	04/01/2025	04/01/2025		04/11/2025	376.15
12091 - MP EXPRESS, INC.	76719	Property Release Post Card	Paid by Check # 106717		02/05/2025	04/07/2025	04/07/2025		04/11/2025	190.50
12091 - MP EXPRESS, INC.	77302	Emergency Protective Order forms	Paid by Check # 106717		04/09/2025	04/09/2025	04/09/2025		04/11/2025	408.50
Account 6600.625 - Other Charges Printing Svc Totals							Invoice Transactions		3	<u>\$975.15</u>
Account 6600.780 - Other Charges Transcription Svc										
10544 - SpeakWrite	c4949874	Transcription Service; Online Reporting	Paid by Check # 106729		04/01/2025	04/01/2025	04/01/2025		04/11/2025	1,082.51
Account 6600.780 - Other Charges Transcription Svc Totals							Invoice Transactions		1	<u>\$1,082.51</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		30	<u>\$29,487.49</u>
Division 000 - Non-Div Totals							Invoice Transactions		30	<u>\$29,487.49</u>
Department 210 - Police Totals							Invoice Transactions		30	<u>\$29,487.49</u>
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	125134	Plan Review and Inspection for 451 Weldon Way	Paid by Check # 106693		04/08/2025	04/08/2025	04/08/2025		04/11/2025	230.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		1	<u>\$230.00</u>
Account 6360.341 - Maint & Repairs IT - Computer Maint & Upgrade										
12202 - Staples, Inc./Staples Contract & Commercial LLC db	6027364553	Toner for Chief McCoun	Paid by Check # 106730		03/24/2025	04/07/2025	04/07/2025		04/11/2025	85.03
Account 6360.341 - Maint & Repairs IT - Computer Maint & Upgrade Totals							Invoice Transactions		1	<u>\$85.03</u>
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268743	City Fuel	Paid by Check # 106715		03/17/2025	03/27/2025	03/27/2025		04/11/2025	2,296.10
10416 - Monterey County Petroleum-Sturdy Oil Co.	37428A-IN	City Fuel	Paid by Check # 106715		06/18/2024	04/03/2025	04/03/2025		04/11/2025	377.98
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		2	<u>\$2,674.08</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	091109	Cust #204 - Supplies for Fire Engine	Paid by Check # 106684		04/06/2025	04/07/2025	04/07/2025		04/11/2025	41.47
10993 - Daily Dispatch	0865	Daily Dispatch Employment Ad	Paid by Check # 106696		04/03/2025	04/07/2025	04/07/2025		04/11/2025	575.00
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions		2	<u>\$616.47</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 6400.795 - Material & Suppl Turnout Equip-Structure Fires										
10323 - L.N. Curtis & Sons	INV933901	Firefighter Jacket - Bernardo	Paid by EFT # 6011		04/03/2025	04/04/2025	04/04/2025		04/11/2025	158.81
10323 - L.N. Curtis & Sons	INV934381	Long Sleeve Shirt and Emblem - Horton	Paid by EFT # 6011		04/07/2025	04/08/2025	04/08/2025		04/11/2025	159.88
Account 6400.795 - Material & Suppl Turnout Equip-Structure Fires Totals								Invoice Transactions	2	\$318.69
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires										
10780 - Allstar Fire Equipment Inc.	263277	Hydrant Flow Test Kit	Paid by EFT # 6003		03/31/2025	04/07/2025	04/07/2025		04/11/2025	1,747.72
Account 6400.796 - Material & Suppl Turnout Equip-Wildland Fires Totals								Invoice Transactions	1	\$1,747.72
Account 6700.130 - Capital Outlay Vehicles										
10323 - L.N. Curtis & Sons	INV933133	New Truck Hose	Paid by EFT # 6011		03/31/2025	04/03/2025	04/03/2025		04/11/2025	8,116.98
Account 6700.130 - Capital Outlay Vehicles Totals								Invoice Transactions	1	\$8,116.98
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	10	\$13,788.97
Division 000 - Non-Div Totals								Invoice Transactions	10	\$13,788.97
Department 250 - Fire Totals								Invoice Transactions	10	\$13,788.97
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10005 - A-1 Sweeping Service	March 2025	Marina Streets	Paid by Check # 106683		03/31/2025	04/04/2025	04/04/2025		04/11/2025	7,535.00
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions	1	\$7,535.00
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10728 - Ace Hardware-Public Works	091016	Scaper Blade	Paid by Check # 106685		03/27/2025	03/31/2025	03/31/2025		04/11/2025	15.27
10728 - Ace Hardware-Public Works	090901	Rental Property	Paid by Check # 106685		03/12/2025	03/31/2025	03/31/2025		04/11/2025	54.38
10728 - Ace Hardware-Public Works	090893	Rental Property	Paid by Check # 106685		03/12/2025	03/31/2025	03/31/2025		04/11/2025	14.19
10728 - Ace Hardware-Public Works	090878	Community Center Windows	Paid by Check # 106685		03/10/2025	03/31/2025	03/31/2025		04/11/2025	13.09
10728 - Ace Hardware-Public Works	090930	Rental Property	Paid by Check # 106685		03/18/2025	03/31/2025	03/31/2025		04/11/2025	42.52
10728 - Ace Hardware-Public Works	090942	Rental Property	Paid by Check # 106685		03/19/2025	03/31/2025	03/31/2025		04/11/2025	13.19
10728 - Ace Hardware-Public Works	090979	Rental Property	Paid by Check # 106685		03/24/2025	03/31/2025	03/31/2025		04/11/2025	28.38
10728 - Ace Hardware-Public Works	090993	Rental Property	Paid by Check # 106685		03/25/2025	03/31/2025	03/31/2025		04/11/2025	132.64



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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										
10728 - Ace Hardware-Public Works	090996	Annex	Paid by Check # 106685		03/25/2025	03/31/2025	03/31/2025		04/11/2025	38.20
10728 - Ace Hardware-Public Works	090992	Annex	Paid by Check # 106685		03/25/2025	04/01/2025	04/01/2025		04/11/2025	38.06
10728 - Ace Hardware-Public Works	090761	Vince DiMaggio building	Paid by Check # 106685		02/24/2025	04/01/2025	04/01/2025		04/11/2025	77.51
10728 - Ace Hardware-Public Works	091012	Community Center	Paid by Check # 106685		03/26/2025	04/01/2025	04/01/2025		04/11/2025	41.45
10728 - Ace Hardware-Public Works	091011	Old Yard	Paid by Check # 106685		03/26/2025	04/01/2025	04/01/2025		04/11/2025	8.72
10728 - Ace Hardware-Public Works	090990	Old Yard/Annex	Paid by Check # 106685		03/25/2025	04/01/2025	04/01/2025		04/11/2025	46.92
10728 - Ace Hardware-Public Works	091031	Community Center	Paid by Check # 106685		03/28/2025	04/01/2025	04/01/2025		04/11/2025	16.38
10728 - Ace Hardware-Public Works	091039	Community Center	Paid by Check # 106685		03/31/2025	04/08/2025	04/08/2025		04/11/2025	115.73
10728 - Ace Hardware-Public Works	091038	VD Park	Paid by Check # 106685		03/31/2025	04/08/2025	04/08/2025		04/11/2025	5.45
10728 - Ace Hardware-Public Works	091098	Community Center	Paid by Check # 106685		04/04/2025	04/08/2025	04/08/2025		04/11/2025	28.35
10034 - American Supply Co.	0190983	City Supplies	Paid by Check # 106686		03/04/2025	04/04/2025	04/04/2025		04/11/2025	3,119.63
10230 - Ewing	25348955	Windy Hill/Vince DiMaggio	Paid by Check # 106702		03/28/2025	03/31/2025	03/31/2025		04/11/2025	2,913.39
10250 - Gavilan Pest Control	0168897	3126 Shoemaker at Pond	Paid by Check # 106705		03/25/2025	03/31/2025	03/31/2025		04/11/2025	80.00
10250 - Gavilan Pest Control	0168964	Preston Park	Paid by Check # 106705		03/21/2025	04/03/2025	04/03/2025		04/11/2025	180.00
10250 - Gavilan Pest Control	0168963	Preston Park	Paid by Check # 106705		03/31/2025	04/03/2025	04/03/2025		04/11/2025	180.00
10275 - Home Depot Credit Service	03-13-25	PW Home Depot (6035 3225 0395 9813)	Paid by Check # 106706		04/04/2025	04/04/2025	04/04/2025		04/11/2025	1,569.66
10035 - Ruth Maria Milla-Leon/Andersen's Lock & Safe, Inc.	46285	Copies of keys	Paid by EFT # 6016		03/31/2025	03/31/2025	03/31/2025		04/11/2025	22.94
10538 - Sherwin-Williams	0269-2	Rental Property	Paid by Check # 106728		03/12/2025	04/01/2025	04/01/2025		04/11/2025	599.71
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals									Invoice Transactions 26	\$9,395.76
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10728 - Ace Hardware-Public Works	090926	Public Safety	Paid by Check # 106685		03/14/2025	03/31/2025	03/31/2025		04/11/2025	15.27
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals									Invoice Transactions 1	\$15.27



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 6360.075 - Maint & Repairs Bdg Teen Center										
10728 - Ace Hardware-Public Works	090931	Teen Center	Paid by Check # 106685		03/18/2025	03/31/2025	03/31/2025		04/11/2025	19.64
Account 6360.075 - Maint & Repairs Bdg Teen Center Totals									Invoice Transactions 1	\$19.64
Account 6360.440 - Maint & Repairs Landscape General										
10427 - Monterey Regional Waste Management District	4280114	Reservation Cleanup	Paid by Check # 106716		03/19/2025	04/04/2025	04/04/2025		04/11/2025	27.26
10427 - Monterey Regional Waste Management District	4280830	Reservation Cleanup	Paid by Check # 106716		03/20/2025	04/04/2025	04/04/2025		04/11/2025	28.67
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 2	\$55.93
Account 6360.690 - Maint & Repairs Supplies										
10505 - RDO Equipment Co.	W7192838	PW Backhoe	Paid by Check # 106725		03/31/2025	03/31/2025	03/31/2025		04/11/2025	6,254.70
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 1	\$6,254.70
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Mar 2025 56-006	188 Seaside Circle	Paid by Check # 106711		03/20/2025	04/08/2025	04/08/2025		04/11/2025	213.54
10349 - Marina Coast Water District	Mar 2025 56-042	3040 Lake Dr	Paid by Check # 106711		03/20/2025	04/08/2025	04/08/2025		04/11/2025	218.18
10349 - Marina Coast Water District	Mar 2025 56-045	3100 Preston Dr	Paid by Check # 106711		03/20/2025	04/08/2025	04/08/2025		04/11/2025	2,953.34
10349 - Marina Coast Water District	Mar 2025 56-046	3100 Preston Dr	Paid by Check # 106711		03/20/2025	04/08/2025	04/08/2025		04/11/2025	198.82
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 4	\$3,583.88
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268743	City Fuel	Paid by Check # 106715		03/17/2025	03/27/2025	03/27/2025		04/11/2025	240.99
10416 - Monterey County Petroleum-Sturdy Oil Co.	37428A-IN	City Fuel	Paid by Check # 106715		06/18/2024	04/03/2025	04/03/2025		04/11/2025	189.00
10560 - Suburban Propane	1602-616222	Propane	Paid by Check # 106732		03/21/2025	04/01/2025	04/01/2025		04/11/2025	522.56
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 3	\$952.55
Account 6400.737 - Material & Suppl Tools & Equip										
10275 - Home Depot Credit Service	03-13-25	PW Home Depot (6035 3225 0395 9813)	Paid by Check # 106706		04/04/2025	04/04/2025	04/04/2025		04/11/2025	241.86
Account 6400.737 - Material & Suppl Tools & Equip Totals									Invoice Transactions 1	\$241.86
Account 6400.800 - Material & Suppl Uniform										
12036 - Michael Mahaney - refund only	03-15-25	Work Boots Reimbursement	Paid by Check # 106712		03/15/2025	03/31/2025	03/31/2025		04/11/2025	225.00



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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										
11992 - Sam Corona - refunds only	03-31-25	Work Boots	Paid by Check		03/31/2025	04/03/2025	04/03/2025		04/11/2025	215.05
		Reimbursement	# 106727							
10043 - VESTIS GROUP, INC./f/k/a	5110665737	PW Uniforms	Paid by Check		03/28/2025	03/31/2025	03/31/2025		04/11/2025	223.41
ARAMARK UNIFORM & C			# 106734							
10043 - VESTIS GROUP, INC./f/k/a	5110665738	PW Shop Supplies	Paid by Check		03/28/2025	03/31/2025	03/31/2025		04/11/2025	73.51
ARAMARK UNIFORM & C			# 106734							
10043 - VESTIS GROUP, INC./f/k/a	5110670480	PW Uniforms	Paid by Check		04/04/2025	04/04/2025	04/04/2025		04/11/2025	343.50
ARAMARK UNIFORM & C			# 106734							
10043 - VESTIS GROUP, INC./f/k/a	5110670481	PW Corp Yard Supplies	Paid by Check		04/04/2025	04/04/2025	04/04/2025		04/11/2025	73.51
ARAMARK UNIFORM & C			# 106734							
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions	6		\$1,153.98
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	46		\$29,208.57
Division 311 - Buildings & Grounds Totals							Invoice Transactions	46		\$29,208.57
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10403 - NAPA Auto Parts - former Monterey	121894	Oil	Paid by Check		04/01/2025	04/08/2025	04/08/2025		04/11/2025	100.07
Auto Supply			# 106718							
12208 - RAYA AUTOMOTIVE	2134	2022 Dodge Durango	Paid by Check		03/18/2025	04/03/2025	04/03/2025		04/11/2025	2,733.05
			# 106724							
12208 - RAYA AUTOMOTIVE	2143	PD 2020 Dodge	Paid by Check		03/20/2025	04/03/2025	04/03/2025		04/11/2025	331.85
		Durango	# 106724							
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	3		\$3,164.97
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$3,164.97
Division 313 - Vehicle Maint Totals							Invoice Transactions	3		\$3,164.97
Department 310 - Public Works Totals							Invoice Transactions	49		\$32,373.54
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.100 - Fee Agr Costs - Planning										
12199 - BEK COLLECTIVE INC / BEK	030-005-004	Dunes Roundabout	Paid by Check		03/05/2025	03/06/2025	03/06/2025		04/11/2025	3,531.25
COLLECTIVE			# 106689							
10713 - Goodwin Consulting Group	13871	Marina Station CFD	Paid by EFT #		03/26/2025	04/04/2025	04/04/2025		04/11/2025	1,296.25
		Formation	6009							
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions	2		\$4,827.50
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy	268743	City Fuel	Paid by Check		03/17/2025	03/27/2025	03/27/2025		04/11/2025	160.67
Oil Co.			# 106715							



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	37428A-IN	City Fuel	Paid by Check # 106715		06/18/2024	04/03/2025	04/03/2025		04/11/2025	126.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 2			\$286.67
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 4			\$5,114.17
Division 000 - Non-Div Totals							Invoice Transactions 4			\$5,114.17
Department 410 - Planning Totals							Invoice Transactions 4			\$5,114.17
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check										
10171 - CSG Consultants	60420	Sea Haven Inspection Phase 4	Paid by EFT # 6007		03/12/2025	03/31/2025	03/31/2025		04/11/2025	7,695.00
10171 - CSG Consultants	60419	Sea Haven Inspection Phase 3B	Paid by EFT # 6007		03/12/2025	03/31/2025	03/31/2025		04/11/2025	5,643.00
10171 - CSG Consultants	60410	Dunes Phase 2 North Inspections	Paid by EFT # 6007		03/12/2025	03/31/2025	03/31/2025		04/11/2025	1,539.00
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check Totals							Invoice Transactions 3			\$14,877.00
Account 6300.570 - Prof Svc Other										
10505 - RDO Equipment Co.	W7192838	PW Backhoe	Paid by Check # 106725		03/31/2025	03/31/2025	03/31/2025		04/11/2025	6,839.92
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			\$6,839.92
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	60422	Via Del Mar Subdivision (3320 Abdy Way)	Paid by EFT # 6007		03/12/2025	03/31/2025	03/31/2025		04/11/2025	855.00
10171 - CSG Consultants	60421	Seacrest Apartments - 3108 Seacrest Ave	Paid by EFT # 6007		03/12/2025	03/31/2025	03/31/2025		04/11/2025	855.00
10171 - CSG Consultants	60416	L-1 Lightfighter Village (229 Hayes)	Paid by EFT # 6007		03/12/2025	03/31/2025	03/31/2025		04/11/2025	1,311.00
10171 - CSG Consultants	60415	Inspections dunes Phase 3 North Improvements	Paid by EFT # 6007		03/12/2025	03/31/2025	03/31/2025		04/11/2025	5,472.00
10171 - CSG Consultants	60414	Grocery @ Promenade	Paid by EFT # 6007		03/12/2025	03/31/2025	03/31/2025		04/11/2025	684.00
10171 - CSG Consultants	60413	Dunes Promenade (1B) Inspections	Paid by EFT # 6007		03/12/2025	03/31/2025	03/31/2025		04/11/2025	1,710.00



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	60412	Dunes Phase 3 North	Paid by EFT # 6007		03/12/2025	03/31/2025	03/31/2025		04/11/2025	3,273.00
10171 - CSG Consultants	60411	Dunes Phase 2 West Inspections	Paid by EFT # 6007		03/12/2025	03/31/2025	03/31/2025		04/11/2025	5,472.00
10171 - CSG Consultants	60409	Dunes Phase 2 West	Paid by EFT # 6007		03/12/2025	03/31/2025	03/31/2025		04/11/2025	684.00
10316 - Kimley-Horn & Associates, Inc.	31131008	Marina Dev Review	Paid by Check # 106707		02/28/2025	03/31/2025	03/31/2025		04/11/2025	339.95
Account 6330.200 - Fee Agr Costs - Engineering Totals								Invoice Transactions	10	\$20,655.95
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	411433899001	Office Supplies Juan	Paid by Check # 106720		03/18/2025	03/31/2025	03/31/2025		04/11/2025	80.51
Account 6400.565 - Material & Suppl Office Supplies Totals								Invoice Transactions	1	\$80.51
Account 6500.700 - Training & Travel Training & Travel										
11918 - Michaelle Mowery - Employee	03/31/25	Reimbursement for Travel	Paid by Check # 106713		03/31/2025	04/04/2025	04/04/2025		04/11/2025	561.20
Account 6500.700 - Training & Travel Training & Travel Totals								Invoice Transactions	1	\$561.20
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	16	\$43,014.58
Division 000 - Non-Div Totals								Invoice Transactions	16	\$43,014.58
Department 420 - Engineering Totals								Invoice Transactions	16	\$43,014.58
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6108871080	PW Verizon Phones (972476364-00001)	Paid by EFT # 6020		03/18/2025	04/03/2025	04/03/2025		04/11/2025	228.02
Account 6380.120 - Utilities Comm Mobile & Pager Totals								Invoice Transactions	1	\$228.02
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	1	\$228.02
Division 000 - Non-Div Totals								Invoice Transactions	1	\$228.02
Department 430 - Building Inspection Totals								Invoice Transactions	1	\$228.02
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228893	Custodial service March 2025	Paid by EFT # 6005		03/24/2025	04/01/2025	04/01/2025		04/11/2025	906.47
Account 6360.360 - Maint & Repairs Janitorial Totals								Invoice Transactions	1	\$906.47



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268743	City Fuel	Paid by Check # 106715		03/17/2025	03/27/2025	03/27/2025		04/11/2025	401.67
10416 - Monterey County Petroleum-Sturdy Oil Co.	37428A-IN	City Fuel	Paid by Check # 106715		06/18/2024	04/03/2025	04/03/2025		04/11/2025	315.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 2	<u>\$716.67</u>
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
11877 - Andy Brian - Fashion Streaks	37551	t-shirts	Paid by Check # 106687		04/03/2025	04/09/2025	04/09/2025		04/11/2025	2,386.02
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals									Invoice Transactions 1	<u>\$2,386.02</u>
Account 6400.740 - Material & Suppl Special Dept Suppl										
10967 - Monterey Signs, Inc.	26290	Recreation decals	Paid by EFT # 6014		04/03/2025	04/03/2025	04/03/2025		04/11/2025	211.56
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	<u>\$211.56</u>
Account 6600.700 - Other Charges Refunds of Fees/Charges										
12224 - Daniel Killough - refund only	04-05-25 gjtp	fee refund	Paid by Check # 106697		04/05/2025	04/09/2025	04/09/2025		04/11/2025	40.00
Account 6600.700 - Other Charges Refunds of Fees/Charges Totals									Invoice Transactions 1	<u>\$40.00</u>
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 6	<u>\$4,260.72</u>
Division 100 - Admin Totals									Invoice Transactions 6	<u>\$4,260.72</u>
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228893	Custodial service March 2025	Paid by EFT # 6005		03/24/2025	04/01/2025	04/01/2025		04/11/2025	350.00
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	<u>\$350.00</u>
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	<u>\$350.00</u>
Division 511 - Youth Totals									Invoice Transactions 1	<u>\$350.00</u>
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228893	Custodial service March 2025	Paid by EFT # 6005		03/24/2025	04/01/2025	04/01/2025		04/11/2025	474.00
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	<u>\$474.00</u>
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 1	<u>\$474.00</u>
Division 512 - Teen Totals									Invoice Transactions 1	<u>\$474.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 513 - Senior										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	228893	Custodial service March 2025	Paid by EFT # 6005		03/24/2025	04/01/2025	04/01/2025		04/11/2025	329.00
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$329.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$329.00
Division 513 - Senior Totals							Invoice Transactions	1		\$329.00
Department 510 - Recreation & Culture Totals							Invoice Transactions	9		\$5,413.72
Fund 100 - General Fund Totals							Invoice Transactions	136		\$316,081.31



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 110 - Vehicle and Equipment										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.450 - Other Charges Leases & Rents										
11491 - Enterprise FM Trust - Fleet Lease payments only	13242677	Late fee assessed	Paid by Check # 106737		03/31/2025	04/03/2025	04/03/2025		04/11/2025	20.00
Account 6600.450 - Other Charges Leases & Rents Totals							Invoice Transactions	1		\$20.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$20.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$20.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$20.00
Fund 110 - Vehicle and Equipment Totals							Invoice Transactions	1		\$20.00



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 130 - Library Maintenance										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.060 - Maint & Repairs Bdg Library										
10603 - Verizon Wireless	6108871080	PW Verizon Phones (972476364-00001)	Paid by EFT # 6020		03/18/2025	04/03/2025	04/03/2025		04/11/2025	40.01
Account 6360.060 - Maint & Repairs Bdg Library Totals							Invoice Transactions	1		\$40.01
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$40.01
Division 000 - Non-Div Totals							Invoice Transactions	1		\$40.01
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$40.01
Fund 130 - Library Maintenance Totals							Invoice Transactions	1		\$40.01



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 6360.780 - Maint & Repairs Traffic Signals										
10159 - Consolidated Electrical Distributors, Inc	4914-1056562	Fuse Holder	Paid by Check # 106694		04/03/2025	04/04/2025	04/04/2025		04/11/2025	61.45
Account 6360.780 - Maint & Repairs Traffic Signals Totals							Invoice Transactions 1			\$61.45
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6108871080	PW Verizon Phones (972476364-00001)	Paid by EFT # 6020		03/18/2025	04/03/2025	04/03/2025		04/11/2025	1,855.06
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			\$1,855.06
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	March 2025 313-6	PG&E 6793435313-6	Paid by Check # 106721		03/26/2025	04/07/2025	04/07/2025		04/11/2025	1,045.22
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions 1			\$1,045.22
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Mar 2025 56-028	California at Jerry Ct	Paid by Check # 106711		03/20/2025	04/08/2025	04/08/2025		04/11/2025	65.06
10349 - Marina Coast Water District	Mar 2025 56-040	Hilo Ave	Paid by Check # 106711		03/20/2025	04/08/2025	04/08/2025		04/11/2025	42.29
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 2			\$107.35
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268743	City Fuel	Paid by Check # 106715		03/17/2025	03/27/2025	03/27/2025		04/11/2025	1,134.51
10728 - Ace Hardware-Public Works	091078	Streets	Paid by Check # 106685		04/02/2025	04/08/2025	04/08/2025		04/11/2025	4.26
10728 - Ace Hardware-Public Works	090995	Sign Work	Paid by Check # 106685		03/25/2025	04/08/2025	04/08/2025		04/11/2025	49.10
10416 - Monterey County Petroleum-Sturdy Oil Co.	37428A-IN	City Fuel	Paid by Check # 106715		06/18/2024	04/03/2025	04/03/2025		04/11/2025	189.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 4			\$1,376.87
Account 6400.740 - Material & Suppl Special Dept Suppl										
10728 - Ace Hardware-Public Works	090903	Street Signs	Paid by Check # 106685		03/12/2025	03/31/2025	03/31/2025		04/11/2025	2.53
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions 1			\$2.53
Account 6400.780 - Material & Suppl Traffic Signal										
10728 - Ace Hardware-Public Works	090987	9th Streetlights	Paid by Check # 106685		03/24/2025	03/31/2025	03/31/2025		04/11/2025	21.81
Account 6400.780 - Material & Suppl Traffic Signal Totals							Invoice Transactions 1			\$21.81
Account 6400.800 - Material & Suppl Uniform										
10101 - California Department of Transportation	SL250659	Signals & Lighting Billing	Paid by Check # 106692		03/24/2025	04/03/2025	04/03/2025		04/11/2025	894.24
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 1			\$894.24



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
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Fund **220 - Gas Tax**

Department **000 - Non-Dept**

Division **000 - Non-Div**

Sub-Division 00 - Non-Subdiv Totals	Invoice Transactions	12	\$5,364.53
Division 000 - Non-Div Totals	Invoice Transactions	12	\$5,364.53
Department 000 - Non-Dept Totals	Invoice Transactions	12	\$5,364.53
Fund 220 - Gas Tax Totals	Invoice Transactions	12	\$5,364.53



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 223 - FORA Dissolution										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10189 - Denise Duffy & Associates	9682	Blight Removal	Paid by Check # 106698		03/21/2025	03/31/2025	03/31/2025		04/11/2025	7,223.50
11884 - National Construction Rentals, Inc.	7775697	2nd Ave and 8th Street	Paid by Check # 106719		03/26/2025	04/03/2025	04/03/2025		04/11/2025	363.12
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		<u>\$7,586.62</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		<u>\$7,586.62</u>
Division 000 - Non-Div Totals							Invoice Transactions	2		<u>\$7,586.62</u>
Department 000 - Non-Dept Totals							Invoice Transactions	2		<u>\$7,586.62</u>
Fund 223 - FORA Dissolution Totals							Invoice Transactions	2		<u>\$7,586.62</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	March 2025 313 -6	PG&E 6793435313-6	Paid by Check # 106721		03/26/2025	04/07/2025	04/07/2025		04/11/2025	10.05
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$10.05
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$10.05
Division 000 - Non-Div Totals							Invoice Transactions	1		\$10.05
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$10.05
Fund 233 - Monterey Bay Estates AD Totals							Invoice Transactions	1		\$10.05



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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										
10189 - Denise Duffy & Associates	9685	Tree Assessment for Cypress Cove II	Paid by Check # 106698		03/21/2025	03/31/2025	03/31/2025		04/11/2025	9,684.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$9,684.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	March 2025 313 -6	PG&E 6793435313-6	Paid by Check # 106721		03/26/2025	04/07/2025	04/07/2025		04/11/2025	9.53
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	\$9.53
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$9,693.53
Division 000 - Non-Div Totals									Invoice Transactions 2	\$9,693.53
Department 000 - Non-Dept Totals									Invoice Transactions 2	\$9,693.53
Fund 235 - Cypress Cove II AD Totals									Invoice Transactions 2	\$9,693.53



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 252 - CFD - Dunes No. 2015-1										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.700 - Maint & Repairs Roadways										
10005 - A-1 Sweeping Service	3-24-25	The Dunes Street Sweeping	Paid by Check # 106683		03/24/2025	04/04/2025	04/04/2025		04/11/2025	660.00
Account 6360.700 - Maint & Repairs Roadways Totals							Invoice Transactions	1		\$660.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$660.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$660.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$660.00
Fund 252 - CFD - Dunes No. 2015-1 Totals							Invoice Transactions	1		\$660.00



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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										
12067 - Sterling Management / Sterling Property Management	C-125278	306 Reservation Road - HOA Fee - February 2025	Paid by Check # 106731		04/04/2025	04/04/2025	04/04/2025		04/11/2025	419.00
12067 - Sterling Management / Sterling Property Management	C-126693	306 Reservation Road - HOA Fee - March 2025	Paid by Check # 106731		04/04/2025	04/04/2025	04/04/2025		04/11/2025	555.98
12067 - Sterling Management / Sterling Property Management	C-128773	306 Reservation Road - HOA Fee - April 2025	Paid by Check # 106731		04/04/2025	04/04/2025	04/04/2025		04/11/2025	555.98
Account 6600.400 - Other Charges - Fees Totals							Invoice Transactions	3		\$1,530.96
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$1,530.96
Division 000 - Non-Div Totals							Invoice Transactions	3		\$1,530.96
Department 000 - Non-Dept Totals							Invoice Transactions	3		\$1,530.96
Fund 255 - Housing Assistance Fund Totals							Invoice Transactions	3		\$1,530.96



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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										
10189 - Denise Duffy & Associates	9683	Preston Park Upgrade	Paid by Check # 106698		03/21/2025	03/31/2025	03/31/2025		04/11/2025	3,384.00
10189 - Denise Duffy & Associates	9684	Glorya Jean Tate Park	Paid by Check # 106698		03/21/2025	03/31/2025	03/31/2025		04/11/2025	5,720.00
11317 - First American Title Company	14507- 145072465	APN 031-221-007	Paid by Check # 106704		04/02/2025	04/03/2025	04/03/2025		04/11/2025	3,050.00
10275 - Home Depot Credit Service	03-13-25	PW Home Depot (6035 3225 0395 9813)	Paid by Check # 106706		04/04/2025	04/04/2025	04/04/2025		04/11/2025	622.32
10316 - Kimley-Horn & Associates, Inc.	31186386	2021 Dev Impact Fee	Paid by Check # 106707		02/28/2025	03/31/2025	03/31/2025		04/11/2025	6,811.50
10316 - Kimley-Horn & Associates, Inc.	31213883	Marina Speed Surveys	Paid by Check # 106707		02/28/2025	03/31/2025	03/31/2025		04/11/2025	9,898.82
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	6		<u>\$29,486.64</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	6		<u>\$29,486.64</u>
Division 000 - Non-Div Totals							Invoice Transactions	6		<u>\$29,486.64</u>
Department 000 - Non-Dept Totals							Invoice Transactions	6		<u>\$29,486.64</u>
Fund 462 - City Capital Projects Totals							Invoice Transactions	6		<u>\$29,486.64</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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	290658	Airport - February 2025	Paid by EFT # 6017		03/27/2025	03/28/2025	03/28/2025		04/11/2025	777.40
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals									Invoice Transactions 1	\$777.40
Account 6300.570 - Prof Svc Other										
10588 - United Site Services	INV-5225326	781 Neeson Rd (North Tarmac)	Paid by Check # 106733		03/31/2025	04/30/2025	04/04/2025		04/11/2025	424.95
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$424.95
Account 6360.050 - Maint & Repairs Building										
10728 - Ace Hardware-Public Works	091092	Rekey and cable connection for B-5	Paid by Check # 106685		04/03/2025	04/04/2025	03/26/2025		04/11/2025	5.44
10239 - First Alarm	866534	3240 Imjin Rd Bldg 510 Alarm Monitoring	Paid by EFT # 6008		01/15/2025	04/04/2025	04/04/2025		04/11/2025	538.89
10239 - First Alarm	866534-L	Late fee for Inv 866534	Paid by EFT # 6008		03/23/2025	04/04/2025	04/04/2025		04/11/2025	11.96
Account 6360.050 - Maint & Repairs Building Totals									Invoice Transactions 3	\$556.29
Account 6360.360 - Maint & Repairs Janitorial										
10005 - A-1 Sweeping Service	3-12-25	Swept Area C	Paid by Check # 106683		03/12/2025	04/11/2025	03/26/2025		04/11/2025	660.00
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$660.00
Account 6360.450 - Maint & Repairs Maint & Repairs										
10728 - Ace Hardware-Public Works	091058	Airport Maintenance Supplies	Paid by Check # 106685		04/01/2025	04/04/2025	04/01/2025		04/11/2025	57.87
Account 6360.450 - Maint & Repairs Maint & Repairs Totals									Invoice Transactions 1	\$57.87
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6108871080	PW Verizon Phones (972476364-00001)	Paid by EFT # 6020		03/18/2025	04/03/2025	04/03/2025		04/11/2025	30.83
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$30.83
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	00023240662	AWOS-Auto Weather Service (9391023449)	Paid by Check # 106688		03/28/2025	05/05/2025	04/02/2025		04/11/2025	33.62
10758 - AT & T CALNET3	000023240657	Fire Alarms Hangar 524 & 533 (9391023444)	Paid by Check # 106688		03/28/2025	05/05/2025	04/02/2025		04/11/2025	61.75
10758 - AT & T CALNET3	000023240656	Fire Alarms Hangar 524 & 533 (9391023443)	Paid by Check # 106688		03/28/2025	05/05/2025	04/02/2025		04/11/2025	61.75
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 3	\$157.12
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268743	City Fuel	Paid by Check # 106715		03/17/2025	03/27/2025	03/27/2025		04/11/2025	241.00



Accounts Payable by G/L Distribution Report

Payment Date Range 04/11/25 - 04/11/25

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 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	37428A-IN	City Fuel	Paid by Check # 106715		06/18/2024	04/03/2025	04/03/2025		04/11/2025	189.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals										Invoice Transactions 2
										\$430.00
Account 6400.232 - Material & Suppl Fuel - Aviation Jet A										
12099 - Ascent Aviation Group Inc	1100504	Jet A Fuel	Paid by EFT # 6004		03/26/2025	03/28/2025	03/28/2025		04/11/2025	24,311.22
Account 6400.232 - Material & Suppl Fuel - Aviation Jet A Totals										Invoice Transactions 1
										\$24,311.22
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 14
										\$27,405.68
Division 000 - Non-Div Totals										Invoice Transactions 14
										\$27,405.68
Department 000 - Non-Dept Totals										Invoice Transactions 14
										\$27,405.68
Fund 555 - Marina Airport Totals										Invoice Transactions 14
										\$27,405.68
Grand Totals										Invoice Transactions 179
										\$397,879.33



Accounts Payable by G/L Distribution Report

Payment Date Range 04/04/25 - 04/04/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 758 - Successor Agency Oblig Retirement										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6650.015 - ROPS #15- Website Hosting Services										
10143 - Civicplus	329240 SA	Quarterly Website Hosting and Support	Paid by EFT # 119		04/01/2025	04/01/2025	04/01/2025		04/04/2025	456.88
Account 6650.015 - ROPS #15- Website Hosting Services Totals							Invoice Transactions	1		\$456.88
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$456.88
Division 000 - Non-Div Totals							Invoice Transactions	1		\$456.88
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$456.88
Fund 758 - Successor Agency Oblig Retirement Totals							Invoice Transactions	1		\$456.88
Grand Totals							Invoice Transactions	1		\$456.88



DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
April 15, 2025

**ACTION
MINUTES**

Tuesday, April 1, 2025

**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 AND MARINA
GROUNDWATER SUSTAINABILITY 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: Jenny McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS:

- Carol Eng commented on the time factor for the Las Animas and the noise associated with their business. Urges the Council to uphold Marina MMC laws and deny any future lease with Las Animas.
- Marie Weiner discouraging the residents cannot get help with the Las Animas issues. Spoke about zoning requiring a lease. Urges city to tell Las Animas there will be no lease.

4. CLOSED SESSION:

- a. Conference with Legal Counsel, Existing Litigation (§ 54956.9(d)(1)) 4 cases:

- i. *Smith, Jeremiah R. v. City of Marina, et.al*, 5:22-cv-07308-VKD, United States District Court, Northern District of California

- ii. *City of Marina v. Museum of Handcar Technology, et al.*, 24-CV-005126, Monterey Superior Court
- iii. *TAMC v. City of Marina, Museum of Handcar Technology, et al.*, 24-CV-005108, Monterey Superior Court
- iv. *Museum of Handcar Technology v. TAMC and City of Marina*, 5:24CV-08598-EKL, United States District Court, Northern District of California
- b. Conference with Legal Counsel: Anticipated Litigation (Govt. Code § 54956.9(d)(2)), 1 potential case(s). Based on existing facts and circumstances, there is significant exposure to litigation
- c. Real Property Negotiation (Govt. Code Section 54956.8)
 - i. Property: 499 9th Street, Marina, CA APN: 860-004-696-000
Negotiating Party: Las Animas Concrete & Building Supply Inc.
Negotiator(s): City Manager
Terms: Price and Terms

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

City Attorney reported out Closed Session: Council provided direction on the items listed on the closed session agenda. For item 4c that will be coming to open session on April 15th.

- 5. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)
- 6. **SPECIAL PRESENTATIONS:**
 - a. Resilient Monterey County Presentation by Lesley Solano Alonso (McAdams)
 - b. Library Week Proclamation
 - c. Fire Hazard Map Presentation
- 7. **COUNCIL AND STAFF ANNOUNCEMENTS:**
 - Doug McCoun showed the Council a new badge for the Fire Department that will be issued out tomorrow commemorating Marina's 50th Anniversary.
 - Andrea Willer announced April 4th at 4:00pm is the Gloria Jean Tate Park groundbreaking; April 12th is Marina Earth Day at Locke Paddon Park starting at 10:00am-2:00pm; April 14th at 6:30pm. is Design Day for the Inclusive Playground being held at the Rocky Han Community Center; April 19th Springtime Family Fun Egg Hunt and Pancake Breakfast; April 26th at 1:00pm at the Aquatic Sports Center location will be the community engagement kickoff party for the Aquatics and Sports Center project.
 - Randy Hopkins McCoun showed the Council a new badge for the Police Department that will be issued out tomorrow commemorating Marina's 50th Anniversary
 - Councilmember McCarthy attended CivicWell Policy Member Committee and the League of California Cities (LCC) Policy Committee meetings. SB79 would allow transit agencies to build anything on their land. There's a huge impact there to the city marina. I like to see the city take a position on that.
 - Councilmember Biala informed the public that 10 people representing Marina to our sister city in Izanukuni, Japan. Will provide a slide presentation of the visit at a future meeting.
 - Mayor Delgado commented on the lack of graffiti and trash in Tokyo for such a large city.

- Councilmember McAdams thanked Mayor Delgado, Mayor Pro Tem Visscher and Councilmember Biala for taking the time for representing Marina to Japan.
- Mayor Pro Tem Visscher enjoyed the public transportation. Noted that no city funds were used for this trip.
- 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.*
- Tyler French fought to obtain a new conditional use permit with the understanding that we would have three more years to operate and one year to vacate. Noted video footage of trucks running stop signs are not affiliated with Las Animas. Shocked that the council would even consider reneging on the promise of three years and one year to vacate. We've done everything we were asked and now we're asking you to stand by your word.
- LaVisha announced May 3rd is Kite Day at Marina Vista from 11:00-3:00. All is invited to attend. We've teamed up with Marina Youth Arts.
- Fred Nelson appreciated the budget workshop. Commented on the continued Strategic Planning Retreat and the PIO, the city should hire multiple people for this job, get a wider variety of perspectives and skill sets. Commented on Locke Paddon Park safety protection and revitalizing the downtown area.
- Juanitino Lopez, the city agreed last year to extend the Las Animas lease. Expressed concerns and frustration regarding the council's decision to reverse its commitment. Asked about opening a new road from the plant directly to Imjin.
- Jeff D. noted the increased noise is not just from Las Animas. Trucks from the construction zone are a key factor to the noise. Invited staff/council to come sit during the peak traffic hours and just watch. Asked council to reconsider.
- Denise Turley made comments about damage to her vehicle from one of Las Animas's trucks and the lack of professionalism when confronting them with it. Suggested the mediation between the residents and Las Animas. Commented on the Community Input Budget Sessions.
- Brad Imamura thanked the council for holding the community input meetings on the budget. Enjoyed the presentation on Resilient Monterey County. Asked if there would be a summary of the trip to Japan. Comment on the vote to increase council salaries.
- Carol Eng Opposes any future lease with Las Animas. Trucks are breaking the rules of the MMC on noise, running stop signs. The city is required to enforce its own laws.
- Adrian Mora spoke about working/driving for Las Animas. Commented on previous speaker complaint about car damage. Asked the Council to reconsider and give Las Animas more time to figure things out.
- James Lockman spoke about the services Las Animas provides during emergencies when infrastructures go down or concrete is needed to sure up trestles or levees. Hopes we can work together.

Mayor Delgado announced the Consent Agenda would be moved to the end of Other Action.

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: 106436-106630, totaling \$2,929,024.12.
Accounts Payable Successor Agency EFT Number #130, totaling \$2,783.75.
 - b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) March 18, 2025, Regular City Council Meeting
 - (2) March 7-8, 2025, Special City Council Meeting
 - c. CLAIMS AGAINST THE CITY: None
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None
 - f. ADOPTION OF RESOLUTIONS: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Adopting **Resolution No. 2025-18**, accepting the Housing Element Annual Progress Report for calendar year 2024 and authorizing staff to submit the report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development (State HCD); and find that the action is exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378(b).
 - g. APPROVAL OF AGREEMENTS: None
 - h. ACCEPTANCE OF PUBLIC IMPROVEMENTS:
 - (1) Adopt **Resolution No. 2025-19**, accepting the completion of the City of Marina Buildings Blight Removal 2024 Project; and authorizing the filing of a Notice of Completion (NOC) with the Monterey County Recorder's Office.
 - i. MAPS: None
 - j. REPORTS: (RECEIVE AND FILE):
 - (1) Monterey-Salinas Transit March 10, 2025, Board Meeting Highlights.
 - (2) Receive report related to CivicWell Policy Makers Conference.

- (3) Receive County of Monterey Sixth Cycle Housing Element Informational Update.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) Read by Title Only and adopting **Ordinance No. 2025-03**, amending Title 17, Article 6, by adding new Sections 17.59 and 17.69, and amending Sections 17.56, 17.58, 17.60, and 17.70 of the Marina Municipal Code pertaining to the Administration of this Title. Finding this action is exempt from environmental review pursuant to Section 15061(B)(3) of the CEQA Guidelines.

m. APPROVE APPOINTMENTS: None

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

DELGADO/VISSCHER TO APPROVE AGENDA ITEM 10L(1). 5-0-0-0 Motion Passes by Roll Call Vote

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. PG&E Report on Winter Power Outages.

Public Comments:

- Adam Pinterest stated that during the power outage some residents were without power for 4 days. Commented that compensation from PG&E amounted to \$25. Stated the PG&E website is confusing and has misinformation about any kind of compensation for the outage.
- Fred Nelson was without power for 3 days and now putting together a solar system for his home.
- Jeff Markham thanked the council for the presentation, it's a good look at what we can do not only with PG&E but with other utility providers. pointed out that the repair times were not provided or inaccurate in terms of what the restore times.
- Denise Turley spoke about not having power for 3 ½ days. Noted it was the fifth outage but definitely the worst one. Commented on the reimbursement process of PG&E. Asked what PG&E is doing about Providing a list of things that we could have that would help give us.

The council discussed the length of the outage, what the cause was and what residents could do in the future to prepare for the next time. Talked about PG&E residential reimbursements and why none for commercial businesses. Generator rebate programs. Resource center/location for charging phones/tablets etc...). Trimming of dying/diseased trees near substation.

- b. Adopting **Resolution No. 2025-20**, authorizing the City Manager to execute a Public Improvement and Reimbursement Agreement with Shae Homes Limited Partnership for the rehabilitation of the Marina Arts Village.

Public Comments:

- Lilly read a statement about the history of Fort Ord and what it meant to her family. Asked the council to preserve the history of Marina that Fort Ord helped to create.
- Dan Landrum stated building needs a proper structural assessment before a decision should be made. Money in the budget to move forward with soliciting an engineer and putting out RFP.
- Kevin Dayton made a comment about the consent agenda relating to blight removal notice of completion. Suggested, the council move forward on this so that it doesn't sit there as a potential target for a fire or some other bad thing to happen.
- Adam Pinterest thinks the history of Fort Ord is well preserved in many ways. Believes there are some ways to showcase it that doesn't require a lot of taxpayer money for an entire building. Supports alternative #5.
- Mike Moeller expressed concerns regarding an art village project concept that was drawn up 20-25 years ago. Commented on East Garrison's Arts Village project that's been in limbo for decades. City monies should be redirected to projects currently in need.
- Unknown – The building's location would be a wonderful gateway to draw people to Marina, draw people to the history. Commented about John Steinbeck and Cannery Row.
- Fred Nelson Spoke about working in local museums and having the buildings around add a touch of local history and showcased our local art and culture.
- Angie Landrum, excited to learn the city is considering developing an art village. The location is convenient for local marina residents and it's ideal for tourists. Hopes council will look to the future of what this site could be and preserve it for future generations.
- Grace Silva-Santella stated the city should be using the monies to get the chapel completed so it could be turned into a small music and art venue, or get the Aquatic & Sports Center completed, help with the revitalization of the downtown.
- Doug McArdle wanted to correct or go on the record relative to one of the comments that had come up earlier about structural integrity/structural review. A full structural review has been completed, and we will have an ongoing structural consultant should we decide to go forward with this work.
- Brad Imamura asked if the city/taxpayers really need this? Can the City/taxpayers afford it? Can the City maintain the upkeep? Supports alternate #5.
- Denise Turley asked if this building is part of what was supposed to be extra space surrounding the theater for public events. If favor of fixing the church and pool.
- Jeff Markham expressed his concerns that the unknowns on the project are really too great. There are many projects in play in Marina, do we really need to take this on? Spoke about the

TAMC property and the unknowns. The best thing to do is to demolish these buildings and expend our resources elsewhere.

- Manny this particular dwelling or building is an eyesore of blight, hazardous and it's potentially a fire hazard. The option of demolition is good, and it saves the city money if it's going to be fully funded by Shea.
- Dusan Tatomirovic spoke about how Marina is continuing to grow with all the new homes coming in. Spoke about the culture and how it should not be dismissed. Spending millions on the building is worth it in the long run if it provides cultural spaces.
- Susan agrees we should not use taxpayers' dollars on this project. We're not in the commercial space business. We can use the money for improvements elsewhere within the city. Demolition is the best way to go.
- Mike Kennedy is in favor of option five to demolish the existing building. If there's a need for some sort of arts village in the future, then build it then.

The council discussed the city funds and how they could be used. Lifespan of the building if it were to be stabilized. Security of building. Cost of future maintenance of structure. Roof estimate. Reducing size of structure from 60,000 sqft. to 36,000 sqft. All the alternatives listed in the staff report.

MCCARTHY/VISSCHER: THAT WE ADOPT RESOLUTION 2025-20, AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC IMPROVEMENT REIMBURSEMENT AGREEMENT WITH SHEA HOMES FOR THE REHABILITATION OF THE MARINA ARTS VILLAGE USING OPTION NUMBER FOUR AS SPELLED OUT IN THE STAFF REPORT AND GIVE DIRECTION TO CITY MANAGER ON COUNCIL'S PREFERRED ALTERNATIVE TO INCLUDE THE AGREEMENT AND AUTHORIZATION FOR ADDITIONAL FUNDING FOR AN AMOUNT CERTAIN FROM THE UNALLOCATED GENERAL FUND BALANCE IF NEEDED. 4-1(Biala)-0-0. Motion Passes

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: The meeting adjourned at 11:10 P.M.

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



CITY OF MARINA

HUMAN RESOURCES & RISK DEPARTMENT
211 Hillcrest Avenue
Marina, CA 93933
Phone: 831.884.1283
Fax: 831.384.0860



CLAIM FORM

This form is provided pursuant to Government Code Section 910.4 and shall be used by any person presenting a claim to the City of Marina under Government Code Section 810 et seq., except as provided in Government Code Sections 905 and 905.1. If additional space is needed for any of the required information, please attach additional sheets.

SECTION 1: CLAIMANT INFORMATION

Janna C. Kersh

Mailing Address

City

CA

Zip Code

SECTION 2: NOTICES

The person presenting this claim desires that notices be sent to the following address:

Name of Claimant

()
Telephone Number (include area code)

Mailing Address

City

CA

Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: 2/24/25
Month, Day & Year

Provide the location of the occurrence/transaction which gave rise to the claim. If applicable, include street address, city or county, highway number, mile post number and direction of travel.

Seaside Court at Playa Drive
Marina CA.

Explain the circumstances of the occurrence or transaction which gave rise to the claim. State all facts that support your claim against the City of Marina and why you believe the City of Marina is responsible for the alleged damage or injury. Also 2003 BMW M3 towed 2 days prior to mine

My truck was towed & impounded off the
street. No warnings or stickers on
vehicle. Car was towed w/out paper, look up

Provide a general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim.

This has cost of over \$1600.00 for
tow, release from Marina PD & Storage.

Also there has been 2 other vehicles
parked in the same area that had
registration & tags expired that are older than
my vehicle. Why was my truck & my
friend BMW only 2 cars towed

Provide the name(s) of the City of Marina employee(s) causing the injury, damage or lost, if known.

Provide the amount claimed if said amount totals less than ten thousand dollars (\$10,000.00) as of the date presentation of the claim (including the estimated amount of any prospective injury, damage, or lost , insofar as it may be known at the time of the presentation of the claim), together with the basis of computation of the amount claim.

Amount Claimed: \$ 1680 + value of own vehicle

Basis for computation: receipts one car is still in
impound

If the amount claimed exceeds ten thousand dollars (\$10,000.00), do not provide the dollar amount of the claim. However, please indicate below whether the claim would be a limited civil case. A limited civil case is one where the amount claimed does not exceed twenty-five thousand dollars (\$25,000.00).

_____ Limited Civil Case _____ Non-Limited Civil Case

SECTION 4: INSURANCE INFORMATION (OPTIONAL – MAY BE COMPLETE IF CLAIM INVOLVES A MOTOR VEHICLE)

Has a claim for the alleged damage/injury been filled or will it be filed with your insurance carrier?

☐ Yes (If marked, please provide information below. ☒ No

Name of Insurance Carrier ()
Telephone Number (include area code)

Mailing Address City State Zip Code

Policy Number: _____ Deductible: \$ _____

Name of registered owner(s) of the vehicle: _____

Vehicle Make: _____ Model: _____ Year: _____

SECTION 5: REPRESENTATIVE INFORMATION (OPTIONAL – MAY BE COMPLETED IF FILED BY ATTORNEY OR REPRESENTATIVE)

Name of Attorney/Representative ()
Telephone Number (include area code)

Mailing Address City State Zip Code

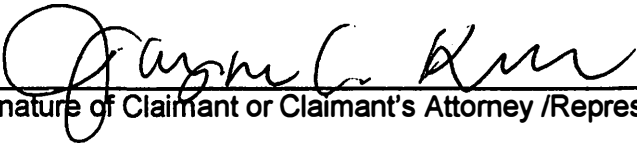
Is the claim filed on behalf of minor? ☐ Yes ☐ No If yes, please indicate:

Relationship to minor: _____ Minor's date of birth: _____
Month, Day & Year

SECTION 6: ADVISORY

Section 72 of the Penal Code provides that "every person who, with intent to defraud, presents for allowance or for payment to any State Board or Officer, or to any county, town, city, district, ward, or village, board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony."

SECTION 7: SIGNATURE


Signature of Claimant or Claimant's Attorney /Representative

3/29/25
Date

SECTION 8: SUBMISSION OF CLAIM FORM

Completed claim forms must be submitted by personal delivery or by United States mail, postage paid, to the following address:

City of Marina
Marina City Hall
Attention: Human Resources & Risk Department
211 Hillcrest Avenue
Marina, CA 93933

Office: (831) 884-1283
Fax: (831) 384-0860
HR@cityofmarina.org

Incomplete and un-signed claim forms will not be processed and will be returned to the claimant's address indicated on this form.

Once your completed and signed claim form is received in the City's Risk Management Department it may require placement on the City Council agenda for consideration to deny your claim. This action to deny your claim is required by law for public entities and does not mean the City will not process your claim. Rather, your claim will be researched by the City's Risk Management process, or it will be referred to the City's Risk Management Authority, MBASIA (Monterey Bay Area Self Insurance Authority) for investigation by the Claims Adjuster, Parmit Randhawa.

Ms. Randhawa will handle your claim through settlement or resolution. You will be notified in writing by MBASIA of any actions pertaining to the status of your claim and if additional information is required. You may also contact Parmit Randhawa (707)261-0906 , if you wish to discuss your claim.

Thank you.



Xtreme Towing Inc

223 Harrison Rd., Ste A

Salinas, CA 93907

Tel: (831)320-4327

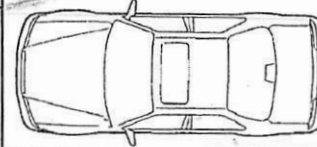
Xtremetowing15@gmail.com

CA 502004

UPON REQUEST YOU ARE
ENTITLED TO RECEIVE A
COPY OF THE TOWING FEES
AND ACCESS NOTICE

INVOICE

4340

TIME OF CALL 8:34 A.M. P.M.	DATE IN 2-24-25	TIME OF START 8:54 A.M. P.M.	TIME FINISH 10:04 A.M. P.M.	REQUESTED BY MPD	P.O./CASE #
NAME Jama Kursh				PHONE	
[REDACTED]					
[REDACTED]					
YEAR 2006	MAKE / MODEL GMC Yukon	COLOR wht	ODOMETER		
[REDACTED]					
[REDACTED]					
REMARKS: 180-4 K-N 22651(0)(EXA) * Needs Release *					
REASON FOR SERVICE		TYPE OF TOW		PERSONALS TAKEN BY	
☐ ACCIDENT ☐ BREAK DOWN		☐ SLING HOST TOW		DATE	
☐ ABANDONED ☐ UNREGISTERED		☒ FLAT BED/RAMP		PHONE #	
☐ NO START ☐ OUT OF GAS		☐ WHEEL LIFT		VEHICLE STORAGE TIME	
☐ FLAT TIRE ☐ FIRE LANE		☐ TOWED PER ORDER OF		FROM 2-24-25 TO 2-24-25 DAYS @ \$ 125.00	
☐ LOCK OUT ☐ NO TRESPASS		☐ STATE POLICE		INDICATE DAMAGED AREA(S) ON VEHICLE	
☐ TOW ZONE ☐ ARREST		☒ LOCAL POLICE			
☐ STOLEN ☒ IMPOUNDED		☐ OWNER		KEYS LEFT YES ☐ NO ☒	
☐ SNOW REMOVAL ☐		☒ DEALER		RADIO YES ☐ NO ☒	
SPECIAL EQUIPMENT USED		OTHER SERVICES		MILEAGE	
☒ WINCH ☐ FLARES		☐ SWEEP		FINISH	
☐ DOLLIES ☒ SCOTCH BLOCKS		☐ REMOVE AXEL		START	
☐ RAMPS		☐ SECURE LOOSE PARTS		TOTAL	
☐ SNATCH BLOCKS		☐ DEALER		LABOR TIME	
METHOD OF PAYMENT		DL #		FINISH	
☐ CASH ☐ CHECK		A-731		START	
☐ CREDIT CARD #		VISA		TOTAL 1.5 hrs	
AUTHORIZED SIGNATURE		DATE		EXTRA PERSON	
X [Signature]		2-24-25		FINISH	
I agree to hold this company harmless of any damages due to towing or service rendered		DRIVER'S SIGNATURE		SUB-TOTAL	
		DATE		TAX	
		2-24-25		TOTAL 1497.50	

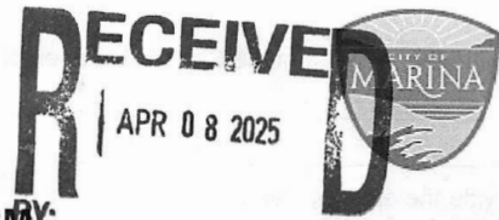
We cannot be responsible for damages caused by faulty tires, bumper brackets, etc. This is the vehicle owners responsibility for lessor damages by theft, fire, or any other cause beyond our control to any vehicle we service.

Thank You!

April 15, 2025

CITY OF MARINA

HUMAN RESOURCES & RISK DEPARTMENT
 211 Hillcrest Avenue
 Marina, CA 93933
 Phone: 831.884.1283
 Fax: 831.384.0860

**CLAIM FORM**

This form is provided pursuant to Government Code Section 910.4 and shall be used by any person presenting a claim to the City of Marina under Government Code Section 810 et seq., except as provided in Government Code Sections 905 and 905.1. If additional space is needed for any of the required information, please attach additional sheets and note your name, date of claim and City of Marina.

SECTION 1: CLAIMANT INFORMATION

Charles Stepples
 Name of Claimant

[REDACTED]
 Telephone Number (include area code)

[REDACTED]
 Mailing Address

[REDACTED]
 City

[REDACTED]
 CA

[REDACTED]
 Zip Code

SECTION 2: NOTICES

The person presenting this claim desires that notices be sent to the following address:

Jayna Kersh
 Name of Claimant

[REDACTED]
 Telephone Number (include area code)

[REDACTED]
 Mailing Address

[REDACTED]
 City

[REDACTED]
 CA

[REDACTED]
 Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim:

2/17/25
 Month, Day & Year

Provide the location of the occurrence/transaction which gave rise to the claim. If applicable, include street address, city or county, highway number, mile post number and direction of travel.

Playa Court & Sensitive Court

This is time Sensitive Vehicle in impound.

Explain the circumstances of the occurrence or transaction which gave rise to the claim. State all facts that support your claim against the City of Marina and why you believe the City of Marina is responsible for the alleged damage or injury. BMW MB 2003 LIC# 8KQW797

Charles Car has been impounded. IT is his only vehicle due to financial hardship has not been able to retrieve his vehicle

Provide a general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim.

The cost is at 5700. It makes no sense that his vehicle 2003 BMW MB & my 2006 Denali were towed away when there are at least 2 other vehicles on the same block that have not been ticketed or towed. I feel we have been targeted & is unfair.

Provide the name(s) of the City of Marina employee(s) causing the injury, damage or lost, if known.

Provide the amount claimed if said amount totals less than ten thousand dollars (\$10,000.00) as of the date presentation of the claim (including the estimated amount of any prospective injury, damage, or lost, insofar as it may be known at the time of the presentation of the claim), together with the basis of computation of the amount claim.

Amount Claimed: \$ 6200

Basis for computation: based on what R+R towing
has provided what is owed 5700 - 6000
\$200 for vehicle release from Marina PD

If the amount claimed exceeds ten thousand dollars (\$10,000.00), do not provide the dollar amount of the claim. However, please indicate below whether the claim would be a limited civil case. A **Limited Civil Case** is one where the amount claimed does not exceed twenty-five thousand dollars (\$25,000.00). **Non-Limited Civil Case** is one where the amount may exceed twenty-five thousand dollars (\$25,000.00)

☐ Limited Civil Case

☐ Non-Limited Civil Case

SECTION 4: INSURANCE INFORMATION (OPTIONAL - MAY BE COMPLETE IF CLAIM INVOLVES A MOTOR VEHICLE)

Has a claim for the alleged damage/injury been filled or will it be filed with your insurance carrier?

☐ Yes (If marked, please provide information below.

☐ No

Name of Insurance Carrier

()
Telephone Number (include area code)

Mailing Address

City

State

Zip Code

Policy Number: _____

Deductible: \$ _____

Name of registered owner(s) of the vehicle: _____

Vehicle Make: _____ Model: _____ Year: _____

SECTION 5: REPRESENTATIVE INFORMATION (OPTIONAL - MAY BE COMPLETED IF FILED BY ATTORNEY OR REPRESENTATIVE)

Name of Attorney/Representative

()
Telephone Number (include area code)

Mailing Address

City

State

Zip Code

Is the claim filed on behalf of minor? ☐ Yes ☐ No

If yes, please indicate:

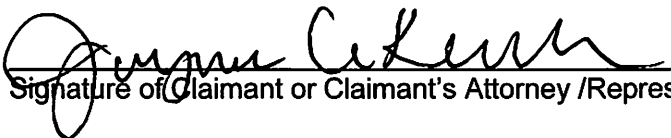
Relationship to minor: _____

Minor's date of birth: _____
Month, Day & Year

SECTION 6: ADVISORY - CONDITION OF A FELONY

Section 72 of the Penal Code provides that "every person who, with intent to defraud, presents for allowance or for payment to any State Board or Officer, or to any county, town, city, district, ward, or village, board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony."

SECTION 7: CLAIMANT'S SIGNATURE (OR REPRESENTATIVE)


Signature of Claimant or Claimant's Attorney /Representative

3/31/25
Date

SECTION 8: SUBMISSION OF CLAIM FORM

Completed claim forms must be submitted by personal delivery or by United States mail, postage paid, to the following address:

City of Marina
Attention: Risk Management Department
211 Hillcrest Avenue
Marina, CA 93933

Office: (831) 884-1283
Fax: (831) 384-0552
HR@cityofmarina.org

Incomplete and un-signed claim forms will not be processed and will be returned to the claimant's address indicated on this form.

Once your completed and signed claim form is received in the City's Risk Management Department it may require placement on the City Council agenda for consideration to deny your claim. This action to deny your claim is required by law for public entities and does not mean the City will not process your claim. Rather, your claim will be researched by the City's Risk Management process, or it will be referred to the City's Risk Management Authority, MBASIA (Monterey Bay Area Self Insurance Authority) for investigation by the Claims Adjuster, Ken Maiolini.

Mr. Maiolini will handle your claim through settlement or resolution. You will be notified in writing by MBASIA of any actions pertaining to the status of your claim and if additional information is required. You may also contact Mr. Maiolini at (707) 792-4980 ext. 206, if you wish to discuss your claim.

April 15, 2025

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
April 15, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-,
APPROVING THE RECLASSIFICATION OF THE CODE
ENFORCEMENT OFFICER POSITION.**

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2025-, authorizing the reclassification of the Code Enforcement Officer position and salary.
2. Authorize the Finance Director to make appropriate accounting and budgetary entries

BACKGROUND:

The City currently has one full-time Code Enforcement Officer who manages all Code Enforcement functions, including the identification, investigation, and correction of violations of the City's municipal, zoning, housing, development, and signage codes. The Code Enforcement officer investigates citizen complaints of public nuisances and quality of life issues and seeks voluntary compliance or issues citations and abatement procedures. In addition, this position initiates contact with residents, business representatives, and other parties to explain the nature of incurred violations and to encourage compliance with City codes, ordinances, and community standards.

The position operates as a functional manager, who oversees the code enforcement function within the Community Development Department, focused on long-term operational goals and resource allocation. This position does not supervise employees, as a direct manager (or line manager) who is responsible for employee day-to-day performance and administrative tasks. As the sole position dedicated to Code Enforcement, the position handles the technical functions, day-to-day administrative tasks and is greatly involved in communications efforts with the public, not only for corrective actions of code enforcement violations, but proactively to mitigate future issues.

ANALYSIS:

Staff is requesting that the City Council approve the reclassification of the Code Enforcement Officer to fully encompass the functions, duties and responsibilities currently being operationally performed by the position. The City surveyed comparator agency classifications and salary placement (**EXHIBIT A**) and determined the classification level of Code Enforcement Manager would more closely match the current functions, duties and responsibilities being performed by the position.

Below is the current salary schedule for the Code Enforcement Officer classification and the proposed reclassification title and salary schedule.

Current

	A	B	C	D	E
Code Enforcement Officer	\$36.8714	\$38.7566	\$40.6508	\$42.6833	\$44.8176
Annual	\$76,692.3512 - \$93,220.608				

Proposed

	A	B	C	D	E
Code Enforcement Manager	\$46.2856	\$48.5999	\$51.0299	\$53.5814	\$56.2604
Annual	\$96,274.048 - \$117,021.632				

FISCAL IMPACT:

The reclassification of the Code Enforcement Officer to a Code Enforcement Manager will have an on-going additional annual cost (salary and benefits) projected at approximately \$38,000. There is no impact to the Fiscal Year 24/25 budget as the estimated \$6,500 cost for the remaining fiscal year can be funded through salary savings.

This request is submitted for City Council consideration and action.

Respectfully submitted,

Belinda Varela
Director, Human Resources & Risk Management
City of Marina

REVIEWED/CONCUR:

Layne Long,
City Manager
City of Marina

Code Enforcement		
City	Title	Salary
Monterey	Code Compliance Coordinator	Hourly: \$44.7461 - \$54.4153 Annually: \$93,072.00 - \$113,184.00
Gilroy	Code Enforcement Officer	Hourly: \$45.2456 - \$63.6649 Annually: \$94,111.00 - \$132,423.00
Watsonville	Code Enforcement Officer I (Clerical)	Hourly: \$30.40 - \$40.74 Annually: \$63,232.00 - \$84,739.20
	Code Enforcement Officer I (Temp)	Hourly: \$30.40 - \$40.74 Annually: -
	Code Enforcement Officer II (Clerical)	Hourly: \$33.60 - \$45.02 Annually: \$69,888.00 - \$93,641.60
	Sr. Code Enforcement Officer	Hourly: \$41.06 - \$55.03 Annually: \$85,404.80 - \$114,462.40
Seaside*	Code Compliance Specialist	Hourly: \$34.3530 - \$40.7360 Annually: \$71,454.24 - \$84,730.88
	Code Compliance Coordinator	Hourly: 36.8650 - \$44.8090 Annually: \$76,679.20 - \$93,202.72
Salinas	Code Enforcement Manager	Hourly: \$50.9310 - 65.0010 Annually: \$105,936.48 - \$135,202.08
Hollister	Code Enforcement Supervisor	Hourly: \$45.6763 - \$55.5198 Annually: \$95,006.86 - \$115,481.34
	Code Enforcement Officer	Hourly: \$36.1663 - \$43.9605 Annually: \$75,226.06 - \$91,437.84
Pacific Grove*	Code Compliance Officer	Hourly: \$33.5200 - \$43.8700 Annually: \$69,721.60 - \$91,249.60
San Luis Obispo	Code Enforcement Officer I	Hourly: \$34.6625 - \$42.5625 Annually: \$72,098.00 - \$88,530.00
	Code Enforcement Officer II	Hourly: \$37.4875 - \$46.0250 Annually: \$77,974.00 - \$95,732.00
	Code Enforcement Supervisor	Hourly: \$45.4000 - \$56.7375 Annually: \$94,432.00 - \$118,014.00
	Code Enforcement Technician I	Hourly: \$26.0500 - \$31.9875 Annually: \$54,184.00 - \$66,534.00
	Code Enforcement Technician II	Hourly: \$27.4375 - \$33.7000 Annually: \$57,070.00 - \$70,096.00
Santa Cruz	Code Compliance Investigator I	Hourly: \$32.03 - \$40.55 Annually: \$66,622.40 - \$84,344.00
	Code Compliance Investigator II	Hourly: \$37.73 - \$47.72 Annually: \$78,478.40 - \$99,257.60
	Code Compliance Investigator III	Hourly: \$41.58 - \$52.59 Annually: \$86,486.40 - \$109,387.20
	Code Compliance Investigator IV	Hourly: \$45.68 - \$57.70 Annually: \$95,014.40 - \$120,016.00
	Code Compliance Manager	Hourly: \$50.94 - \$68.27 Annually: \$105,955.20 - \$142,001.60
Soledad	Code Enforcement Officer	Hourly: N/A Annually: N/A

* Classification and Salary not included in survey, as the duties and responsibilities did not closely match the duties and responsibilities currently being performed by the position for the City of Marina.

April 9, 2025

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 15, 2025

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-,
AUTHORIZING A GRANT WRITING SERVICES AGREEMENT TO
CALIFORNIA CONSULTING, INC. OF EL SEGUNDO, CA FOR FULL
GRANT WRITING AND MANAGEMENT SERVICES; AND
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE
CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE
FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND
BUGETARY ENTRIES.**

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2025- authorizing a grant writing services agreement with California Consulting, Inc. of El Segundo, CA for full grant writing and management services for a one-year term beginning May 1, 2025, in an amount not to exceed \$60,000.00.
2. Authorize the City Manager or designee to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

The City has historically relied on external consulting services to assist with the identification, writing, and management of grants. As grant programs become increasingly complex, the significant benefits of securing external funding to support city projects underscore the need for professional grant management services.

California Consulting, Inc. is a highly regarded firm with a proven track record since 2004, having successfully written over 1,600 grants that have procured more than \$1.6 billion in funding for their clients. The firm employs over 55 individuals, with more than 30 dedicated grant writers. Their expertise encompasses a diverse array of funding programs, including federal, state, and private sector grants, and their services include grant research, writing, application preparation, compliance monitoring, and reporting.

ANALYSIS:

The agreement with California Consulting will provide a comprehensive range of grant writing and management services, including but not limited to:

1. Grant Research: Identifying potential funding opportunities for the City based on priority projects and needs.
2. Grant Writing: Drafting and submitting grant proposals, along with any required documentation or supporting materials.

3. Grant Management: Overseeing the administration and compliance of awarded grants, including progress reporting, fund allocation tracking, and completion of all reporting requirements.
4. Training and Support: Offering guidance to City staff on grant application processes and best practices for long-term sustainability of funding.

The consultant will be available to assist the City with both ongoing and new grant applications and will provide strategies to optimize funding opportunities.

FISCAL IMPACT:

The total potential cost for California Consulting's services is \$60,000 for the one-year term. However, it is important to note that this is a maximum figure, and the actual expenditure may vary based on the number and type of grant applications submitted, with some grants costing as little as \$2,000. Funding for these services is available in the General Fund Non-Department. The City anticipates that by leveraging California Consulting's professional services, it will secure significant external funding that will offset the costs of the engagement.

By hiring California Consulting, the City will benefit from their extensive experience in grant writing and management, ensuring that the City is well-equipped to pursue and effectively manage grant opportunities. The City Council's approval will enable the engagement of a reputable firm known for its strong track record, thereby supporting the City's strategic initiatives and future projects effectively.

EXHIBITS:

Exhibit A – California Consulting Per Grant Proposal
Exhibit B – Grant Writing Services Agreement

Respectfully submitted,

Ismael Hernandez
Public Works Director
City of Marina

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING A GRANT WRITING SERVICES AGREEMENT TO CALIFORNIA CONSULTING, INC. OF EL SEGUNDO, CA FOR FULL GRANT WRITING AND MANAGEMENT SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, the City of Marina has a longstanding commitment to securing external funding to support various city projects; and

WHEREAS, the complexity of available grant programs and the benefits derived from acquiring such funding necessitate professional assistance in grant writing and management; and

WHEREAS, California Consulting, Inc. has been in business since 2004 and has successfully written over 1,600 grants, securing more than \$1.6 billion in funding for their clients; and

WHEREAS, California Consulting employs over 55 staff members, including more than 30 experienced grant writers, who possess the expertise to assist the City in navigating federal, state, and private sector grant opportunities; and

WHEREAS, the City intends to engage California Consulting, Inc. for grant writing and management services for a one-year term beginning May 1, 2025, with a maximum expenditure of \$60,000, acknowledging that individual grant applications will be presented to the City Council for approval, and the actual costs may vary with some funding requests as low as \$2,000; and

WHEREAS, the services provided by California Consulting will enhance the City's ability to pursue and manage grant opportunities effectively, aligning with the City's goals and strategic initiatives;

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

1. Adopt Resolution No. 2025- authorizing a grant writing services agreement with California Consulting, Inc. of El Segundo, CA for full grant writing and management services for a one-year term beginning May 1, 2025, in an amount not to exceed \$60,000.00.
2. Authorize the City Manager or designee to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

Resolution No. 2025-
Page Two

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th Day of April 2025 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

A Proposal for the City of Marina

History

Founded in 2004, California Consulting has an excellent reputation for hard work and a commitment to success for our clients. California Consulting is the largest grant writing firm in California. With offices in Southern California, Northern California, and Central California. We have over 135 clients statewide. We have 55 members of our team from Chico in the North, to San Diego in the South. California Consulting has developed expertise in representing public agencies, and non-profit organizations. We have secured over \$1.6 billion for our clients since inception. The California Consulting team boasts over 30 grant writers. Through years of experience, our grant writers have a proven track record of success and have mastered their skills of identifying, researching and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 1,600 competitive grant applications that have been funded. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is transportation, recreation, education, parks, energy, climate or public safety, our grants team knows where to locate grant funds and how to successfully write the applications.

Grant Funding Services

California Consulting is a full service grant writing firm. We are experts in the fields of grant research and identification. We prepare comprehensive and concise grant application packages. We submit grants in a timely fashion and follow through after the grant has been submitted to determine the status of the grant. We also conduct post-award compliance and administration. California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we pursue to fit our client's needs.

Scope of Work

- 1. Needs Assessment (Meetings with Department Heads to review priorities and funding needs):** We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned a lead Project Manager. The Project Manager communicates regularly with the client and on an ongoing basis. This relationship building is the key to keeping the grants pursued on target with the client's overall goals.

Sample questions asked during the Needs Assessment:

- a) List and describe any program initiatives or priority projects.
- b) What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
- c) List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
- d) List past grants that your agency has received.
- e) List past grant applications you would like to revise and submit again.

2. **Facilitation of Department Decision Making Processes:** Our Project Managers are experts on grant identification. With years of experience, your Project Manager will be able to assist your Staff in deciding which grants make the most sense to meet the funding needs identified.
3. **Grant Research and Identification:** Our Project Manager's conduct thorough research on an ongoing basis. We track current and upcoming grants in order to let our client's know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients as soon as they are released. California Consulting will provide you with a Grant Activity Report monthly, detailing the grants available, grants in progress and grants submitted. You will also be provided with available grant opportunities on an ongoing basis.
4. **Client Commitment:** When identifying grants that meet your needs and funding priorities, your Project Manager will advise you of the estimated time commitment required from your staff.
5. **Grant Preparation Process:** When your staff and California Consulting agree to pursue a grant, we will develop a checklist and schedule. The checklist and schedule will include what things you will be responsible for and when we will need them submitted. We need your staff involved in the grant preparation process to provide required information we don't have access to. The Project Manager will provide you with grant portions along the way to review for content accuracy. The more engaged you are able to be in this process, the higher quality the application will be. California Consulting retains copies of all grants we've submitted. If the application was successful, we use it as a guide for future grants.

Below is a list of general tasks for our grant process:

- a. Create a task timeline with due dates
 - b. Ensure the proposed project meets the grant agency's requirements
 - c. Review similar successful grant applications and apply where possible
 - d. Collect information on the project
 - e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
 - f. Obtain letters of support when necessary
 - g. Draft proposals and send to staff for review
 - h. Incorporate staff edits in final drafts
 - i. Submit completed application timely
 - j. Monitor funding agency until grant awards are announced.
6. **Quality Assurance:** California Consulting takes pride in our impeccable grant applications. We are successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Project Managers regularly. In addition, our Grant Managers meet individually with each Project Manager to review each client. These meetings thoroughly discuss each client's needs, what grants are being worked on and what additional grants may be a good fit. We ensure the best quality product before the grant application is submitted.
 7. **Facilitation of Partnership Meetings:** Our Project Managers will arrange and schedule meetings with key personnel to review all grants prior to submission to ensure application accuracy.
 8. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but we create other deadlines in order to obtain the information needed for a quality submission. We believe if everyone is on the same page and is aware of what needs to be done, we can limit scrambling at the last minute.
 9. **Funding Agency Monitoring:** California Consulting will monitor the Funding Agency until grant awards are announced.

10. Grant Administration: Some grants require post award compliance, reporting and administration. California Consulting will prepare required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to you). When grant dollars from the grant are not available for administration, reporting, and evaluation purposes we will provide these services to the Client for a monthly fee or hourly fee based on the Client's preference

References

California Consulting references include key leaders from around the State. All of our current clients are references. California Consulting currently has contracts with over 60 cities across California, almost 40 School Districts, Non-Profits and others. A full client list can be obtained at www.californiaconsulting.org.

Pricing

We propose an agreement on a Per Grant basis, plus reimbursement of out of pocket expenses. If Client decides to withdraw the application or cease work on the application prior to submission and after work has begun, Client agrees to pay Consultant for work completed at an hourly rate of \$150.00, not to exceed the total amount of the per grant rate. The following is a breakdown of cost per grant:

Grant Amount Request	Cost
Up to \$10,000	\$2,000
\$10,001 - \$50,000	\$5,000
\$50,001 - \$200,000	\$8,000
\$200,001 - \$500,000	\$10,000
\$500,001 - \$2,000,000	\$12,000
Over \$2,000,000	\$15,000 - \$18,000

**Cost will be determined based on complexity of grant preparation for grant requests exceeding \$2,000,000*

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$150.00. For research completed at an hourly rate, client may specify a "not to exceed" amount.

**CITY OF MARINA
AGREEMENT FOR GRANT WRITING SERVICES**

THIS AGREEMENT is made and entered into on May 1, 2025, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and California Consulting, 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: provide grant writing and management services hereinafter referred to as the "Project."

California Consulting will provide full-service grant writing and management services to assist the city with achieving its grant funding goals.
- 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 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 diligence fails to meet these standards and which is reported to Contractor in writing within sixty 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 April 16, 2025 and shall expire on June 30, 202~~2~~5, 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 April 16, 202~~5~~5. 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 One Hundred Thousand Dollars (\$100,000.00) in accordance with the provisions of this Section and the Fee Schedule attached hereto as Exhibit B 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 effected 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, Ismael Hernandez, 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 Steve Samuelian 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.

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.

(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 "C" "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
Fax: (831) 384-9148

To Contractor: California Consulting, Inc
Steve Samuelian, CEO
214 Main Street, Suite 102
El Segundo, CA 90245

steve@californiaconsulting.org

Phone: (323) 728-9002

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

INSERT EXHIBIT A

Section 1 (a)

- SCOPE OF WORK -

1. **Needs Assessment (Meetings with Department Heads to review priorities and funding needs):** We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned a lead Project Manager. The Project Manager communicates regularly with the client and on an ongoing basis. This relationship building is the key to keeping the grants pursued on target with the client's overall goals.

Sample questions asked during the Needs Assessment:

- a) List and describe any program initiatives or priority projects.
 - b) What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
 - c) List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
 - d) List past grants that your agency has received.
 - e) List past grant applications you would like to revise and submit again.
2. **Facilitation of Department Decision Making Processes:** Our Project Managers are experts on grant identification. With years of experience, your Project Manager will be able to assist your Staff in deciding which grants make the most sense to meet the funding needs identified.
 3. **Grant Research and Identification:** Our Project Manager's conduct thorough research on an ongoing basis. We track current and upcoming grants in order to let our clients know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients as soon as they are released. California Consulting will provide you with a Grant Activity Report monthly, detailing the grants available, grants in progress and grants submitted. You will also be provided with available grant opportunities on an ongoing basis.
 4. **Client Commitment:** When identifying grants that meet your needs and funding priorities, your Project Manager will advise you of the estimated time commitment required from your staff.
 5. **Grant Preparation Process:** When your staff and California Consulting agree to pursue a grant, we will develop a checklist and schedule. The checklist and schedule will include what things you will be responsible for and when we will need them submitted. We need your staff involved in the grant preparation process to provide required information we don't have access to. The Project Manager will provide you with grant portions along the way to review for content accuracy. The more engaged you are able to be in this process, the higher quality the application will be. California Consulting retains copies of all grants we've submitted. If the application was successful, we use it as a guide for future grants.

Below is a list of general tasks for our grant process:

- a. Create a task timeline with due dates
 - b. Ensure the proposed project meets the grant agency's requirements
 - c. Review similar successful grant applications and apply where possible
 - d. Collect information on the project
 - e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
 - f. Obtain letters of support when necessary
 - g. Draft proposals and send to staff for review
 - h. Incorporate staff edits in final drafts
 - i. Submit completed application timely
 - j. Monitor funding agency until grant awards are announced.
- 6. Quality Assurance:** California Consulting takes pride in our impeccable grant applications. We are successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Project Managers regularly. In addition, our Grant Managers meet individually with each Project Manager to review each client. These meetings thoroughly discuss each client's needs, what grants are being worked on and what additional grants may be a good fit. We ensure the best quality product before the grant application is submitted.
- 7. Facilitation of Partnership Meetings:** Our Project Managers will arrange and schedule meetings with key personnel to review all grants prior to submission to ensure application accuracy.
- 8. Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but we create other deadlines in order to obtain the information needed for a quality submission. We believe if everyone is on the same page and is aware of what needs to be done, we can limit scrambling at the last minute.
- 9. Funding Agency Monitoring:** California Consulting will monitor the Funding Agency until grant awards are announced.
- 10. Grant Administration:** Some grants require post award compliance, reporting and administration. California Consulting will prepare required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to you). When grant dollars from the grant are not available for administration, reporting, and evaluation purposes we will provide these services to the Client for a monthly fee or hourly fee based on the Client's preference

INSERT EXHIBIT B

Section 3 (a)

- FEE SCHEDULE -

We propose an agreement on a Per Grant basis, plus reimbursement of out-of-pocket expenses. If Client decides to withdraw the application or cease work on the application prior to submission and after work has begun, Client agrees to pay Consultant for work completed at an hourly rate of \$150.00, not to exceed the total amount of the per grant rate. The following is a breakdown of cost per grant:

Grant Amount Request	Cost
Up to \$10,000	\$2,000
\$10,001 - \$50,000	\$5,000
\$50,001 - \$200,000	\$8,000
\$200,001 - \$500,000	\$10,000
\$500,001 - \$2,000,000	\$12,000
Over \$2,000,000	\$15,000 - \$18,000

**Cost will be determined based on complexity of grant preparation for grant requests exceeding \$2,000,000*

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$150.00. For research completed at an hourly rate, client may specify a “not to exceed” amount.

EXHIBIT C - 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.

April 3, 2025

Agenda Item: **10g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 15, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING A SERVICE ORDER UNDER AN EXISTING ON-CALL AGREEMENT WITH KIMLEY-HORN FOR AIRPORT ECONOMIC IMPACT STUDY AT THE MARINA MUNICIPAL AIRPORT FOR THE GRAND TOTAL OF \$55,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SERVICE ORDER ON BEHALF OF THE CITY, SUBJECT TO REVIEW AND APPROVAL OF THE CITY ATTORNEY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2025-, approving Service Order No. 2025-01 under an existing on-call agreement with Kimley-Horn for the Airport Economic Impact Study at the Marina Municipal Airport for a grand total of \$55,000.(EXHIBIT A)
2. Authorizing the City Manager to execute the Service Order on behalf of the city, subject to review and approval of the City Attorney.
3. Authorizing the Finance Director to make necessary accounting and budgetary entries as necessary.

BACKGROUND:

In June 2024 the City of Marina executed a memorandum of understanding between the City of Hollister, City of Watsonville, and the City of Salinas for the procurement of professional services to perform Airport Economic Impact Study. The cooperative group issued a Request for Proposal (RFP) to acquire consulting services to conduct the study. The cooperative group selected consulting firm Kimley-Horn to conduct the comprehensive Airport Economic Impact Study. Because the City has an existing on-call agreement with Kimley-Horn approved by Resolution 2024-91, the proposed work is being submitted as Service Order No. 2025-01 under that agreement.

ANALYSIS:

Kimley-Horn has been chosen to complete the airport economic impact study (AEIS) for Hollister, Marina, Salinas, and Watsonville Municipal Airports. The analysis will be conducted as a combined study to achieve economies of scale but will provide each airport with a customized end product. This scope of work includes 11 tasks that were outlined in the Request for Proposals (RFP) that comprise a traditional economic impact analysis but also provide more data and tools that can be used by each City to communicate the quantitative and qualitative impacts of each Airport's contributions to their communities and the local and regional economy. The City of Marina has elected to include an additional task that includes, future economic impacts of airport expansion analysis.

Task 1: Project Kick-off Meeting

Kimley-Horn will use the kick-off meeting to not only discuss the Airport's expectations for the project, but also to gather critical information needed to evaluate on-airport activity, contact on-site tenants and reliant businesses, assess tax and aircraft valuation impacts, and explore unique impacts.

This expansion of the kick-off meeting will help to expedite the overall schedule by allowing the team to immediately proceed with subsequent tasks once the kick-off meeting is complete.

Task 2: Conduct Surveys and Collect Data for Direct On-airport Impacts, Tax Impacts, and Valuation of Based Aircraft

Accurate data is critical to the success of any economic impact study, making data collection among the most important tasks of such an effort. Given that much of the data can only be obtained from primary sources such as airport staff, tenants, and reliant businesses, surveys are typically the primary instrument through which economic data is obtained. Surveys are typically customized based on whether the audience contributes to on-airport activities (airport administration or tenants) or off-airport activities (visitor spending and non-aviation businesses)

Task 3: Conduct Surveys and Collect Data for Direct Off-airport Visitor Spending Impacts

Visitor spending often accounts for a substantial portion of an airport's total impacts. Visitor spending trends and statistics are often reported by a local or county Tourism Bureau and can be used to estimate the average level of economic activity generated by visitors arriving via air. If such data is available, KH will use the data to estimate an average amount of money spent per visitor per trip (referred to as the visitor spending profile).

Task 4: Estimate Secondary Impacts

Direct on-airport and visitor spending activities generate secondary impacts as money spreads from the Airport to suppliers and workers in the community. Indirect and induced impacts, collectively referred to as secondary impacts, are calculated using the IMPLAN economic model. During the kick-off meeting, Kimley-Horn will discuss and determine the study region to be used to calculate secondary impacts.

Task 5: Determine Total Impacts

The total annual economic impacts of the Airport are determined by summing the prior categories or types of impact (direct on-airport, direct visitor spending, indirect, and induced impacts [or secondary impacts]) and by impact measure (employment, payroll, and output) as previously outlined in Task 1.

Task 6: Calculate Impact on Nearby Real Estate

Airports can impact property values in the immediate surrounding area, whether positively, where warehouse or commercial real estate may be more valuable due to their proximity to a transportation hub, or negatively, where houses may be less valuable due to their exposure to aircraft noise. Kimley-Horn will evaluate how a residential property's value is impacted by its proximity to the Airport using county assessed home values and Airport-provided noise contours.

Task 7: Assess Unique Impacts

While the estimation of the direct, secondary, and total economic impacts of the Airport is a primary outcome of the study, this only captures a portion of the overall contributions the Airport makes to its community and the region. Community and social benefits, including specific stories on businesses or other activities provide additional support for the Airport to communicate the total contributions made to the cities and communities. This support is useful as the Airport seeks continued investment in capital improvements to continue realizing the substantial benefits that the Airport provides. In Task 7, Kimley-Horn intends to capture stories of the unique qualitative impacts that make the Airport so important in the region.

Task 8: Assess Benefits to Non-Aviation Businesses

In addition to the activities of on-airport businesses and visitors discussed in Tasks 2-5, other non-aviation businesses typically located off-airport rely on aviation for purposes such as shipping goods, receiving manufacturing parts and/or imports, transporting their personnel, and receiving

vendors or customers visiting their business via air. To measure the economic activity these businesses generate, an electronic survey will be distributed to as many as 100 businesses that rely on the Airport. During the site visit, Kimley-Horn will ask Airport staff to identify businesses that have based aircraft (but have no employees) at the Airport and other businesses that are known to use the Airport through coordination with FBO staff.

Task 9: Develop and Provide GIS Overlay

The data collected and compiled during the study will be prepared for integration into each City's GIS system. With assistance from Airport representatives, the Kimley-Horn team will coordinate with the City's GIS Administrator to confirm the preferred format. The GIS overlay will include a point feature class of the Airport containing attribute tables with the Airport's name, three letter identifier, latitude of the airport reference point, longitude of the airport reference point, and a primary key. Additional tables associated with the point feature class will be included to contain total economic impacts and other data (direct and secondary impacts) developed during the study. The scope and details of this task will be discussed during the kick-off meeting so that a data set and format can be agreed upon for the Airport. If available, Kimley-Horn asks that the City's GIS Administrator participate in the kick-off meeting to provide input on the GIS deliverable.

Task 10: Develop an Airport Economic Impact Toolkit

Economic impact studies only benefit airports if their results are effectively communicated to the appropriate audience. Developing an AEIS toolkit with multiple tools that can be tailored will be essential to reach a wide range of audiences, including elected officials, existing or prospective tenants, local businesses, and the public. In order to assist with economies of scale, the layout of the tools will be the same between the four study airports, but the colors, logos, photos, and information will be tailored to each individual airport. This task identifies the following tools for development:

- PowerPoint Presentation
- Technical Report
- Executive Summary
- FAQ Document
- Regional Overview Brochure

Task 11: Documentation and Coordination

Documentation will be prepared and coordination efforts undertaken throughout the course of the AEIS for successful completion. Draft chapters will be developed for key components of the study and provided to the Airport for comment. At the conclusion of the study, the draft chapters will be compiled into a single technical report for the Airport containing a narrative that details the study approach, methodologies used, data gathering processes, and overall survey methods. As discussed in Task 10, the technical report will include the following components, each of which will be contain information specific to the Airport:

- Direct, indirect, and induced impacts as they relate to economic activity (output), earnings (payroll), and employment supported by the Airport
- Graphic and written descriptions of the Airport's economic value to the local community
- A Fact Sheet that includes the number of based aircraft and annual aircraft operations
- Supporting illustrations, including charts, graphs, tables, and maps to support the study findings and narrative text
- Unique stories about economic, social and community benefits (qualitative data)

Additional task for the City of Marina

Task 12: Future Economic Impact Estimate

This analysis would estimate the economic impacts of the airport if it were to be developed based on current or future plans, including an extension of the runway and development of new hangar facilities. The future economic impacts would be split into two components: 1) construction impacts, and 2) future economic activity. Construction impacts will evaluate the economic activity generated by the direct expenditures spent to build the improvements (e.g., construction and supplier jobs are supported by the improvement projects, thereby generating ripple effects in the local economy). The future economic impact analysis will then estimate the additional economic impact generated from the operation of these new facilities (i.e., increased Airport staffing to support additional traffic, new businesses operating onsite, additional visitor spending from new aircraft operating at the Airport).

FISCAL IMPACT:

Compensation shall be based on a lump sum fee of \$55,200, which includes the additional scope of work of analyzing the future economic impact of airport expansion (Task 12). Kimley-Horn will not exceed this amount without prior authorization from the Client. Labor fees will be invoiced monthly based upon the overall percentage of services performed.

Expenditure Account #: 6300.030

Base Scope of Work: \$43,150.00

Additional Scope of Work: \$12,050

Total: \$55,200

CONCLUSION:

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

Respectfully submitted,

Adarian "AJ" Lawson, M.S.
Airport Manager
City of Marina

REVIEWED AND CONCUR

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING A SERVICE ORDER UNDER AN EXISTING ON-CALL AGREEMENT
WITH KIMLEY-HORN FOR THE AIRPORT ECONOMIC IMPACT STUDY AT THE
MARINA MUNICIPAL AIRPORT; AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO REVIEW
AND APPROVAL OF THE CITY ATTORNEY

WHEREAS, in August 2024, the City Council Passed Resolution 2026-67 authorizing the City Manager to execute Memorandum of Understanding (MOU) between the cities of Marina, Hollister, Watsonville, and Salinas for procurement of professional services to perform the Airport Economic Impact Study; and

WHEREAS, the primary purpose of any economic impact study is to identify, quantify, qualify, and communicate the local economic, social and community impacts derived from the activities and operation of Hollister, Marina, Salinas, and Watsonville Municipal Airports; and

WHEREAS, the Marina Municipal Airport to make strategic planning and funding decisions and provide better support and infrastructure development projects to spur economic development at the airport and throughout the City; and

WHEREAS, provide City with evidence and narrative of the economic, social and community benefits the airport contributes to the community to highlight the continued need for support; and

WHEREAS, the City approved an on-call agreement with Kimley Horn via Resolution 2024-91; and

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

1. Approve Service Order No. 2025-01 under and existing on-call agreement with Kimley-Horn for the Airport Economic Impact Study at the Marina Municipal Airport;
2. Authorizing the City Manager to execute the Service Order on behalf of the city, subject to review and approval of the City Attorney; and
3. Authorizing the Finance Director to make accounting and budgetary entries as necessary.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of April 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**CITY OF MARINA
AGREEMENT FOR ON-CALL CIVIL ENGINEERING SERVICES WITH KIMLEY HORN
(RESOLUTION 2024-91)**

**SERVICE ORDER NO. 2025-01
AIRPORT ECONOMIC IMPACT STUDY (AEIS) FOR MARINA MUNICIPAL AIRPORT**

THIS SERVICE ORDER pertains to the Agreement for the On-Call Traffic Engineering & Transportation Services (the “Agreement”) entered on October 7, 2024 (the “Agreement”) between the City of Marina (City) and Kimley-Horn and Associates, Inc.

PROJECT DESCRIPTION/BACKGROUND INFORMATION:

Kimley-Horn is completing an airport economic impact study (AEIS) for each of the Hollister, Marina, Salinas, and Watsonville Municipal Airports. The analysis will be conducted as a combined study to achieve economies of scale but will provide each airport with a customized end product. This scope of work includes 11 tasks that were outlined in the Request for Proposals (RFP) that comprise a traditional economic impact analysis but also provide more data and tools that can be used by each City to communicate the quantitative and qualitative impacts of each Airport’s contributions to their communities and the local and regional economy. This scope of services describes the workplan to complete the AEIS specifically for Marina Municipal Airport (OAR) but acknowledges areas where coordination is needed between OAR and the other three study airports.

Detailed Scope of Services

Task 1: Project Kick-off Meeting

Kimley-Horn will use the kick-off meeting to not only discuss the Airport’s expectations for the project, but also to gather critical information needed to evaluate on-airport activity, contact on-site tenants and reliant businesses, assess tax and aircraft valuation impacts, and explore unique impacts. This expansion of the kick-off meeting will help to expedite the overall schedule by allowing the team to immediately proceed with subsequent tasks once the kick-off meeting is complete. Understanding this, Kimley-Horn will host a virtual kick-off meeting with representatives of the Airport with the intention to:

- Establish expectations for the Airport and/or City to provide necessary financial, operational, and contact information
- Discuss list of requested data to determine direct impacts for Airport administration activities (Task 2)
- Review the agreed-upon project goals, tasks identified in the scope, deliverables, project schedule, and major milestones
- Define the region for the economic impact study, which will be used in IMPAN to model impacts; study area could include one of Monterey, San Benito, and Santa Cruz counties or could encompass a wider area (discussed further in Task 4)
- Identify GIS data overlay (Task 9) scope and requirements
- Discuss the communication plan for coordination and project administration with the Airport
- Establish an outreach plan for tenants, visitors, and non-aviation reliant businesses receiving surveys

- Discuss availability of current tourism reports at a county or local level

Economic Terminology

Key to the usefulness of any economic impact study is the use of clear, easy-to-understand terminology. In this scope of services and subsequent study, the following terms will be used to describe economic impact types and economic impact measures. It is important to note these terms are different than the terms used in the RFP but are generally accepted as common terms in economic impact studies.

- **Direct Economic Impacts of On-airport Activity** comprise the employment, payroll, and economic activity (output) of the airport administration and its on-site business tenants.
- **Direct Economic Impacts of Off-airport Visitor Spending** include the employment, payroll, and economic activity directly supported when out-of-town visitors who traveled through the airport spend money at businesses in the community. It is important to note the RFP for this study considers direct visitor spending impacts as “indirect impacts,” which differ from those described below.
- **Secondary Impacts** refer to the combined impacts of **Indirect Impacts**, which are generated when a portion of direct business revenues (output) is used to purchase goods or services from suppliers for the on-airport business, and **Induced Impacts**, which reflect the portions of airport and supplier employees’ incomes spent in the region to buy groceries, pay rent, and other living expenses. The RFP refers to Secondary Impacts as “induced impacts.”

Economic impacts are typically communicated through multiple measures. The following measures will be used to describe the economic impacts generated by the Airport:

- **Employment:** Total number of people employed, both full-time and part-time.
- **Payroll:** Total employment compensation, including wages, benefits, and taxes paid on behalf of employees (sometimes referred to as “labor income” or “total compensation”).
- **Output:** Total expenditures for airport administration, capital projects, and tenant sales of goods and services as well as visitor spending in hospitality-related sectors (also referred to as “output,” “sales,” or “economic activity/impact”).

The total impacts calculated for each measure are typically broken down into “on-airport” and “visitor spending.” Tax impacts and off-airport non-aviation business impacts will be presented separately from an airport’s total impacts. Using these terms, Kimley-Horn plans to present the impacts of the Airport as shown in the table below. All terminology will be discussed and agreed upon at the kick-off meeting to select the final terminology for the study. It is important that consensus on terminology is achieved early in the project for use in developing the surveys, Frequently Asked Questions (FAQ) document (discussed in Task 2), and communications toolkit (Task 10).

Impact Types	Impact Measures		
	Employment	Payroll	Output
Direct On-airport Activity			
Direct Off-airport Visitor Spending			
Total Direct Impacts			
Indirect Impacts			
Induced Impacts			
Total Secondary Impacts			
Total Impacts			

It is anticipated that the kick-off meeting would be held approximately two weeks after notice to proceed (NTP) is issued, providing sufficient time for Kimley-Horn to compile example tenant, visitor, and reliant business surveys and develop draft distribution letters. The Airport will be asked to compile information necessary to calculate on-airport impacts and contact necessary stakeholders, discussed further in Task 2 of this workplan. Key to this data gathering will be identifying data points that will be gathered from other municipal sources such as city GIS departments and Assessor-County Clerk-Recorder offices. Specific data points needed from these sources are discussed in subsequent tasks of this workplan.

This meeting and our experience conducting economic impact studies and understanding the questions that arise during and after the studies will be used to develop the FAQ (Task 10) that can be posted on the Airport's websites and used when communicating with on-site businesses, government officials, and the public.

Kimley-Horn will prepare meeting materials, including example surveys, list of potential topics to be assessed as unique impacts, a draft FAQ document, and an agenda for the meeting. Following the meeting, written summaries of the results including decisions made, follow-up action items, and other critical data obtained during the meeting will be provided to the Airport for review and comment.

Kimley-Horn Team Tasks:

- Schedule and prepare for a kick-off meeting
- Compile example surveys
- Prepare draft distribution letters
- Develop draft agenda
- Provide Airport with list of data needs
- Prepare draft FAQ document for Airport's review
- Conduct virtual kick-off meeting
- Prepare meeting summary

Airport Tasks:

- Compile data needed by Kimley-Horn team for study
- Confirm consensus on terminology
- Review draft FAQ document and provide comments
- Review example surveys and provide comments
- Review meeting agenda and summary and provide comments

- Review proposed list of topics to be assessed as unique impacts (Task 7)

Deliverables:

- Example surveys and draft distribution letters
- Agenda and meeting summary
- Draft and final FAQ document
- Preliminary list of topics to be assessed as unique impacts (Task 7)

Task 2: Conduct Surveys and Collect Data for Direct On-airport Impacts, Tax Impacts, and Valuation of Based Aircraft

Accurate data is critical to the success of any economic impact study, making data collection among the most important tasks of such an effort. Given that much of the data can only be obtained from primary sources such as airport staff, tenants, and reliant businesses, surveys are typically the primary instrument through which economic data is obtained. Surveys are typically customized based on whether the audience contributes to on-airport activities (airport administration or tenants) or off-airport activities (visitor spending and non-aviation businesses). Task 2 will focus on developing surveys targeted towards on-airport activities, while Tasks 3 and 8 will address visitor spending and off-airport non-aviation businesses, respectfully.

Task 2.1: Gather Data for Direct On-airport Impacts

Airport Administration Impacts

As the sponsor of the study, the initial data collection from the Airport will be obtained during or immediately after the kick-off meeting. Prior to the kick-off meeting, Kimley-Horn will provide a data request to the Airport representative to complete prior to the site visit. The data included in this request will be the basis for the subsequent surveys that will be conducted at the Airport and is anticipated to include:

- Airport administration employment and payroll for 2024
- Airport operating expenditures for 2024
- Annual Airport capital expenditures for 2021-2024
- Annual Airport fuel sales records for 2021-2024
- National Based Aircraft Inventory data – detail reports including aircraft type and tail number
- 2024 annual operational counts and/or flight tracking data (to be used in Task 3)
- List of on-site business tenants – with employment estimates for each (as back-up)
- List of businesses that base aircraft at the Airport, as available
- Tax information (discussed further in Task 2.2)

Annual airport capital expenditures and fuel sales data will be requested for the four years 2021-2024 to accommodate for any significant variations in a single year activity (i.e., large runway construction project increased capital spending but reduced fuel sales). The values will be averaged to represent a ‘typical’ year for each facility. From these ‘average’ expenditures, direct employment and payroll will be estimated using the IMPLAN econometric model, representing the construction jobs supported by those airport improvement projects.

Airport Business Tenant Impacts and FAQ Document

In addition to the activities of the Airport administration, business tenants make substantial contribution to total on-airport impacts. Therefore, a Business Tenant Survey will be developed to collect information

necessary to model total impacts. Businesses anticipated to be surveyed include all on-site aviation or aerospace businesses and all non-aviation business tenants that closely support aviation activity (e.g., rental cars).

It is essential that the Airport's businesses fully cooperate by providing the type of business and number of employees at a minimum, with a request to provide other information such as payroll (wages and benefits), capital expenditures, taxes paid, and other beneficial data. Kimley-Horn will not request tenant revenues or output because many businesses consider such data proprietary. Instead, output will be estimated using the IMPLAN model based on the number of employees and business type. Each business will also be asked if they have any examples of activities or services that would help demonstrate the unique contributions that the Airport has on the communities and region to start building the platform to conduct Task 7.

To facilitate participation in the data collection effort, a FAQ document will be developed prior to the on-site visit. The exact content of the document will be determined during the kick-off meeting, but Kimley-Horn anticipates it will describe the purpose and background of the study, summarize the project process and anticipated results, and explain how tenant data will be used. The FAQ document will include consistent basic information between all four study airports (i.e., purpose and process of the study, request for business participation) but will then be tailored to discuss specific considerations at each airport (i.e., SNS is updating the economic impact study from the 2020 economic benefit analysis). Kimley-Horn recommends the FAQ document specifically highlight that individual tenant data will not be presented in any report, and the results of the study will be aggregated at an airport-wide level.

All surveys will be developed in an online platform with a URL link provided in the distribution letter. In addition, it is recommended that a hardcopy and electronic fillable PDF form versions be created for the tenant surveys to allow business representatives to complete the surveys prior to or during the on-site visit.

Site Visits and Data Collection

Once the surveys are finalized and disseminated to the appropriate business representatives, Kimley-Horn will conduct in-person site visits at each study airport. In-person site visits increase the visibility of the study among business tenants; and, in a sense, put a face to a name for survey recipients, thereby improving overall participation. Each site visit is expected to last one day and include multiple components, described in further detail below.

- **Airport Administration staff meeting:** The site visit will begin with a meeting between Airport administration staff, including the Airport manager and a member of the Kimley-Horn team. During the meeting, data from the request discussed above will be collected if they have not been confirmed via email prior to the visit. Kimley-Horn will then confirm the list of on-site business tenants, contact information for their representatives, and estimate of tenant employment provided by Airport staff. Additionally, Kimley-Horn staff will discuss the following items with Airport staff to gather contextual information needed for subsequent parts of the study.
 - Aeronautical activities in 2024 to determine if they are representative of typical activities at each airport (i.e., no significant disruptions)
 - Unique impact topics to be explored in Task 7
 - Businesses that frequently rely on the Airport to conduct business

- **Business Tenant meeting(s):** Following the Airport administration meeting, a member of the Kimley-Horn team will meet with on-site business representatives to gather tenant survey responses. The Airport administration staff may schedule meetings with business tenant representatives at the Airport administration office, or Kimley-Horn can visit tenants at their respective place of business. Regardless, Kimley-Horn asks that Airport staff be present in the meetings to make introductions and facilitate coordination between our team and business representatives. During each tenant meeting, a member of the Kimley-Horn team will administer the tenant survey.
- **Airport Tour and Photos:** Economic impact study deliverables are better received when they are customized to include Airport-specific images and branding. As such, Kimley-Horn will conduct a tour of the Airport during the site visit to take up to date photos of the Airport to be used in the toolkit (Task 10). Alternatively, each Airport may provide marketing-level photos of their facilities and the activities that occur to be used in the deliverables.

Airport representatives will be asked to coordinate their schedules to allow Kimley-Horn staff to conduct the site visits on consecutive days with the other airports in the study, reducing travel expenses. Kimley-Horn asks Airport staff to notify all business tenants of the visit a minimum of two times prior to the meeting through their own existing distribution channels. To improve transparency and coordination, Kimley-Horn recommends an initial notification be sent at least two weeks prior to the visit to disseminate the FAQ document and tenant surveys, while the second be sent the day prior to the visit to remind representatives of the meeting. Kimley-Horn will provide draft language for the two initial notifications in addition to the FAQ document.

Following the site visit, Kimley-Horn will compile Airport administration and tenant survey response data into a single spreadsheet for the Airport. If any tenants are unable to complete their survey on the day of the visit, Kimley-Horn will make up to two outreach attempts via phone or email to gather the needed information. If data cannot be collected from tenants during the site visit or two subsequent follow-up attempts, the Airport will be asked to contact the non-responsive tenant(s) to obtain data. If information is still not collected (within two weeks of Airport contacting the tenant), employment estimates provided by Airport staff will be used to estimate tenant activities.

Once all data is compiled, Kimley-Horn will host a virtual meeting with the Airport to review the direct data obtained through the Airport data request and tenant survey responses. Confirmation of direct data is critical to the study as it directly influences the secondary and total impacts of the Airport. If direct data is believed to be inaccurate, Airport staff will be asked to provide corrected information or contact the business tenant to correct the issue.

Assumptions:

It is anticipated the data year will be 2024, the most recent full year of available data, given the proposed project kick-off of April 2025.

Kimley-Horn Team Tasks:

- Finalize and submit Airport data request
- Finalize and submit FAQ document
- Develop draft and final surveys
- Finalize and submit distribution letters
- Develop online, fillable PDF, and hard copy tenant surveys

- Conduct on-site visit with Airport administration and business tenants
- Develop estimates of direct tenant impacts for the Airport
- Summarize direct economic impact data for Airport's review

Airport Tasks:

- Complete Airport data request
- Participate in on-site visit
- Approve FAQ document and final tenant surveys for implementation (completed in conjunction with Task 2.1 but listed under Task 10 deliverables)
- Notify business tenants of site visit and disseminate FAQ document and tenant surveys
- Assist with data collection for unresponsive businesses
- Review and approve draft direct economic impact data

Deliverables:

- Electronic and hardcopy surveys and associated distribution letters (tenants)
- FAQ document
- Summary of direct on-airport economic impact data

Task 2.2: Calculate Tax Impacts

Beyond the direct activity of an airport's administration, business tenants, and visitors, additional impacts are generated in the form of tax revenues collected by the local, regional, state, and federal governments. To quantify these impacts, multiple data sources will be consulted to describe the taxable aviation activities, research relevant taxes collected by each level of government, and identify applicable rates for each tax. Kimley-Horn recognizes the following as known sources of aviation-related tax impacts:

- Income taxes paid by those whose jobs are supported by the Airport and visitor spending (federal and state)
- Taxes contributed by Airport businesses as available from Consultant's data collection
- Sales taxes paid by those whose jobs are supported by Airport and visitor spending (state, county and local)
- Sales taxes paid by visitors (lodging/retail/rental cars/other) (state, county, and local)
- Possessory income taxes from hangar, facility, and land leases
- Vessel taxes by aircraft owners

As part of the Airport data request described in Task 2.1, Kimley-Horn will ask Airport representatives to coordinate with their respective City Finance offices and Assessor-County Clerk-Recorder offices to provide historical tax data needed to model the above taxes, including:

- Possessory income tax rates and associated revenue records (2020-2024)
- Vessel tax rates and associated revenue records (2020-2024)
- Aviation fuel sales records and fuel taxes collected at the Airport (2020-2024)
- New aircraft sales tax receipts (2020-2024)

The following scope of services assumes the above listed data will be provided to Kimley-Horn for analysis. If such data cannot be furnished by the City Finance offices and Assessor-County Clerk-

Recorder offices, the corresponding tax impact will not be calculated as current and accurate tax receipts cannot be reliably gathered from other sources.

Similar to the capital expenditures and fuel sales records described in Task 2.1, multiple years of historic data is requested to complete the tax analysis to account for variations that could be caused by industry disruptions. Possessory, vessel, fuel sales, and aircraft sales tax impacts will therefore represent average impacts generated by the Airport between 2020-2024, while income and sales taxes will represent impacts generated by 2024 on-airport and visitor spending activities.

Once the background research has been conducted and the historic data collected, total tax impacts will be calculated using the IMPLAN model. Income and sales taxes will be modeled using the direct impacts captured in Tasks 2.1 and 3 as inputs. Vessel and Possessory taxes will be modeled using rates and revenue records provided by Assessor-County Clerk-Recorder offices. The total tax impacts will be separated into local and state sales taxes paid by companies, visitors and employees; state and federal income taxes paid by companies and employees; Social Security taxes paid by companies and employees, and other tax contributions (fuel taxes, possessory taxes, vessel taxes, sales taxes for new aircraft purchases. The results of the analysis will be communicated through a draft chapter to be included in the final technical report (Task 10).

Kimley-Horn Team Tasks:

- Research taxable aviation activities, relevant taxes collected by federal, state, regional (county and special district), and local governments, and applicable tax rates
- Develop estimates of total tax impacts
- Summarize the tax analysis results to be documented in technical report

Airport Tasks:

- Coordinate with City finance offices and Assessor-County Clerk-Recorder offices to obtain new aircraft sales tax receipts, and possessory income and aircraft vessel tax rates and 2020-2024 revenue records
- Provide 2020-2024 fuel sales records (as part of Task 2.1 Airport data request)
- Review tax analysis results and provide comments

Deliverables:

- Documentation of the total tax impacts for the Airport in the technical report

Task 2.3: Estimate Total Value of Based Aircraft at the Airport

Each Airport has a large number of based aircraft that lease storage space and generate operational and economic activity. Every type of based aircraft has a different value depending on age and aircraft model. These values will be determined through review of Assessor-County Clerk-Recorder office data detailing the assessed value of aircraft reported to be based at the Airport. If Assessor office data is not available for the Airport, VREF Aircraft Value Reference Guide data will be purchased, and aircraft values will be estimated based on their age and type. With the based aircraft inventory data provided by the Airport, the Kimley-Horn team will estimate the values and summarize for use in the final technical report. The results of the analysis will be documented in a draft chapter for use in the final technical report (Task 10).

Kimley-Horn Team Tasks:

- Review Assessor-County Clerk-Recorder offices' assessed aircraft valuation data
- Purchase one month's access to the VREF Aircraft Value Reference Guide (if Assessor-County Clerk-Recorder office data is not available)
- Estimate value of the based aircraft at the Airport
- Document the values in the technical report

Airport Tasks:

- Provide detailed based aircraft data (either N-numbers or types)
- Coordinate with Assessor-County Clerk-Recorder offices to obtain assessed aircraft valuation data, if available

Deliverables:

- Documentation of the value of based aircraft at the Airport in the technical report

Task 3: Conduct Surveys and Collect Data for Direct Off-airport Visitor Spending Impacts

Visitor spending often accounts for a substantial portion of an airport's total impacts. Visitor spending trends and statistics are often reported by a local or county Tourism Bureau and can be used to estimate the average level of economic activity generated by visitors arriving via air. If such data is available, KH will use the data to estimate an average amount of money spent per visitor per trip (referred to as the visitor spending profile).

Alternatively, current visitor spending impacts can be calculated by surveying visiting pilots and passengers to build a profile of average spending in common spending categories. If current tourism data is not available or sufficient for the Airport, Kimley-Horn will prepare a GA pilot and passenger survey in an online format to allow respondents to quickly and easily complete the survey. These surveys will request trip purpose, trip origin, length of stay, destination, approximate expenditures, and persons per aircraft (including pilots). The survey will include language so that reported spending is attributed to out-of-region visitors so as to capture new money entering the local economy through the Airport.

Kimley-Horn will develop fully designed posters with a brief explanation of the project, a QR code and survey URL to be posted in the FBO lobby, GA terminal building, pilot's lounge, restaurants, and any other locations with high visibility to incoming or outgoing pilots. The posters will maintain a consistent design between all four study airports but will be customized to discuss each airport and provide a unique link to the survey.

During the site visit, a Kimley-Horn team member will meet with FBO front desk staff to explain the purpose of the GA pilot and passenger survey and provide contact information for answering questions. As the Airport operates the FBO, Airport management will be asked to facilitate a meeting between front desk staff and members of the Kimley-Horn team. In this meeting, Kimley-Horn will coordinate with the FBO staff to place the posters in prominent locations around the airport terminal or FBO lobby. To maximize accuracy of the analysis, Kimley-Horn recommends the GA pilot and passenger survey be deployed as long as possible to gather a statistically valid sample size. Therefore, this task will be initiated at the site visit and run concurrently with other tasks before being completed.

At the conclusion of this task, the survey results will be vetted to remove invalid responses and averaged to calculate the visitor spending profile. Then, using the operational data provided by the Airport in Task

2.1, direct visitor spending impacts for the Airport will be summarized and sent to Airport staff for review and comment. This review is critical so that the data provided by others are appropriate based on knowledge of the various activities at the Airport.

Kimley-Horn Team Tasks:

- Review tourism data, if available
- Develop GA pilot and passenger survey posters and postcards
- Develop online GA pilot and passenger survey
- Meet with FBO management and FBO/Airport front desk staff to promote GA pilot and passenger survey
- Develop estimates of visitor spending and number of visitors
- Summarize direct visitor spending impact data for the Airport's review

Airport Tasks:

- Coordinate with FBO management to place posters in FBO or airport terminal lobbies
- Approve GA pilot and passenger survey for implementation
- Coordinate with FBO and Airport front desk staff to promote GA pilot and passenger survey
- Review draft visitor spending impact data

Deliverables:

- GA pilot and passenger survey poster and postcards
- Summary of visitor spending impacts

Task 4: Estimate Secondary Impacts

Direct on-airport and visitor spending activities generate secondary impacts as money spreads from the Airport to suppliers and workers in the community. Indirect and induced impacts, collectively referred to as secondary impacts, are calculated using the IMPLAN economic model. During the kick-off meeting, Kimley-Horn will discuss and determine the study region to be used to calculate secondary impacts.

IMPLAN data will be purchased for the study region of Monterey, San Benito, and Santa Cruz Counties. As an option, Santa Clara County can be included in the IMPLAN dataset at no extra cost to reflect the close economic and social relationship between the Monterey Bay area and the southern San Francisco Bay area. The data is presented at both the county-specific level and as a combined region, allowing secondary impacts to be modeled for the immediate county or the larger region. Modeling at a regional level captures secondary impacts that may not be included in a county-specific analysis (i.e. an aviation supplier in Monterey County will not be included if impacts are only modeled for San Benito County). The Airport can select a region that is different from the other three study airports so long as the IMPLAN dataset does not exceed 5 total counties. It should be noted the prior economic benefit analysis for SNS modeled impacts using Monterey County-specific IMPLAN data. Once the study region is selected, Kimley-Horn will calibrate the IMPLAN model and calculate secondary impacts using the direct data collected in Tasks 2 and 3 as inputs.

Kimley-Horn Team Tasks:

- Calibrate IMPLAN model for the Airport's preferred study region that includes Monterey, San Benito, and Santa Cruz counties, or another region determined in the kick-off meeting to estimate indirect and induced impacts for the direct inputs identified in Task 2
- Document the results of the indirect and induced impacts analysis in the technical report

Airport Tasks:

- None

Deliverables:

- Documentation of the results of the indirect and induced impacts analysis in the technical report

Task 5: Determine Total Impacts

The total annual economic impacts of the Airport are determined by summing the prior categories or types of impact (direct on-airport, direct visitor spending, indirect, and induced impacts [or secondary impacts]) and by impact measure (employment, payroll, and output) as previously outlined in Task 1.

Kimley-Horn Team Tasks:

- Document the results of impacts for types of impact and impact measure to derive total annual economic impacts in the technical report

Airport Tasks:

- None

Deliverables:

- Documentation of the results of the total impacts analysis for the Airport in the technical report

Task 6: Calculate Impact on Nearby Real Estate

Airports can impact property values in the immediate surrounding area, whether positively, where warehouse or commercial real estate may be more valuable due to their proximity to a transportation hub, or negatively, where houses may be less valuable due to their exposure to aircraft noise. Kimley-Horn will evaluate how a residential property's value is impacted by its proximity to the Airport using county assessed home values and Airport-provided noise contours.

To evaluate these impacts, Kimley-Horn will develop a GIS overlay based on the most recent noise contours for the Airport depicting the 55, 60, and 65 decibel (dB) CNEL contours, as available. New noise contours will not be developed as part of this analysis. Then, using property valuation data obtained from the Assessor-County Clerk-Recorder offices of Monterey, San Benito, and Santa Cruz Counties, a sample of property values will be taken in each contour boundary to determine the average home value. If noise contours are not available or do not extend off Airport property, Kimley-Horn will examine the values of homes inside a one-miles radius of the Airport property line. Subsections set at one-quarter and one-half mile radii will help determine the relationships between home prices and the proximity to the Airport.

Airport representatives will be asked to provide the most recent noise contours in a GIS shapefile or other format capable of being traced to develop a GIS overlay. The Airport will also be asked to initiate and facilitate coordination between the Kimley-Horn team and the Assessor-County Clerk-Recorder offices to gather property valuation data. If such data is not available, the Kimley-Horn team will use commercially available house pricing data (e.g., Zillow), understanding it will likely produce a smaller sample size and a less comprehensive analysis.

Kimley-Horn Team Tasks:

- Develop GIS layer with Google Earth base to identify properties within 55, 60, and 65 CNEL noise contours for the Airport
- Calculate average residential property values in each noise contour
- Document the results of the impacts to real estate analysis in the technical report

Airport Tasks:

- Provide most recent noise contours in GIS or another traceable electronic format
- Coordinate with Assessor-County Clerk-Recorder offices to obtain property valuation data

Deliverables:

- Documentation of the results of the property value impact analysis in the technical report

Task 7: Assess Unique Impacts

While the estimation of the direct, secondary, and total economic impacts of the Airport is a primary outcome of the study, this only captures a portion of the overall contributions the Airport makes to its community and the region. Community and social benefits, including specific stories on businesses or other activities provide additional support for the Airport to communicate the total contributions made to the cities and communities. This support is useful as the Airport seeks continued investment in capital improvements to continue realizing the substantial benefits that the Airport provides. In Task 7, Kimley-Horn intends to capture stories of the unique qualitative impacts that make the Airport so important in the region.

During the kick-off meeting, suggested topics and other unique stories or qualitative impacts stemming from the operations of the Airport or its on-site businesses will be discussed. Potential topics to be discussed include:

- Joby AAM Manufacturing
- Skydive Monterey Bay

Information about unique impacts will also be sought through the surveys that are disseminated to tenants, visitors, businesses with based aircraft, and businesses that rely on aviation. During the site visit discussed in Task 2.1, Kimley-Horn will discuss the information provided by the Airport and survey respondents to finalize a list of topics to be reviewed.

At the Airport's discretion, unique impacts will be documented in one of two ways: (1) Kimley-Horn will develop standalone white papers (maximum of two), each focused on one topic and including firsthand information gathered from interviews, or (2) a single draft chapter that touches on multiple topics with information gathered from desktop research and Airport-provided information.

If the standalone white papers (Option 1) are selected, the Kimley-Horn team will conduct additional research and host virtual interviews with people or businesses closely associated to the activity, as identified by Airport staff or during the site visit. Contact information will be collected during the data collection effort of Tasks 2 and 3, however, Airport representatives will be asked to provide contact information if another party would be best suited to give information about the activity. Following the interviews and desktop research, Kimley-Horn will develop a one-to-three page draft and final whitepaper highlighting each story with quotes and pictures, as appropriate. The white paper will be provided to the Airport in an electronic printable format separate from the technical report (preferably PDF) to allow for the stories to be printed hard-copy or posted to the Airport websites or social media pages. The white papers will be combined in a single appendix to be included in the technical report.

If a single draft chapter is selected (Option 2), Kimley-Horn will conduct desktop research and use information gathered during the site visit and tenant outreach process to document the unique activities identified by the Airport staff. Each topic overview will be less than one page in length and capture how the activity or tenant contributes to the unique impacts of the Airport. Additional outreach or interviews with tenants will not be conducted beyond the site visit and follow-up process described in Task 2. The stories will be compiled, resulting in a draft chapter to be included in the technical report. Additionally, the stories will be highlighted in the Airport's brochure/primer (Task 10).

Kimley-Horn Team Tasks:

- Include questions regarding qualitative impacts in the surveys and seek information during interviews with tenants and others
- Conduct desktop research and interviews with key stakeholders (Option 1 only) for up to two stories per Airport
- Develop appendix for technical report (Option 1)
- Develop two 1-3 page white papers summarizing each story topic (Option 1) or develop a single draft chapter summarizing multiple story topics (Option 2)

Airport Tasks:

- Work with the Kimley-Horn team to identify the specific topics that will be addressed in this task
- Provide contact information for key stakeholders, as appropriate, and encourage Airport tenants and known users to provide stories and information on unique benefits

Deliverables:

- One-to-three page white paper per each topic combined to serve as an appendix to the technical report (Option 1) or single draft chapter with an overview of multiple topics highlighting unique impacts with appropriate quotes and pictures (Option 2)

Task 8: Assess Benefits to Non-Aviation Businesses

In addition to the activities of on-airport businesses and visitors discussed in Tasks 2-5, other non-aviation businesses typically located off-airport rely on aviation for purposes such as shipping goods, receiving manufacturing parts and/or imports, transporting their personnel, and receiving vendors or customers visiting their business via air. To measure the economic activity these businesses generate, an electronic survey will be distributed to as many as 100 businesses that rely on the Airport. During the site visit, Kimley-Horn will ask Airport staff to identify businesses that have based aircraft (but have no

employees) at the Airport and other businesses that are known to use the Airport through coordination with FBO staff.

A survey of non-aviation businesses will be developed for electronic distribution. The survey will request information about the number of people the company employs in the county and the percentage of their business that is reliant on aviation. Kimley-Horn will request that the Airport or appropriate City office send the surveys from an official email address to improve response rates.

If these businesses identified by the Airport do not provide a sufficient a pool, additional data will be gathered from ESRI's Business Analyst tool. Business will be identified as being reliant on the Airport based on their North American Industry Classification System (NAICS) classification identified by the Business Analyst tool. Up to 12 industries will be included based on Kimley-Horn's experience identifying businesses that typically use aviation for passenger travel and freight shipments.

Employment data will be collected for each business from ESRI and assumptions of what percentage of the business's total sales are reliant on the Airport. The employment data gathered from the survey and ESRI (if necessary) will then be used to model additional impacts using the IMPLAN model. The results will be used to illustrate the importance of general aviation to the regional economy but will be reported separately from the impacts calculated in Task 2-5 as they cannot be directly attributed to Airport activity.

Kimley-Horn Team Tasks:

- Compile list of businesses with based aircraft and other businesses reliant on the Airport from Tasks 1 and 2
- Develop the off-airport business survey and transmittal letter for distribution email
- Depending on the results of the survey, gather business data from ESRI Business Analyst tool to supplement dataset
- Model non-aeronautical business impacts in IMPLAN using survey results
- Document the non-aeronautical business impacts results in the technical report

Airport Tasks:

- Provide list of businesses and contact information for those with based aircraft at the Airport or that frequently use the Airport to do business (transport goods, personnel, or customers)
- Review the list of businesses that is compiled for survey distribution
- Review the off-airport business survey and provide comments
- Using an email prepared by Kimley-Horn, distribute the surveys from the Airport's email addresses or another City organization that is likely to increase the response rate on the surveys

Deliverables:

- Documentation of the non-aviation business impacts results in the technical report

Task 9: Develop and Provide GIS Overlay

The data collected and compiled during the study will be prepared for integration into each City's GIS system. With assistance from Airport representatives, the Kimley-Horn team will coordinate with the City's GIS Administrator to confirm the preferred format. The GIS overlay will include a point feature class of the Airport containing attribute tables with the Airport's name, three letter identifier, latitude of

the airport reference point, longitude of the airport reference point, and a primary key. Additional tables associated with the point feature class will be included to contain total economic impacts and other data (direct and secondary impacts) developed during the study. The scope and details of this task will be discussed during the kick-off meeting so that a data set and format can be agreed upon for the Airport. If available, Kimley-Horn asks that the City's GIS Administrator participate in the kick-off meeting to provide input on the GIS deliverable.

Optional Deliverables: Additional GIS Point Feature Classes

At the Airport's discretion, Kimley-Horn will develop additional point feature classes to supplement the core study information (direct, secondary, and total economic impacts) presented in this task. Optional feature classes include:

- Impacts on nearby real estate (Feature class displays noise contour boundaries in feature class)
- Unique impacts (Feature class includes links to study documentation [Task 7] or resources if the impact is associated with a specific on-airport business or geographic location)
- Airport business tenants on site (not including business-specific impacts or economic information given the proprietary nature of such data)

The optional feature classes would be delivered to the Airport in the same format as the primary feature class described above. Kimley-Horn will discuss with the Airport during the kick-off meeting if additional feature classes are desired and what data would be included therein. Additional feature classes including those listed above or other of the Airport's choosing can be requested but require an addition to the task budget.

Kimley-Horn Team Tasks:

- Coordinate with Airport on preferred format of data for integration in City GIS system
- Discuss data and considerations for GIS integration during kick-off meeting
- Develop point feature class for City to integrate into GIS system

Airport Tasks:

- Confirm content to be included in point feature class after kick-off meeting and prior to developing the GIS layers
- Coordinate with City's GIS Administrator and invite to the kick-off meeting to provide input on the GIS deliverable

Deliverables:

- GIS point feature class containing Airport name, identifier, latitude and longitude airport reference points, primary key, and economic impacts (direct, secondary, and total) for integration into City GIS systems

Task 10: Develop an Airport Economic Impact Toolkit

Economic impact studies only benefit airports if their results are effectively communicated to the appropriate audiences. Developing an AEIS toolkit with multiple tools that can be tailored will be essential to reach a wide range of audiences, including elected officials, existing or prospective tenants, local businesses, and the public. In order to assist with economies of scale, the layout of the tools will be

the same between the four study airports, but the colors, logos, photos, and information will be tailored to each individual airport. This task identifies the following tools for development:

PowerPoint Presentation

A Microsoft PowerPoint presentation will be developed that provides an easily understandable platform for use in communicating Airport economic, and social and community impacts. This presentation can be structured to include specific messages (“Economics 101” or “Airports are an Economic Engine”) but will at a minimum introduce the study and associated terminology, describe the methodology, and present the quantitative and qualitative economic impacts of the Airport. One general template will be provided for all airports included in the larger study, with the specific results of the Airport included in the final presentations. It is anticipated the presentation will include 20-30 slides of content to provide approximately 30 minutes of material. The presentation will be provided in a printable and editable electronic PowerPoint format (.pptx).

Technical Report

The technical report will be the primary method of communicating the results of the study to its intended audiences, documenting the analyses described in each task. A unique technical report will be developed for the Airport to document the direct, secondary, and total impacts as well as the unique stories and attributes that support the Airport’s contribution to their communities. The technical report will summarize the methodology, data collection, and total impacts, as well as the impacts to nearby real estate and the benefits to non-aviation businesses. To achieve economies of scale, common elements of the technical report will be shared between all airports in the study. Potential sections to be shared include the definition of economic terms, description of the study data collection process (i.e. surveys), and modeling methodology. The technical report will include a fact sheet summarizing the Airport’s based aircraft and operational activity for 2024, representing a ‘typical day at the Airport.’ It is anticipated the technical report will be approximately 30-40 pages in length to include the narrative and graphics developed as draft chapters throughout the course of the project. The technical report will be provided in a printable electronic format, preferably PDF.

Executive Summary

Executive summaries are typically used to quickly and effectively communicate the results of an impact for a wide range of audiences. As such, Kimley-Horn will develop a text-oriented executive summary with narrative and graphics customized for the Airport to briefly summarize the process and methodology of the study and present the impacts of the Airport. The executive summary will also include highlights of unique impacts assessed in Task 7. The executive summary will be provided as a preface to the technical report in a printable electronic format, preferably PDF. However, the Executive Summary will be formatted within the technical report in such a way to allow it to be extracted as a standalone document, if desired.

Primer/Brochure

A professionally designed and graphically focused primer or brochure will be developed for the Airport, summarizing the study results in a user friendly and non-technical format. It is expected that a common primer/brochure template will be developed for all four study airports, with similar graphical themes, structure, and messaging of common components (i.e., economic terminology, project methodology). From this template, the primer/brochure will be customized to include Airport-specific photos, messaging, and economic impacts. As available, pictures will be used specific to the Airport, as well as the Airport’s logo and colors. The primer/brochure will describe the technical report and direct,

secondary, and total economic impacts, with additional information on how to use the study results. The primer/brochure will be provided in a printable electronic format, preferably PDF. The primer/brochure will be prepared in InDesign for graphic purposes.

FAQ Document

An FAQ document will be developed for dissemination in Task 2.1 and included in the overall toolkit. The contents of the FAQ document will be determined in Task 1. The FAQ document will be provided in a printable electronic format, preferably PDF. The FAQ document will be similar in structure for all four study airports but will be tailored to discuss specific considerations at the Airport.

Regional Overview Brochure

At the Airport's discretion, Kimley-Horn will develop a common 'regional overview' brochure describing the combined total economic impacts of all four study airports. This component will acknowledge the unique relationships the four airports have in the larger region given their overlapping catchment area and market base in the Monterey Bay area. The regional overview will be documented as a standalone brochure. The brochure will use similar design elements to the airport-specific primer/brochure but will be customized to more easily differentiate between the products. The regional overview brochure will be provided in a printable electronic format, such as a PDF. Like the primer/brochure, the regional overview brochure will be prepared in InDesign for graphic purposes.

Optional Deliverable: Animated Flight Map

An airport's 'reach' can sometimes be difficult for members of the community to understand if they do not regularly use the goods and services provided by the Airport or its tenants. Illustrating the geographic connections made by aircraft operations can help demonstrate the value the Airport brings to the community it serves. In this optional deliverable, Kimley-Horn will provide an animated map that depicts routes flown by aircraft to and from the Airport using data collected by the Federal Aviation Administration's (FAA) Traffic Flow Management System Counts (TFMSC) system. The animated map will be provided in a video file (.MP4) file format and can be included in the Airport PowerPoint or GIS Overlay if the Airport wishes. The animated flight map can be developed at an additional cost to the originally submitted budget.

Kimley-Horn Team Tasks:

- Prepare draft Airport-specific PowerPoint presentation for Airport's review
- Prepare draft combined Technical Report in PDF for Airport's review, including Fact Sheet summarizing based aircraft and operations
- Prepare draft Airport-specific Executive Summary in PDF for Airport's review
- Prepare draft Airport-specific Primer/Brochure in PDF for Airport's review
- Prepare draft Regional Overview Primer/Brochure in PDF
- Prepare final Airport-specific Presentation in PowerPoint format
- Prepare final Airport-specific Technical Report in PDF, including Fact Sheet
- Prepare final Airport-specific Executive Summary in PDF
- Prepare final Airport-specific Primer/Brochure in PDF
- Prepare final Regional Overview Primer/Brochure in PDF

Airport Tasks:

- Review draft PowerPoint presentation and provide comments
- Review draft Technical Report, including Fact Sheet, and provide comments
- Review draft Executive Summary and provide comments
- Review draft Primer/Brochure and provide comments

Deliverables:

- Airport-specific presentation in PowerPoint format (one per Airport)
- Airport-specific Technical Report in PDF (one per Airport)
- Airport-specific Executive Summary in PDF (one per Airport)
- Airport-specific Primer/Brochure in PDF (one per Airport)
- Regional Overview Primer/Brochure in PDF

Task 11: Documentation and Coordination

Documentation will be prepared and coordination efforts undertaken throughout the course of the AEIS for successful completion. Draft chapters will be developed for key components of the study and provided to the Airport for comment. At the conclusion of the study, the draft chapters will be compiled into a single technical report for the Airport containing a narrative that details the study approach, methodologies used, data gathering processes, and overall survey methods. As discussed in Task 10, the technical report will include the following components, each of which will contain information specific to the Airport:

- Direct, indirect, and induced impacts as they relate to economic activity (output), earnings (payroll), and employment supported by the Airport
- Graphic and written descriptions of the Airport's economic value to the local community
- A Fact Sheet that includes the number of based aircraft and annual aircraft operations
- Supporting illustrations, including charts, graphs, tables, and maps to support the study findings and narrative text
- Unique stories about economic, social and community benefits (qualitative data)

The PowerPoint presentation developed in Task 10 will serve as the basis for a formal presentation to the City of Marina Council. A Kimley-Horn team member will virtually attend up to one meeting per Airport to present the results of the study and answer questions as appropriate.

All documentation will be provided in electronic printable format. With the exception of the business tenant surveys discussed in Task 2.1, no hard-copy deliverables will be provided. At the Airport's request, Kimley-Horn can assist in printing hard copies of the technical report, primer/brochure, or other deliverable. However, any printing beyond the business tenant surveys will require an addition to the task budget.

It is anticipated that bi-weekly coordination calls will be held between the Kimley-Horn team and the four airports to discuss the study progress, any issues, and data needs, as appropriate given the timing of the calls. These calls will help to make certain constant coordination and progress toward completion of the study. Other coordination efforts will include calls to discuss reviews of draft documentation and any other issues that arise relative to the AEIS.

Kimley-Horn Team Tasks:

- Conduct virtual presentation to the City of Marina Council.
- Conduct bi-weekly conference calls with the four airports

Airport Tasks:

- Provide notice of the dates of City of Marina Council meetings for coordination with the consultant
- Participate in bi-weekly conference calls with the Kimley-Horn team

Deliverables:

- No additional deliverables

Task 12: Future Economic Impact Estimate

This analysis would estimate the economic impacts of the airport if it were to be developed based on current or future plans, including an extension of the runway and development of new hangar facilities. The future economic impacts would be split into two components: 1) future construction and total economic impacts, and 2) future tax impacts.

Task 12.1 Future Construction Impacts and Total Economic Activity

Construction impacts will evaluate the economic activity generated by the direct expenditures spent to build the improvements (e.g., construction and supplier jobs are supported by the improvement projects, thereby generating ripple effects in the local economy). The future economic impact analysis will then estimate the additional economic impact generated from the operation of these new facilities (i.e., increased Airport staffing to support additional traffic, new businesses operating onsite, additional visitor spending from new aircraft operating at the Airport).

To complete this, the consultant will gather data from the Airport necessary to estimate future direct impacts, as described in the following bullets:

- Current or preferred plans for hangar development (could include master plan/ALP layouts, agreements or proposals from corporate businesses, or a ‘wish list’)
- Best available cost estimates for the 2,317’ runway extension construction and hangar development construction.¹
- Timeline for hangar development and runway extension to be completed along with aviation activity forecasts (aircraft operations and based aircraft) from most recent master plan/ALP.
- Projected critical aircraft type associated with extended (5,800’) runway.
- Assumed/preferred business tenant types for new hangar developments (If available, please provide a rough estimate of projected employment [i.e., a corporate flight department has indicated they will station a crew and maintenance staff at OAR, totaling 5 employees]).
- If available, visitation estimates from Monterey Car Week or other tourism data to demonstrate ‘lost’ activity due to OAR not being able to accommodate some jet traffic.

Once the available data is collected, the consultant will research additional information to form assumptions of on-airport employment and operational activity needed to calculate economic impacts in the IMPLAN model. Key assumptions that will be made for the purposes of this analysis include:

¹ An adjustment to the task budget and schedule will be required if cost estimates cannot be provided by the Airport.

- Total capital improvement expenditures related to making improvements.
- Increased airport sponsor (FBO) employment to accommodate additional activity.
- Number and type of ‘new’ businesses on the airport as a result of the improvements, along with the number of employees per business.
- Additional annual visitor spending resulting from improvements based on:
 - Frequency of ‘new’ larger aircraft operations
 - Average number of pilots and passengers arriving per ‘new’ operation
 - Average spending per visitor (adjusted from current visitor spending profile described in **Task 3**)

These assumptions will help determine the direct data input into the IMPLAN model to determine secondary and total impacts. The consultant will report the impacts of construction as a standalone estimate of economic activity generated over a given period while the improvements are implemented. Subsequently, the consultant will add the impacts of future activity to the total impacts determined in **Task 5** to estimate a future total economic impact of OAR if all improvements are made. The results of these two analyses will be presented as a section in the executive summary and technical report discussed in **Task 10**. To maintain design consistency with the other airports, the results of this task will not be presented in the primer/brochure.

Kimley-Horn Team Tasks:

- Identify current on-airport and visitor spending impacts from Task 5.
- Compile and verify data provided by Airport.
- Research needed information to estimate on-airport and visitor spending impacts.
- Make assumptions about future Airport and tenant employment, future visitation and spending, and capital expenditures.
- Model construction impacts and impact of future aviation activity.
- Document results in technical report.

Airport Tasks:

- Complete Airport data request, including:
 - Runway extension cost estimate
 - Preferred design concept and cost estimate for hangar development
 - Preferred/assumed businesses associated with
 - Timeline of hangar and runway extension completion
 - Forecast of based aircraft and operations
 - Future critical aircraft (based on a 5,800’ runway)
 - Preferred composition of new on-airport business tenants, as available.
 - Tourism data, as available
- Review assumptions

Deliverables:

- Documentation of the results of the future impacts analysis for the Airport in the technical report

Task 12.2: Future Tax Impacts

In addition to generating economic activity in the community through additional employment and visitor spending, the improvements are likely to increase the government revenues generated by income, sales, and possessory taxes collected at the Airport. To quantify this, the consultant will use the results of **Task 2.1**, and the assumptions established above to estimate future tax impacts. The current tax impacts will be increased by a ratio equal to the assumed increase in employment (for income and on-airport sales taxes), visitors (for visitor spending sales taxes), and based aircraft (for possessory and vessel taxes). This ‘scale up’ will represent the total tax impacts generated by the Airport once all improvements are operational. The tax impacts of the construction process will not be calculated. The consultant will document the results of this analysis in the technical report, but the impacts will not be presented as a portion of the future total impacts since there is potential overlap in activity.

Kimley-Horn Team Tasks:

- Identify current on-airport and visitor spending impacts from Task 5
- Compile assumptions of future employment, visitor spending, and based aircraft.
- ‘Scale up’ tax impacts from current impacts determined in Task 6.
- Document results in technical report.

Airport Tasks:

- Review assumptions of future employment, visitor spending, and based aircraft.

Deliverables:

- Documentation of the results of the future tax impacts analysis for the Airport in the technical report

Additional Information

1. Assumptions:

- a. The scope and fee are based on the participation of the four airports (Salinas, Hollister, Watsonville, and Marina). If one or more airports choose to not participate in the study, then the project fee will be revised to reflect the accurate price for expenditures to be split between the four airports.

2. Additional Services

- a. Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services may include:
 - i. Optional Deliverables:
 1. *Additional GIS Point Feature Classes (Task 9)*
 2. *Animated Flight Map (Task 10)*

3. Owner's Responsibilities

- a. Provide copies of all existing pertinent records/reports/studies in its possession.
- b. Assist in site visit and business tenant meetings.
- c. Participate in meetings and planning activities.
- d. Timely review and response (2 weeks from receipt).
- e. Print hard copies of deliverables for their own use.
- f. Perform additional responsibilities as detailed in contract terms and conditions and above scope of work.
- g. The Kimley-Horn team and its Subconsultants shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the Client.

COMPENSATION/SCHEDULE OF PERFORMANCE:

Compensation shall be based on a lump sum fee of \$55,200, not including optional or additional services. Kimley-Horn will not exceed this amount without prior authorization from the Client. Labor fees will be invoiced monthly based upon the overall percentage of services performed.

Progress payment invoices shall reference the project name and project code.

Address invoices to: Attn. Melissa Orduno. Invoices can be emailed to morduno@cityofmarina.org and copy to adarian@cityofmarina.org.

FORMAT & SCHEDULE OF DELIVERABLES:

All deliverables shall be provided to the CITY in PDF digital file. All close out documentation shall be submitted to the City in digital format.

Services by Kimley-Horn assumes that all work will be complete, and this Task closed out within nine months of the NTP issuance, contingent on timely data collection and reviews by the Airport.

GEOGRAPHIC LIMITS:

Work is located in the City of Marina in the City of Marina, CA

Contract shall perform services on the above-described project as provided herein and in the Agreement. This Service Order shall not be binding until has been properly signed by both parties. Upon execution, this Service order shall supplement the Agreement as it pertains to the project described above.

IN WITNESS WHEREOF, this Service Order has been executed under the provisions of the Agreement on the date(s) given below. By the signatures below, the parties hereto agree that all terms and conditions of this Service Order and the Agreement shall be in full force and effect. In accordance with Section 1(c) of the Agreement, this Service Order shall be incorporated by this reference as an integral part of **ATTACHMENT A** to the Agreement.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF MARINA

By: _____

By: _____

Name: _____

Name: _____

Its:

City Manager

Date: _____

Date: _____

April 9, 2025

Item No. **10g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 15, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-,
APPROVING AN AGREEMENT WITH RINCON CONSULTING FOR
GEOGRAPHIC INFORMATION SYSTEM (GIS) AND GRANT WRITING
SERVICES IN AN AMOUNT NOT TO EXCEED \$50,000 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 Rincon Consulting to provide geographic information system (GIS) and grant writing services in an amount not to exceed \$50,000; 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.

ANALYSIS

GIS Services-On February 4, 2025, city staff presented the work Rincon Consulting has been performing to enhance the city's geographic information system (GIS) platform. Since 2022 when Rincon was brought under contract, GIS layers have been created to enhance the community development department by providing an interactive zoning and general plan map, council district layers, police beat layers and most recently displaying the California Department of Forestry (CAL FIRE) hazard zone maps. With a substantial amount of new development occurring the next phase of the GIS program has been to partner with the Marina Fire Department to accurately map the Big Three Development Projects (Dunes, Sea Haven, Marina Station). This is in addition to the ongoing GIS work the City of Marina needs including preparing recusal maps for commissioners, refining the coastal zone maps, and ensuring compliance with Assembly Bill 2907. To complete these tasks, additional contract authority needs to be provided by the City Council so the City can continue to partner with Rincon Consulting for GIS services.

Grant Services-In June 2024 the City was awarded a \$300,000 United State Environmental Protection Agency (US EPA) Targeted Brownfield Assessment (TBA) grant to investigate hazardous building material and soil impacts within 1/3 of the Cypress Knolls area. Additionally, the city partnered with Rincon Consulting to apply for a (US EPA) Clean Up grant for five million dollars to help demolish and remediate a portion of the Cypress Knolls area. The application was due in October 2024 and the City will find out if we are awarded the grant in May of 2025. Additional TBA grant opportunities are available for Marina in 2025 to further investigate and remediate the Cypress Knolls area.

Finally, Rincon has assisted the City of Marina with applying for the Pro Housing Designation from the California Department of Housing and Community Development (State HCD). Our application has been reviewed, we have met with HCD staff and are revising the grant application accordingly.

If Marina receives the Pro Housing Designation, we will receive a higher rating and more points for other grant opportunities to assist with the implementation of the Downtown Specific Plan.¹

ENVIROMENTAL REVIEW

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

FISCAL IMPACT

The contract for grant writing and GIS services will be paid for from cost savings from vacancies within the Community Development Department.

CONCLUSION

City staff are recommending approval of the contract so work can begin in earnest to further enhance the City's GIS capabilities and grant writing opportunities.

Respectfully submitted

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

REVIEWED BY:

Layne Long
City Manager
City of Marina

¹ The Sustainable Transportation Planning Grant, the Infill Incentive Grant Program of 2007 (IIG-2007), the Infill Infrastructure Grant Program of 2019 (IIG-2019) and the Affordable Housing and Sustainable Communities Grant are all opportunities the City of Marina can apply for in the near term.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CITY
APPROVING AN AGREEMENT WITH RINCON CONSULTING TO CONTINUE
GEOGRAPHIC INFORMATION SYSTEM (GIS) AND GRANT WRITING
SERVICES AND FIND THIS ACTION IS EXEMPT FROM CEQA PURSUANT
TO SECTION 15061(B(3) OF THE CEQA GUIDELINES.

WHEREAS, on February 4, 2025, the City Council received a presentation from city staff and Rincon Consulting about the ongoing geographic information system (GIS) work Rincon has performed for the City of Marina; and

WHEREAS, the city is actively seeking out grant opportunities to implement the Downtown Specific Plan; and

WHEREAS, the city has a pending application with the California Department of Housing and Community Development (State HCD) to receive the Pro Housing Designation; and

WHEREAS, the city would like to continue to utilize Rincon Consulting for grant writing and GIS services moving forward

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

1. Approve an agreement with Rincon Consulting to provide geographic information system (GIS) and grant writing services in an amount not to exceed \$50,000
2. Authorizing the City Manager to execute the agreement subject to final review and approval by the City Attorney; and
3. Authorizing the Finance Director to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 15th day of April 2025, 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

April 9, 2025

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 15, 2025

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO
YAMABE & HORN ENGINEERING, INC. OF FRESNO, CA FOR
ENGINEERING AND LAND SURVEYING SERVICES FOR DESIGN OF
THE INFRASTRUCTURE FOR THE WINDY HILL PARK RESTROOM
FACILITIES; AND AUTHORIZING THE CITY MANAGER OR
DESIGNEE TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO
FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY
ACCOUNTING AND BUDGETARY ENTRIES.**

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2025- authorizing a professional services agreement with Yamabe & Horn Engineering, Inc. of Fresno, CA for engineering and land surveying services beginning May 1, 2025, in an amount not to exceed \$49,000.00 for the design of Windy Hill Park restroom facilities.
2. Authorize the City Manager or designee to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

The City of Marina has long prioritized the improvement of public parks. To that end, the City Council has previously approved Capital Improvement Project QLP 2112, allocating \$1,100,000 for the purchase and installation of playground equipment, playground surfacing, and the construction of new restroom facilities at Windy Hill Park.

Installation of the new playground and playground surface begins Monday April 14, 2025, and is scheduled for completion by early June. The restroom facility will be ordered and built concurrently with the design and construction of the infrastructure for the restroom facility. Renderings of the playground and restroom are attached as **EXHIBIT D AND EXHIBIT E**.

ANALYSIS:

In alignment with the project's goals, Public Works staff engaged Yamabe & Horn Engineering, Inc., based in Fresno, CA, to provide a proposal for the engineering and land surveying services needed for the design of the infrastructure for the Windy Hill Park restroom facilities. Founded in November 1979 by Ronald Yamabe and Gary Horn, this firm brings over 46 years of experience in delivering engineering and surveying services to various cities, counties, and private developers.

Yamabe & Horn's proposal effectively meets the City's design requirements, showcasing a well-detailed and comprehensive scope of work. The team possesses highly skilled engineering staff, and their pricing is competitive and reasonable, making them a suitable choice for this essential project.

By approving this professional services agreement, the City Council will be taking a significant step toward enhancing Windy Hill Park, ultimately benefiting the community and fulfilling longstanding objectives for park improvements.

FISCAL IMPACT:

The total cost for the engineering and land surveying services is projected at \$49,000. This expenditure will be funded through the existing appropriations in Capital Improvement Project QLP 2112, ensuring no additional financial burden on the City's budget.

EXHIBITS:

Exhibit A – Windy Hill Park Project Exhibit

Exhibit B – Yamabe & Horn Proposal for Windy Hill Park Restroom Design

Exhibit C – Professional Services Agreement with Yamabe & Horn Engineering, Inc.

Exhibit D – Playground Rendering

Exhibit E – Restroom Rendering

Respectfully submitted,

Ismael Hernandez
Public Works Director
City of Marina

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF MARINA AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO YAMABE & HORN ENGINEERING, INC. OF FRESNO, CA FOR ENGINEERING AND LAND SURVEYING SERVICES FOR DESIGN OF THE INFRASTRUCTURE FOR THE WINDY HILL PARK RESTROOM FACILITIES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, the City of Marina has a long-standing goal of improving all public parks within the city, recognizing their importance for the community's quality of life; and

WHEREAS, the Recreation & Community Services Commission, in its 2003 annual report, identified the construction of permanent restroom facilities at Windy Hill Park as a priority; and

WHEREAS, the City's Parks & Recreation Facilities Master Plan, adopted on June 21, 2005, highlighted the necessity of restroom facilities at Windy Hill Park to better serve families with small children; and

WHEREAS, the City Council has already approved Capital Improvement Project QLP 2112 with a budget of \$1,100,000 allocated for the purchase and installation of playground equipment, playground surfacing, and restroom facilities construction; and

WHEREAS, Public Works staff have sought the services of Yamabe & Horn Engineering, Inc., a well-established firm with over 46 years of experience in engineering and land surveying, to assist with the Windy Hill Park restroom design project; and

WHEREAS, the proposal received from Yamabe & Horn Engineering, Inc. reflects their understanding of the City's needs and offers a detailed and reasonable scope of work; and

WHEREAS, the fiscal impact of this project is \$49,000, which will be funded through existing appropriations in Capital Improvement Project QLP 2112.

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

1. Adopt Resolution No. 2025- authorizing a professional services agreement with Yamabe & Horn Engineering, Inc. of Fresno, CA for engineering and land surveying services beginning May 1, 2025, in an amount not to exceed \$49,000.00 for the design of Windy Hill Park restroom facilities.
2. Authorize the City Manager or designee to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
3. 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 15th Day of April 2025 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

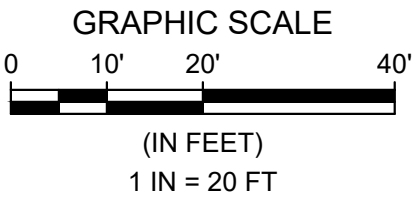
Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

NOTE:

- 1. ELECTRIC POWER SUPPLY TO BE DETERMINED.
POSSIBLE SOLAR PANELS TO SUPPORT WATER HEATER
AND SECURITY LIGHT.



APPROVED FOR CONSTRUCTION:

CITY MANAGER

DATE

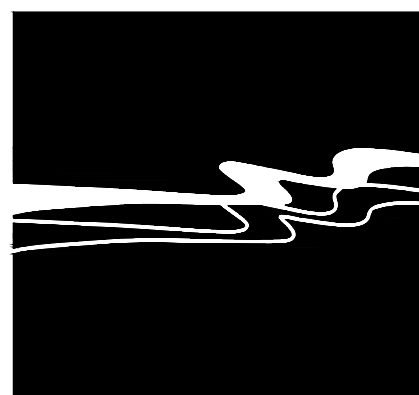


CITY OF MARINA

DEPARTMENT OF PUBLIC WORKS
211 HILLCREST AVENUE
MARINA, CA 93933

SCALE: HORIZ: 1" = 10'
VERT: N/A

ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS



WALLACE GROUP

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

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

PROJECT ENGINEER

PLANS APPROVAL DATE



REVISIONS					
NO.	BY	DATE	DESCRIPTION	APPROVED BY	DATE
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WINDY HILL PARK IMPROVEMENTS

CONCEPT PLAN

EX-1

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER	DATE	SHEET	OF
EMP	EMP	EMC	1585-0001-2112	12/11/2024	1	1



Mr. Ismael Hernandez
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

February 28, 2025

RE: *Windy Hill Park Improvements – Installation of Prefabricated Restroom*

Dear Ismael,

Yamabe and Horn, Inc. (Y&H) is pleased to submit this proposal to provide civil engineering and land surveying services for the above-referenced project. The scope of our services will be to prepare Onsite Improvement Plans to support the installation of a prefabricated restroom building being procured separately by the City of Marina. Our proposal for these services is based on the Concept Plan by Wallace Group, dated December 11, 2024, and include the following items of work:

1. UTILITY & PROJECT COORDINATION

- A. Coordination with the local utilities, including, but not limited to, Marina Coast Water District and PG&E, is required in order to provide new utility service to the proposed facility. Y&H and/or its subconsultants will work with those utilities to gather information, coordinate requirements, submit applications, and aid in permitting (if needed) to secure those services.
- B. We will attend up to 3 meetings with the Client, its consultants, and/or building manufacturer as may be required for project planning and coordination. It is assumed that permitting of the restroom building itself will be handled internally by the City, if needed.

2. ONSITE IMPROVEMENT PLANS & COORDINATION

- A. TOPOGRAPHIC SURVEY – We will provide a topographic survey of portions of the existing park as needed to get a detailed understanding of the existing grades, utilities, and constraints at the site. Y&H will coordinate with the City of Marina for benchmark and datum information needed. Y&H does not anticipate providing any boundary survey for this project.
- B. ONSITE GRADING PLAN – Perform final grading, drainage, and ADA facility design for the site preparation components of the project and prepare a Grading and Drainage Plan for the improvements. It is assumed that site demolition requirements can be handled on the same plan as the proposed grading and drainage. The grading design will comply with the site preparation requirements of the prefabricated restroom building and will be submitted to City of Marina for review and approval.
- C. ONSITE EROSION CONTROL PLAN – We will prepare an Erosion Control Plan in coordination with the grading plan in conformance with City of Marina requirements. Based on the site size, it is anticipated that a SWPPP will not be required, and the Plan

will mostly consist of a single BMP drawing for grading activities. This plan will be included in the set submitted to City of Marina for review and approval.

- D. ONSITE UTILITY PLAN – We will prepare a Wet Utility Plan to include new sewer and water services to the proposed restroom building. The plan will comply with the utility requirements dictated by the prefabricated restroom design and is expected to include a new metered water service with backflow preventer along with a new sewer lateral with cleanouts as needed. This plan may be combined with the Site Grading Plan, if possible.
- E. ELECTRICAL ENGINEERING AND SITE ELECTRICAL PLAN – Y&H proposes to use Borrelli and Associates, Inc. (B&A) as a subconsultant for electrical engineering work. This scope includes the preparation of a site electrical plan to provide the service specified by the prefabricated restroom manufacturer, Title 24 calculation and documentation, and coordination with PG&E for the new point of service.
- F. PREPARE PROJECT SPECIFICATIONS – We will prepare and provide a set of project specifications for the site improvements scope of the project. It is assumed that we will be provided boilerplate front end specifications/special provisions from the City of Marina and will be able to utilize the City’s published Standard Technical Specifications.

3. BIDDING ASSISTANCE & COORDINATION

- A. BIDDING ASSISTANCE – We will provide engineering assistance during the bidding process. The Engineer will answer any requests for information and prepare any addenda, if needed. Following bidding, our construction manager will provide a full review of all bid forms and documents provided by the Contractors for completeness of the bid submittals to confirm the low responsive bidder for the project and make a recommendation of award to the City.

4. GEOTECHNICAL INVESTIGATION & COORDINATION - OPTIONAL

- A. GEOTECH INVESTIGATION – Y&H proposes optional work for a geotechnical investigation and report, if needed. Prefabricated restroom building designs will typically dictate site preparation requirements which may refer to a worst-case soil condition from the California Building Code, or may require more site-specific information. While most projects require a geotechnical investigation and report for grading and site preparation activities, the requirements may be waived by the Building Official having jurisdiction. Additionally, the retaining wall which is anticipated would usually require information on the anticipated soil lateral pressures for design development. At this time, Y&H proposes to utilize City of Marina Standard Drawing No. G-2 for the retaining wall, which assumes a minimum soil pressure value. However, if needed, Y&H proposes to utilize Krazan & Associates, Inc. to provide geotechnical investigation, report and recommendations for site grading, building pad preparation, utility trench backfill, etc.

SUMMARY OF PROPOSAL COSTS

1. UTILITY & PROJECT COORDINATION
 2. ONSITE IMPROVEMENT PLANS & COORDINATION
 3. BIDDING ASSISTANCE & COORDINATION
-

Fixed Fee - \$41,500.00

4. GEOTECHNICAL INVESTIGATION & COORDINATION - OPTIONAL
-

Fixed Fee - \$7,500.00

We appreciate the opportunity to provide you with this proposal. Our proposal is provided as a fixed fee based on the scope included above and noting the assumptions and exclusions on the following sheet.

We look forward to working with you. Please do not hesitate to reach out to me with any questions.

Sincerely,



Josh Rogers, P.E.
Principal Engineer
Yamabe & Horn Engineering, Inc.

ASSUMPTIONS/EXCLUSIONS

1. It is assumed that the restroom building will be designed and installed by others and Y&H scope of work will prepare plans for site preparation contractor to ready site for installation and direct site preparation contractor to coordinate with building install by others.
2. Any substantial changes to the proposed project concept plan could result in changes to this proposal.
3. No construction phase services are provided with this proposal.
4. It is assumed that surface drainage will be maintained following construction and no onsite or offsite drainage facilities will be required.
5. It is assumed that no new landscape design will be needed and that the existing irrigation system in the vicinity of the building will just be re-routed around the building as needed. If the City has any information on the existing irrigation system, this would be appreciated.
6. All plan check, permit or new service fees are assumed to be paid by the City (i.e. Marina Coast Water District, City Building Department, City Encroachment Permit, PG&E construction costs, etc.).
7. It is assumed that utility service can be obtained from the site-adjacent utilities as indicated on the Concept Plan. Any offsite main extensions to bring utilities to the site are not included.
8. Any work scope not indicated in the proposal is excluded.

**CITY OF MARINA
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into on _____, 20____, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Yamabe & Horn Engineering, Inc. 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:

Provide engineering and land surveying services for the Windy Hill Park Restroom Project, hereinafter referred to as the "Project."
- 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 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 and shall expire on December 31, 2026 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 May 1, 2025. 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 Forty-Nine Thousand Dollars (\$49,000.00) in accordance with the provisions of this Section.

(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 effected 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, Ismael Hernandez, 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 Joshua Rogers 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.

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 Marina Coast Water District, 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 Fax: (831) 384-9148
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To Contractor: Yamabe & Horn Engineering, Inc.
 Josh Rogers
 2985 N. Burl Ave. Suite 101
 Fresno, CA 93727
jrogers@yhmail.com
 Phone (559) 244-3123

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 -****1. UTILITY & PROJECT COORDINATION**

A. Coordination with the local utilities, including, but not limited to, Marina Coast Water District and PG&E, is required in order to provide new utility service to the proposed facility. Y&H and/or its subconsultants will work with those utilities to gather information, coordinate requirements, submit applications, and aid in permitting (if needed) to secure those services.

B. We will attend up to 3 meetings with the Client, its consultants, and/or building manufacturer as may be required for project planning and coordination. It is assumed that permitting of the restroom building itself will be handled internally by the City, if needed.

2. ONSITE IMPROVEMENT PLANS & COORDINATION

A. TOPOGRAPHIC SURVEY – We will provide a topographic survey of portions of the existing park as needed to get a detailed understanding of the existing grades, utilities, and constraints at the site. Y&H will coordinate with the City of Marina for benchmark and datum information needed. Y&H does not anticipate providing any boundary survey for this project.

B. ONSITE GRADING PLAN – Perform final grading, drainage, and ADA facility design for the site preparation components of the project and prepare a Grading and Drainage Plan for the improvements. It is assumed that site demolition requirements can be handled on the same plan as the proposed grading and drainage. The grading design will comply with the site preparation requirements of the prefabricated restroom building and will be submitted to City of Marina for review and approval.

C. ONSITE EROSION CONTROL PLAN – We will prepare an Erosion Control Plan in coordination with the grading plan in conformance with City of Marina requirements. Based on the site size, it is anticipated that a SWPPP will not be required, and the Plan will mostly consist of a single BMP drawing for grading activities. This plan will be included in the set submitted to City of Marina for review and approval.

D. ONSITE UTILITY PLAN – We will prepare a Wet Utility Plan to include new sewer and water services to the proposed restroom building. The plan will comply with the utility requirements dictated by the prefabricated restroom design and is expected to include a new metered water service with backflow preventer along with a new sewer lateral with cleanouts as needed. This plan may be combined with the Site Grading Plan, if possible.

E. ELECTRICAL ENGINEERING AND SITE ELECTRICAL PLAN – Y&H proposes to use Borrelli and Associates, Inc. (B&A) as a subconsultant for electrical engineering work. This scope includes the preparation of a site electrical plan to provide the service specified by the prefabricated restroom manufacturer, Title 24 calculation and documentation, and coordination with PG&E for the new point of service.

F. PREPARE PROJECT SPECIFICATIONS – We will prepare and provide a set of project specifications for the site improvements scope of the project. It is assumed that we will be provided boilerplate front end specifications/special provisions from the City of Marina and will be able to utilize the City's published Standard Technical Specifications.

3. BIDDING ASSISTANCE & COORDINATION

A. BIDDING ASSISTANCE – We will provide engineering assistance during the bidding process. The Engineer will answer any requests for information and prepare any addenda, if needed. Following bidding, our construction manager will provide a full review of all bid forms and documents provided by the Contractors for completeness of the bid submittals to confirm the low responsive bidder for the project and make a recommendation of award to the City.

4. GEOTECHNICAL INVESTIGATION & COORDINATION

A. GEOTECH INVESTIGATION – Y&H proposes optional work for a geotechnical investigation and report, if needed. Prefabricated restroom building designs will typically dictate site preparation requirements which may refer to a worst-case soil condition from the California Building Code, or may require more site-specific information. While most projects require a geotechnical investigation and report for grading and site preparation activities, the requirements may be waived by the Building Official having jurisdiction. Additionally, the retaining wall which is anticipated would usually require information on the anticipated soil lateral pressures for design development. At this time, Y&H proposes to utilize City of Marina Standard Drawing No. G-2 for the retaining wall, which assumes a minimum soil pressure value. However, if needed, Y&H proposes to utilize Krazan & Associates, Inc. to provide geotechnical investigation, report and recommendations for site grading, building pad preparation, utility trench backfill, etc.

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.

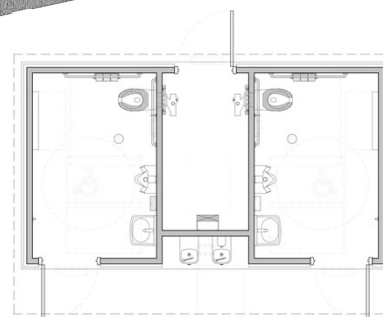
Special Risks or Circumstances

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.



EXHIBIT A

KOMPAK
Let's play



FLOOR PLAN

SCALE: NOT TO SCALE

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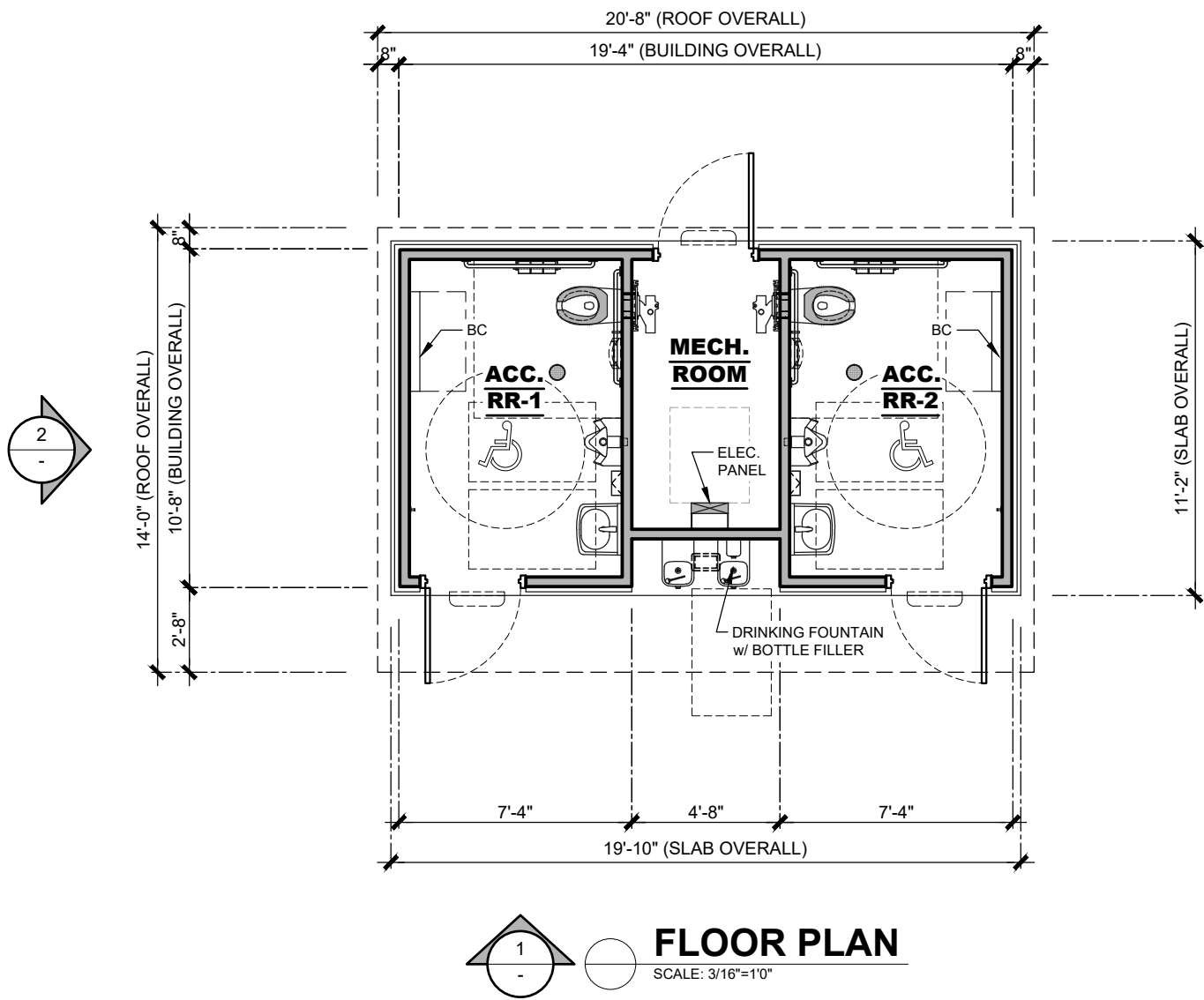
PARK WINDY HILL



www.PublicRestroomCompany.com

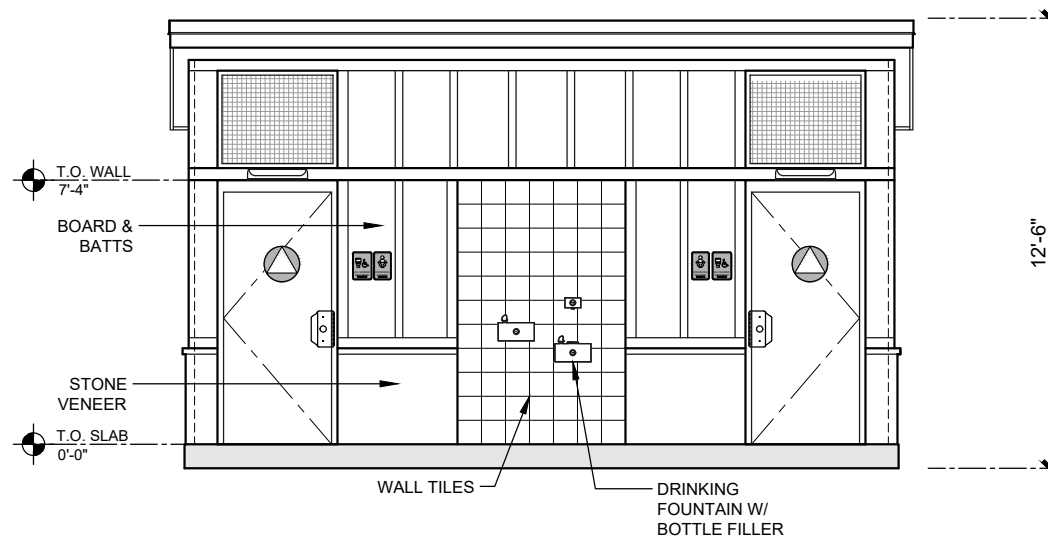
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MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448

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TO OTHERS EXCEPT AS
AUTHORIZED BY THE
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OF PUBLIC RESTROOM
COMPANY.

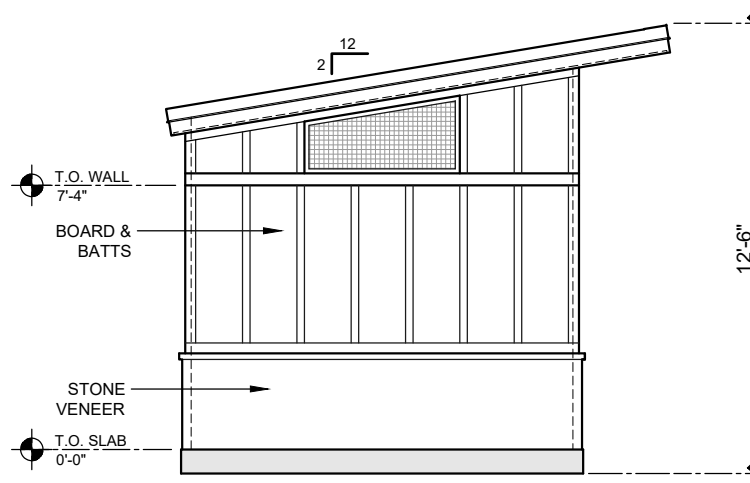


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			PROJECT #: 11955	START DATE: 3/26/2025	
				DRAWN BY: EOR	



ELEVATION 1
SCALE: 3/16"=1'0"



ELEVATION 2
SCALE: 3/16"=1'0"

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		PROJECT: WINDY HILL PARK MARINA, CA		-	DRAWN BY:	
				PROJECT #: 11955	START DATE: 3/26/2025 DRAWN BY: EOR	MAX. PERSON / HOUR: 90

April 15, 2025

Item No. **10g(5)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 15, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-
APPROVAL OF AGREEMENT WITH PECKHAM AND MCKENNEY FOR
FIRE CHIEF RECRUITMENT SERVICES**

REQUEST:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2025- approving an agreement with Peckham and McKenney to provide recruitment services to the City of Marina for the Fire Chief recruitment; and
2. Authorizing the City Manager to execute the agreement

BACKGROUND:

Following the retirement of Doug McCoun in December of 2024, the City requested Mr. McCoun return on an interim basis to ensure the continuity of services and head the department. The intent of the interim appointment is to allow time to go through the recruitment process to fill the position.

Typically, the City uses professional recruiting firms when recruiting for department head and upper-level manager positions in the City to maximize outreach to qualified and talented applicants and when a specialized recruitment process is needed such as public safety. Additionally, the assistance of a professional executive search firm will allow the City to more aggressively seek out candidates who may not be seeking new employment and would not normally respond to routine advertising.

The cost for these services from executive search firms previously has been under \$25,000 which is within the City Manager's approval authority. The fee for this proposed agreement is \$28,000 and requires City Council approval.

ANALYSIS:

City staff contacted several search firms, including Peckham and McKenney to discuss the recruitment for Fire Chief, with the intent to locate a firm that included a recruiter who has successfully filled executive safety positions, that require extensive networks to attract top qualified candidates in the industry. Peckham and McKenney provides executive search services to local government agencies throughout the Western United States with Executive Recruiters based in Northern California. As such, Peckham and McKenney is sensitive to the unique challenges, issues and needs of its local government clients. The firm's team background is comprised of direct and personal experience in various aspects of city services. Peckham and McKenney provides an approach to understanding the needs, values, and culture of the City, including the City's commitment to attracting qualified, diverse candidates. Peckham and McKenney was used in the City's Police Chief recruitment.

The firm's search process is customized for each recruitment and typically includes the following: pre-recruitment conferences to ensure the organizational and departmental needs are understood, developing a candidate profile, to aid in targeted advertising efforts, attracting and actively recruiting top talented candidates, application screening, preliminary interviews, supplemental questionnaires, recommendation of candidates, finalist interviews and thorough background and reference checks.

The lead recruiter recommended through Peckham and McKenney, is Diana Bishop who has successfully led recruitments for Fire Chiefs for the cities of Gilroy, San Luis Obispo, Clovis and El Cerrito and other Police Chief recruitments with various government entities. Ms. Bishop had a professional career of over 35 years in local government as a peace officer. In a recruitment process completed in 2011 by Peckham & McKenney, she was selected to be Police Chief for the City of San Rafael, where she served nine years. Diana holds a Bachelor of Arts in Public Administration from the University of San Francisco and an Executive Master of Public Administration from Golden Gate University. She is also a graduate of the FBI National Academy and the Harvard Kennedy School Senior Executives in State and Local Government program.

FISCAL IMPACT

The all-inclusive fee is \$28,000 and can be funded within the existing Fire Department budget for Fiscal year 24/25 budget.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

Belinda Varela, Director
Human Resources & Risk Management
City of Marina

REVIEWED/CONUR:

Layne Long
City Manager
City of Marina

EXHIBITS:

Exhibit A – Proposal Submitted by Peckham & McKenney

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING
AGREEMENT WITH PECKHAM AND MCKENNEY FOR RECRUITMENT SERVICES

WHEREAS, in December 2024, the Fire Chief retired; and,

WHEREAS, retired Fire Chief Doug McCoun returned in January 2025 on an interim basis to ensure the continuity of critical safety services; and

WHEREAS, the City searched for specialized recruitment service firms for executive safety positions; and

WHEREAS, under the recommended and proposed agreement, Peckham and McKenney will provide to the City of Marina, recruitment services to fill the Fire Chief vacancy; and

WHEREAS, the contract with Peckham and McKenney, proposes Diana Bishop as the lead recruiter; and

WHEREAS, Diana Bishop has extensive experience in the safety industry and in recruiting for executive safety positions.

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

1. Adopting Resolution No. 2025- approving an agreement with Peckham and McKenney to provide recruitment services to the City of Marina; and
2. Authorizing the City Manager to execute the agreement

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 15th day of April 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



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

Via PDF/Email To: Bvalrea@cityofmarina.org

Dear Mr. Long,

Thank you for considering Peckham & McKenney for the City of Marina Fire Chief recruitment. I would be honored to represent the City and you in this important search.

As a boutique firm that specializes in recruitments for small and medium size communities in California, Peckham & McKenney is known for achieving successful and long-term placements. Among *many* strong attributes, these are four key reasons cities, districts, and counties choose us:

- We actively and personally search for and find candidates.
- We limit the number of concurrent searches in order to directly focus on serving our client.
- We prioritize communicating with our client and applicants to keep everyone informed.
- Your recruiter is personally and directly responsible for all aspects of the search and your one point of contact.

Our Peckham & McKenney team is comprised of retired municipal managers and directors who are passionate about the public sector. I am proud to be on the Peckham & McKenney team because the firm's values and priorities align with mine – to assist public agencies in furtherance of good government; to place quality above quantity; and to build long lasting relationships with those in the public service.

For this key position and search, I will serve as your Recruiter. As a retired Police Chief, I am familiar with the responsibilities of the Fire Chief, expectations of the position, and the needs/interests of your community. Having worked closely with senior public safety professionals throughout the State and conducted numerous recruitments, I am additionally knowledgeable of and connected to potential candidates.

Attached is a detailed proposal for conducting the search that includes information about our firm, process, timeline, resources, references, experience, and fee. We charge a fixed, all-inclusive fee, and for this search we are proposing \$28,000. Upon being selected to conduct this important search, we would be able to start as described in the provided draft schedule.

*Peckham & McKenney does not conduct background investigations for Public Safety searches. Our clients use a certified background investigator for this. We recommend telling them about the upcoming recruitment to secure time on their schedule.

I am excited for the opportunity to implement the process leading to the successful placement of a candidate that “fits” your interests and the organization. Please feel free to call me at 408-613-3849 if there are any questions.

Sincerely,



Diana Bishop
Executive Recruiter
Diana@peckhamandmckenney.com

Enclosure:

City of Marina Fire Chief proposal

Example Candidate Profile City of Gilroy Chief: <https://bit.ly/4i2lCYh>

City of Marina

RECRUITMENT PROPOSAL

for

Fire Chief



Peckham & McKenney

EXECUTIVE SEARCH

Serving local governments (cities, counties, districts) by conducting recruitments and placing management and executive leaders that fit the personnel needs and interests of agencies.

TABLE OF CONTENTS

<u>WHY CHOOSE US?</u>	<u>2</u>
<u>EXPERIENCE</u>	<u>3</u>
<u>YOUR RECRUITMENT TEAM</u>	<u>5</u>
<u>THE SEARCH PROCESS AND SCHEDULE</u>	<u>7</u>
<u>COST OF SERVICES</u>	<u>8</u>
Cost of Services	
Process of Payment	
Insurance	
<u>GUARANTEE AND DIVERSITY</u>	<u>9</u>
Guarantee	
Diversity Statement	



WHY CHOOSE US?

Peckham & McKenney focuses on *quality* searches and placements (over quantity) in recognition that each placement is “All about fit”. Serving local government since 2004, we are one of the most trusted and respected executive recruitment firms in the country. We have successfully placed hundreds of local government professionals including City Managers, County Executive Officers, General Managers, Police and Fire Chiefs, Department Heads, Assistant Managers, and mid-level Managers. Time and again, we receive unsolicited compliments from clients and candidates

in reference to our integrity and high ethics, commitment, follow-through, communication, and service. We take pride in treating both our clients and candidates with utmost respect.



For more information, please visit our website at www.PeckhamAndMcKenney.com.



OUR COMMITMENT TO YOU

Peckham & McKenney, by maintaining the quality, style, values and culture established by Bobbi Peckham and Phil McKenney, performs on the premise that an executive search firm must be dedicated to providing its clients and candidates with professional and responsive service, and a personal, hands-on approach. Our business philosophy is founded on the understanding that we are in a “people” related industry and that attention to others’ needs is the key to providing effective customer service.

- **We believe in honesty.** No client should ever appoint an individual without being fully knowledgeable of the candidate’s complete background and history. Additionally, no candidate should ever enter into a new career opportunity without full disclosure of any organizational “issues.”
- **We keep everyone involved in the recruitment process informed.** Not only do we provide regular updates to our clients, we also have a reputation for keeping our candidates up to date.
- **We do not recruit staff from our client agencies** for another recruitment during an active engagement, nor do we “parallel process” a candidate, thereby pitting one client against another for the same candidate.
- **We do not recruit our placements — ever.** Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. If they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- **We are retained only by cities, counties and special districts.** We are not retained by applicants or non-governmental agencies.
- **We do not over commit ourselves to too many searches.** Your recruiter maintains a small, limited number of concurrent searches at all times in order to focus specifically and diligently on recruiting qualified candidates for your vacancy.
- **We commit to diversity in its broadest possible definition in every aspect of each executive recruitment.** Peckham & McKenney has a well established reputation of placing women and people with diverse backgrounds.

EXPERIENCE



With our recruitment team that solely consists of retired City Managers, Assistant City Managers, Police Chiefs and Department Heads, and our expert support team, Peckham & McKenney brings more experience and knowledge of local government and executive search than any other California recruiter. Just a few of our recent recruitments related to your search for Fire Chief have been for:

City of Gilroy
 City of Hollister
 City of San Luis Obispo
 Scotts Valley Fire District

Please don't hesitate to contact these agencies as well as our large list of current and former clients on our website ([here](#)); they will attest to our quality of service, on-going communication throughout the process, personal and direct outreach and sourcing of candidates, quality applicant pool, written materials, and interview facilitation.

As an ambassador of our clients, Peckham & McKenney is also known for maintaining ongoing communications with our applicants throughout the search process, treating every applicant with respect, and appropriately informing candidates to support their best effort. The many compliments we have received from applicants fairly illustrate this reputation.

Comfortable and Professional Experience

"I'd like to thank you again for your support and guidance throughout the recruitment and selection process. It was a comfortable and professional experience, and I attribute a great deal of that to you. It's my hope that our professional paths may cross again in the future." **Candidate**

Straightforward, Friendly, and Humane Recruitment Process

"I wanted to let you know what a terrific job I thought you and Peckham & McKenney did on the recruitment. It was absolutely the most straightforward, friendly, and humane recruitment process I've ever participated in. And I would feel the same way even if the outcome was not successful for me." **Candidate**

Proactive and Responsive

Diana worked with the city to fill the Chief of Police position early in 2023. Diana is clearly well respected in the LEO community and has a vast network which led to a competitive pool of candidates for the city to select from. Diana was proactive from our very first meeting and always very responsive. The city team valued Diana's integrity, opinion, and sense of humor. She was a pleasure to work with and I wouldn't hesitate to hire her for any executive recruitment critical to your organization. **Client**

You Made Me Feel So Comfortable

"This is my first time working with a recruiting company, and I'm so happy for having the opportunity to work with your company, wow! I truly enjoyed the process! Your interview skills are amazing! You made me feel so comfortable and I felt like I was just talking shop with a longtime friend. Thanks for the personal touch that you include in your job, I believe that this is what makes your firm so desirable and successful." **Candidate**

Testimonials from clients and candidates are at <https://www.peckhamandmckenney.com/testimonials>.

Please feel free to contact any of the following current and recent clients to inquire about their experience with Peckham & McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in this proposal.

Santa Clara County Fire Department **Deputy Director of Emergency Management**

Recruiter: Diana Bishop
Doug Baker, Director of Personnel Services
(408)378-4010 Doug.baker@sccfd.org

City of Gilroy **Fire Chief and Police Chief**

Recruiter: Diana Bishop
LeeAnn McPhillips, Assistant City Administrator
(408) 846-0228 LeeAnn.McPhillips@cityofgilroy.org

City of Bell **Police Chief**

Recruiter: Diana Bishop
Gina Skibar, Human Resources and Risk Manager
(323) 558-6211 gskibar@cityofbell.org

City of Santa Maria **Police Chief**

Recruiter: Diana Bishop
Toni Lane, Executive Administrator
(805) 925-0951 tlane@cityofsantamaria.org

YOUR RECRUITMENT TEAM

Our Approach

With every Peckham & McKenney recruitment, your Recruiter has the entire Peckham & McKenney team of Recruiters and administrative personnel for backup, support, collaboration, and sourcing. *However*, when you retain Peckham & McKenney, *your Recruiter* serves as your single point of contact throughout the entire search process and is fully responsible for its success. Moreover, in order to fully focus on your search and finding applicants that fit with the ideal candidate you are seeking, your Recruiter also maintains no more than 6 active searches.

The Executive Recruiter for you in this search is Diana Bishop.



Peckham & McKenney Team

Diana Bishop, Executive Recruiter, Peckham & McKenney Executive Search

Diana had a professional career of over 35 years in local government as a peace officer. She rose to the rank of Captain at the Santa Clara Police Department, supervising each of the department's divisions in a senior management role. In a recruitment process by Peckham & McKenney in 2011, she was selected to be Police Chief for the City of San Rafael, where she served nine years.

Diana is a lifetime member of the International Association of Chiefs of Police, and a member of the California Police Chiefs Association. Diana holds a Bachelor of Arts in Public Administration from the University of San Francisco and an Executive Master of Public Administration from Golden Gate University. She is also a graduate of the FBI National Academy and the Harvard Kennedy School Senior Executives in State and Local Government program.



Diana is supported by the following [team](#).

Joyce Johnson, Operations Manager

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. Ms. Johnson holds an Associate of Arts degree from American River College.

Tayler Bergstrom, Research Assistant

Tayler Bergstrom joined Peckham & McKenney in 2022 and currently serves as a Research Associate. Tayler is currently pursuing a PhD at UCLA where she worked previously as a lab manager overseeing various research projects. Prior to that, Tayler graduated from UC San Diego with a Bachelor of Science degree in Psychology.

Linda Pucilowski, Graphic Designer

With nearly 30 years of experience, Linda Pucilowski provides her expert design and marketing skills to Peckham & McKenney. She is the firm's "go-to" professional for all advertising and brochure design and creation. Ms. Pucilowski holds a Bachelor's degree from California State University, Sacramento.

Rachel Moran, Website & Social Media Assistant

Rachel Moran has been in the graphic design field since 2007 and prides herself on creating eye-catching visual art. She supports the Peckham & McKenney team by handling all website visual and technical design as well as social media. Ms. Moran graduated from the Art Institute of Houston obtaining her Bachelor's Degree in Fine Arts with a concentration in Graphic Design.

Peckham & McKenney

"All about fit"

THE SEARCH PROCESS AND SCHEDULE

Peckham & McKenney is committed to finding the best fit for your position. Our process is 12 to 14 weeks and generally involves the following phases:

PROJECT ORGANIZATION (PRE-RECRUITMENT) – We will meet to discuss the search timeline, process and logistics for conducting a successful search.

DEVELOPMENT OF THE CANDIDATE PROFILE (2 WEEKS) – We will meet with agency members to listen to specific expectations of the position; learn the background and experiences desired in the ideal candidate; and understand the organizational culture and interests to create an attractive Candidate Profile marketing brochure.

RECRUITMENT (4 TO 6 WEEKS) – Our main focus in outreach will be direct, personal contact with quality potential candidates. Additionally, ads will be placed in industry publications and social media to broadly market the opportunity. Our client agency is continuously updated on our progress.

SUPPLEMENTARY REVIEW (2 WEEKS) – Upon our review of the resumes received, supplemental questionnaires will be sent to candidates who appear in most alignment with the Candidate Profile. Following a thorough review of the supplemental questionnaires, we will conduct preliminary telephone interviews. Internet research will also be conducted so that we may probe the candidate regarding any areas of concern.

RECOMMENDATION OF CANDIDATES/SELECTION OF FINALISTS (1 WEEK) – A report will be provided to the agency that includes, among a variety of documents, a full listing of all candidates for review and the materials submitted by candidates recommended for an interview.

INTERVIEW PROCESS (2 WEEKS) – Your recruiter will facilitate the interview process, inclusive of an orientation session at the beginning, and a discussion of candidates at the end.

QUALIFICATION (1 WEEK) – Once a finalist is selected, a reference check and thorough background check will be conducted. Assistance with negotiating compensation will also be provided.

COST OF SERVICES

The fee to conduct the entire search process for your next Fire Chief is \$28,000.

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all-inclusive fee. We have found that an all-inclusive fee for the search process is simpler, cost-effective, and efficient.

The all-inclusive fee above includes professional fees and expenses (out-of-pocket costs associated with advertising, Recruiter travel, administrative support / printing / copying / postage / materials, telephone / technology, internet research checks on recommended candidates, and full background check on selected finalist only). For services not specified herein, we will discuss your interests and an appropriate fee.

PROCESS OF PAYMENT

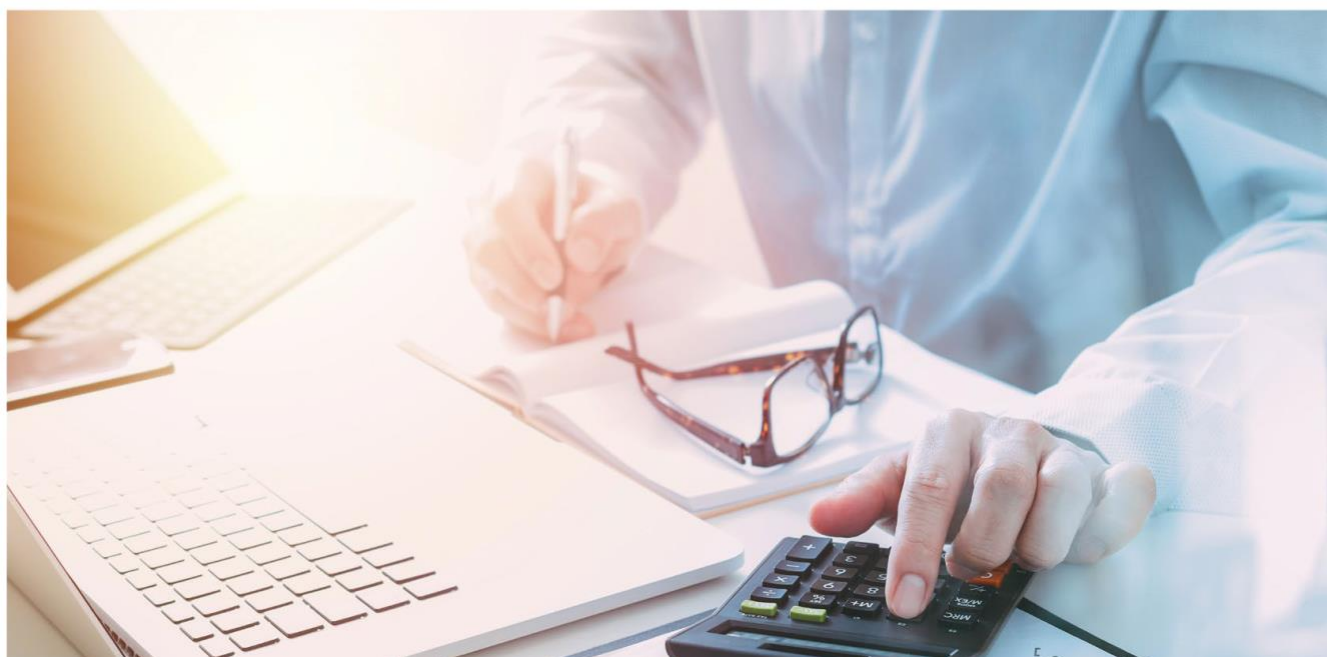
One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City's behalf for the preparatory work and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second one-third of the full payment will be invoiced 1 month from contract execution, and it is due within 30 days following the invoice date. The final one-third of the full payment will be invoiced 2 months from contract execution, and it is due within 30 days following the invoice date.

AGREEMENT

Peckham & McKenney is the operating name of City Management Advisors LLC, Anton Dahlerbruch, Managing Member.

INSURANCE

Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is B&B Premier Insurance Solutions, Agoura Hills, CA.



GUARANTEE

We are pleased to share that the Peckham & McKenney success and placement record are particularly strong. We are confident that our recruitment process will result in a quality candidate that will stay in your employment.



OUR GUARANTEE:

- We will connect with you and our placement in six months and one year after the appointment to check-in.
- We will conduct a second search within six months of our search process if a candidate is not placed.
- If the placement vacates the position within one year from the date of accepting the offer, we agree to conduct a second search within six months of the vacancy.

It is unusual that we are unsuccessful in providing a placement or the placement vacates the position within a year. In the unlikely event that no qualified candidates are identified as a result of the search efforts, and it is mutually agreed that the result is due to the search effort and/or process, we will extend the search for a second time for expenses (\$7,200) only. If qualified applicants are not selected or the selected candidate is separated from employment within one year after accepting the offer, a second search will be conducted for the discounted fixed fee of \$17,600 (external candidates only and except in the event of budgetary cutbacks, promotion, position elimination, or illness/death, etc.).

DIVERSITY STATEMENT



Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides. We take pride in the placement of women and applicants of diversity, and are known for long, successful tenures of candidates selected by the agency.

Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments.

For over 30 years, founder Bobbi Peckham has been a champion of women seeking executive leadership positions within local government.

With our diverse team of Recruiters, Peckham & McKenney supports, promotes and advocates for diversity in the recruitment and hiring processes. In addition to our outreach methods, Peckham & McKenney routinely advertises with the National Forum of Black Public Administrators (NFBPA), Local Government Hispanic Network (LGHN) and CivicPRIDE as well as the National Diversity Network to ensure placement of your opportunity with the following online venues:

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women's Job Network

**HIGHLIGHTS OF
REGULAR BOARD MEETING
March 20, 2025**

1. Mary Ann Carbone, Board Chair, called the meeting to order at 11:05 a.m. at City Hall in Sand City.
2. The Board approved routine consent items, including minutes of the February 20, 2025 Board meeting and disbursements for the period of February 1-28, 2025 in the amount of \$1,494,355.97.
3. Board Members went into a closed session to conference with legal counsel. Information was received by the board and direction was given.
4. From the CEO report:
 - Total donations for February 2025: \$210,194.69.
 - Significant donations were as follows:
 - \$499 Anonymous
 - \$500 for CDMB
 - \$25,000 for Safe Place from Harden Foundation
 - \$181,375 from Monterey County Gives (This includes the match of \$9,242.66.).
 - Grant applications were submitted to:
 - Nancy Buck Ransom Foundation, \$25,000 for Monterey Peninsula Safe Place Youth Shelter and Drop-in Center
 - Montage Health, \$5,000 for sponsorship of Solving Homelessness 2025
 - Salinas Valley Health Foundation, \$25,000 total for “Banding Together” sponsorship (\$5,000) and General Operating Support (\$20,000)
 - Dogs of Carmel Adoption Auction Charity Benefactor 2025. Funds raised will be used to support Shuman HeartHouse
 - A fundraising event will take place on Saturday, April 12, from 12-6 pm at the Sand City Art Park—*Banding Together: A Jamfest to Support Mental Health, Substance Abuse, and Homeless Services*. Suggested donation is \$30.
 - We continue to interview for the vacant Development Director position.
 - *Solving Homelessness: A Community Conversation* will take place on April 24th from 2-4pm at MIIS Irvine Auditorium, featuring Kevin F. Adler, author of “When We Walk By,” who will speak on stigma, broken systems that contribute to homelessness and what we can do.
 - We have started contract negotiations for fiscal year 2025-26 with the Department of Social Services and Probation and will initiate same with Behavioral Health.
 - The Monterey County Behavioral Health Contractors’ Association met to discuss contract negotiations and will send a letter to Behavioral Health to communicate our expectations for rate transparency, cost coverage and risk mitigation during upcoming contract negotiations.
 - We have been working with County and Salinas City staff on budget modifications for this FY and proving cost projections for next fiscal year’s contract and projecting a need for more income.
 - We have also been strategizing with County and City staff and internally with our staff, as well, to maximize use of our rapid rehousing funding at the SHARE Center. These funds not only pay for some staff salaries and benefits but may also be used to provide rental and other financial assistance to individuals exiting the shelter into permanent housing.
 - We have been coordinating with the production staff of the public television show *Empowered with Meg Ryan* on marketing strategies and preparation for filming in early May

with projected completion by end of June. Our hope is to “premiere” it at the CHS Annual Luncheon Meeting in July.

5. From the COO report:

- The Senior Program Officer position for Mental Health Services remains vacant, and we’ve encountered difficulty finding qualified candidates. Fortunately, all programs are running smoothly, with high productivity, particularly within the largest program, the outpatient mental health program.
- We currently have several key construction projects underway:
 - Genesis House Bathroom Improvement Project – Genesis House continues to operate at full capacity during construction. The project is about 80% complete.
 - Safe Passage Facility Improvements Project – Safe Passage is also fully operational during construction. This project is approximately 25% complete as we await the delivery of the shower units. Once delivered, work will progress quickly.
 - FSC Seaside Mainline Plumbing Project – JD Underground was awarded the winning bid, as recommended by the board last month. I’m in the process of finalizing the contract and planning the schedule. We aim to finalize the contract and begin mobilization during the week of this board meeting. Once signed, the project is expected to take about one month to complete, including permitting.
- The SHARE Center is doing well and is fully staffed, with a current census of 83. Staff are conducting numerous intakes daily, and despite some no-shows, we’ve made significant progress in clearing the waitlist. Those removed are either no longer interested, have been housed, or are inaccessible. The waitlist now stands at 160 households, representing 360 individuals.
- Progress continues on the Off Main Clinic’s admissions office expansion. This new space will be dedicated to admissions during the first half of the day, with the second half reserved for Outpatient Drug Treatment services. This expansion will enhance the quality of care at OMC, particularly for clients experiencing withdrawal symptoms or challenges related to substance abuse.
- Major kudos to Marta Sullivan, Senior Program Officer of Substance Use Disorder Services, who completed a comprehensive supplemental application to the Department of Health Care Services to add the target population of youth and adolescents to the Outpatient Drug Treatment facility in Monterey. Well done!

6. The Finance Committee meeting was held immediately prior to the board meeting. The financial dashboard showed cash went down and correspondingly accounts receivable went up. The Balance Sheet did not show anything unusual. The Agency has healthy net operating income year-to-date. The committee also reviewed action items for JPA allocation requests and an application for a line of credit that were on the agenda for approval.
7. The Board approved a 2.7% increase for JPA allocation requests for FY 2025-26.
8. The Board approved a resolution authorizing the Agency to establish a \$1,250,000 line of credit with Pinnacle Bank with defined terms: 2 years, prime +1%, secured with limited title policy on Genesis House with a fee of \$425.
9. The Board authorized staff to proceed with the bidding process to make repairs to the deck/parking structure at Family Service Center in Seaside.

10. Board Chair MaryAnn Carbone will be receiving the 2024 Ruth Vreeland Public Official of the Year Award on Saturday, March 29th, at the Monterey Peninsula Chamber of Commerce Gala.
11. Board Chair Mary Ann Carbone adjourned the meeting at 1:23p.m.

The next regular board meeting is scheduled for Thursday, April 17th from 11:00 a.m. to 1:00 p.m. at the Sand City City Hall, Sand City, CA.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 15, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, RECEIVING A COMMUNITY ENGAGEMENT REPORT/PLAN FROM TRIPEPI SMITH THAT IDENTIFIES PUBLIC ACCESS PRIORITIES AND PROJECTS THAT WILL BENEFIT CITY OF MARINA RESIDENTS BASED ON COMMUNITY OUTREACH CONDUCTED WHICH WILL BE SUBMITTED TO THE CALIFORNIA COASTAL COMMISSION PURSUANT TO CONDITION #17 OF THE CONDITIONAL CONSOLIDATED COASTAL DEVELOPMENT PERMIT ISSUED TO CAL-AM THAT WILL BE USED TO CREATE A PUBLIC ACCESS & AMENITIES PLAN 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. Receiving a Community Engagement Report/Plan from Tripepi Smith that identifies public access priorities and projects that will benefit City of Marina residents based on community outreach conducted by the City and Tripepi Smith that will be used by the California Coastal Commission in development and approval of a Public Access & Amenities Plan to spend \$3 million dollars for improving public access, public facilities, recreational opportunities and restoration within the City of Marina.
2. Identify preferences for public access priorities and projects that are expressed in the Community Engagement Report/Plan.
3. Adopt Resolution No. 2025-, directing the City Manager to send to the California Coastal Commission the City of Marina's Community Engagement Plan with identified preferences.
4. Find that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

PROJECT HISTORY

As part of its approval of a Conditional Coastal Development Permit to Cal-Am for the potential construction of a desalination plant and industrial wellfield in the City of Marina's groundwater basin, the California Coastal Commission adopted twenty separate conditions that Cal-AM must meet prior to issuance of the Coastal Development Permit (A-3-MRA-19-00343). One of these were conditions of approval COA #17 - Community Engagement and Public Access Plans and Implementation. This condition requires that Cal-Am submit a Community Engagement Plan that ensures that residents and representatives of the City of Marina will be engaged in development of a Public Access and Amenities Plan which will be prepared by Cal-Am and submitted to the California Coastal Commission.

Special Condition # 17 provides that a neutral third-party hired by Cal-Am lead the facilitation of workshops for a "Community Engagement Plan". The City had concerns about the objectivity of this process with a Cal-Am hired consultant leading Marina's community engagement process. After meeting with the California Coastal Commission and discussing the City's concerns, the California Coastal Commission said they would accept a Community Engagement Report/Plan led by the City of Marina. As a result, on February 19, 2025, the City Council authorized the City Manager to hire a consultant/facilitator at a cost not to exceed \$50,000 to assist the City of Marina in developing a Community Engagement Plan to gather community input regarding development of a Public Access and Amenities Plan to submit to the California Coastal Commission to determine how \$3 million dollars required by Cal-Am to implement the elements of the Public Access and Amenities Plan will be spent in the City of Marina.

ANALYSIS

Attached is the Community Engagement Report/Plan prepared by Tripepi Smith which identifies input and priorities from Marina residents received through various channels. The combined feedback demonstrated community consensus around the following key priority areas to allocate funds, if they become available were:

- **Beach access improvements.** Improvements included enhanced trails and pathways to the beach, with specific attention to accessibility concerns for the mobility-challenged, as well as increased parking.
- **Recreational amenities.** Restrooms, picnic areas, lighting, trash cans, a concession stand, campgrounds and event spaces were among the top-cited amenities for residents.
- **Key coastal sites.** Locke-Paddon Park, Dunes Drive and Marina State Beach received the most interest from residents for improvements. Lake Court and the CEMEX property also saw interest.
- **Locke-Paddon Park improvements.** Top community priorities for improvements at this coastal park included (not in order): vernal pond restoration, an improved trail system (including a direct path from the park to the beach), a bridge over the pond, new public facilities, Asian garden, oak woodland and community gardens.
- **Environmental restoration.** Community feedback indicated that dune restoration, native tree and wildlife protection and vernal pond maintenance at Locke-Paddon Park were top priorities for restoration work.

Improvements to Locke Paddon Park and beach access at Dunes Drive were the preferred sites in the Coastal Zone for improvements or upgrades.

Staff is requesting guidance from the City Council on preferences expressed in the Community Engagement Report/Plan and will submit the preferences and Community Engagement Report/Plan to the California Coastal Commission.

ENVIROMENTAL REVIEW

Submittal of an outreach plan to the California Coastal Commission is not a project subject to the California Environmental Quality Act (CEQA) pursuant to the commonsense exemption found in section 15061(b)(3) of the CEQA Guidelines.

Respectfully submitted

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

REVIEWED BY:

Layne Long
City Manager
City of Marina

Exhibits

A-Marina Community Feedback Summary
B-Marina Community Feedback Report
C-Community Feedback Appedix

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA RECEIVING A COMMUNITY ENGAGEMENT REPORT/PLAN FROM TRIPEPI SMITH THAT IDENTIFIES PUBLIC ACCESS PRIORITIES AND PROJECTS THAT WILL BENEFIT CITY OF MARINA RESIDENTS BASED ON COMMUNITY OUTREACH CONDUCTED WHICH WILL BE SUBMITTED TO THE CALIFORNIA COASTAL COMMISSION PURSUANT TO CONDITION #17 OF THE CONDITIONAL CONSOLIDATED COASTAL DEVELOPMENT PERMIT ISSUED TO CAL-AM THAT WILL BE USED TO CREATE A PUBLIC ACCESS & AMENITIES PLAN AND FIND THIS ACTION IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B(3) OF THE CEQA GUIDELINES.

WHEREAS, the City of Marina sought community input on how to allocate three million in potential payments for public improvements in the City's coastal zone. These funds would become payable to the City if the California American Water Company (Cal-Am) desalination project is ever built; and

WHEREAS, on February 19, 2025, the City Council authorize the City Manager to hire a consultant/facilitator at a cost not to exceed \$50,000 to assist the City of Marina in developing a Community Engagement Plan; and

WHEREAS, a virtual community meeting occurred on March 25, 2025 to solicit feedback from the community along with an in person community meeting on March 29, 2025, a community feedback form was prepared; an email message were sent to over 1, 500 residents and a website was prepared for the project; and

WHEREAS, at the duly noticed April 15, 2025, City Council meeting a report was received from Tripepi Smith the City's hired community outreach consultant

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

1. To adopt Resolution No. 2025-, directing the City Manager to send to the California Coastal Commission the City of Marina's community engagement plan
2. Find that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to 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 15th day of April 2025, 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

Exhibit A-Marina Community Feedback Summary

For Marina, By Marina: Coastal Access & Amenities Plan Community Outreach High-Level Summary Report

Background

In March 2025, the City of Marina retained Tripepi Smith to conduct independent community outreach regarding residents' priorities for use of a potential \$3 million mitigation payment to the City from California American Water Company (Cal-Am). This outreach initiative involved two community workshops – a virtual workshop on March 25 and an in-person workshop on March 29 – an online feedback form, a citywide mailer, distribution of flyers and social media content.

Summary of Feedback:

Marina residents shared their input and priorities through various channels. The combined feedback demonstrated community consensus around the following key priority areas to allocate funds, if they become available:

- **Beach access improvements.** Top-cited improvements included enhanced trails and pathways to the beach, with specific attention to accessibility concerns for the mobility-challenged, as well as increased parking.
- **Recreational amenities.** Restrooms, picnic areas, lighting, trash cans, a concession stand, campgrounds and event spaces were among the top-cited amenities for residents.
- **Environmental restoration.** Community feedback indicated that dune restoration, native tree and wildlife protection and vernal pond maintenance at Locke-Paddon Park were top priorities for restoration work.
- **Key coastal sites.** Locke-Paddon Park, Dunes Drive and Marina State Beach received the most interest from residents for improvements. Lake Court and the CEMEX property also saw interest.
- **Locke-Paddon Park improvements.** Top community priorities for improvements at this coastal park, vernal pond restoration, an improved trail system (including a direct path from the park to the beach), a bridge over the pond, new public facilities, Asian garden, oak woodland and community gardens.

Additionally, throughout the engagement process, community members expressed common concerns and sentiments about:

- Impacts from the proposed Cal-Am desalination project
- General accessibility challenges to Marina's beaches and coastal areas
- Recreational amenities and aesthetic improvements to make coastal areas safer, more family-friendly and more engaging and inviting
- Economic vitality and improving the image of Marina
- Balancing improvements with sustainability, including environmental sustainability and financial sustainability (i.e., long-term funding needs for improvements)
- Considering the natural coastal processes that might affect durability of improvements

Community Workshops:

The City hosted a virtual community workshop on March 25 and an in-person workshop on March 29, with 12-20 attendees across a wide range of ages and lengths of residency at each workshop. During the in-person workshop, attendees broke out into three small groups to collaboratively brainstorm responses to five questions, displaying their answer on sticky, poster pads.

Virtual Workshop Summary

Participants emphasized sustainability concerns, with pond restoration at Locke-Paddon described as offering more lasting value than beach improvements that are vulnerable to erosion. The discussion emphasized the ecological importance of the ponds for water management and interest in complementary amenities like pollinator gardens. Residents also expressed challenges with beach access, particularly for mobility-challenged people.

In-Person Workshop Summary

Small group exercises identified key needs including ADA accessibility improvements, enhanced beach parking, clean public restrooms and community gathering spaces like an amphitheater. Locke-Paddon Park emerged as a priority site for improvements for reasons including feasibility and best public impact, while the CEMEX property and Lake Court Dr. also received significant support.

Online Feedback Form:

The community feedback form received responses from 126 total respondents – of which 120 are self-identified Marina residents who are included in this analysis. The respondents represent a diverse age range and length of residency in Marina. Key findings are below.

Note on Rankings: For the average ranking reported below, a lower score indicates a higher community preference (1 being the highest possible ranking, 5 being the lowest). Therefore, a lower average ranking indicates a stronger community preference.

- **Top Amenity Preference:** Improved trails and pathways (2.12 average score) emerged as the clear priority, followed by park amenities (2.66), environmental restoration (2.67), new passive recreation opportunities (2.79) and enhanced parking (2.84).
- **Priority Location:** Beach Access at Dunes Drive ranked highest (2.26), with Locke-Paddon Park close behind (2.38). These choices were followed by Beach Access at Lake Court (2.51) and Beach Access at Cemex Property (2.68).
- **Beach Access Improvements:** When asked specifically about beach access, residents again prioritized improved trails/pathways (1.9), reinforcing this as a consistent theme across questions. Other preferences included enhanced parking (2.37), environmental restoration (2.38), and more passive recreation amenities (2.55).
- **Locke-Paddon Park Features:** Restoration and maintenance of vernal ponds received overwhelming support (75 votes), with a bridge across the pond in second place (54 votes), followed by improved trail systems (53 votes). Urban forest/community gardens (47 votes), public educational facilities (41 voters) and Asian gardens (29 votes) also received support.
- **Outside Coastal Zone Priorities:** While potentially not applicable to the \$3 million Cal-Am payment, residents indicated parks and recreation (73 votes) and public facilities (59 votes) would be priorities if funding could extend beyond the coastal zone. There was strong community interest in sports facilities, parks and family-friendly recreation as well as economic development initiatives, including downtown revitalization.

Exhibit B-Marina Community Feedback Report
(Under Separate Cover)



For Marina, By Marina:
Community Engagement Report
for a Public Access & Amenities Plan

April 10, 2024

Submitted by Ryder Todd Smith, President
Peter Johnson, Senior Business Analyst
Sydney Fitch, Junior Business Analyst
Avi Vemuri, Junior Business Analyst





Table of Contents

Executive Summary 3

Goals, Strategy and Outreach 4

Results and Feedback 8

Key Takeaways 18

Executive Summary

In March 2025, the City of Marina engaged Tripepi Smith to conduct a community engagement and outreach initiative: “For Marina, By Marina.” The goal of this effort was to gather resident feedback and priorities on the best potential uses of a \$3 million mitigation payment to the City that California American Water Company (Cal-Am) will be required to pay if its Desalination Project is built.

The \$3 million fee is a special condition set by the California Coastal Commission as part of its 2022 conditional approval of a Coastal Development Permit for the Desalination Project. Special Condition 17 requires Cal-Am to retain a neutral third party to engage Marina residents and to submit a Community Engagement Plan in support of a Public Access and Amenities Plan that will “improve public access, public facilities, recreational opportunities and restoration within the City of Marina.” EnviroGage, the firm retained by Cal-Am, began collecting data for its Community Engagement Plan in February 2025.

The City of Marina is concerned about the objectivity of an engagement process led and funded by Cal-Am. Therefore, in February 2025, the Marina City Council authorized City staff to retain a consultant and conduct its own independent outreach initiative for the Public Access and Amenities Plan. This effort aimed to gather authentic resident feedback and provide the community with a means to engage directly with their City on this matter, thus enabling the City Council to submit its own Community Engagement Report to the Coastal Commission for consideration.

The “For Marina, By Marina” initiative spanned between March 18-April 15, 2025, and included two community workshops (one virtual and one in-person), a community feedback form, a dedicated website, citywide mailer, flyers, email blasts and social media posts, with opportunities for residents share feedback in both English and Spanish. The engagement placed an emphasis on sharing background information and resources with the community to ensure residents could confidently participate in the process. The City stressed transparency as it sought feedback on this potential funding and its possible uses.

The community’s interest and investment in this issue is clear by the robust feedback and responses received. The findings from the “For Marina, By Marina” initiative are compiled in this report and detail residents’ top priorities for beach access improvements, coastal amenities and upgrades in key locations of Marina.

Goals, Strategy and Outreach

The “For Marina, By Marina” initiative aimed to create a transparent, accessible avenue for residents to share their feedback and priorities directly with the City on the best potential uses for the \$3 million payment from Cal-Am. The goal was to establish multiple channels for residents to learn about this possible funding and to share their input and feedback.

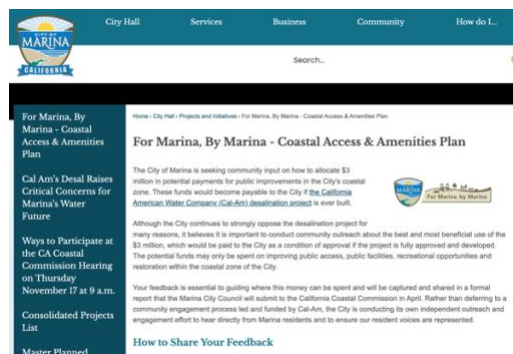
In preparing materials and developing strategies, the City first sought to clarify the scope and purview of the \$3 million payment. Based on email communications with Coastal Commission staff, and due to the very nature of the Commission’s jurisdiction, the City determined that the Public Access and Amenities Plan would most likely be limited to improvements and amenities within the Coastal Zone of Marina.

That helped shape the City’s outreach approach, as it strived to engage the community in a clear and transparent way and empower residents to share relevant and targeted feedback. Throughout the process, the City referred to the Public Access and Amenities Plan as a “Coastal Access and Amenities Plan,” reinforcing the understood scope of the funds and possible uses. While the City focused on gathering input on improvements in the Coastal Zone, the outreach also asked residents for their priorities outside the Coastal Zone, in case the funds would be available for non-Coastal Zone projects.

The City and Tripepi Smith leveraged a variety of channels and strategies to engage with residents on this initiative and gather their feedback, as detailed below.

Dedicated Website and Branding

The City established a dedicated webpage, www.CityofMarina.org/ForMarinaByMarina, with dedicated sub-branding to create an online hub for residents to learn about the initiative, read background information, submit feedback and access key resources. The page included a list of frequently asked questions, copies of all collateral developed, embedded videos of the community workshops and a link to the Feedback Form. The URL and sublogo were featured in all outreach methods.

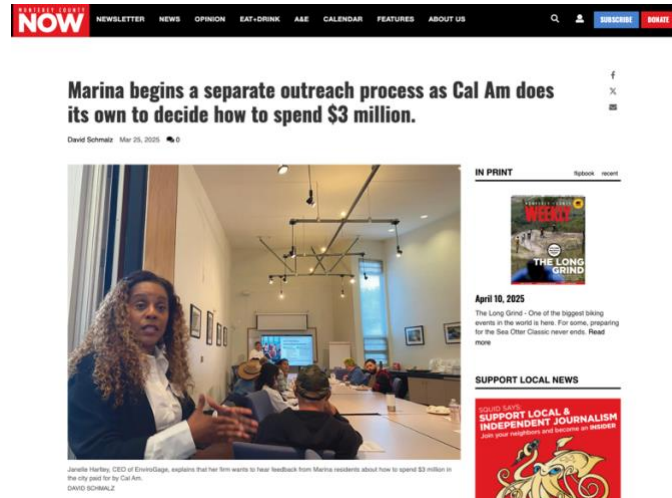


Community Workshops

The City hosted two workshops for this initiative: one virtual workshop on Tuesday, March 25, and one in-person workshop on Saturday, March 29. These interactive events allowed the community to directly engage with City staff, ask live questions and provide feedback and ideas. Facilitated by Tripepi Smith, both workshops began with a presentation sharing background information and continued with a question-and-answer period followed by a guided feedback session. Each workshop was video recorded and uploaded to the campaign webpage and the City's YouTube channel. Across both workshops, the City had approximately 28 participants.

Press Release

The City distributed a press release announcing the initiative, providing background information and sharing how residents could participate in the process. The press release was distributed to the City's media list, earning coverage in the Monterey County Weekly's e-newsletter, and was posted on the For Marina, By Marina website.



Feedback Form

The City created an online Feedback Form to gather resident priorities and preferred uses for the \$3 million. Open from March 24-April 4, the Feedback Form was available in English and Spanish and received 126 total submissions, 120 of which were from self-identified Marina residents (with no Spanish language participants). The Feedback Form was promoted to residents in English and Spanish via the dedicated webpage, digital advertisements, a direct mailer, flyer and social media posts.

Social Media

The City published a total of 17 social media posts across the City's two platforms, Facebook and Nextdoor, to provide the community with status updates on the outreach process, announce community workshops, promote the Community Feedback Form and more. Post performance details, including impressions and engagements per post, are outlined in Appendix O.

Digital Advertisements

Digital advertisements on social media platforms use targeting algorithms to reach a larger, geo-targeted audience.

Platform	Post topic	Ad Budget	Total Reach/Impressions
Facebook	Launch & Workshops	\$500 for 10 days	52,840 reach
Facebook	Community Feedback Form	\$750 for 10 days	61,832 reach
Facebook	In-Person Workshop	\$200 for 3 days	12,703 reach

Flyer and Handouts

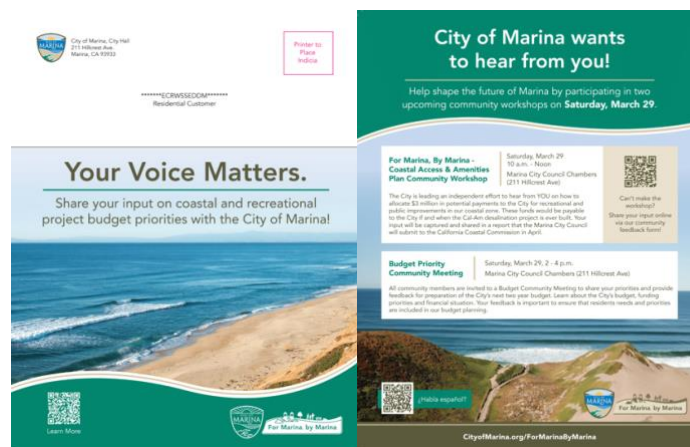
The City developed a flyer in both English and Spanish with background information on the initiative, the outreach process and how to participate, including QR codes to online resources. 350 copies were distributed to multiple municipal facilities. Two handouts were also developed for the in-person workshop: a map of the Coastal Zone in the City and a map highlighting specific sites with high potential for access improvements and amenities.

Email Blasts

The City distributed a series of email blasts to list of approximately 1,500 community members. The City distributed three emails sharing project updates, community workshop reminders and participation opportunities.

Mailer

The City distributed a direct mailer to all residential households in Marina via Every Door Direct Mail (EDDM), providing background information on the initiative and how community members could participate.



Collateral Materials

Outreach Tactic	Quantity	Distribution Channel(s)
Social Media	17	• Facebook • Nextdoor
Email Blasts	3	• Mailchimp
Flyer	1	• Public Safety Building • City Hall • Community Center • Municipal Airport (Pilot lounge / Front Desk) • Library
Mailer	1	• Every Door Direct Mail (EDDM)
Press Release	1	• City Media List (1 press release) • City Website

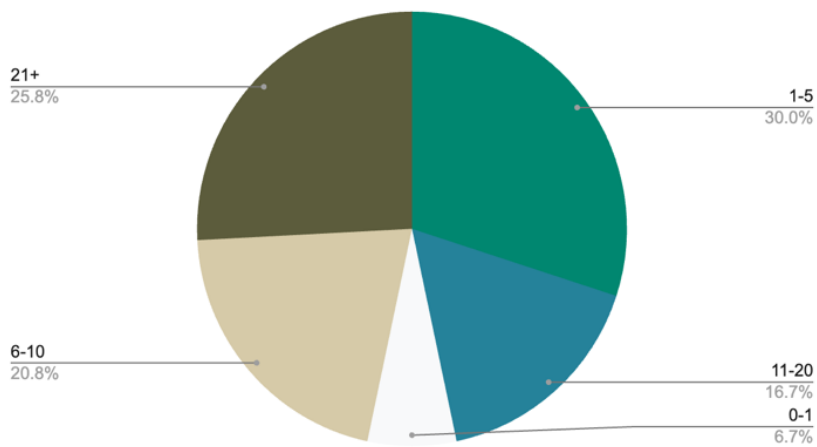
Results and Feedback

Feedback Form

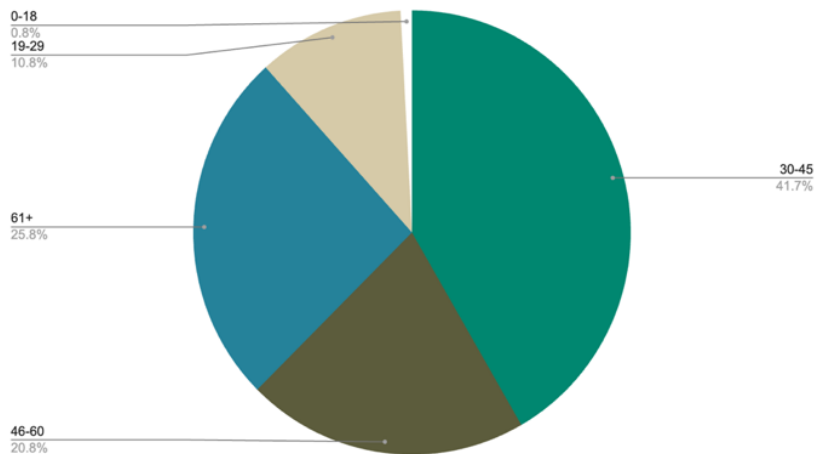
An online Feedback Form received responses from 126 total participants, with 120 self-identified Marina residents included in this analysis. Below is a summary of the responses collected. The complete feedback form data can be found in Appendices I, J, K and Q.

Demographics

Length of Residency in Marina



Respondent Age Ranges



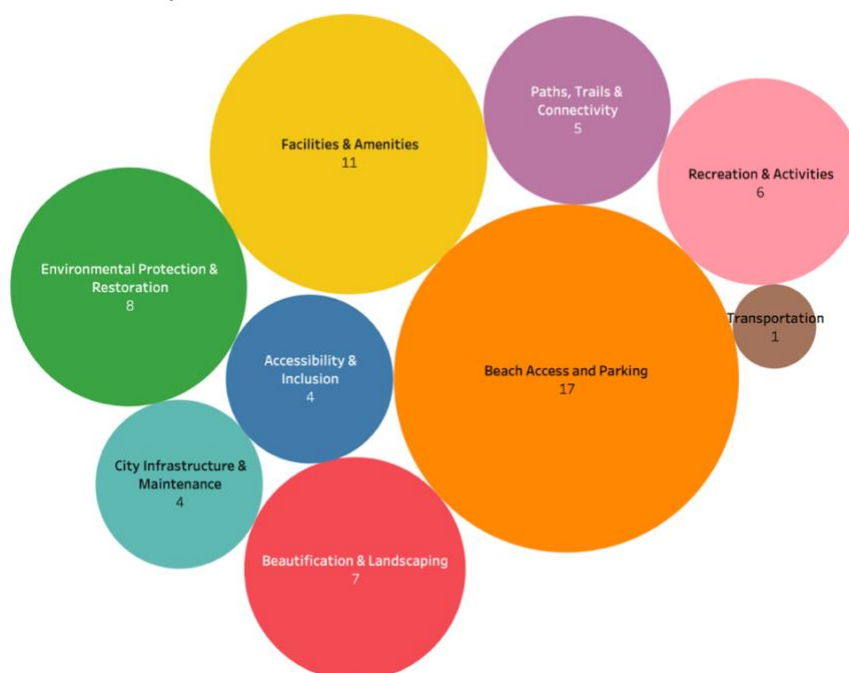
Top Preferred Amenities and Improvements

Respondents ranked their top priorities for coastal amenities and improvements on a scale of 1-5 (lower ranking indicates higher priority):

Amenity Type	Average Ranking	Ranked 1	Ranked 2	Ranked 3	Ranked 4	Ranked 5
Improved trails and pathways	2.12	55 (45.83%)	24 (20%)	24 (20%)	6 (5%)	11 (9.17%)
Park amenities	2.66	29 (24.17%)	26 (21.17%)	33 (27.5%)	21 (17.5%)	11 (9.17%)
Environmental restoration	2.67	34 (28.33%)	23 (19.16%)	29 (24.17%)	17 (14.17%)	17 (14.17%)
New passive recreation opportunities	2.79	23 (19.16%)	27 (22.5%)	36 (30%)	20 (16.67%)	14 (11.67%)
Enhanced parking	2.84	25 (20.83%)	31 (25.83%)	25 (20.83%)	16 (13.33%)	23 (19.17%)

When given the opportunity to provide an open-ended response to supplement these ranked amenity types, residents highlighted the following key themes:

Additional Coastal Improvement Preferences



Below are some examples of suggestions in the top few categories. Refer to Appendix K for a complete list of responses:

Beach Access & Parking

- “Parking with a short walk to the beach (that’s not cliffs) it’s really hard for families to get to the shoreline with littles.”
- “The Parking lot at Marina State beach needs to expand. People are not able to park nearby.”
- “Access to beaches needs to be easier. All our beaches have long paths and/or enormous hills to traverse.”

Facilities & Amenities

- “Clean bathrooms, less litter.”
- “The City of Marina needs a beautiful, flower-filled town square with an accessible epicenter for gatherings.”
- “Marina State Beach could use a coffee and tea kiosk for locals and visitors.”

Environmental Protection & Restoration

- “Snowy plover protection signs and enforcement.”
- “Safe access to clean water for wildlife west of hwy 1.”

Beautification & Landscaping

- “The bushes and trees near the [Locke-Paddon Park] need trim and clearance.”
- “Please allocate money for the Asian American Garden Project at Locke Paddon.”
- “More cypress trees, Monterey pine & coastal redwoods throughout the city.”

Recreation & Activities

- “Keep dog friendly access!”
- “Just south of the Cemex sand plant is a flattened plateau, a perfect area for providing a low cost campground”
- “Exploration of a new pier for local recreation, tourism and fishing.”

In terms of improving beach access, residents highlighted the following key priorities (lower ranking indicates higher priority):

Improvement	Average Ranking	Ranked 1	Ranked 2	Ranked 3	Ranked 4
Improved trails/pathways	1.9	60 (50%)	27 (22.5%)	18 (15%)	15 (12.5%)
Enhanced parking	2.37	31 (25.83%)	38 (31.67%)	27 (22.5%)	24 (20%)
Environmental restoration	2.38	36 (30%)	26 (21.67%)	34 (28.33%)	24 (20%)
More passive recreation amenities	2.55	22 (18.33%)	32 (26.67%)	44 (36.67%)	22 (18.33%)

Below are some examples of suggestions in the open-ended response field that followed this question. Refer to Appendix K for a complete list of responses:

Beach Access & Paring

- “Anything that makes access to the beaches easier for ALL!”
- “I would love to see trail improved to allow for roller skates and wheel chairs!!”

Facilities & Amenities

- “Restroom facilities at all coastal access points.”
- “Lake Court Public Restrooms”

Environmental Protection & Restoration

- “Any that preserve open space of the natural environment”
- “Restore Cypress Trees from Environmental Damage of Suburban Development”

Beautification & Landscaping

- “City beautification”
- “Welcome to Marina sign off Reservation Road exit would make that area look better. Not good 1st impression now. It is a dirt pullover spot for trucks now.”

Recreation & Activities

- “Fort Ord Dunes visitor center that honors the military history of Marina”
- “Park facilities/camping”

Additionally, residents shared the following when asked to select their top priority areas if the payment could be spent outside the Coastal Zone (respondents could select up to 2):

1. Parks and Recreation (73 votes)
2. Public Facilities (59 votes)
3. Restoration (35 votes)
4. Public Access (18 votes)
5. Other (16 votes)

Priority Sites

When asked to rank their preferred sites in the Coastal Zone for improvements or upgrades, residents indicated the following preferences (lower ranking indicates higher priority):

Location	Average Ranking	Ranked 1	Ranked 2	Ranked 3	Ranked 4
Beach Access at Dunes Drive	2.26	41 (34.17%)	30 (25%)	26 (21.67%)	23 (19.17%)
Locke-Paddon Park	2.38	43 (35.83%)	17 (14.17%)	32 (26.67%)	28 (23.33%)
Beach Access at Lake Court	2.51	29 (24.17%)	30 (25%)	32 (26.67%)	29 (24.17%)
Beach Access at Cemex Property	2.68	28 (23.33%)	18 (15%)	39 (32.5%)	35 (29.17%)

Locke-Paddon Park

Residents named the following priority improvement projects at Locke-Paddon Park to allocate potential funding to (respondents could select up to 3):

1. Restoration/maintenance of vernal ponds (75 votes)
2. Bridge across pond (54 votes)
3. Improved trail system (53 votes)
4. Urban forest/oak woodland/community gardens (47 votes)
5. Public facilities (educational/instructional learning, amphitheater, etc.) (41 votes)
6. Asian gardens (29 votes)
7. Other (11 votes)

Community Workshops

The City held two workshops for this initiative: a virtual workshop on March 25 and an in-person workshop on March 29. For the virtual session, attendees could submit questions in advance, ask questions live and participate in a guided live feedback session. During the in-person workshop, attendees split up into three small groups to collaboratively respond to five guided questions and provide responses on a large sticky pad. For the complete collection of materials from the community workshops, including the slide deck, sticky pad suggestions, handouts and more, refer to Appendices G, H, L, M and N.



In-Person Workshop in Council Chambers on March 29

Virtual Workshop:

The virtual workshop had 12 attendees and covered pre-submitted resident questions, live audience questions and community feedback. It yielded several ideas and insights.

Accessibility concerns: Residents cited current challenges with beach access, particularly for mobility-challenged community members, highlighting a need for inclusive design in any beach access improvements.

Priority sites: Participants indicated a preference for Locke-Paddon Park as a priority site for improvements, noting the existing park needs and proposed amenities identified by the community in previous years.

Sustainability focus: Participants emphasized the importance of long-term value in improvements, particularly highlighting Locke-Paddon Park as potentially more durable site for improvements than a beach that's vulnerable to erosion. The discussion also highlighted the importance of the Locke-Paddon Park vernal ponds for water management and habitat value, with suggestions for complementary features like pollinator gardens.

In-Person Workshop:

At the in-person workshop, approximately 15 attendees worked in three small groups to brainstorm responses to five key questions. Common themes emerged from this exercise in terms of priorities, including:

Access improvements: Groups consistently identified ADA accessibility improvements, enhanced beach parking and clean public restrooms as top priorities.

Community gathering spaces: Participants expressed strong interest in spaces for community connection, including an amphitheater or other gathering areas.

Site prioritization: Locke-Paddon Park emerged as a priority location due to its feasibility for improvements and potential for broad public impact. The CEMEX property and Lake Court Drive also received significant support.



Small group exercise at in-person community workshop

Sticky Pad Group Activity Responses

Q1: What your top priorities for a Coastal Access and Amenities Plan?

Group 1	Group 2	Group 3
• Cleaner look/City Identity • Beach Parking ◦ Parking fees for ongoing revenue • Event space/amphitheater • Beach Access Improvement	• Serve the broadest population of Marina • Improve ADA access • Improve Marina Beach parking lot • Whatever project we come up with, we execute some time with or without Cal-Am	• Additional parking at Marina State Beach • Improve runoff system • Walking access • Public facility (amphitheater) • Missing sidewalk • Access at Cemex-Future Park • More restrooms • Restoration of wetlands

Q2: Of the Priority 1 sites shared, which are most important to you?

Group 1	Group 2	Group 3
• Locke-Paddon • Lake Ct.	• Locke-Paddon Park ◦ Feasibility ◦ Best public impact • Cemex property (Future access point)	• Cemex site • Public Access – South of Beach at Lake Court • Amenities: Parking, restrooms, trails & restoration

Q3: Of the beach access sites, which are top priority, and what types of amenities would you like to see?

Group 1	Group 2	Group 3
• Clean restrooms • Trail condition/improvement • Parking • Concessions lease ◦ Ongoing revenue	• Bathrooms – All • ADA access – Fort Ord Dunes • Educational Component: Habitat care, safety	• N/A

Q4: Which improvements to Locke-Paddon Park are most important to you? Which would you like to see funding prioritized for?

Group 1	Group 2	Group 3
• Amphitheater (music) • Trail Improvement • Pond restoration • Bathroom/facilities improvement ◦ Safety/CCTV	• Restoration of vernal pond ◦ Maintained forever after • Improve trail system	• Vernal pond restoration • Asian Garden • Recreation & active play area • Public facility amphitheater • Elevated bridge over pond • Beach access from park

Q5: If the \$3 million could go outside of the Coastal Zone, what facilities, recreational opportunities or restoration projects would you prioritize?

Group 1	Group 2	Group 3
• Los Arboles sports complex improvements • Windy Hill Park restroom • Recognize our wells (placemaking)	• Fund park maintenance • Safer walkway and bike paths in the City ◦ Feeder paths from the community • Landscaping in the City and murals/artwork	• Construct missing sidewalk (Carmel, Reindollar, Redwood) • Small park with courts (basketball, tennis, volleyball)

Social Media Feedback

Additional comments gathered through Nextdoor and Facebook reinforced workshop and survey themes. Key priorities mentioned included:

- Environmental restoration, particularly for Locke-Paddon Park and its potential as a birding destination
- General City beautification (landscaped medians, sidewalk improvements, better signage)
- Recreational amenities (dog park, skating facilities, music venues)
- Improved maintenance of existing coastal facilities

The complete list of social media comments can be found in Appendix P.

Key Takeaways

Based on the feedback received, several clear priorities emerged for how the potential \$3 million could be allocated to improve Marina’s coastal access and amenities.

Community Priorities for Funding

The Marina community indicated a preference to prioritize **improved trails and pathways**, particularly those that enhance beach accessibility for all residents, including those with mobility challenges such as persons with disabilities or families. This priority consistently ranked highest across all feedback channels. The community particularly highlighted **Beach Access at Dunes Drive** as a high priority location for beach access improvements.

Residents also prioritized **environmental restoration**, particularly at Locke-Paddon Park, where the vernal pond restoration received strong support. Community members noted that restoration projects may offer more lasting ecological benefits than beach access improvements that may be susceptible to erosion.

Recreational Amenities were also a key focus in community feedback. Restrooms, picnic areas, lighting, trash cans, concession stands, campgrounds and event spaces were among the top-cited needs. Residents emphasized that these amenities enhance the safety and overall usability of public spaces, making them more inviting.

Site-Specific Investment Preferences

Locke-Paddon Park emerged as a centerpiece for potential improvements, particularly in community discussions at the in-person and virtual workshops. At this site, the community noted strong support for:

1. Restoration and maintenance of vernal ponds
2. Development of an improved trail system, including new connections to beach areas
3. Construction of a bridge across the pond
4. Creation of community gardens and educational facilities

Beach Access at Dunes Drive received the highest location ranking through the Feedback Form, with residents favoring:

1. Enhanced trails connecting to the beach
2. Improved parking facilities
3. Better maintenance of existing access points

Additional Considerations

Throughout the engagement process, several themes emerged that could help inform a Public Access and Amenities Plan:

- **Accessibility for All:** Community members consistently emphasized the need for universal design principles that would make coastal areas – or any potential improvements – accessible to people of all abilities, ages and needs.
- **Long Term Sustainability:** Residents expressed concern about the durability of improvements in the coastal environment, particularly given challenges like erosion, and emphasized the importance of projects that would provide lasting value.
- **Balancing Improvements with Natural Preservation:** Feedback reflected a desire to enhance amenities, access and recreational opportunities while protecting and restoring the ecological integrity of Marina’s natural environment. Residents also emphasized natural preservation as critical to maintaining the City’s identity and expressed interest in potentially including education components about local ecology and history.
- **Upgraded Amenities and Aesthetics:** Community members frequently expressed a desire to make Marina’s coastal areas safer, more family-friendly and more engaging and inviting. Economic vitality and improving the image of Marina were noted sentiments.
- **Regular Maintenance:** Many resident comments highlighted the importance of allocating resources towards ongoing maintenance of existing and new facilities, ensuring that improvements remain functional and attractive over time.

This provides valuable guidance should the \$3 million in mitigation funds ultimately become available to the City, identifying priority projects that would enhance public access, public facilities, recreational opportunities and restoration while respecting Marina’s unique environmental character.

Exhibit C:
Community Feedback: Appendix
<https://cityofmarina.org/DocumentCenter/View/15622/For-Marina-By-Marina-Community-Engagement-Plan---Appendix?bidId=>

April 7, 2025

Item No. **13b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 15, 2025

**CITY COUNCIL TO RECEIVE A REAL ESTATE MARKET ANALYSIS
AND SITE ASSESSMENT REPORT FOR THE CITY OF MARINA
PREPARED BY HDL COMPANIES**

REQUEST:

It is requested that the City Council:

1. Consider receiving the City of Marina Real Estate Market Analysis & Site Assessment Report and provide direction to city staff.

BACKGROUND:

The City retained HdL ECONsolutions to provide an economic and market assessment and a retail void analysis for the City of Marina. This information will be used to assist with the city's economic development efforts and will also be useful for the General Plan update. The report analyzes retail needs city-wide to evaluate market potential; identify development opportunities; analyze consumer behavior and demographics; and recommends strategies to attract retailers. The report also provides specific insight on retail opportunities within the Marina Landing Shopping Center, the undeveloped Dunes commercial sites, and the Marina downtown area. Information gained from this assessment may also be referenced by prospective investors and developers when considering retail expansion or development in Marina.

ANALYSIS:

The Real Estate Market Analysis & Site Assessment provides a comprehensive analysis of the City of Marina's retail landscape, examining market demand, competitive position, development opportunities, and economic trends. The goal is to provide data-driven insights and strategic recommendations that support business attraction, investment decisions, and long-term commercial growth.

The report includes key findings related to population growth and retail demand; income and spending power; and retail leakage and opportunities. Leveraging information in the report will assist Marina in developing strategies to address its retail deficiencies, capitalize on growth opportunities, and build a more resilient and diversified economic base.

The report discusses opportunities for attracting national and regional retailers; expansion of local businesses; leveraging student and tourism markets; and enhancing retail infrastructure. In addition to recommendations that support business attraction and long-term commercial growth, the report includes a list of businesses that are expanding and have marketplace and location criteria that closely align with areas in Marina including downtown/central Marina; Marina Landing Shopping Center, the Dunes development, and other vacant property in Marina. The report also noted that many Marina residents shop in Salinas, Seaside, and Monterey. Marina's competitive strengths and challenges when compared to these three neighboring cities is included on Page 20 of the document.

The report concluded that Marina has significant retail expansion opportunities, with clear evidence of an unmet demand in multiple sectors. When compared to Monterey County and the State of California, Marina's population growth, income levels, and existing retail gaps position

the city as a prime market for new business. In addition to addressing retail leakage through targeted business attraction and development strategies the report's recommendations include enhancing tourism appeal, supporting local businesses, leveraging educational institutions, and promoting outdoor recreation.

Barry Foster, Principal/Managing Director for HdL ECONsolutions will present information from the Real Estate Market Analysis and Site Assessment at the City Council Meeting. The report is for informational purposes and no City Council action is needed.

FISCAL IMPACT:

There is no fiscal impact.

Respectfully Submitted by:

Tori Hannah
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

APRIL 11, 2025

City of Marina

Real Estate Market Analysis & Site Assessment



Prepared by:

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Contents

Introduction..... 2

Purpose of Market and Site Assessment 3

Trade Area Overview 4

Retail Real Estate Market Analysis 4

Overview of Marina’s Dining Experience 6

Overview of Marina’s Retail Environment..... 7

Shopper Demographics and Traffic Patterns 9

Sales Tax Comparison..... 10

Retail Gap Analysis and Market Comparison: City of Marina, Monterey County, and California
..... 11

Retail Landscape Comparison: Marina vs. Monterey County and California..... 12

Comparative Market Analysis: Marina vs. Seaside, Monterey, and Salinas 14

Summary of Void Analysis Reports 18

Market & Site Assessment..... 20

Conclusion 23

Appendix 1 – Void Analysis Reports..... 24

Appendix 2 – INSIGHT Market Analytics Reports..... 25

Executive Summary

The City of Marina is undergoing significant retail and economic growth, driven by rising household numbers, increasing consumer demand, and strategic development projects. This market study evaluates Marina's retail landscape, identifying strengths, challenges, and opportunities for expansion. Marina's retail market benefits from stable occupancy rates (97.6%), a low vacancy rate (2.4%), and strong demand for retail space, as reflected in a 383.9% increase in net absorption over the past year. However, retail leakage to neighboring cities such as Monterey, Seaside and Salinas underscore the need for a diversified retail mix to capture local spending, as well as attracting consumer spending of residents of nearby communities (Monterey, Seaside and Salinas).

This report analyzes the city's overall retail environment, along better understanding two prime retail development sites—Marina Landing (anchored by a Walmart Supercenter) and The Dunes (6.15-acre property)—to determine their best use and economic viability. Additionally, it examines Marina's dining scene, sales tax revenue distribution, and competitive position relative to nearby cities. With strategic planning, investment, and a focus on retail diversification, experiential shopping, and destination retail, along with better understanding gap analysis possibilities. Marina can strengthen its local economy, reduce sales leakage, and enhance its appeal as a commercial hub.

Introduction

This Market Study, prepared by HdL ECONsolutions, provides a comprehensive analysis of the City of Marina's retail landscape, examining market demand, competitive positioning, development opportunities, and economic trends. The goal is to provide data-driven insights and strategic recommendations that support business attraction, investment decisions, and long-term commercial growth.

The study includes:

- Retail Gap Analysis: Identifying sectors with unmet consumer demand.
- Site Assessments: Evaluating two prime retail development locations.
- Competitive Market Comparison: Benchmarking Marina's retail sector against Monterey County and California.
- Sales Tax Revenue Distribution: Analyzing Marina's economic reliance on top businesses.
- Dining and Consumer Behavior Trends: Understanding the role of food and beverage establishments in local economic activity.

By leveraging these insights, Marina can implement targeted strategies to attract retailers, improve commercial offerings, and enhance its economic sustainability.

Purpose of Market and Site Assessment

A Market and Site Assessment evaluates economic and demographic factors that influence the viability and best use of commercial, retail, or mixed-use development sites. This analysis provides critical insights for investors, developers, and city planners to determine market demand, competitive positioning, and potential returns.

Key Areas of Analysis

1. Retail Market Performance
 - o Evaluating sales trends and consumer demand in Marina.
 - o Comparing sales tax revenue distribution among Marina, Monterey, Salinas, and Seaside.
 - o Identifying opportunities for retail expansion.
2. Demographic and Economic Trends
 - o Assessing population growth, household income levels, and spending behavior.
 - o Understanding how workforce and student populations impact consumer demand.
 - o Examining infrastructure improvements and their effect on retail accessibility.
3. Retail Void Analysis
 - o Identifying underrepresented retail categories and market gaps.
 - o Comparing Marina's retail mix to Monterey County and California.
 - o Recommending businesses and retail concepts that fulfill unmet consumer demand.
4. Site-Specific Considerations
 - o Marina Landing (Adjacent to Walmart): High-traffic location with opportunities for fast-casual dining, personal services, and convenience retail.
 - o The Dunes (6.15-Acre Site): Prime mixed-use development opportunity with demand for boutique retail, specialty grocery, and student-focused good and services.
 - o Downtown/Central Marina: Create a town Center environment for Marina through Downtown Vitalization Specific Plan by redeveloping, repositioning and/or enhancing long-time established shopping centers, as well as developing new residential opportunities and mixed-use projects in the city's central core area.
5. Competitive Market Positioning
 - o Analyzing how Marina competes with neighboring cities in retail, dining, and entertainment offerings.
 - o Evaluating the role of Cal State Monterey Bay (CSUMB) students (over 7,700 students) in local spending patterns.
 - o Providing strategies to strengthen Marina's commercial identity and reduce retail leakage.

Strategic Importance

By understanding these market dynamics, developers can make informed investment decisions, and city planners can implement policies that attract a balanced retail mix to support long-term economic sustainability.

Trade Area Overview

When performing a retail assessment, it is important to define the area you are evaluating. While this study is focused on the City of Marina marketplace, it is also important to remember that a retail market extends beyond municipal boundaries and spills into nearby communities.

Developers, real estate professionals, and potential new businesses place value on factors like population density, demographics, traffic volume & traffic flow patterns, and competition from other retail locations when looking to expand and/or invest in new locations or to develop new projects. This market study will examine the make-up of the consumers and the retail marketplace within Marina and its trade area.

Retail Real Estate Market Analysis

The retail real estate market in Marina continues to demonstrate stability and growth, with key indicators reflecting strong occupancy rates and increasing lease rates. The demand for retail space remains consistent, driven by new residential developments and a growing population. Data from CoStar provides a detailed overview of market performance, highlighting trends in inventory, vacancy, absorption, and sales.

Inventory and Vacancy Rates

The total retail inventory in Marina exceeds 1 million square feet, marking a 2.9% increase from the prior period. This growth reflects ongoing development and the city's ability to attract new retailers. The current vacancy rate stands at 2.4%, slightly higher than the previous rate of 2.0% but still below the regional average. This suggests that demand remains strong, with businesses actively seeking retail locations in Marina. The overall occupancy rate remains solid at 97.6%, with 98.2% of retail space currently leased, indicating minimal underutilized space in the market.

Available Space and Lease Rates

Retail space availability in Marina remains relatively limited, with approximately 25,400 square feet of vacant retail space and an overall availability rate of 2.0%. This low availability suggests that Marina's retail market is competitive, with new businesses facing limited options for entry. Lease rates have continued to climb, with the average asking lease rate now at \$2.95 per square foot, reflecting a 2.4% increase from the previous period. This rise in lease rates signals growing confidence in the market and the willingness of retailers to pay premium prices for prime locations.

Demand and Absorption Trends

Absorption rates provide insight into the demand for retail space. Over the past 12 months, Marina has experienced net absorption of 23,300 square feet, representing a significant 383.9% increase from the prior period. This surge in absorption indicates strong demand for retail space, as new businesses continue to enter the market and existing businesses expand. Lease renewals remain high, with an average 24-month renewal rate of 88.2%, reinforcing the long-term stability of Marina's retail sector.

Sales and Market Trends

The market capitalization rate, which measures investor returns, has increased to 6.0%. This upward trend suggests a favorable environment for investors seeking stable, long-term returns on retail properties. With increasing lease rates and strong absorption trends, Marina's retail market presents opportunities for both investors and businesses looking to establish a presence in the city.

Given Marina's low vacancy rates, rising lease prices, and strong absorption trends, there is clear demand for additional retail development. The influx of new residents from ongoing housing projects and the economic influence of CSUMB (over 7,700 students) contribute to a growing consumer base in need of expanded retail and dining options.

THEATER DISTRICT

OFFICE DISTRICT

PHASE 1

PHASE 2

PHASE 3

LEGEND

- PHASE 1
- PHASE 2
- PHASE 3

Strategic Recommendations

1. Attract experiential and lifestyle retail to differentiate from competing centers.
2. Develop student and workforce-serving retail to leverage CSUMB's influence.
3. Optimize site design for mixed-use potential while maintaining retail viability.
4. Encourage anchor tenants or destination retailers to establish strong demand.

By implementing these strategies, Marina can strengthen its retail landscape, increase tax revenue, and enhance economic vitality.

Source: Costar

Overview of Marina's Dining Experience

Marina, California, offers a diverse and evolving dining scene that caters to a variety of tastes, ranging from outdoor dining spots to chef-owned restaurants and fast-casual eateries. The city's coastal climate makes outdoor dining a popular option, with establishments like Salt Wood Kitchen & Oysterette, Coffee Mia, and Ticos Breakfast & Lunch offering al fresco seating. Chef-owned restaurants, such as Aki Fresh Mex, introduce unique flavors and health-conscious menus, enhancing the local dining culture.

For fast-casual dining, options like Dametra Fresh Mediterranean and Michael's Grill and Taqueria provide quick yet high-quality meals for those on the go. Marina also boasts a variety of cuisines, including Asian, American, Mexican, and seafood specialties, ensuring that both residents and visitors have ample choices. While fine dining options within Marina are somewhat limited, nearby cities offer upscale culinary experiences. The fast-casual sector remains strong, offering a balance between convenience and quality.



- Outdoor dining is a highlight, taking advantage of Marina's coastal weather, with several restaurants offering patio seating.
- Chef-owned restaurants introduce specialty and health-conscious options, enriching the city's dining landscape.
- Fast-casual dining is well-represented, catering to those looking for quick and flavorful meals.
- Marina's dining scene is diverse, spanning multiple cuisines and accommodating a wide range of preferences and dining styles.
- While fine dining is limited, nearby cities provide additional upscale options for those seeking high-end culinary experiences.

Marina's dynamic food scene continues to grow, with opportunities for expanding upscale dining and attracting more diverse eateries to enhance the city's appeal as a dining destination.

Overview of Marina's Retail Environment

Marina's retail scene is evolving to serve a diverse local community that includes residents, college students, and visitors attracted by the city's coastal amenities. Retail centers in Marina are positioned not only as places for everyday shopping but also as community hubs that foster social interaction, outdoor dining, and local events. The retail mix ranges from neighborhood convenience centers to redeveloped mixed-use retail districts that aim to capture the dynamic lifestyle of the region.

A. Marina Landing Shopping Center

Overview & Redevelopment:

Marina Landing is a retail center located on 150 Beach Road. Initially developed from a vacant former K-Mart site to a Walmart Supercenter, it has been repositioned through a strategic redevelopment process. The redevelopment has included negotiating key entitlements, updating design features, and securing a long-term ground lease with a major national retailer.

Key Features:

- **Anchor Tenant:** The center's anchor is Walmart, which was one of the first expedited openings in California under the new redevelopment strategy.
- **Redevelopment Phases:**
 - *Phase 1:* Focused on achieving key entitlements and securing the Walmart lease.
 - *Phase 2:* Envisions a mix of retail pads (for instance, leasing space to prominent chains such as a Starbucks drive-thru).
- **Ownership/Investment:** The project was initially acquired and redeveloped by Tallen Capital Partners, whose strategic vision was to transform a blighted site into a vibrant community resource.

Source: [Tallen Capital Partners](#)

B. Downtown/Central Marina Shopping Area (Marina Village Shopping Center, Seacrest Plaza, Marina Square & Cypress Plaza)

Overview & Tenant Mix:

Located at the corner of Reservation Road and Del Monte Blvd, there are 4 shopping areas envisioned as Marina's downtown area. It primarily serves the local community and residents in Central Marina.



Key Features:

- **Tenant Profile:**
 - o National chains such as Lucky Market, CVS, Auto Zone, Goodwill, Ace Hardware, McDonald's, O'Reilly Auto, Grocery Outlet, Walgreens, Taco Bell, Dollar Tree, Jack in the Box, and Wells Fargo are situated here.
 - o A variety of smaller retail and service tenants fill in the remaining spaces. PDF materials highlight tenants with long-term leases, with some businesses having been in place since the late 1960s or 1980s.
- **Traffic & Demographics:**
 - o The four centers benefit from significant vehicular traffic, with reports indicating average daily counts of approximately 19,000 vehicles along Reservation Road and 24,000 on adjacent roads. While these counts refer to vehicular flow, they are indicative of strong shopper presence on weekends and during peak shopping times.
 - o The surrounding demographic data (a population of about 22,000 with a median age in the mid-30s and average household incomes around \$73,000) suggests a steady base of local consumers whose needs are met by the center.

Source: [Marina Village](#)

C. The Dunes Promenade**Overview & Concept:**

A new retail concept in Marina is emerging with The Dunes Promenade—a mixed-use, open-air district that is under construction as part of a larger live-work-play community. Developed by Shea Homes, this project is set on land that was once part of the Fort Ord military base and is being transformed into a walkable retail and dining destination. Existing uses here include Target, REI, Five Below, Michaels, Ross, Best Buy, Kohl's, Old Navy, Brass Tap, Smashburger, Chipotle and Starbucks.

**Key Features:**

- **Design and Layout:**
 - o The design emphasizes outdoor community spaces, including tree-lined paths, a village square for gatherings, and landscaped areas that invite leisure and social activity.
- **Tenant Opportunities:**
 - o Trader Joe's recently opened and here with additional tenants likely to include shops, restaurants, and service businesses.
 - o The development includes "live-work" units above the retail spaces, providing flexibility for small business operators.

- **Market Positioning:**

- o Located within a dynamic, master-planned community with nearly 1,900 new homes and additional residential projects on the way, the Promenade is poised to capture both local demand and visitor interest from the region.

Source: [The Dunes Promenade](#)

Shopper Demographics and Traffic Patterns

While explicit “average weekend” shopper counts are not always publicly detailed, several indicators provide useful context:

- **Traffic Data:**

- o For example, the Downtown-Central Marina shopping area benefits from reported average daily traffic counts of approximately 19,000 vehicles along Reservation Road and 24,000 on Del Monte Blvd. These figures, especially during weekends, suggest robust exposure to potential shoppers.

- **Community Profile:**

- o Demographic information from surrounding areas (e.g., a local population of around 22,000, median age in the mid-30s, and average household incomes in the low-to-mid \$70,000 range) supports the likelihood of steady weekend patronage for neighborhood centers.

- **Retail Trends:**

- o According to national studies from the International Council of Shopping Centers (ICSC), most shopping centers see frequent visits from local consumers, often with many households visiting at least once per week for convenience, dining, or community events. These trends likely mirror shopper behavior in Marina, particularly in centers that blend traditional retail with community gathering spaces.

Additional Pertinent Information:

- **Community Integration:**

Many retail centers in Marina are designed not just for shopping but to serve as community focal points. The design of The Dunes Promenade, for instance, integrates green spaces and communal plazas that encourage extended visits and community events.

- **Redevelopment and Investment Trends:**

The recent investments in Marina Landing and The Dunes Promenade reflect a broader trend in the region toward redeveloping underutilized sites into vibrant, mixed-use environments. Such projects are intended to stimulate local economies, increase job opportunities, and generate additional tax revenue for the city.

- Historical Context:**
Some centers, like Marina Village, and Seacrest Plaza in central Marina have longstanding tenant relationships that date back several decades, underscoring their importance as neighborhood staples that have adapted over time to changing consumer demands.

Marina’s retail landscape is a blend of established neighborhood centers and innovative new developments. Together, these centers reflect a strategic approach to redevelopment and community engagement in the city of Marina, ensuring that retail continues to play a vital role in the local economy and social life.

Sales Tax Comparison

In examining the sales tax revenue across various cities, it becomes evident that the economic stability and growth potential of a city can be significantly influenced by the diversity of its business base. This comparison highlights the varying degrees of reliance on top businesses for sales tax revenue in Marina, Monterey, Salinas, and Seaside, and underscores the implications of such dependencies.

City	Total Sales Tax (\$) Calendar Year 2024	Sales Tax Per Capita (\$)	Top 25 Contribution (%)
Marina	\$2,560,705	\$112.32	69.50%
Salinas	\$32,630,511	\$199.61	41%
Seaside	\$8,553,153	\$246.91	74%
Monterey	\$7,910,508	\$264.46	36%

Marina's heavy reliance on its top 25 businesses for nearly 70% of its total sales tax revenue presents a high concentration risk. This lack of diversification means that the city is vulnerable to economic downturns if any of these key businesses were to relocate or shut down. To mitigate this risk, Marina could benefit from strategies aimed at attracting a broader mix of businesses, including expanding its retail, entertainment, and service sectors.

In contrast, Monterey boasts the highest sales tax per capita at \$264.46, driven by strong retail activity per resident, likely fueled by tourism and high consumer spending. This robust per capita figure reflects a healthy and dynamic economic environment.

Salinas, while generating the highest total sales tax revenue, has the lowest dependency on its top 25 businesses at 41%. This indicates a well-balanced retail economy with contributions from a diverse mix of businesses, reducing the city's economic vulnerability.

Meanwhile, Seaside's 74% concentration of sales tax from its top 25 businesses suggests a higher susceptibility to shifts in large business activity. This reliance on a few major contributors makes Seaside more vulnerable to economic fluctuations.

Overall, this comparison underscores the importance of a diversified business base in ensuring economic resilience and sustainable growth for cities.

Retail Gap Analysis and Market Comparison: City of Marina, Monterey County, and California

Overview

This report delves into the retail landscape of the City of Marina, offering a comprehensive analysis of the existing retail gaps. By examining the findings from the gap analysis, the report identifies key areas where local demand significantly surpasses supply. Additionally, it compares these findings with market conditions in Monterey County and the state of California to uncover business opportunities and potential avenues for retail expansion.

Key Findings from the Gap Analysis

The analysis indicates several retail sectors in Marina have significant demand that exceeds local supply. The most notable gaps include:

- Furniture Stores: A deficit of over \$5.3 million in local spending suggests the need for furniture retailers to serve the growing residential base.
- Jewelry, Luggage, and Leather Goods: A shortfall of \$2.5 million represents an opportunity for specialty retailers.
- Electronics and Appliance Stores: The current market shows a \$3.9 million gap, signaling potential for consumer electronics and home appliance stores.
- Clothing Stores: A \$11.8 million gap suggests high demand for apparel retailers.
- Shoe Stores: A \$2.2 million deficit indicates an unmet need for footwear retailers.
- Grocery Stores: A \$27.2 million gap reflects a strong need for additional grocery options.
- General Merchandise Stores: A shortfall of \$25.4 million, indicating demand for department store-style retailers.
- Automotive Dealers: A gap or shortfall of \$63.7 million, indicating a demand for auto dealers to open in Marina.

By addressing these gaps, Marina can attract a broader mix of businesses, enhance its retail offerings, and reduce economic risk associated with over-reliance on a few major contributors. This strategic approach will not only meet the needs of the local community but also foster a more resilient and diversified economic base.

Source: Consumer Demand & Market Supply Assessment from INSIGHT Market Analytics report (Appendix 2)

Retail Landscape Comparison: Marina vs. Monterey County and California

When compared to broader regional and state markets, Marina exhibits unique retail deficiencies but also significant growth potential. This comparison is valuable for several reasons:

Benchmarking Performance: Comparing Marina's retail landscape to that of Monterey County and the state of California provides a benchmark to measure its performance. It helps identify areas where Marina is lagging and where it is excelling, offering a clearer picture of its economic health.

Identifying Opportunities: By understanding how Marina's retail environment stacks up against regional and state averages, stakeholders can pinpoint specific sectors with unmet demand. This insight is crucial for attracting new businesses and guiding existing ones on where to expand.

Understanding Market Dynamics: Regional and statewide comparisons shed light on broader market trends and consumer behaviors. This understanding helps local businesses and policymakers make informed decisions that align with these trends, ensuring they remain competitive.



Assessing Growth Potential: Marina's unique retail deficiencies highlight areas with significant growth potential. For instance, gaps in sectors like grocery stores, general merchandise, and clothing stores indicate opportunities for new entrants to capture unmet demand.

Mitigating Risks: A high concentration of sales tax revenue from a few top businesses poses a risk to Marina's economic stability. Comparing this with other regions helps illustrate the importance of diversifying the business base to mitigate such risks.

Strategic Planning: Regional and statewide comparisons provide valuable data for strategic planning. They help city planners and economic developers create targeted strategies to attract a diverse mix of businesses, enhance retail offerings, and foster sustainable growth.

Key Findings

Population Growth and Retail Demand

- Marina's population grew by 7.8% over five years, surpassing Monterey County (3.7%) and California (3.5%).
- The number of households in Marina is projected to increase by 8.4%, further increasing the demand for retail.
- Daytime population (23,406 people) includes commuters and students, enhancing potential retail foot traffic.

Income and Spending Power

- The average household income in Marina is \$113,854, which is competitive within the county but slightly below the state average.
- Monterey County, with a higher average income of \$130,408, provides additional retail opportunities from residents shopping in Marina.
- Retail spending per capita remains high in Marina, yet a significant portion of spending is occurring outside the city due to supply constraints.

Retail Leakage and Opportunity

- Many Marina residents leave the city to shop in Monterey, Seaside, or Salinas, resulting in significant retail leakage.
- The gap in grocery and general merchandise stores suggests that major retailers and specialty grocers could thrive in Marina.
- Marina has an opportunity to attract more local-serving retailers to capture sales that currently leave the market.

By leveraging these insights, Marina can develop strategies to address its retail deficiencies, capitalize on growth opportunities, and build a more resilient and diversified economic base.

Source: INSIGHT Market Analytics report

Implications for Retail Development and Investment

1. **Attracting National and Regional Retailers**
 - o The large deficit in general merchandise and grocery categories makes Marina an ideal candidate for major chain retailers.
 - o National brands could establish strong footholds due to minimal direct competition in some key categories.
2. **Expansion of Local Businesses**
 - o Encouraging local entrepreneurs to expand into clothing, electronics, and furniture would address significant demand gaps.

- o Incubating small specialty businesses can enhance the city's commercial mix.
- 3. **Leveraging Student and Tourism Markets**
 - o The presence of Cal State Monterey Bay (CSUMB) contributes to strong demand for dining, entertainment, and affordable shopping options.
 - o Expansion of fast casual restaurants, bookstores, and lifestyle retailers would align with student spending habits.
- 4. **Enhancing Retail Infrastructure**
 - o The city's current retail vacancy rate of 2.4% is below county and state averages, indicating limited available space for new businesses.
 - o Future planning should consider mixed-use developments that integrate retail and residential to support sustainable growth.

The City of Marina presents significant retail expansion opportunities, with clear evidence of unmet demand in multiple sectors. When compared to Monterey County and the state of California, Marina's rapid population growth, strong income levels, and existing retail gaps position it as a prime market for new business investment. Addressing these gaps through targeted retail attraction and development strategies will enhance local economic activity and improve consumer convenience while reducing sales leakage to nearby markets.

Comparative Market Analysis: Marina vs. Seaside, Monterey, and Salinas

The City of Marina is situated within Monterey County and is in close proximity to several neighboring cities, each with its own unique economic landscape. This section provides a comparative analysis of Marina, Seaside, Monterey, and Salinas, examining their economic development, demographics, major employers, visitor attractions, and competitive positioning. The goal is to understand Marina's strengths, challenges, and opportunities in relation to these nearby communities and to outline strategies for enhancing its competitive edge.

Geographic Proximity

Marina's location provides a strategic advantage, as it is within short driving distances to key economic hubs in the region:

- Marina is approximately six miles from Seaside, a drive of about seven to nine minutes.
- The city is about nine miles from Monterey, taking roughly 10 to 16 minutes by car.
- Salinas is located approximately 11 miles from Marina, with an average drive time of 25 minutes.

These short distances mean that Marina is directly influenced by the economic and commercial activities of these neighboring cities, and vice versa. Understanding the regional interconnectivity is essential to identifying Marina's positioning in the local economy.

Demographic Comparison

Each of the four cities has distinct demographic characteristics that shape their economic landscape:

- Marina has a population of approximately 22,359.
- Seaside has a larger population, with around 32,366 residents.
- Marina is slightly smaller than Monterey, which has a population of about 30,218.
- Salinas is the largest among them, with 163,542 residents.

While Monterey and Seaside are comparable in size, Salinas dwarfs them all in population, which directly impacts workforce availability, economic output, and retail demand. Marina, in contrast, is a smaller city that has room to grow but must develop its economic strategy to compete effectively.

Economic Overview

Marina is undergoing significant development, with projects such as The Dunes, a mixed-use community featuring retail, dining, and residential spaces. The presence of California State University, Monterey Bay, provides an economic boost by contributing to the local job market and student-driven commerce. Seaside is similarly positioned with its proximity to CSU Monterey Bay, as well as ongoing redevelopment efforts on former military land from the Fort Ord base.

Monterey, in contrast, relies heavily on tourism, with attractions such as Cannery Row and the Monterey Bay Aquarium driving its economy. The hospitality sector is a major employer, and the city has a well-established visitor economy that benefits from both domestic and international tourists. Salinas has a vastly different economic base, as it is the agricultural hub of Monterey County, known as the “Salad Bowl of the World.” The city’s economy is driven by agribusiness, food production, and an expanding industrial sector.

Retail, Dining, and Entertainment

Each of the four cities has distinct offerings in terms of retail, dining, and entertainment. Marina’s retail sector is growing, with developments such as The Dunes Promenade adding new businesses and dining establishments. However, it still lacks the robust shopping districts found in Monterey and Salinas.

Seaside has a diverse mix of local businesses and national retailers, offering a balance between convenience shopping and unique dining experiences. Monterey’s retail and dining sectors are heavily influenced by tourism, featuring high-end boutiques, seafood restaurants, and waterfront dining. The entertainment options in Monterey are among the strongest in the region, with theaters, music festivals, and cultural attractions catering to both visitors and residents.

Salinas provides a mix of retail and dining that reflects its population’s diversity, with a strong presence of Mexican cuisine and family-owned establishments. Major shopping centers and annual events such as the California Rodeo Salinas contribute to the city’s economic vibrancy.

Major Employers

Each city’s economic strengths are reflected in its largest employers. Marina’s job market is driven by educational institutions and retail developments, with the growth of The Dunes providing additional employment opportunities. Seaside’s economy is supported by California State University, Monterey

Bay, and the retail sector. Monterey's key employers include tourism-related businesses, the Defense Language Institute, and local government agencies. Salinas is dominated by agricultural employers such as Dole Fresh Vegetables and Taylor Farms, in addition to healthcare and industrial sectors.

Visitor Attractions

Marina's tourism appeal is rooted in its natural beauty, with Marina State Beach serving as a popular location for hang gliding and outdoor recreation. The city is also a gateway to Fort Ord National Monument, which offers hiking and biking trails. However, compared to Monterey, Marina lacks large-scale attractions that draw significant numbers of visitors.

Seaside benefits from its proximity to beaches and golf courses, including the Bayonet and Black Horse Golf Courses. Monterey, by contrast, is the regional leader in tourism, with world-renowned attractions such as Cannery Row, Fisherman's Wharf, and the Monterey Bay Aquarium. Salinas attracts visitors to the National Steinbeck Center, Toro County Park, and its annual events, but does not have the same level of tourism appeal as Monterey.

Competitive Positioning

Marina has several strengths that can be leveraged for economic growth. Its affordability compared to Monterey makes it attractive for residential and commercial development. The city is also well-positioned to benefit from outdoor recreation tourism, with opportunities to expand its brand as a destination for nature lovers and eco-tourism.

However, Marina faces challenges in differentiating itself from Seaside and Monterey. While Monterey dominates the tourism industry, Marina must carve out a unique identity to draw visitors and businesses. Seaside's redevelopment projects may also create additional competition for retail and housing developments.

Salinas presents a different type of competition, as its strong industrial and agricultural economies provide employment opportunities that attract residents who may otherwise consider living in Marina.

Recommendations for Marina's Economic Development

To strengthen its position, Marina should focus on the following strategies:

1. **Enhance Tourism Appeal:** The city should develop unique attractions and events that can draw visitors, such as outdoor festivals, eco-tourism initiatives, and adventure sports competitions.
2. **Support Local Businesses:** Providing incentives and business support programs can help create a vibrant local economy and attract innovative startups.
3. **Leverage Educational Institutions:** Partnerships with CSU Monterey Bay can foster business development, workforce training programs, and entrepreneurship opportunities.
4. **Promote Outdoor Recreation:** Marketing Marina's natural assets, such as the beach, trails, and open spaces, can attract outdoor enthusiasts and position the city as a destination for adventure tourism.

5. **Future Hotel Development:** Pursue the development of an additional mid-price limited-service hotel. Another hotel could build upon the success of the two newer hotels in Marina – the Marriott SpringHill Suites and the Home2 Suites by Hilton.

Marina is at a pivotal stage in its economic development. With strategic planning and investment, it can strengthen its competitive edge against neighboring cities. By leveraging its affordability, natural resources, and educational institutions, Marina can create a dynamic economic environment that attracts businesses, visitors, and new residents alike.

Competitive Positioning		
City	Strengths	Challenges
Marina	- Affordable housing options compared to neighboring cities	- Developing a distinct identity amidst neighboring tourist-centric cities
	- Ongoing development projects	
	- Proximity to natural attractions	
Seaside	- Central location with access to educational institutions	- Redevelopment of former military land
	- Redevelopment opportunities	- Attracting new businesses
Monterey	- Established tourism industry	- Dependence on tourism makes it vulnerable to economic fluctuations
	- World-renowned attractions	
Salinas	- Strong agricultural base	- Economic diversification beyond agriculture
	- Growing industrial sector	- Addressing social challenges

Recommendations for Marina:

- **Enhance Tourism Appeal:** Develop unique attractions or events to draw visitors, differentiating Marina from neighboring cities.
- **Support Local Businesses:** Provide incentives and support for small businesses to create a vibrant local economy.
- **Leverage Educational Institutions:** Collaborate with nearby universities to foster innovation and attract a skilled workforce.
- **Promote Outdoor Recreation:** Capitalize on natural assets by promoting outdoor activities like hiking, biking, and water sports.
- **Target Gap Analysis Possibilities:** Better understand sales leakage out of Marina to surrounding cities, as well as gap and new retail possibilities.

By focusing on these strategies, Marina can strengthen its economic position and compete effectively with neighboring communities.

Residential Developments

1. **The Dunes at Monterey Bay:** This master-planned community has introduced four new neighborhoods—Sky House, Light House, Bay House, and Rooftops—offering luxurious homes with modern amenities. The Promenade at The Dunes integrates parks, entertainment, dining, and a contemporary "Main Street" experience, attracting residents from the Bay Area, including tech professionals and retirees. [SFGate](#)

2. **Sea Haven:** Located near Monterey Bay, Sea Haven features neighborhoods like Layia and Villosa, offering single-family homes with diverse architectural styles and state-of-the-art features. Residents enjoy proximity to the beach, parks, and walking trails, enhancing the coastal living experience. [Trumark](#)
3. **Marina Station:** A significant mixed-use development project, Marina Station is transforming a large parcel of land situated within the North end of Marina's city limits. The project provides over 1,300 new homes, parks, and open space, 60,000 Square foot of retail, along with 143,000 sq. ft. of office space and 650,000 sq. ft. of flex/industrial space along Highway 1.

Commercial Developments

1. **The Dunes (University Village):** Part of Marina's specific plans, The Dunes is a mixed-use development combining residential, retail, and recreational spaces. It aims to create a vibrant community hub with shopping centers, dining options, and entertainment facilities.
2. **Airport Business Park:** This development focuses on creating commercial opportunities near the Marina Municipal Airport, aiming to attract businesses and stimulate economic growth in the area.
3. **Marina Landing:** Contains a Wal-Mart supercenter and pad opportunities, plus 5.1-acre development opportunity.
4. **Downtown/Central Marina Area:** Home to numerous established shopping centers that serve the daily needs of Marina residents.

Summary of Void Analysis Reports

The void analyses conducted for two sites located in the City of Marina—Site 1 (Beach & Del Monte Blvd) and Site 2 (10th St & 1st St), and the City of Marina as a whole to provide a comprehensive look at retail gaps, market potential, and opportunities for business attraction. While each analysis presents location-specific insights, there are several key similarities and trends across all three of Void Analysis reports. The suggested possibilities are not all-encompassing, but rather HdL recommendations based on Marina's market analytics and HdL's understand of what expanding retailers are looking for in certain trade areas.

Key Findings:

1. **Retail Market Gaps:**
 - o Common retail categories with opportunities include clothing stores, furniture stores, grocery stores, general merchandise, and restaurants.
 - o The demand for home improvement, fitness centers, and specialty food services is evident in all three analyses.

2. Demographic and Economic Overview:

- o Each location benefits from a growing population within a 5- to 15-minute drive-time trade area.
- o The average household income remains relatively strong, ranging between \$107,000 and \$116,000, making the area attractive for retailers.
- o The workforce composition reflects a predominantly white-collar population, with a significant percentage of residents holding college degrees.

3. Sales Tax Revenue Potential:

- o Each site is projected to generate significant sales tax revenue, indicating strong spending potential from residents and visitors.
- o The City's Center location, given its proximity to major shopping centers, exhibits the highest consumer activity.

4. Commercial and Business Opportunities:

- o National brands and retailers such as Dunkin' Donuts, Dutch Bros Coffee, Sprouts Farmers Market, Aldi, and Chick-fil-A have been identified as potential tenants.
- o There is a notable demand for fitness centers (e.g., UFC Gym, 24 Hour Fitness), and home furnishing stores.

5. Strategic Location Advantages:

- o The city benefits from easy access to major roads (e.g., Pacific Coast Highway 1, Del Monte Blvd).
- o Proximity to existing retail hubs enhances the potential for new businesses.

The void analyses collectively demonstrate that the City of Marina has significant market potential for retail expansion, hospitality growth, and enhanced consumer offerings. While each location presents unique characteristics, they share a strong retail demand, solid income levels, and strategic positioning for development.

The full void analysis reports for each location are attached at the end of this document (Appendix 1) for reference. The Software used for a void analysis utilizes a data base with over 1,200 retailers and users. Additionally, HdL uses its significant knowledge and industry experience in California on who is expanding and where they want to be, as well as their preferred site attributes and marketplace requirements.

Market & Site Assessment

The City of Marina is actively evaluating opportunities for retail expansion and commercial development. This market assessment focuses on two prime sites:

Site 1 – Marina Landing



Site 2 – Dune Area



- **Site 1:** Undeveloped land adjacent to the Marina Landing Shopping Center and Walmart Supercenter, owned by Tallen Capital Partners, LLC
- **Site 2:** A 6.15-acre property in The Dunes area, owned by Marina Community Partners LLC (Shea Homes)

Both sites present opportunities for economic growth, given their strategic locations, existing traffic patterns, and market demand for retail, dining, and service-oriented businesses. This report evaluates the retail market conditions, site viability, and development potential while identifying challenges that need to be addressed for long-term success.

OVERVIEW OF MARKET & SITE ASSESSMENT

A Market & Site Assessment provides a data-driven evaluation of a property's economic potential based on local demographics, trade area characteristics, competitive retail positioning, and regional growth trends.

For Marina, the assessment considers:

- **Retail Sales Performance:** Identifying strong and weak retail categories.
- **Demographics & Consumer Demand:** Understanding household spending power and population trends.
- **Competitive Positioning:** Comparing the site's strengths relative to regional competitors.
- **Development Feasibility:** Evaluating tenant mix, lease rates, and investor interest.

SITE 1: MARINA LANDING (Walmart Supercenter Adjacent Site of 5.1 acres)

Market Positioning

The Marina Landing Shopping Center, anchored by a Walmart Supercenter, serves as one of the retail hubs in Marina. This center benefits from high foot traffic, a nice existing tenant mix, and easy access from major roadways. The undeveloped property adjacent to Walmart offers an opportunity to expand retail offerings and complement existing businesses.

Retail Demand & Highest and Best Use Analysis

Current Market Performance:

- The site is in an established trade area with a mix of national retailers and local businesses.
- Strong consumer demand for grocery, convenience, and dining options.
- Walmart acts as an anchor tenant, driving daily traffic to surrounding retailers.

Development Potential:

- Ideal tenants include fast-casual dining, quick-serve restaurants, personal services, and additional convenience retail.
- Potential for drive-thru businesses, given high vehicle traffic patterns.
- The site could support multi-tenant retail pads with shared parking agreements.

Competitive Landscape

- The surrounding area includes several retail centers but limited full-service dining and specialty retail.
- Monterey and Salinas draw away some retail sales, emphasizing the need for a stronger commercial identity for Marina.
- Lease rates are rising in the region, making this site attractive for development.

Development Opportunities & Challenges

Opportunities:

- Strong existing traffic from Walmart
- High retail demand in key categories
- Available land for new construction

Challenges:

- High construction costs could impact feasibility.
 - Need for tenant mix that complements Walmart without direct competition.
 - Ensuring sufficient parking and traffic flow
-

SITE 2: THE DUNES (6.15-ACRE PROPERTY)

Market Positioning

The 6.15-acre property at The Dunes is positioned within a rapidly developing mixed-use district, integrating residential, retail, and entertainment spaces. The site's strategic location near major roads and California State University Monterey Bay (CSUMB) makes it a prime candidate for commercial and lifestyle-oriented retail development.

Retail Demand & Highest and Best Use Analysis

Projected Growth & Demand:

- Population growth and new housing at The Dunes and Sea Haven create a demand for everyday retail, services, and dining.
- Proximity to CSUMB (over 7,700 students) student housing provides a market for quick-service restaurants, cafes, and entertainment.
- The site should be able to support a multi-tenant center or an anchor retail use.

Development Potential:

- Ideal tenants: Health & wellness businesses, boutique retail, specialty grocery, and family dining.
- The site could benefit from an experiential retail approach, including outdoor dining, entertainment venues, and local artisan markets.

Competitive Landscape

- The nearest major retail hubs are in Sand City, Monterey, and Salinas, offering Marina an opportunity to fill gaps in the local retail mix.
- The Dunes Promenade, a nearby commercial project, is also expanding, requiring this site to have a unique positioning.
- Lease rates are competitive in this submarket, with a growing investor interest in retail properties.

Development Opportunities & Challenges

Opportunities:

- Integration with The Dunes mixed-use community
- Growing demand from both residents and students
- Opportunity for destination-oriented retail

Challenges:

- Needs a strong anchor tenant to drive foot traffic.
 - Competitive development landscape with other regional projects
 - Balancing retail and residential use to optimize site value.
-

Conclusion

The City of Marina presents strong economic and retail growth opportunities, supported by a rising population, stable lease rates, and high consumer demand. However, the city must address retail leakage and business diversification to remain competitive. Key development sites, including Marina Landing and The Dunes, offer significant potential for commercial expansion, particularly in fast-casual dining, boutique retail, and entertainment sectors.

Site 1: Marina Landing (anchored by Walmart) is a high-traffic location that benefits from Walmart's strong customer base, making it an ideal site for fast-casual dining, convenience retail, and service-oriented businesses. The site's proximity to a major anchor retailer creates an opportunity to capture impulse and convenience-driven shoppers, while strategic tenant placement can enhance Marina's overall retail mix.

Site 2: The Dunes (6.15-Acre Property) is positioned within a rapidly growing mixed-use community and presents an opportunity for destination retail, boutique shops, and student-focused services. Its proximity to new housing developments and Cal State Monterey Bay (CSUMB) makes it an attractive location for businesses catering to residents, students, and visitors. A well-planned retail and entertainment hub at The Dunes could help reduce sales leakage to neighboring cities while strengthening Marina's identity as a retail and lifestyle destination.

Overall, this study highlights the strong demand for additional retail development in Marina, with both sites playing critical roles in meeting this demand. Strategic investments in these locations, combined with efforts to diversify Marina's retail mix and attract experiential shopping and dining options, will help strengthen the city's economic foundation, create job opportunities, and enhance Marina's long-term viability as a commercial hub in the Monterey Bay region.

Appendix 1 – Void Analysis Reports

VOID ANALYSIS SUMMARY & MARKET PROFILE

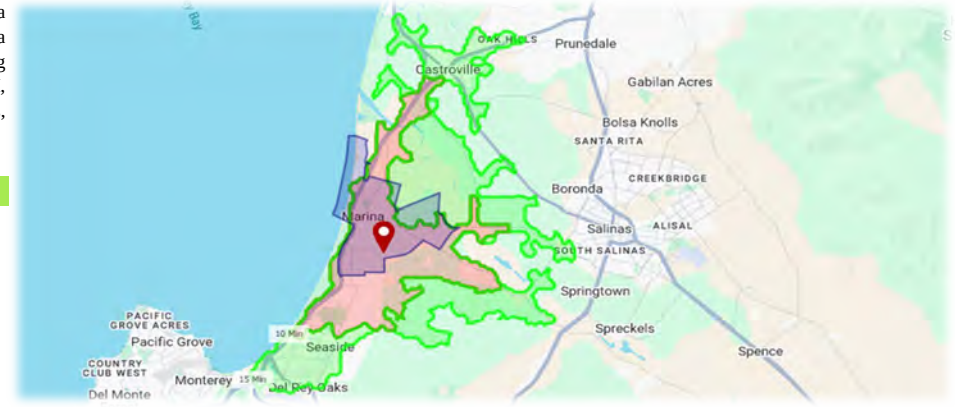
City of Marina - City's Center
March 2025

Market Profile

The City of Marina is a beach city located in Monterey County along California's central coast. The population triples from the trade area within a 15-minute drive. This growth is fueled by travelers and tourists passing through on their way to destinations like Monterey, Santa Cruz, and San Francisco. Marina boasts several shopping centers, including the Dunes at Monterey Bay, Marina Village Shopping Center, Marina Landing, and Marina Square Shopping Center. You'll find a variety of stores such as Trader Joe's, Target, Best Buy, REI, Kohl's, Old Navy, Ross, and Five Below. Dining options include choices like McDonald's, Jack in the Box, Chipotle, Teriyaki Madness, Blaze Pizza, Taco Bell, Noodle Bar, and Smashburger.

Opportunities

	City	10 Min	15 Min
Automotive Parts/Accessories/Tires	22,914	36,400	77,221
Clothing stores	22,378	34,280	72,881
Building Material/Supplies Dealers	7,824	12,135	25,371
Furnitures/Home Furnishing Stores			
Lawn /Garden Equipment/Supplies Stores			
General Merchandise Stores			
Grocery Stores			
Population	22,914	36,400	77,221
Daytime Population	22,378	34,280	72,881
Households	7,824	12,135	25,371
Average HH Income	\$111,592	\$116,907	\$111,751
Average Age	40	37.3	39
White Collar	65.7%	68%	57%
College Degree	42.4%	48.2%	38%



Retailer	Retail Class	Nearest Location	Est. Annual Sales Tax (\$)	Size (SF)	Contact	Email
Les Schwab	Automotive	24.9	\$38,000 - \$61,000	12,000 - 15,000	Dietrich Haar	dietrich.haar@lesschwab.com
Big O Tires	Automotive	24.5	\$10,000 - \$20,000	7,500 - 8,000	John Leffler	jleffler@w-retail.com
American Tire Depot	Automotive	45.4	\$9,000 - \$15,000	3,500 - 7,000	Tina Akhian	takhian801@gmail.com
Mister Car Wash	Car Wash	59.1	N/A	5,500 - 6,800	Matt Lai	mlai@mistercarwash.com
Tommy's Express Car Wash	Car Wash	136.9	N/A	6,500 - 10,000	Tim Hammond	TlmH@tommys-express.com
Nordstrom Rack	Clothing and Apparel	26.1	\$143,000 - \$223,000	35,000 - 40,000	Elliot Cundiff	elliot.cundiff@nordstrom.com
85 Degrees C Bakery Cafe	Coffee Shop	41.8	\$2,500 - \$5,000	3,000 - 3,500	Simone Davis	simone_davis@85cbakerycafe.com
Dutch Bros Coffee	Coffee Shop	25.0	\$2,000 - \$3,000	375 - 950	Kelli Sparkman	kelli.sparkman@dutchbros.com
Dunkin' Donuts	Coffee Shop	40.1	\$2,000 - \$7,000	1,500 - 1,800	Brain Alkema	brian.alkema@inspirebrands.com
Philz Coffee	Coffee Shop	40.0	\$1,000 - \$2,000	1,500 - 2,400	Phil Fontes	phil.fontes@asuassociates.com
T.J. Maxx	Department Store	24.9	\$113,000 - \$167,000	20,000 - 30,000	Kurt Conley	kconley@gallellire.com
Burlington Coat Factory	Department Store	34.2	\$70,000 - \$109,000	18,000 - 30,000	Kent DeSpain	kdespain@retailwestinc.com
24 Hour Fitness	Fitness And Gyms	24.5	N/A	28,000 - 42,000	Sharon Wilkins	swilkins@24hourfit.com
UFC Gym	Fitness And Gyms	40.2	N/A	30,000 - 40,000	Jim Manarino	jmanarino@manarinoassociates.com
Fitness 19	Fitness And Gyms	31.6	N/A	15,000 - 25,000	Thomas Graves	thomas@rainiercommercial.com
Crunch	Fitness And Gyms	44.2	N/A	18,000 - 45,000	Matt Sweeney	msweeney@theeiconiccompany.com
WSS	Footwear/Shoes	43.8	\$39,000 - \$55,000	10,000 - 12,000	Lizette Sifuentes	realestate@shopwss.com
Rotton Robbie	Fuel /Convenience Store	11	\$89,000 - \$113,000	5,000 - 20,000	Mark Salma	msalma@rottenrobbie.com
Sprouts Farmers Market	Grocery Store	41.0	\$22,000 - \$35,000	22,000 - 25,000	Gary Gallelli	gary@gallellire.com
ALDI	Grocery Store	109.1	\$12,000 - \$16,000	22,000 - 23,000	Connor Verdell	conner.verdell@aldi.us
Floor & Decor	Home Improvement	54.3	\$132,000 - \$211,000	40,000 - 60,000	Colleen Darwin	Colleen.Darwin@flooranddecor.com
Arizona Tile	Home Improvement	70.9	\$58,000 - \$142,000	80,000 - 120,000	Beth Gaughan	(303)574-2990
Mor Furniture for Less	Home Specialty	84.5	\$75,000 - \$132,000	10,000 - 20,000	Mike Zeller	mzeller@morfurniture.com
Bob's Discount Furniture	Home Specialty	81.1	\$63,000 - \$84,000	20,000 - 40,000	Will Bryson	wbryson@atlanticretail.com
Homewood Suites by Hilton	Hotel	48.8	N/A	100,000 - 500,000	Sean Tan	sean.tan@hilton.com
TownePlace Suites by Marriott	Hotel	43.1	N/A	100,000 - 500,000	Robert Sanger	robert.sanger@marriott.com
Fairfield Inn & Suites by Marriott	Hotel	22.6	N/A	100,000 - 500,000	Robert Sanger	robert.sanger@marriott.com
Hawthorn Suites by Wyndham	Hotel	70.8	N/A	30,000 - 75,000	Jake Forte	Jake.forte@wyndham.com
Tru by Hilton	Hotel	84.4	N/A	47,000 - 60,000	Angela Rodriguez	development.americas@hilton.com
Staybridge Suites	Hotel	52.7	N/A	82,000 - 87,000	Mike Castro	mike.castro@ihg.com
Cafe Rio	Restaurant - Casual	111.7	\$10,000 - \$17,000	1,000 - 2,500	Doug Branigan	dbranigan@caferio.com
L&L Hawaiian Barbecue	Restaurant - Casual	23.3	\$8,000 - \$12,000	1,700 - 2,400	Chase Harvey	charvey@catalystretail.com
Luna Grill	Restaurant - Casual	191.2	\$15,000 - \$20,000	1,500 - 2,600	Stephanie Otto	sotto@lunagrill.com
Dickey's Barbecue Pit	Restaurant - Casual	60.0	\$3,000 - \$6,000	1,500 - 2,200	Jeffrey Gruber	contractus@dickeys.com
California Fish Grill	Restaurant - Casual	40.7	\$19,000 - \$24,000	2,800 - 3,000	Dani Mayer	dani@urbanecafe.com
Mendocino Farms	Restaurant - Casual	43.2	\$26,000 - \$40,000	2,500 - 3,500	Reid Tussing	reid@mendocinofarms.com
Farmer Boys	Restaurant - Casual	77.0	\$19,000 - \$26,000	2,800 - 3,200	John Lucas	jluucas@farmerboys.com

VOID ANALYSIS SUMMARY & MARKET PROFILE

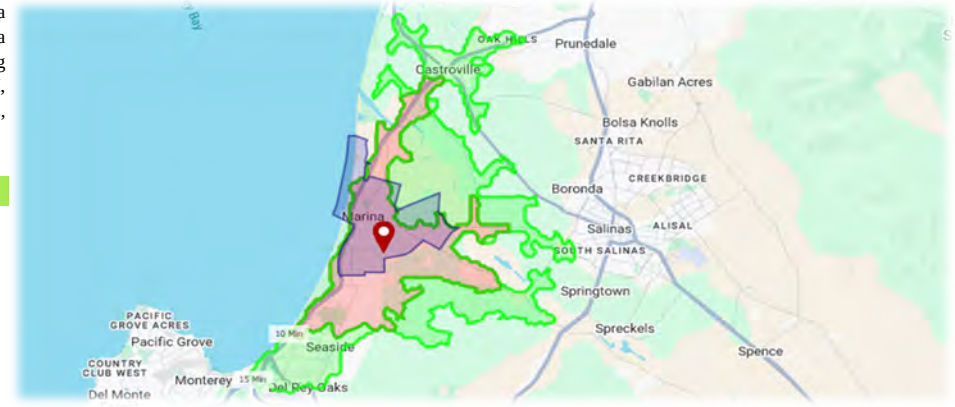
City of Marina - City's Center
March 2025

Market Profile

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Opportunities

		City	10 Min	15 Min
Automotive Parts/Accessories/Tires	Population	22,914	36,400	77,221
Clothing stores	Daytime Population	22,378	34,280	72,881
Building Material/Supplies Dealers	Households	7,824	12,135	25,371
Furnitures/Home Furnishing Stores	Average HH Income	\$111,592	\$116,907	\$111,751
Lawn /Garden Equipment/Supplies Stores	Average Age	40	37.3	39
General Merchandise Stores	White Collar	65.7%	68%	57%
Grocery Stores	College Degree	42.4%	48.2%	38%



Retailer	Retail Class	Nearest Location	Est. Annual Sales Tax (\$)	Size (SF)	Contact	Email
Noodles & Company	Restaurant - Fast Casual	40.7	\$7,000 - \$13,000	2,400 - 2,800	Greg Burnthorn	gburnthorn@noodles.com
Dave's Hot Chicken	Restaurant - Fast Casual	44.2	\$18,000 - \$28,000	2,000 - 2,700	Dannon Shiff	info@daveshotchicken.com
Chick-fil-A	Restaurant - Quick Service	8.0	\$75,000 - \$127,000	4,000 - 4,800	Tyler Chester	tyler.chester@cfacorp.com
Krispy Kreme Doughnuts	Restaurant - Quick Service	43.6	\$200 - \$800	1,800 - 3,500	Casey Metcalf	casey.metcalf@cbre.com
Jersey Mike's	Restaurant - Quick Service	8.1	\$2,000 - \$3,000	1,200 - 1,600	Christine Crane	ccrane@jerseymikes.com
El Pollo Loco	Restaurant - Quick Service	7.0	\$18,000 - \$25,000	2,300 - 3,200	Tim Seiler	tim@cumbelich.com
Ono Hawaiian BBQ	Restaurant - Quick Service	34.2	\$14,000 - \$22,000	650 - 2,000	Nicole Key	nkey@theeconomiccompany.com
Jimmy John's	Restaurant - Quick Service	71.8	\$500 - \$900	600 - 1,500	Ross Holland	rholland@inspirebrands.com
Arby's	Restaurant - Quick Service	9.5	\$9,000 - \$15,000	1,800 - 2,100	Scott Laeber	Scott@Epic-REA.com
Hibbett Sports	Sports And Recreation	73.4	\$8,000 - \$15,000	4,000 - 6,000	Paul Barlett	paul@axiomra.com

VOID ANALYSIS SUMMARY & MARKET PROFILE

City of Marina
Beach Road & Del Monte Blvd
March 2025

Market Profile

The vacant property is located at the intersection of Beach Road & Del Monte Blvd in the City of Marina. The 5.1 acre site is ready for development! The Marina Landing includes a broad spectrum of businesses including a Walmart Supercenter, Quick Quack Car Wash, 7-11, Holiday Inn Express Marina & Suites, as well as the Marina Library. The property is also located near Hampton Inn & Suites Marina, Comfort Inn Marina on the Monterey Bay, and Motel 6 Marina. It is adjacent to the Pacific Coast Highway and conveniently accessible from Main Street and Del Monte Blvd. Other major shopping areas nearby include Marina Village Shopping Center (South), Marina Square Shopping Center (Southeast) and Seacrest Plaza (Southeast). The 10-minute Drive Time trade area encompasses over 42,200 residents with many business opportunities.

Opportunities

		5 Min	10 Min	15 Min
Building Material/Supplies Dealers	Population	19,738	42,216	74,462
Clothing Stores	Daytime Population	17,598	40,667	72,491
Furniture Stores	Households	7,209	13,177	23,800
Grocery Stores	Average HH Income	\$114,650	\$113,935	\$112,960
General Merchandise Stores	Average Age	41.1	36.7	38.2
Lawn/Garden Equipment /Supplies Stores	White Collar	62.6%	60.5%	56.3%
Used Merchandise Stores	College Degree	41%	39%	37%



Retailer	Retail Class	Nearest Location	Est. Annual Sales Tax (\$)	Size (SF)	Contact	Email
America's Tire	Automotive	8.2	\$38,000 - \$61,000	5,000 - 10,000	Townsend Cropsey	Townsend.Cropsey@SRSRE.com
Les Schwab	Automotive	24.7	\$24,000 - \$36,000	12,000 - 15,000	Haar Dietrich	dietrich.haar@lesschwab.com
Western Dental	Dental	8.0	\$100 - \$250	3,500 - 4,500	Michael Walls	mwalls@westerndental.com
Primrose Schools	Education	41.9	N/A	10,000 - 15,000	Tim Godsey	tgodsey@primroseschools.com
The Goddard School	Education	74.0	N/A	9,000 - 14,000	Lizzie Croyle	ecroyle@goddardsystems.com
24 Hour Fitness	Fitness And Gyms	23.1	N/A	28,000 - 42,000	Sharon Wilkins	swilkins@24hourfit.com
Planet Fitness	Fitness And Gyms	7.9	N/A	15,000 - 30,000	Troy Volkel	troy.volkel@pfhq.com
UFC Gym	Fitness And Gyms	38.8	N/A	30,000 - 40,000	Jim Manarino	jmanarino@manarinoassociates.com
WSS	Footwear/Shoes	42.4	\$39,000 - \$55,000	10,000 - 12,000	Llize Sifuentes	realestate@shopwss.com
Rotton Robbie	Fuel /Convenience Store	11.0	\$89,000 - \$113,000	5,000 - 20,000	Mark Salma	msalma@rottenrobbie.com
Great Clips	Hair, Skin And Nails	8.0	\$50 - \$200	900 - 1,200	Tricia Delgallego	tricia.delgallego@greatclips.com
Phenix Salon Suites	Hair, Skin And Nails	38.7	\$50 - \$150	5,000 - 7,000	Robert Aertker	rca@landmark-cs.com
Harbor Freight Tools	Home Improvement	8.0	\$45,000 - \$64,000	15,000 - 16,500	Tom Kuhn	Thomas.kuhn@nmrk.com
True Value	Home Improvement	23.6	\$7,000 - \$28,000	10,000 - 10,000	Cassandra Dye	(773) 695-5000
At Home	Home Specialty	45.8	\$46,000 - \$67,000	80,000 - 120,000	Will Bryson	wbryson@atlanticretail.com
Mor Furniture for Less	Home Specialty	84.1	\$75,000 - \$132,000	10,000 - 20,000	Mike Zeller	mzeller@morfurniture.com
Cafe Rio Mexican Grill	Restaurant - Casual	112.0	\$10,000 - \$17,000	1,000 - 2,500	Doug Branigan	dbranigan@caferio.com
Dickey's Barbecue Pit	Restaurant - Casual	58.5	\$3,000 - \$6,000	1,500 - 2,200	Jeffrey Gruber	contactus@dickeys.com
L&L Hawaiian Barbecue	Restaurant - Casual	21.9	\$8,000 - \$12,000	1,700 - 2,400	Chase Harvey	charvey@catalystretail.com
Pollo Campero	Restaurant - Casual	45.8	\$25,000 - \$31,000	2,500 - 2,500	Shari Dorenkamp	shari@dkcproperty.com
Dave's Hot Chicken	Restaurant - Fast Casual	42.8	\$18,000 - \$28,000	2,000 - 2,700	Dannon Shiff	info@daveshotchicken.com
Panda Express	Restaurant - Fast Casual	5.7	\$21,000 - \$31,000	800 - 2,700	Michael Seigel	mseigel@lockehouse.com
Arby's	Restaurant - Quick Service	10.2	\$10,000 - \$15,000	1,800 - 2,100	Scott Laeber	Scott@Epic-REA.com
Chick-fil-A	Restaurant - Quick Service	8.0	\$74,000 - \$127,000	4,000 - 4,800	Tyler Chester	tyler.chester@cfacorp.com
Jersey Mike's Sub	Restaurant - Quick Service	8.2	\$2,000 - \$3,000	1,200 - 1,600	Christine Crane	ccrane@jerseymikes.com
Jimmy John's	Restaurant - Quick Service	70.5	\$500 - \$900	600 - 1,500	Russ Holland	rholland@inspirebrands.com
Mr. Pickle's Sandwich Shop	Restaurant - Quick Service	33.0	\$5,000 - \$8,000	1,500 - 2,000	Michael Nelson	Michael@mrpickles.com
Ono Hawaiian BBQ	Restaurant - Quick Service	32.9	\$14,000 - \$22,000	650 - 2,000	Nicole Key	nkey@theconiccompany.com

VOID ANALYSIS SUMMARY & MARKET PROFILE

City of Marina
10th Street & 1st Street
March 2025

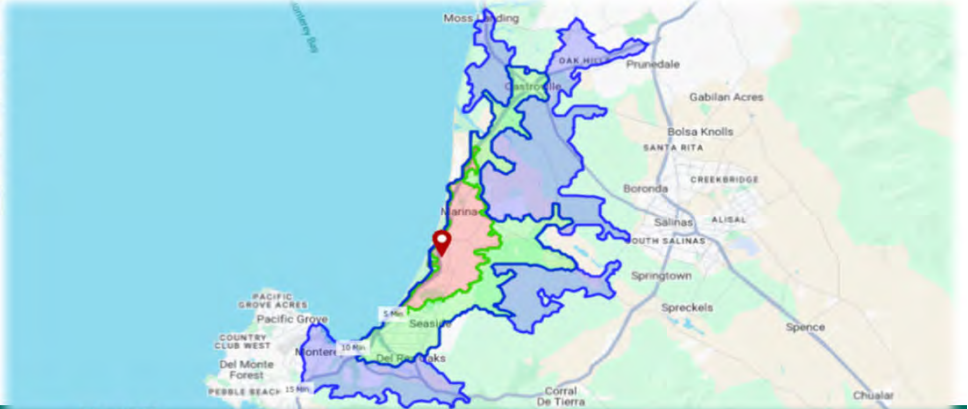
Market Profile

The property is situated at the intersection of 10th and 1st Street on the southwest side of the City of Marina. This 6.1-acre site is for development! Nearby, you'll find a variety of entertainment and stores such as Cinemark Century, Best Buy, Old Navy, Kohl's, REI, Michaels, Target, Ross and Trader Joe's. For travelers, SpringHill Suites and Home2 Suites offer convenient and comfortable accommodations for as long as needed. To the left of the property is the Pacific Coast Highway 1, providing easy access to Ford Ord Dunes State Park and Indian Head Beach. And when it comes to dining, there are restaurants including Brass Tap, Blaze Pizza, Teriyaki Madness, Moon Scoops, Deli Delicious, Dametra, MaxFit Market, Health Café, Smashburger, Poke Bar, and Dunes Market. The 10-minute drive time trade area includes over 57,000 residents, offering numerous business opportunities.

Opportunities

Clothing Stores
Furniture Stores
Grocery Stores
General Merchandise Stores
Lawn/Garden Equipment /Supplies Stores
Jewelry/Luggage/Leather Goods

	5 Min	10 Min	15 Min
Population	24,671	57,199	87,263
Daytime Population	26,340	53,147	111,804
Households	7,963	18,518	29,705
Average HH Income	\$112,894	\$107,562	\$119,514
Average Age	38	38	39
White Collar	65%	57%	59%
College Degree	44%	39%	40%



Retailer	Retail Class	Nearest Location	Est. Annual Sales Tax (\$)	Size (SF)	Contact	Email
Mister Car Wash	Car Wash	60.6	N/A	5,500 - 6,800	Matt Lai	mlai@mistercarwash.com
Tommy's Express Car Wash	Car Wash	138.1	N/A	6,500 - 10,000	Tim Hammond	TimH@tommys-express.com
Casual Male XL	Clothing and Apparel	40.5	\$11,000 - \$24,000	3,500 - 4,000	Chris Teeter	CTeeter@DXLG.com
The North Face	Clothing and Apparel	28.4	\$10,000 - \$33,000	2,800 - 10,000	Viji Cook	viji_cook@vfc.com
Calvin Klein	Clothing and Apparel	28.4	\$22,000 - \$40,000	2,000 - 5,000	Lauren Kinder	laurenkinder@pvh.com
Dunkin' Donuts	Coffee Shop	40.6	\$2,000 - \$7,000	1,100 - 2,600	Matt Sweeney	msweeney@theconiccompany.com
Dutch Bros Coffee	Coffee Shop	26.5	\$2,000 - \$3,000	375 - 950	Zack Hayes	zack.hayes@capitalrivers.com
7 Leaves Café	Coffee Shop	40.6	\$1,000 - \$2,500	1,500 - 2,500	Chris Kehl	chris.kehl@srsre.com
Philz Coffee	Coffee Shop	40.3	\$1,000 - \$2,000	1,500 - 2,400	Phil Fontes	phil.fontes@asuassociates.com
Merle Norman Cosmetics	Cosmetics and Beauty	44.0	\$700 - \$2,900	400 - 1,200	Jeff Ross	jross@merlenorman.com
Burlington Coat Factory	Department Store	35.1	\$70,000 - \$109,000	18,000 - 30,000	Kent DeSpain	kdespain@retailwestinc.com
T.J. Maxx	Department Store	26.4	\$113,000 - \$167,000	20,000 - 30,000	Kurt Conley	kconley@gallillire.com
UFC Gym	Fitness And Gyms	40.7	N/A	30,000 - 40,000	Jim Manarino	jmanarino@manarinoassociates.com
24 Hour Fitness	Fitness And Gyms	24.4	N/A	28,000 - 42,000	Shaon Wilkins	swilkins@24hourfit.com
Crunch	Fitness And Gyms	44.6	N/A	18,000 - 45,000	Sean O'Carroll	socarroll@theconiccompany.com
Fitness 19	Fitness And Gyms	32.6	N/A	15,000 - 25,000	Thomas Graves	thomas@rainiercommercial.com
WSS	Footwear/Shoes	44.3	\$39,000 - \$54,000	-	Sam Kangavari	skangavari@naicapital.com
Rotten Robbie	Fuel/Convenience Store	11.0	\$89,000 - \$113,000	5,000 - 20,000	Mark Salma	msalma@robinsonoilcorp.com
ALDI	Grocery Store	110.6	\$12,000 - \$16,000	22,000 - 23,000	Connor Verdell	conner.verdell@aldi.us
Sprouts Farmers Market	Grocery Store	41.4	\$24,000 - \$35,000	28,000 - 30,000	Gary Gallelli	gary@gallellire.com
Hobby Lobby Stores	Hobby/Toys/Crafts/Books	9.4	\$59,000 - \$89,000	50,000 - 60,000	Solomon Ets-Hokin	sol@ehcre.com
Floor & Decor	Home Improvement	54.7	\$132,000 - \$211,000	40,000 - 60,000	Colleen Darwin	Colleen.Darwin@flooranddecor.com
Mor Furniture for Less	Home Specialty	86.0	\$75,000 - \$132,000	10,000 - 20,000	Mike Zeller	mzeller@morfurniture.com
Living Spaces	Home Specialty	40.7	\$223,000 - \$348,000	80,000 - 100,000	Karla MacEachern	karla.maceachern@livingspaces.com
Lazy Dog Cafe	Restaurant - Casual	40.8	\$80,000 - \$96,000	8,000 - 9,000	Nicole Kalmikov- Cromie	nkalmikov@lazydogrestaurants.com
Red Robin Gourmet Burgers	Restaurant - Casual	35.1	\$27,000 - \$39,000	4,500 - 5,800	Mark Dubberly	mdubberly@redrobin.com
Texas Roadhouse	Restaurant - Casual	66.2	\$92,000 - \$120,000	6,500 - 7,800	Doug Druen	doug.druen@texasroadhouse.com
Mendocino Farms	Restaurant - Casual	43.6	\$26,000 - \$40,000	2,500 - 3,500	Reid Tussing	reid@mendocinofarms.com
Shake Shack	Restaurant - Fast Casual	40.7	\$22,000 - \$39,000	3,000 - 3,500	Andrew McCaughan	andrew@festiveandco.com
Ono Hawaiian BBQ	Restaurant - Quick Service	35.1	\$14,000 - \$22,000	650 - 2,000	Nicole Key	nkey@theconiccompany.com
Raising Cane's	Restaurant - Quick Service	69.6	\$57,000 - \$95,000	3,000 - 37,000	Bob Berndt	bberndt@gallillire.com
Sportsman's Warehouse	Sports And Recreation	89.6	\$64,000 - \$28,000	18,000 - 24,000	Matt Harlin	matt.harlin@legendllp.com
Hibbett Sports	Sports And Recreation	73.6	\$8,000 - \$15,000	4,000 - 6,000	Paul Barlett	paul@axiomra.com

Appendix 2 – INSIGHT Market Analytics Reports



CITY OF Marina, CA

INSIGHT

MARKET ANALYTICS

HdL ECON Solutions

Submitted by:

ECON Solutions by HdL
120 S. State College Blvd., Suite 200
Brea, CA 92821
www.hdlcompanies.com

Contact:

Barry Foster
714-879-5000
bfoster@hdlcompanies.com

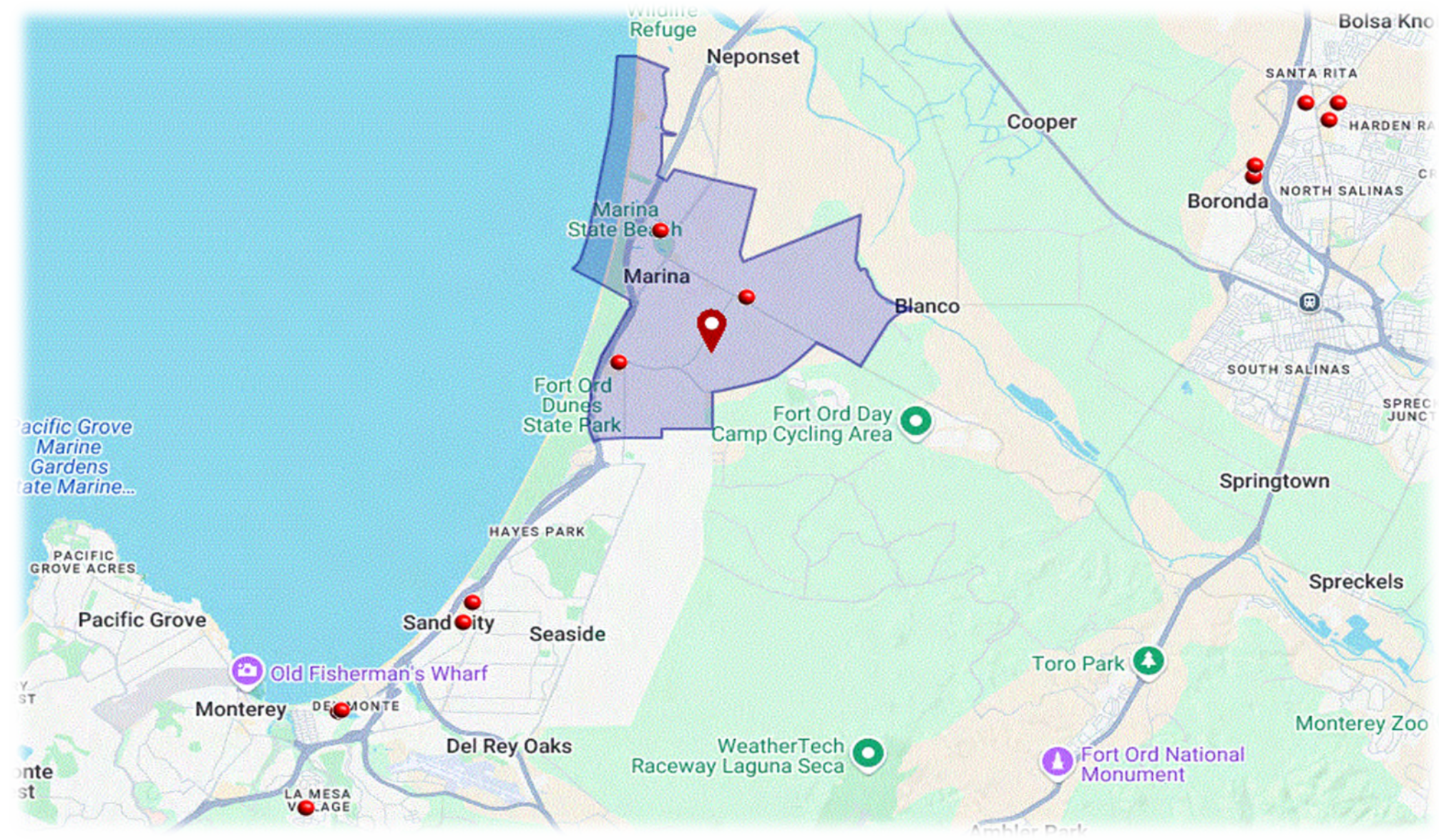


Population
Households
Average HH Income
White Collar (Residents)
Some College or Degree

City of Marina	
Population	22,804
Households	7,787
Average HH Income	\$113,854
White Collar (Residents)	63%
Some College or Degree	37%

Major Retail Areas

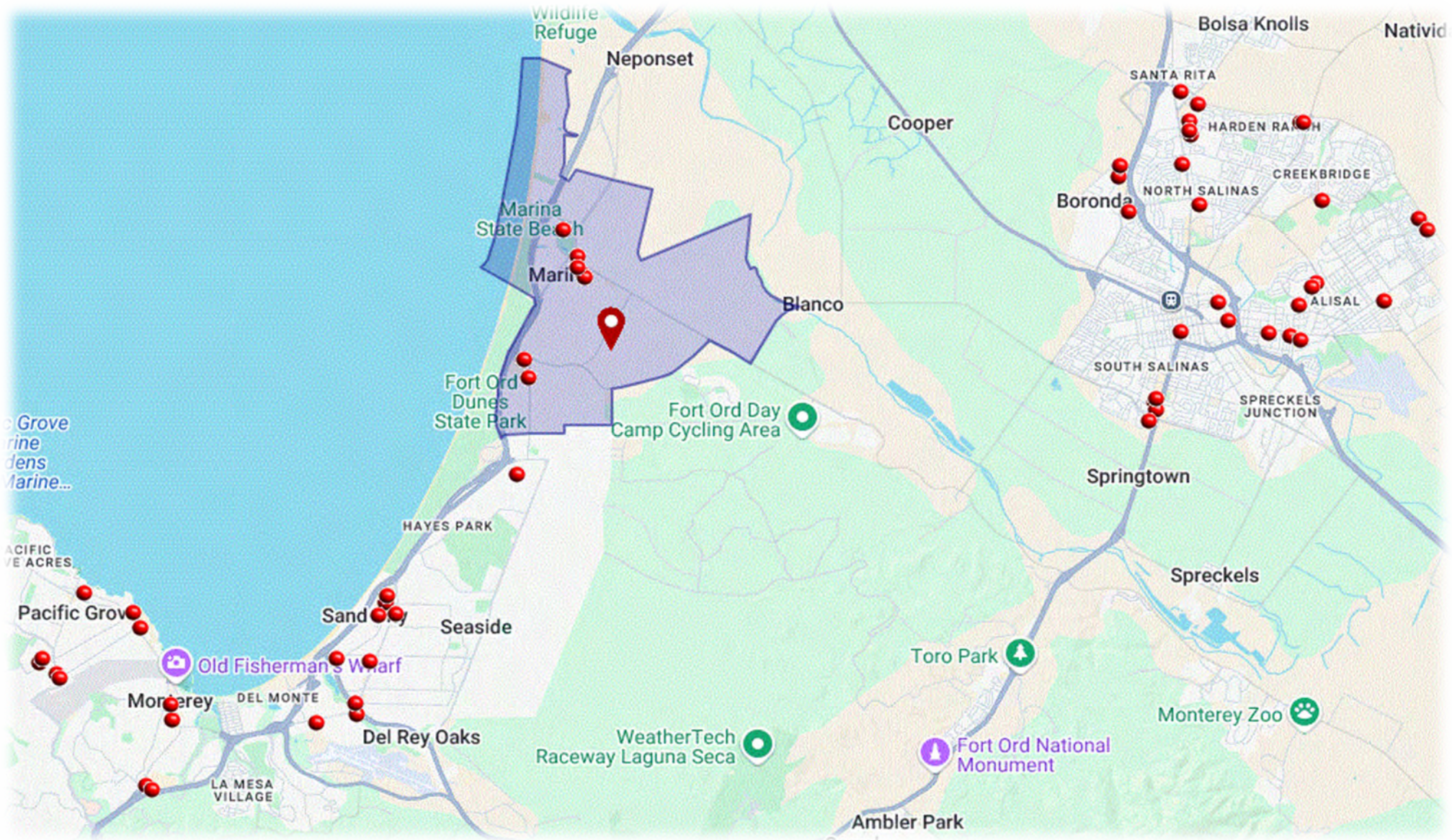
1 Beach Road & Del Monte Blvd



GENERAL MERCHANDISE refers to general stores and super centers



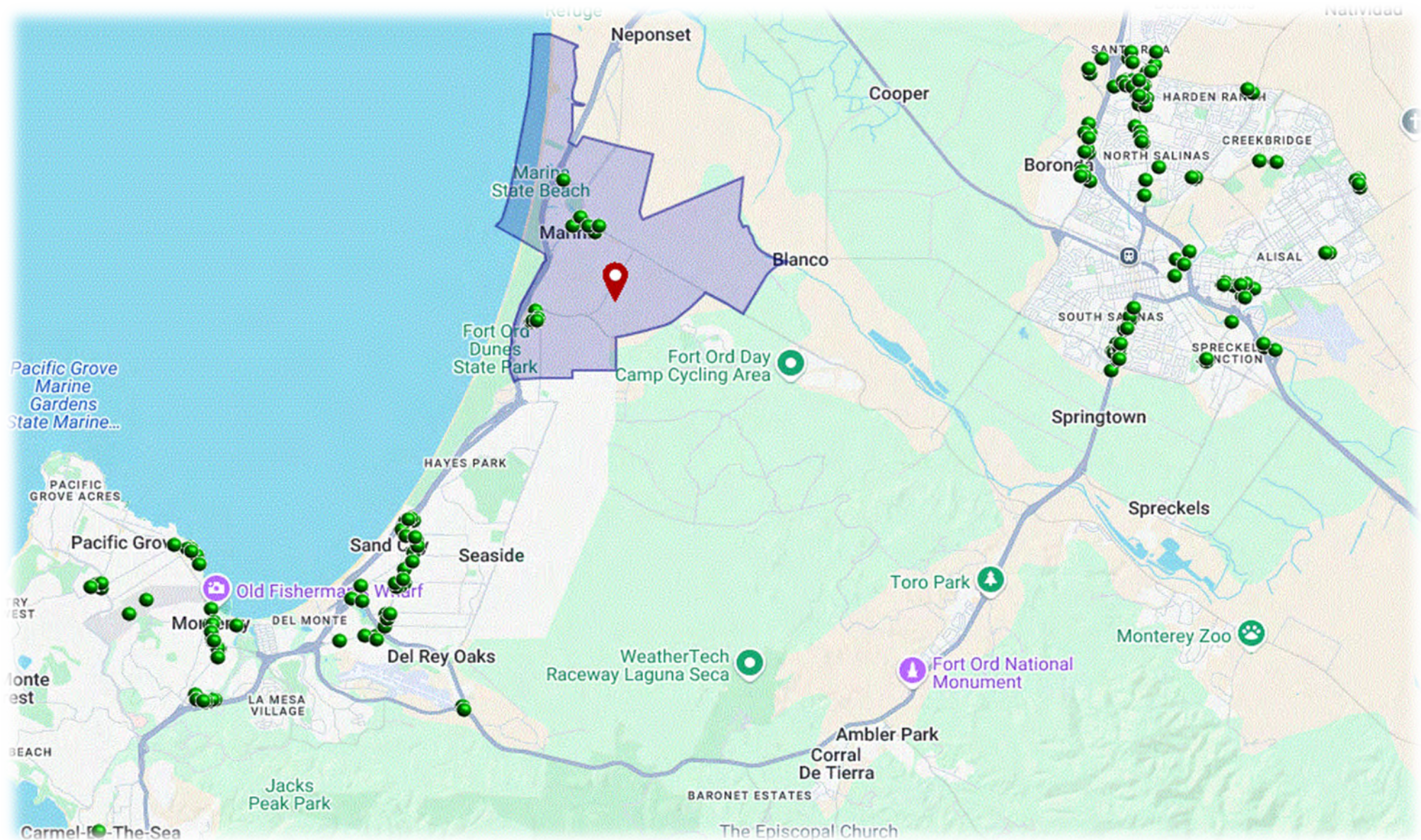
CITY OF MARINA Markets



MARKETS refers to Grocery Stores and Pharmacy stores



CITY OF MARINA Restaurants

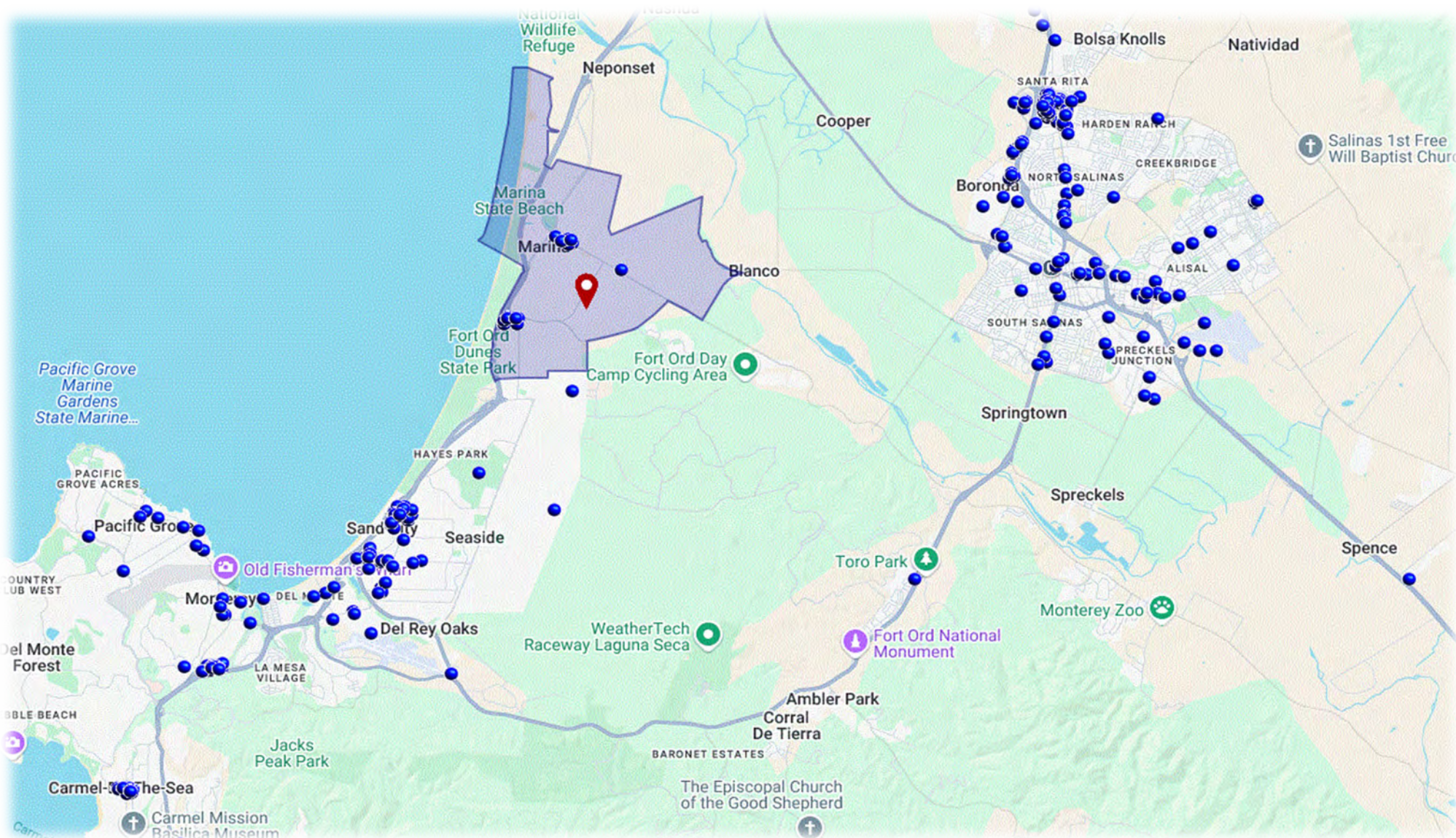


RESTAURANTS refer to Fast Casual, Casual Dining, Fine Dining, Restaurants and Quick Services restaurants.



CITY OF MARINA

Retail



***Retail** refers to the following concepts types: Clothing, Consumer Electronics Store, Cosmetics & Beauty, Department Stores, Footware/Shoes Stores, Hobbies/Toys/Crafts/Books., Home Improvement Stores, Home Specialty Retail Stores, Sports & Recreational





Marina

Population
Daytime Population
Households
Average Age
Average HH Income
White Collar (Residents)
College Degree & Above

22,804
23,406
7,787
39.4
\$113,854
63.2%
41.4%



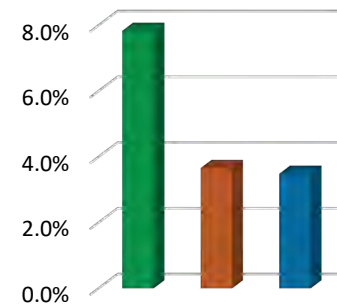
Consumer Demographic Profile

Site: City / County / State

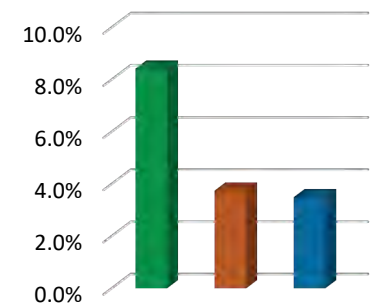
Date Report Created: 1/15/2025

	Marina CA		Monterey County CA		California	
	#	%	#	%	#	%
Market Stats						
Population	22,804	---	433,074	---	39,752,612	---
5 Year Projected Pop	24,590	---	448,916	---	41,137,567	---
Pop Growth (%)	7.8%	---	3.7%	---	3.5%	---
Households	7,787	---	130,226	---	13,544,923	---
5 Year Projected HHs	8,442	---	135,100	---	14,017,681	---
HH Growth (%)	8.4%	---	3.7%	---	3.5%	---
Census Stats						
2000 Population	19,566	---	396,276	---	33,859,150	---
2010 Population	22,293	---	439,035	---	39,538,223	---
Pop Growth (%)	13.9%	---	10.8%	---	16.8%	---
2000 Households	6,724	---	121,233	---	11,501,888	---
2010 Households	7,584	---	131,789	---	13,475,623	---
HH Growth (%)	12.8%	---	8.7%	---	17.2%	---
Total Population by Age						
Average Age	39.4		38.9		40.6	
19 yrs & under	5,190	22.8%	100,286	23.2%	8,278,537	20.8%
20 to 24 yrs	2,303	10.1%	46,013	10.6%	3,810,783	9.6%
25 to 34 yrs	3,208	14.1%	59,749	13.8%	5,412,679	13.6%
35 to 44 yrs	3,031	13.3%	58,724	13.6%	5,492,593	13.8%
45 to 54 yrs	2,517	11.0%	49,805	11.5%	4,903,398	12.3%
55 to 64 yrs	2,608	11.4%	46,893	10.8%	4,849,214	12.2%
65 to 74 yrs	2,383	10.4%	40,927	9.5%	3,973,999	10.0%
75 to 84 yrs	1,147	5.0%	22,198	5.1%	2,189,841	5.5%
85 + yrs	418	1.8%	8,479	2.0%	841,568	2.1%
Population Bases						
20-34 yrs	5,511	24.2%	105,762	24.4%	9,223,462	23.2%
45-64 yrs	5,125	22.5%	96,698	22.3%	9,752,612	24.5%
16 yrs +	18,763	82.3%	346,686	80.1%	32,521,476	81.8%
25 yrs +	15,311	67.1%	286,775	66.2%	27,663,292	69.6%
65 yrs +	3,947	17.3%	71,604	16.5%	7,005,408	17.6%
75 yrs +	1,565	6.9%	30,677	7.1%	3,031,409	7.6%
85 yrs +	418	1.8%	8,479	2.0%	841,568	2.1%

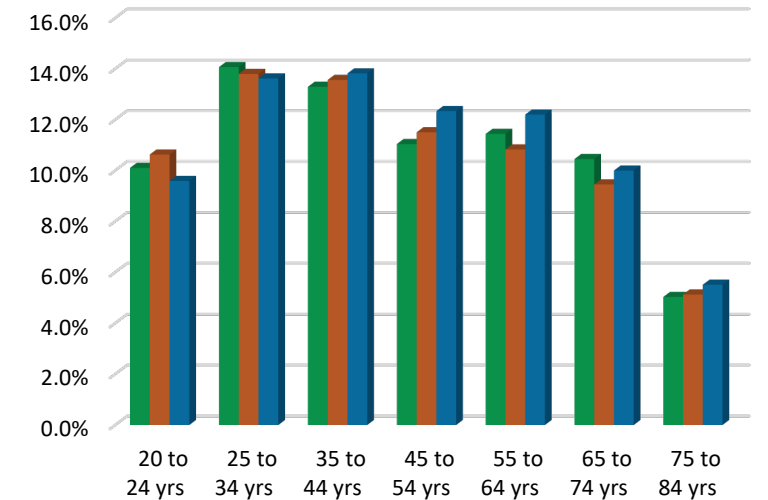
Pop Growth (%)



HH Growth (%)



Population by Age Group



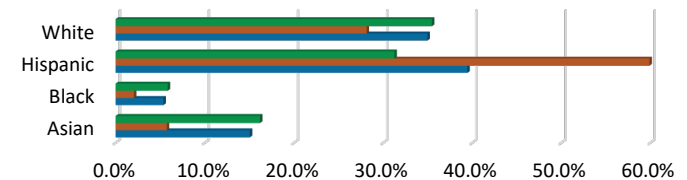
Consumer Demographic Profile

Site: City / County / State

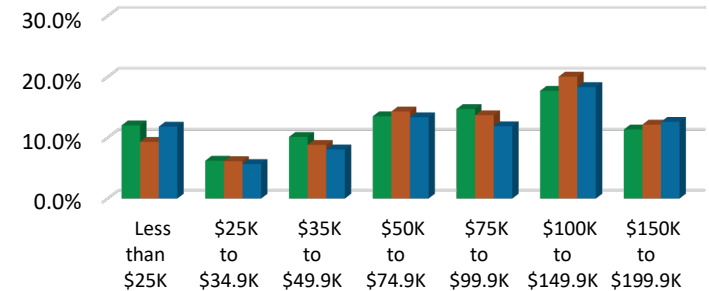
Date Report Created: 1/15/2025

	Marina CA		Monterey County CA		California	
	#	%	#	%	#	%
Population by Race						
White	8,089	35.5%	121,875	28.1%	13,901,202	35.0%
Hispanic	7,131	31.3%	259,405	59.9%	15,683,510	39.5%
Black	1,331	5.8%	8,891	2.1%	2,131,637	5.4%
Asian	3,693	16.2%	24,848	5.7%	5,983,430	15.1%
Ancestry						
American Indian (ancestry)	69	0.3%	1,168	0.3%	146,693	0.4%
Hawaiin (ancestry)	481	2.1%	1,779	0.4%	134,290	0.3%
Household Income						
Per Capita Income	\$38,877	---	\$39,214	---	\$46,947	---
Average HH Income	\$113,854	---	\$130,408	---	\$137,785	---
Median HH Income	\$88,101	---	\$95,478	---	\$98,061	---
Less than \$25K	936	12.0%	12,128	9.3%	1,600,205	11.8%
\$25K to \$34.9K	484	6.2%	8,000	6.1%	768,111	5.7%
\$35K to \$49.9K	789	10.1%	11,475	8.8%	1,093,303	8.1%
\$50K to \$74.9K	1,053	13.5%	18,631	14.3%	1,809,587	13.4%
\$75K to \$99.9K	1,145	14.7%	17,831	13.7%	1,608,697	11.9%
\$100K to \$149.9K	1,379	17.7%	26,092	20.0%	2,481,556	18.3%
\$150K to \$199.9K	884	11.3%	15,821	12.1%	1,707,712	12.6%
\$200K +	1,118	14.4%	20,248	15.5%	2,475,752	18.3%
Education						
Less than 9th Grade	903	5.9%	50,182	17.5%	2,420,648	8.8%
Some HS, No Diploma	1,038	6.8%	27,063	9.4%	1,910,177	6.9%
HS Grad (or Equivalent)	2,964	19.4%	58,434	20.4%	5,657,916	20.5%
Some College, No Degree	3,581	23.4%	50,046	17.5%	5,585,135	20.2%
Associate Degree	1,645	10.7%	23,985	8.4%	2,205,075	8.0%
Bachelor Degree	3,060	20.0%	46,064	16.1%	6,087,578	22.0%
Graduates Degree	1,633	10.7%	20,959	7.3%	2,585,555	9.3%

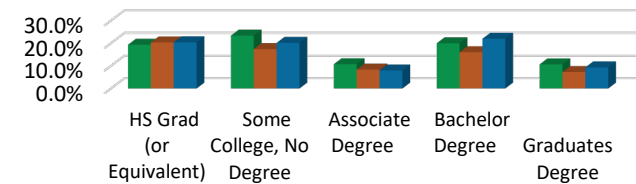
Ethnic Breakdown



Household Income Levels - %



Education



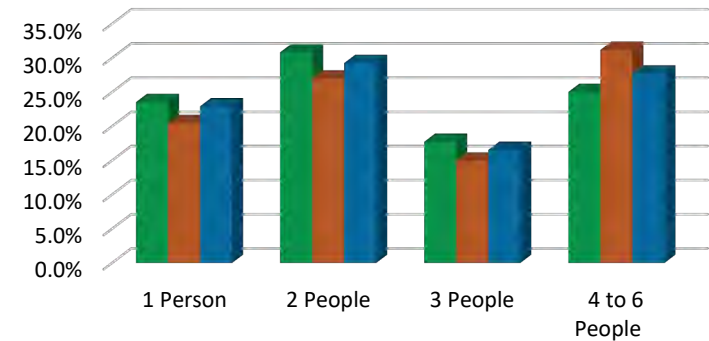
Consumer Demographic Profile

Site: City / County / State

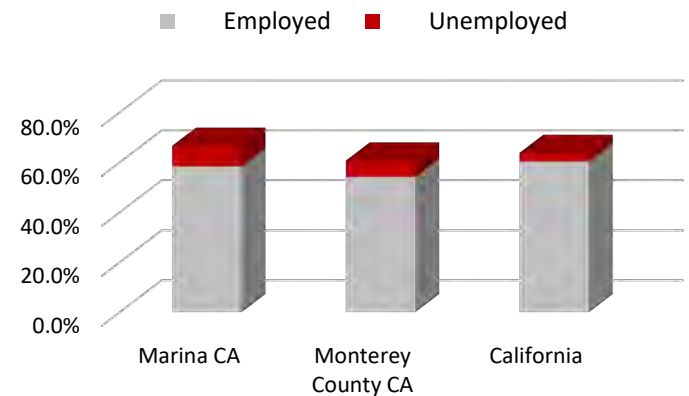
Date Report Created: 1/15/2025

	Marina CA		Monterey County CA		California	
	#	%	#	%	#	%
Family Structure	5,109		95,127		9,360,885	
Single - Male	299	5.9%	4,456	4.7%	503,548	5.4%
Single - Female	494	9.7%	8,539	9.0%	964,676	10.3%
Single Parent - Male	89	1.7%	4,250	4.5%	343,108	3.7%
Single Parent - Female	578	11.3%	9,177	9.6%	796,760	8.5%
Married w/ Children	1,374	26.9%	29,352	30.9%	2,838,458	30.3%
Married w/out Children	2,276	44.5%	39,353	41.4%	3,914,335	41.8%
Household Size						
1 Person	1,834	23.6%	26,682	20.5%	3,107,272	22.9%
2 People	2,402	30.9%	35,165	27.0%	3,965,242	29.3%
3 People	1,382	17.7%	19,517	15.0%	2,242,673	16.6%
4 to 6 People	1,950	25.0%	40,650	31.2%	3,757,425	27.7%
7+ People	218	2.8%	8,212	6.3%	472,311	3.5%
Home Ownership	7,787		130,226		13,544,923	
Owners	3,185	40.9%	67,704	52.0%	7,504,441	55.4%
Renters	4,602	59.1%	62,522	48.0%	6,040,482	44.6%
Components of Change						
Births	232	1.0%	4,380	1.0%	400,553	1.0%
Deaths	155	0.7%	2,946	0.7%	290,937	0.7%
Migration	176	0.8%	-3,719	-0.9%	-76,565	-0.2%
Employment (Pop 16+)	18,763		346,686		32,521,476	
Armed Services	149	0.8%	6,658	1.9%	173,781	0.5%
Civilian	12,499	66.6%	210,431	60.7%	20,741,304	63.8%
Employed	10,969	58.5%	188,169	54.3%	19,636,654	60.4%
Unemployed	1,531	8.2%	22,262	6.4%	1,104,650	3.4%
Not in Labor Force	6,263	33.4%	136,255	39.3%	11,780,172	36.2%
Employed Population	10,969		188,169		19,636,654	
White Collar	6,932	63.2%	103,365	54.9%	12,852,721	65.5%
Blue Collar	4,037	36.8%	84,804	45.1%	6,783,933	34.5%

Household Size



Civilian Employment

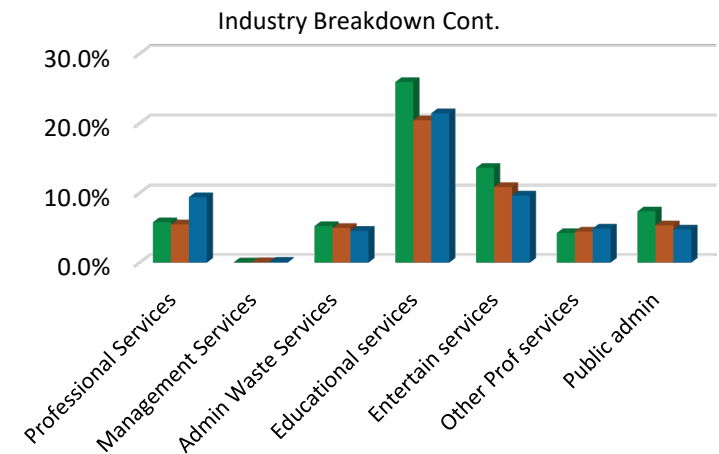
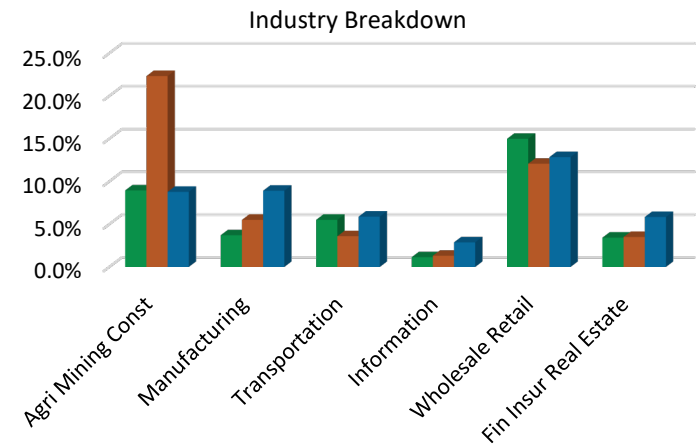


Consumer Demographic Profile

Site: City / County / State

Date Report Created: 1/15/2025

	Marina CA		Monterey County CA		California	
	#	%	#	%	#	%
Employment By Occupation	10,969		188,169		19,636,654	
White Collar	6,932	63.2%	103,365	54.9%	12,852,721	65.5%
Managerial executive	1,141	10.4%	25,943	13.8%	3,345,021	17.0%
Prof specialty	3,028	27.6%	35,380	18.8%	4,866,657	24.8%
Healthcare support	332	3.0%	7,309	3.9%	724,352	3.7%
Sales	1,239	11.3%	16,925	9.0%	1,854,677	9.4%
Office Admin	1,192	10.9%	17,808	9.5%	2,062,014	10.5%
Blue Collar	4,037	36.8%	84,804	45.1%	6,783,933	34.5%
Protective	327	3.0%	4,259	2.3%	411,189	2.1%
Food Prep Serving	835	7.6%	10,805	5.7%	1,042,220	5.3%
Bldg Maint/Cleaning	623	5.7%	8,814	4.7%	726,532	3.7%
Personal Care	405	3.7%	4,584	2.4%	532,745	2.7%
Farming/Fishing/Forestry	99	0.9%	18,962	10.1%	271,430	1.4%
Construction	1,011	9.2%	15,602	8.3%	1,453,286	7.4%
Production Transp	736	6.7%	21,778	11.6%	2,346,531	11.9%
Employment By Industry	10,969		188,169		19,636,654	
Agri Mining Const	982	9.0%	42,021	22.3%	1,725,662	8.8%
Manufacturing	407	3.7%	10,373	5.5%	1,750,963	8.9%
Transportation	605	5.5%	6,772	3.6%	1,156,535	5.9%
Information	125	1.1%	2,472	1.3%	565,876	2.9%
Wholesale Retail	1,644	15.0%	22,725	12.1%	2,523,885	12.9%
Fin Insur Real Estate	376	3.4%	6,602	3.5%	1,148,026	5.8%
Professional Services	637	5.8%	10,327	5.5%	1,845,606	9.4%
Management Services	4	0.0%	108	0.1%	25,738	0.1%
Admin Waste Services	576	5.3%	9,388	5.0%	896,645	4.6%
Educational services	2,845	25.9%	38,478	20.4%	4,211,517	21.4%
Entertain services	1,493	13.6%	20,433	10.9%	1,892,131	9.6%
Other Prof services	466	4.2%	8,389	4.5%	960,313	4.9%
Public admin	807	7.4%	10,081	5.4%	933,757	4.8%



Employment Profile

Site: City / County / State

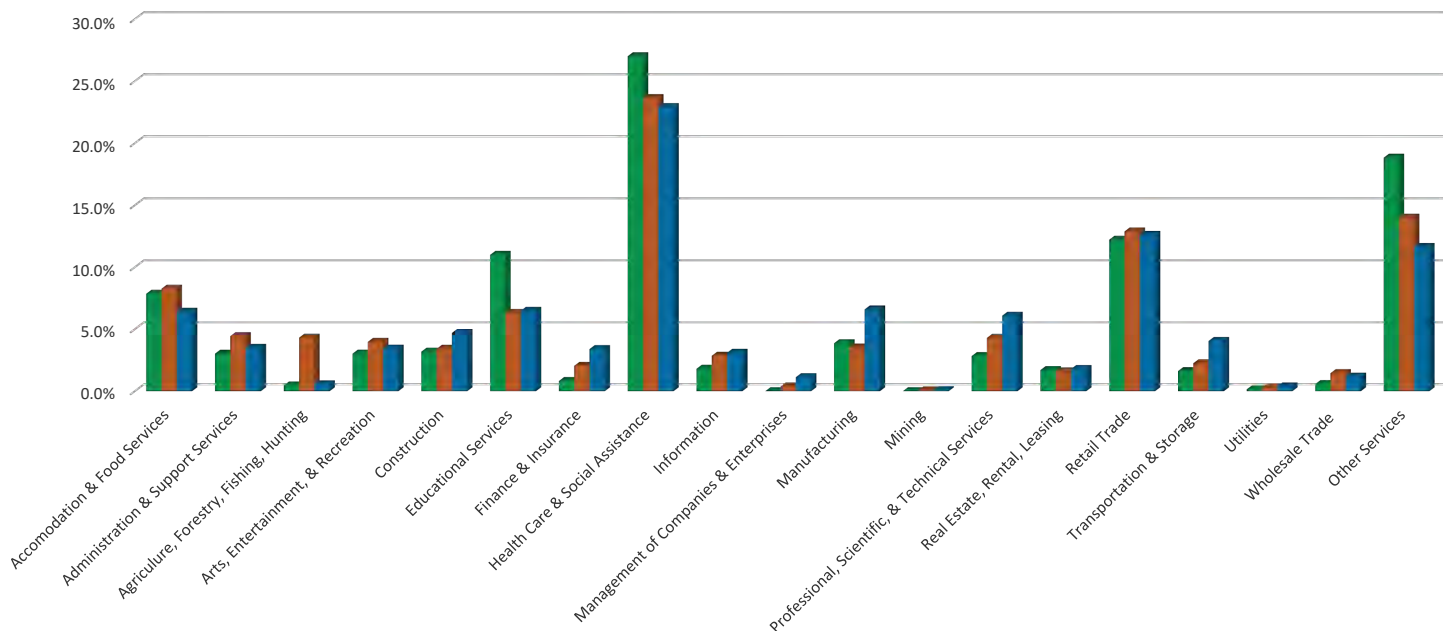
Date Report Created: 1/15/2025

EXHIBIT A

	Marina CA		Monterey County CA		California	
Daytime Population	23,406		507,374		43,851,789	
Student Population	5,961		141,292		11,501,391	
Median Employee Salary	57,393		54,217		64,142	
Average Employee Salary	67,983		63,891		71,087	
Wages	#		#		#	
Salary/Wage per Employee per Annum						
Under \$15,000 CrYr	201	2.5%	5,423	3.1%	327,547	2.1%
15,000 to 30,000 CrYr	72	0.9%	1,700	1.0%	124,392	0.8%
30,000 to 45,000 CrYr	2,321	28.9%	53,717	30.2%	2,811,244	17.6%
45,000 to 60,000 CrYr	1,794	22.4%	43,050	24.2%	3,349,392	21.0%
60,000 to 75,000 CrYr	1,024	12.8%	21,768	12.3%	3,046,418	19.1%
75,000 to 90,000 CrYr	905	11.3%	20,477	11.5%	2,846,912	17.9%
90,000 to 100,000 CrYr	174	2.2%	4,796	2.7%	1,084,911	6.8%
Over 100,000 CrYr	1,533	19.1%	26,725	15.0%	2,348,654	14.7%

Industry Groups

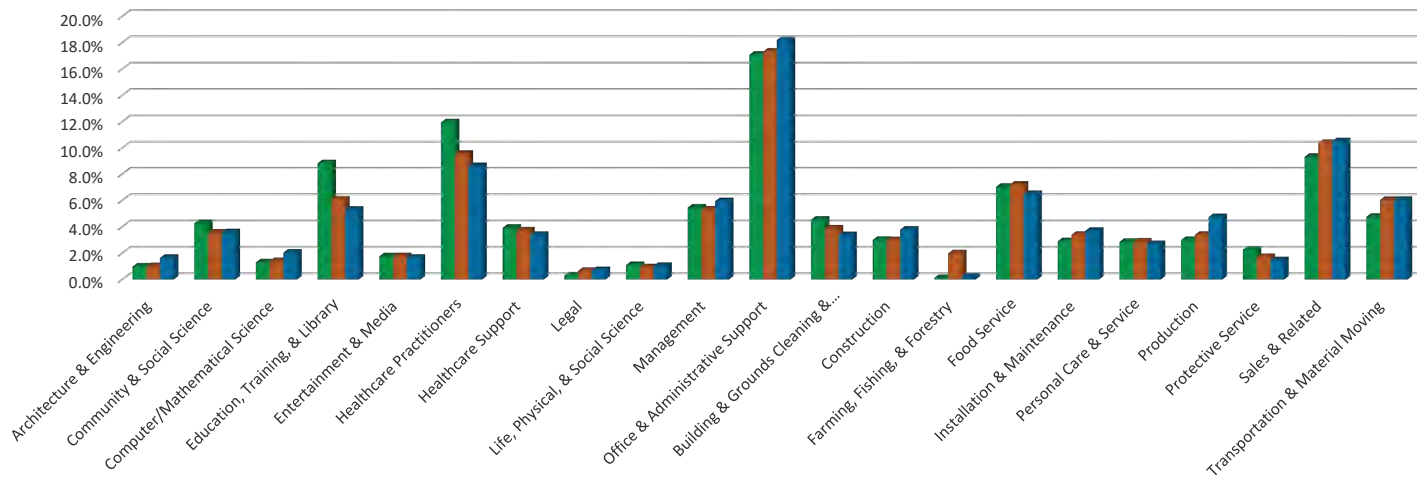
Employees by Industry



	Establishments		Employee's		Establishments		Employee's		Establishments		Employee's	
	#	%	#	%	#	%	#	%	#	%	#	%
Total	693	100%	8,023	100%	15,166	100%	177,656	100%	1,661,059	100%	15,939,470	100%
Accommodation & Food Services	59	8.5%	630	7.9%	1,023	6.7%	14,689	8.3%	100,274	6.0%	1,021,203	6.4%
Administration & Support Services	22	3.2%	243	3.0%	505	3.3%	7,884	4.4%	53,833	3.2%	556,715	3.5%
Agriculture, Forestry, Fishing, Hunting	2	0.3%	37	0.5%	276	1.8%	7,660	4.3%	12,823	0.8%	87,484	0.5%
Arts, Entertainment, & Recreation	24	3.5%	243	3.0%	417	2.7%	7,074	4.0%	48,145	2.9%	546,659	3.4%
Construction	45	6.5%	256	3.2%	850	5.6%	6,072	3.4%	99,314	6.0%	748,493	4.7%
Educational Services	17	2.4%	883	11.0%	399	2.6%	11,213	6.3%	42,562	2.6%	1,033,378	6.5%
Finance & Insurance	25	3.6%	66	0.8%	799	5.3%	3,630	2.0%	99,201	6.0%	541,215	3.4%
Health Care & Social Assistance	144	20.7%	2,168	27.0%	3,332	22.0%	41,997	23.6%	354,613	21.3%	3,652,854	22.9%
Information	10	1.4%	145	1.8%	322	2.1%	5,069	2.9%	38,648	2.3%	493,819	3.1%
Management of Companies & Enterprises	0	0.0%	0	0.0%	19	0.1%	677	0.4%	5,481	0.3%	179,858	1.1%
Manufacturing	25	3.6%	310	3.9%	488	3.2%	6,260	3.5%	69,449	4.2%	1,051,538	6.6%
Mining	0	0.0%	0	0.0%	9	0.1%	110	0.1%	1,019	0.1%	13,023	0.1%
Professional, Scientific, & Technical Services	33	4.8%	227	2.8%	1,326	8.7%	7,645	4.3%	176,409	10.6%	970,190	6.1%
Real Estate, Rental, Leasing	48	6.9%	137	1.7%	643	4.2%	2,834	1.6%	76,256	4.6%	285,048	1.8%
Retail Trade	90	13.1%	980	12.2%	2,075	13.7%	22,895	12.9%	218,563	13.2%	2,010,692	12.6%
Transportation & Storage	16	2.3%	130	1.6%	284	1.9%	4,001	2.3%	31,898	1.9%	645,483	4.0%
Utilities	1	0.1%	12	0.1%	24	0.2%	493	0.3%	1,799	0.1%	60,487	0.4%
Wholesale Trade	12	1.7%	46	0.6%	362	2.4%	2,580	1.5%	40,899	2.5%	186,165	1.2%
Other Services	120	17.3%	1,511	18.8%	2,013	13.3%	24,873	14.0%	189,873	11.4%	1,855,166	11.6%

	Marina CA		Monterey County CA		California	
Occupations	# of Employee's		# of Employee's		# of Employee's	
White Collar	4,790	59.7%	96,335	54.2%	8,848,565	55.5%
Architecture & Engineering	79	1.0%	1,804	1.0%	262,012	1.6%
Community & Social Science	344	4.3%	6,325	3.6%	571,899	3.6%
Computer/Mathematical Science	104	1.3%	2,486	1.4%	325,075	2.0%
Education, Training, & Library	708	8.8%	10,829	6.1%	845,092	5.3%
Entertainment & Media	141	1.8%	3,141	1.8%	262,991	1.6%
Healthcare Practitioners	958	11.9%	16,952	9.5%	1,373,037	8.6%
Healthcare Support	315	3.9%	6,613	3.7%	540,039	3.4%
Legal	25	0.3%	1,157	0.7%	113,379	0.7%
Life, Physical, & Social Science	88	1.1%	1,654	0.9%	164,314	1.0%
Management	438	5.5%	9,448	5.3%	947,898	5.9%
Office & Administrative Support	1,370	17.1%	30,763	17.3%	2,900,570	18.2%
Blue Collar	3,196	39.8%	77,893	43.8%	6,856,843	43.0%
Building & Grounds Cleaning & Maintenance	364	4.5%	6,891	3.9%	537,137	3.4%
Construction	241	3.0%	5,310	3.0%	603,196	3.8%
Farming, Fishing, & Forestry	11	0.1%	3,534	2.0%	37,003	0.2%
Food Service	565	7.0%	12,794	7.2%	1,035,321	6.5%
Installation & Maintenance	233	2.9%	6,022	3.4%	588,508	3.7%
Personal Care & Service	229	2.9%	5,117	2.9%	428,237	2.7%
Production	241	3.0%	6,022	3.4%	755,486	4.7%
Protective Service	182	2.3%	3,033	1.7%	233,494	1.5%
Sales & Related	747	9.3%	18,431	10.4%	1,673,948	10.5%
Transportation & Material Moving	382	4.8%	10,739	6.0%	964,513	6.1%
Military Services	37	0.5%	3,428	1.9%	234,062	1.5%

Employees by Occupation



Employee Totals and History	#	#	#
Current	8,023	177,656	15,939,470
2024 Q1	7,759	169,381	15,886,735
2023 Q4	8,047	180,950	15,260,061
2023 Q3	8,138	177,368	15,949,873
2023 Q2	6,786	145,842	15,524,033
2023 Q1	7,760	165,763	15,930,351
2022 Q4	7,728	180,391	15,415,044
2022 Q3	7,925	180,123	15,997,006
2022 Q2	6,930	149,265	15,503,003

Consumer Demand & Market Supply Assessment

Site: City / County / State

Date Report Created: 1/15/2025

EXHIBIT A

Demographics

Population	22,804	433,074	39,752,612
5-Year Population estimate	24,590	448,916	41,137,567
Population Households	21,208	415,394	38,855,764
Group Quarters Population	1,596	17,680	896,848
Households	7,787	130,226	13,544,923
5-Year Households estimate	8,442	135,100	14,017,681
WorkPlace Establishments	693	15,166	1,661,059
Workplace Employees	8,023	177,656	15,939,470
Median Household Income	\$88,101	\$95,478	\$98,061

By Establishments

	Marina CA				Monterey County CA				California		
	Consumer Demand	Market Supply	Opportunity Gap/Surplus		Consumer Demand	Market Supply	Opportunity Gap/Surplus		Consumer Demand	Market Supply	Opportunity Gap/Surplus
Furniture Stores	\$5,356,461	\$0	(\$5,356,461)	-100%	\$100,204,781	\$30,585,285	(\$69,619,496)	-69%	\$9,695,295,234	\$9,102,722,136	(\$592,573,098)
Lawn/Garden Equipment/Supplies Stores	\$3,078,101	\$0	(\$3,078,101)	-100%	\$57,256,171	\$161,424,672	\$104,168,501	182%	\$5,507,419,858	\$5,637,419,034	\$129,999,176
Jewelry/Luggage/Leather Goods	\$2,562,263	\$0	(\$2,562,263)	-100%	\$47,851,954	\$34,855,670	(\$12,996,284)	-27%	\$4,591,395,681	\$4,443,034,923	(\$148,360,759)
Used Merchandise Stores	\$1,503,156	\$0	(\$1,503,156)	-100%	\$27,919,201	\$26,906,003	(\$1,013,198)	-4%	\$2,685,345,558	\$2,293,137,055	(\$392,208,502)
Electronic Shopping/Mail Order Houses	\$101,096,314	\$0	(\$101,096,314)	-100%	\$1,930,613,143	\$552,239,132	(\$1,378,374,011)	-71%	\$188,095,278,054	\$142,288,100,483	(\$45,807,177,571)
Vending Machine Operators (Non-Store)	\$3,509,482	\$0	(\$3,509,482)	-100%	\$65,765,553	\$12,336,888	(\$53,428,665)	-81%	\$6,284,888,129	\$5,576,919,003	(\$707,969,126)
Other Motor Vehicle Dealers	\$6,188,185	\$708,981	(\$5,479,204)	-89%	\$115,448,876	\$21,801,194	(\$93,647,682)	-81%	\$10,981,122,604	\$10,607,693,994	(\$373,428,610)
Other Misc. Store Retailers	\$7,864,058	\$1,032,835	(\$6,831,223)	-87%	\$145,510,315	\$87,171,459	(\$58,338,856)	-40%	\$13,999,030,645	\$14,220,339,824	\$221,309,179
Shoe Stores	\$2,641,243	\$427,947	(\$2,213,296)	-84%	\$49,311,999	\$40,013,184	(\$9,298,815)	-19%	\$4,740,553,788	\$4,761,524,793	\$20,971,005
Book/Periodical/Music Stores	\$1,137,062	\$251,489	(\$885,573)	-78%	\$21,241,935	\$10,814,041	(\$10,427,894)	-49%	\$2,037,759,776	\$2,039,908,614	\$2,148,838
Home Furnishing Stores	\$4,490,639	\$1,014,375	(\$3,476,264)	-77%	\$83,415,528	\$31,273,812	(\$52,141,716)	-63%	\$7,964,482,185	\$7,898,825,255	(\$65,656,930)
Building Material/Supplies Dealers	\$28,125,775	\$8,049,542	(\$20,076,233)	-71%	\$522,233,803	\$284,535,618	(\$237,698,185)	-46%	\$49,741,634,582	\$54,197,057,245	\$4,455,422,663
Automotive Dealers	\$90,014,951	\$26,287,063	(\$63,727,888)	-71%	\$1,681,733,970	\$789,223,699	(\$892,510,271)	-53%	\$159,089,544,690	\$151,646,856,124	(\$7,442,688,566)
Electronics/Appliance	\$5,900,201	\$1,921,324	(\$3,978,877)	-67%	\$119,393,621	\$33,535,872	(\$85,857,749)	-72%	\$12,144,376,389	\$10,890,343,292	(\$1,254,033,097)
Bar/Drinking Places (Alcoholic Beverages)	\$1,190,436	\$411,751	(\$778,685)	-65%	\$28,326,858	\$19,352,327	(\$8,974,531)	-32%	\$3,140,067,545	\$3,318,545,352	\$178,477,807
Clothing Stores	\$18,211,721	\$6,367,985	(\$11,843,736)	-65%	\$338,247,259	\$239,153,596	(\$99,093,663)	-29%	\$32,413,924,136	\$33,463,002,889	\$1,049,078,752
Office Supplies/Stationary/Gift	\$1,984,935	\$715,237	(\$1,269,698)	-64%	\$37,806,661	\$23,145,355	(\$14,661,306)	-39%	\$3,698,628,865	\$3,629,310,598	(\$69,318,267)
Florists/Misc. Store Retailers	\$759,195	\$284,332	(\$474,863)	-63%	\$14,122,824	\$12,036,741	(\$2,086,082)	-15%	\$1,357,585,688	\$1,387,585,995	\$30,000,308
Beer/Wine/Liquor Stores	\$4,296,338	\$1,642,305	(\$2,654,033)	-62%	\$79,816,660	\$42,700,001	(\$37,116,659)	-47%	\$7,576,732,965	\$7,664,870,491	\$88,137,526
Grocery Stores	\$49,245,245	\$21,996,854	(\$27,248,391)	-55%	\$913,400,624	\$656,522,408	(\$256,878,215)	-28%	\$86,588,090,250	\$80,384,105,276	(\$6,203,984,974)
Other General Merchandise Stores	\$51,226,504	\$25,727,219	(\$25,499,285)	-50%	\$951,401,164	\$531,520,069	(\$419,881,095)	-44%	\$90,454,411,636	\$96,023,513,620	\$5,569,101,984
Automotive Parts/Accessories/Tire	\$7,831,625	\$4,379,466	(\$3,452,159)	-44%	\$144,990,029	\$104,481,366	(\$40,508,663)	-28%	\$13,664,785,557	\$13,568,570,730	(\$96,214,826)
Sporting Goods/Hobby/Musical Instrument	\$6,027,276	\$3,641,444	(\$2,385,832)	-40%	\$112,222,654	\$55,892,023	(\$56,330,631)	-50%	\$10,722,103,693	\$10,714,580,685	(\$7,523,008)
Direct Selling Establishments	\$2,779,122	\$1,837,521	(\$941,601)	-34%	\$51,520,465	\$28,175,360	(\$23,345,105)	-45%	\$4,889,493,748	\$3,656,533,604	(\$1,232,960,144)
Health/Personal Care Stores	\$25,020,936	\$16,886,025	(\$8,134,911)	-33%	\$461,638,328	\$317,566,597	(\$144,071,731)	-31%	\$43,668,433,467	\$44,559,365,414	\$890,931,947
Department Stores	\$8,375,365	\$6,120,029	(\$2,255,336)	-27%	\$155,576,206	\$142,635,343	(\$12,940,863)	-8%	\$14,861,079,296	\$18,341,402,981	\$3,480,323,685
Special Food Services	\$3,744,803	\$2,782,657	(\$962,146)	-26%	\$77,499,334	\$103,439,339	\$25,940,005	33%	\$8,002,371,779	\$7,901,300,473	(\$101,071,306)
Full-Service Restaurants	\$20,752,283	\$16,160,783	(\$4,591,500)	-22%	\$452,335,107	\$434,166,427	(\$18,168,680)	-4%	\$48,047,696,825	\$50,955,718,020	\$2,908,021,195
Gasoline Stations	\$38,270,511	\$33,589,526	(\$4,680,985)	-12%	\$710,011,451	\$895,721,689	\$185,710,239	26%	\$66,767,868,146	\$92,733,512,238	\$25,965,644,092
Limited-Service Eating Places	\$21,858,452	\$20,240,337	(\$1,618,115)	-7%	\$452,008,813	\$415,337,103	(\$36,671,710)	-8%	\$46,657,116,040	\$49,552,946,342	\$2,895,830,302
Specialty Food Stores	\$2,702,502	\$5,962,320	\$3,259,818	121%	\$50,160,411	\$148,335,323	\$98,174,912	196%	\$4,753,743,034	\$4,268,438,476	(\$485,304,559)
Consumer Demand/Market Supply Index	\$527,745,139	\$208,439,348	253		\$9,998,985,698	\$6,286,897,599	159		\$964,822,259,845	\$947,727,184,958	102

Consumer Demand & Market Supply Assessment

Site: City / County / State

Date Report Created: 1/15/2025

EXHIBIT A

By Major Product Lines

	Marina CA				Monterey County CA				California		
	Consumer Demand	Market Supply	Opportunity Gap/Surplus		Consumer Demand	Market Supply	Opportunity Gap/Surplus		Consumer Demand	Market Supply	Opportunity Gap/Surplus
Computer Hardware/Software/Supplies	\$10,734,124	\$503,376	(\$10,230,748)	-95%	\$268,076,221	\$50,924,530	(\$217,151,691)	-81%	\$30,556,708,531	\$22,850,995,175	(\$7,705,713,356)
Furniture/Sleep/Outdoor/Patio Furniture	\$15,834,469	\$1,040,238	(\$14,794,231)	-93%	\$296,283,638	\$89,705,083	(\$206,578,555)	-70%	\$28,681,501,144	\$21,587,199,297	(\$7,094,301,848)
Jewelry (including Watches)	\$4,356,406	\$462,747	(\$3,893,659)	-89%	\$81,450,708	\$55,251,903	(\$26,198,804)	-32%	\$7,812,690,272	\$8,259,216,756	\$446,526,484
All Other Merchandise	\$23,028,231	\$2,902,613	(\$20,125,618)	-87%	\$426,984,377	\$174,018,807	(\$252,965,570)	-59%	\$41,104,695,988	\$38,330,839,384	(\$2,773,856,604)
Audio Equipment/Musical Instruments	\$3,413,364	\$439,216	(\$2,974,148)	-87%	\$63,182,676	\$18,857,076	(\$44,325,600)	-70%	\$6,032,095,634	\$6,082,920,158	\$50,824,524
Books/Periodicals	\$1,982,376	\$282,027	(\$1,700,349)	-86%	\$36,801,347	\$18,028,704	(\$18,772,643)	-51%	\$3,512,924,944	\$3,794,237,881	\$281,312,937
Lawn/Garden/Farm Equipment/Supplies	\$8,555,706	\$1,489,561	(\$7,066,144)	-83%	\$159,154,076	\$199,986,435	\$40,832,359	26%	\$15,306,102,045	\$15,340,512,635	\$34,410,590
Pets/Pet Foods/Pet Supplies	\$4,725,655	\$900,758	(\$3,824,897)	-81%	\$87,753,392	\$48,810,534	(\$38,942,858)	-44%	\$8,565,116,430	\$6,126,354,124	(\$2,438,762,307)
Kitchenware/Home Furnishings	\$6,903,868	\$1,345,322	(\$5,558,546)	-81%	\$128,313,177	\$60,062,211	(\$68,250,966)	-53%	\$12,187,071,038	\$11,922,289,162	(\$264,781,876)
Footwear, including Accessories	\$7,357,252	\$1,510,338	(\$5,846,915)	-79%	\$137,404,904	\$80,558,663	(\$56,846,241)	-41%	\$13,212,025,270	\$11,850,088,815	(\$1,361,936,455)
Small Electric Appliances	\$1,304,149	\$286,774	(\$1,017,375)	-78%	\$24,161,214	\$11,376,227	(\$12,784,987)	-53%	\$2,342,196,063	\$2,378,291,983	\$36,095,920
Major Household Appliances	\$1,957,782	\$449,563	(\$1,508,219)	-77%	\$36,729,625	\$12,606,720	(\$24,122,905)	-66%	\$3,613,144,749	\$3,902,344,725	\$289,199,976
Automotive Lubricants (incl Oil, Greases)	\$1,957,782	\$449,563	(\$1,508,219)	-77%	\$36,729,625	\$12,606,720	(\$24,122,905)	-66%	\$3,613,144,749	\$3,902,344,725	\$289,199,976
Floor/Floor Coverings	\$3,949,906	\$958,372	(\$2,991,535)	-76%	\$73,119,806	\$34,407,958	(\$38,711,848)	-53%	\$6,913,654,665	\$7,156,128,686	\$242,474,020
Photographic Equipment/Supplies	\$505,387	\$125,780	(\$379,607)	-75%	\$9,341,308	\$3,502,915	(\$5,838,394)	-63%	\$883,797,625	\$1,279,879,245	\$396,081,620
Televisions/VCR/Video Cameras/DVD etc	\$3,186,597	\$805,790	(\$2,380,807)	-75%	\$59,571,719	\$23,881,527	(\$35,690,192)	-60%	\$5,673,107,665	\$7,926,097,890	\$2,252,990,225
Drugs/Health Aids/Beauty Aids/Cosmetics	\$72,835,789	\$18,982,794	(\$53,852,995)	-74%	\$1,343,327,330	\$539,022,232	(\$804,305,097)	-60%	\$126,885,215,218	\$98,012,504,874	(\$28,872,710,344)
Retailer Services	\$15,770,118	\$4,214,701	(\$11,555,417)	-73%	\$294,161,487	\$137,594,851	(\$156,566,636)	-53%	\$28,221,569,509	\$28,107,394,569	(\$114,174,941)
Womens/Juniors/Misses Wear	\$17,951,008	\$5,126,071	(\$12,824,937)	-71%	\$332,212,900	\$209,675,892	(\$122,537,008)	-37%	\$31,819,106,169	\$31,731,244,620	(\$87,861,550)
Hardware/Tools/Plumbing/Electrical Supplies	\$8,196,233	\$2,374,486	(\$5,821,747)	-71%	\$151,639,963	\$88,287,027	(\$63,352,936)	-42%	\$14,311,171,334	\$16,035,634,466	\$1,724,463,133
Autos/Cars/Vans/Trucks/Motorcycles	\$79,578,222	\$23,098,067	(\$56,480,155)	-71%	\$1,488,088,105	\$695,375,642	(\$792,712,463)	-53%	\$140,606,993,148	\$134,494,858,664	(\$6,112,134,484)
Dimensional Lumber/Other Building Materials	\$11,339,895	\$3,504,549	(\$7,835,345)	-69%	\$210,859,036	\$125,011,481	(\$85,847,555)	-41%	\$20,104,708,743	\$22,725,459,498	\$2,620,750,755
Curtains/Draperies/Slipcovers/Bed/Coverings	\$2,430,240	\$756,192	(\$1,674,048)	-69%	\$45,204,061	\$28,353,472	(\$16,850,589)	-37%	\$4,413,148,643	\$5,370,680,441	\$957,531,798
Paints/Sundries/Wallpaper/Wall Coverings	\$2,055,440	\$654,145	(\$1,401,295)	-68%	\$38,074,537	\$22,887,911	(\$15,186,626)	-40%	\$3,599,140,287	\$4,151,730,866	\$552,590,579
Automotive Tires/Tubes/Batteries/Parts	\$16,604,263	\$5,511,538	(\$11,092,725)	-67%	\$307,242,034	\$155,451,517	(\$151,790,517)	-49%	\$28,923,289,891	\$24,818,975,591	(\$4,104,314,300)
Mens Wear	\$7,002,520	\$2,347,203	(\$4,655,317)	-66%	\$130,714,985	\$91,878,040	(\$38,836,946)	-30%	\$12,549,205,818	\$14,052,582,048	\$1,503,376,229
Sporting Goods (incl Bicycles/Sports Vehicles)	\$5,306,224	\$2,118,482	(\$3,187,742)	-60%	\$99,342,384	\$57,982,479	(\$41,359,905)	-42%	\$9,477,265,767	\$11,260,818,135	\$1,783,552,368
Toys/Hobby Goods/Games	\$2,813,397	\$1,155,725	(\$1,657,672)	-59%	\$52,348,554	\$34,449,928	(\$17,898,626)	-34%	\$4,953,405,553	\$6,388,916,732	\$1,437,511,179
Packaged Liquor/Wine/Beer	\$9,570,693	\$3,953,060	(\$5,617,632)	-59%	\$177,335,213	\$107,984,201	(\$69,351,012)	-39%	\$16,796,421,649	\$16,717,134,344	(\$79,287,305)
Groceries/Other Food Items (Off Premises)	\$77,255,064	\$38,127,268	(\$39,127,796)	-51%	\$1,430,204,321	\$1,003,939,396	(\$426,264,925)	-30%	\$135,228,920,123	\$125,602,539,712	(\$9,626,380,411)
Childrens Wear/Infants/Toddlers Clothing	\$2,651,428	\$1,362,526	(\$1,288,902)	-49%	\$49,628,385	\$46,424,006	(\$3,204,379)	-6%	\$4,771,354,512	\$6,407,173,823	\$1,635,819,312
Cigars/Cigarettes/Tobacco/Accessories	\$6,040,830	\$3,244,628	(\$2,796,202)	-46%	\$110,082,682	\$90,800,918	(\$19,281,763)	-18%	\$10,317,429,352	\$12,185,520,674	\$1,868,091,322
Sewing/Knitting Materials/Supplies	\$280,830	\$164,318	(\$116,511)	-41%	\$4,991,819	\$3,128,739	(\$1,863,080)	-37%	\$479,676,181	\$563,533,017	\$83,856,836
Soaps/Detergents/Household Cleaners	\$2,277,168	\$1,379,032	(\$898,136)	-39%	\$42,050,458	\$35,156,236	(\$6,894,222)	-16%	\$4,034,747,173	\$5,105,897,568	\$1,071,150,395
Alcoholic Drinks Served at the Establishment	\$8,366,491	\$5,321,707	(\$3,044,784)	-36%	\$202,478,376	\$149,403,345	(\$53,075,031)	-26%	\$22,621,625,197	\$19,714,439,710	(\$2,907,185,487)
Paper/Related Products	\$2,000,054	\$1,333,182	(\$666,872)	-33%	\$36,789,751	\$31,826,003	(\$4,963,748)	-13%	\$3,499,361,440	\$4,607,335,209	\$1,107,973,769
Optical Goods (incl Eyeglasses, Sunglasses)	\$1,084,611	\$921,009	(\$163,602)	-15%	\$20,085,287	\$19,222,854	(\$862,433)	-4%	\$1,979,434,128	\$2,489,490,530	\$510,056,402
Meats/Nonalcoholic Beverages	\$41,520,640	\$35,474,516	(\$6,046,123)	-15%	\$857,356,682	\$854,547,081	(\$2,809,601)	0%	\$88,437,611,143	\$96,555,267,352	\$8,117,656,208
Automotive Fuels	\$35,171,127	\$32,014,472	(\$3,156,655)	-9%	\$652,375,347	\$840,845,358	\$188,470,012	29%	\$61,202,584,268	\$87,655,167,478	\$26,452,583,210
Household Fuels (incl Oil, LP gas, Wood, Coal)	\$992,914	\$1,351,808	\$358,893	36%	\$18,264,438	\$23,766,646	\$5,502,208	30%	\$1,715,218,448	\$2,557,929,777	\$842,711,329



Marina CA	Monterey County CA	California
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Data for this report is provided via the Market Outlook database from Synergos Technologies, Inc (STI).

Market Outlook is based on the following -

- the Consumer Expenditure Survey (CE), a program of the Bureau of Labor Statistics (BLS);
- the U.S. Census Bureau's monthly and annual Retail Trade (CRT) reports;
- the Census Bureau's Economic Census; with supporting demographic data from STI: PopStats data and STI: WorkPlace.

Market Outlook data covers 31 leading retail segments and 40 major product and service lines.

The difference between demand and supply represents the opportunity gap or surplus available for each retail outlet cited on the Market Outlook report for the specified trade area or reporting geography. When the demand is greater than (or less than) the supply, there is an opportunity gap (or surplus) for that retail outlet. In other words, a negative value signifies an opportunity gap where the Consumer Demand is higher than the Market Supply, while a positive value signifies a surplus.

Consumer Demand/Market Supply Index:

n = 100 (Equilibrium)

n > 100 suggests demand is not being fully met within the market, consumers are leaving the area to shop

n < 100 suggests supply exceeds demand, attracting consumers from outside the defined area

Household Segmentation Profile

Site: Site 1 - Beach Road & Del Monte Blvd

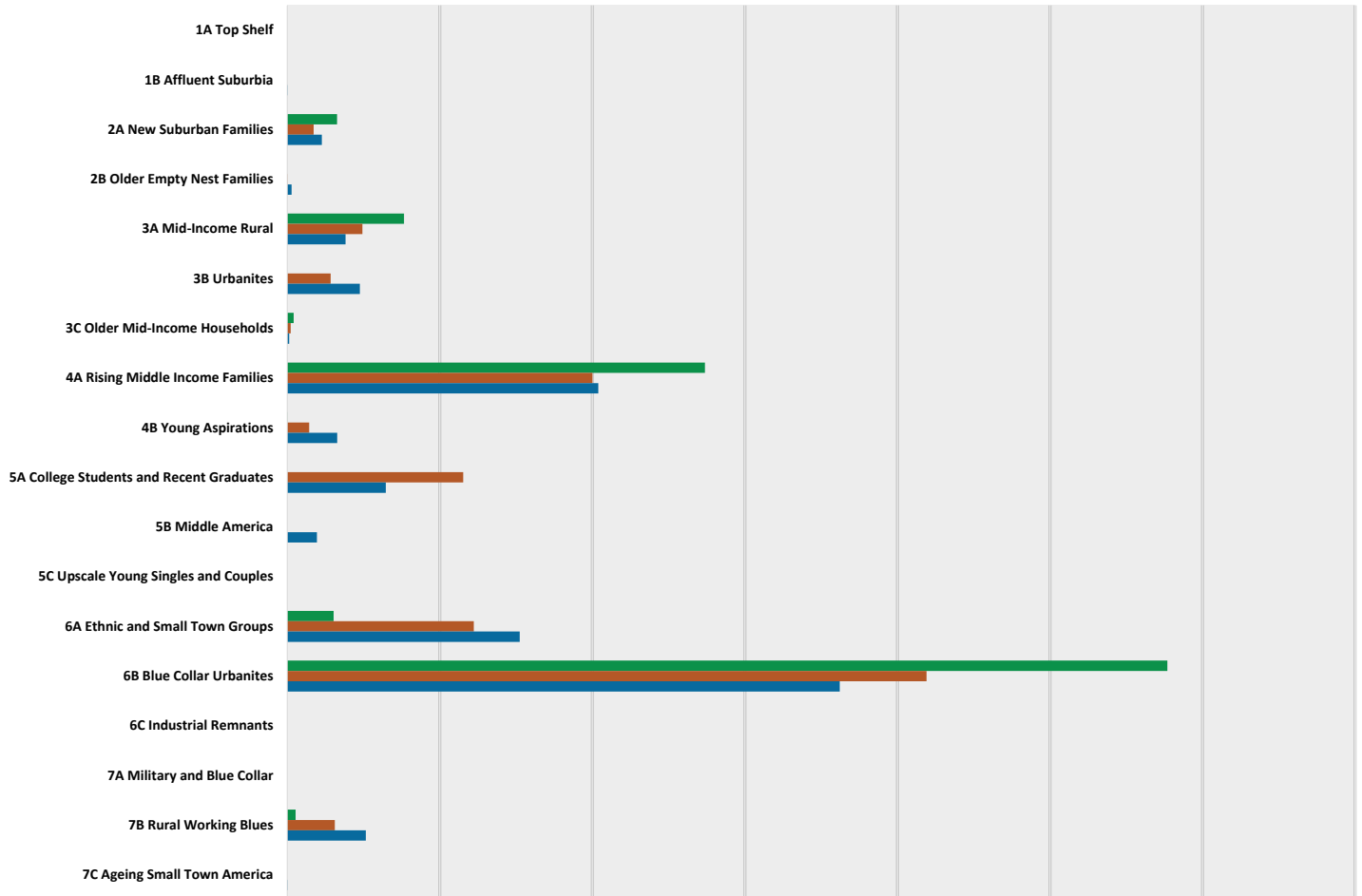


Date: 1/16/2025



Household Lifestage Group Comparison

0.0% 10.0% 20.0% 30.0% 40.0% 50.0% 60.0% 70.0%



Rank *	Cluster	Lifestage Group	Households	%	Households	%	Households	%
1	28 Coastal Diversity	6B Blue Collar Urbanites	4,084	57.7%	5,608	41.9%	8,647	36.2%
2	11 West Coast Affluence	4A Rising Middle Income Families	1,682	23.8%	1,706	12.7%	3,141	13.2%
3	13 Cowboy Country	3A Mid-Income Rural	542	7.6%	660	4.9%	911	3.8%
4	21 New Suburban Style	2A New Suburban Families	191	2.7%	191	1.4%	448	1.9%
5	10 Emerging Leaders	4A Rising Middle Income Families	176	2.5%	893	6.7%	1,612	6.8%
6	59 Hardworking Latino Families	6A Ethnic and Small Town Groups	149	2.1%	164	1.2%	389	1.6%
7	07 Upscale Diversity	4A Rising Middle Income Families	80	1.1%	80	0.6%	112	0.5%
8	31 Latino Workforce	6A Ethnic and Small Town Groups	66	0.9%	1,380	10.3%	3,121	13.1%
9	42 Rising Fortunes	2A New Suburban Families	40	0.6%	41	0.3%	41	0.2%
10	24 Remote Latino Neighborhoods	7B Rural Working Blues	39	0.5%	407	3.0%	1,136	4.8%

* Rank is based on Trade Area 1 cluster size

Uses the AGS Panorama Segmentation system. More information is available by clicking on the respective cluster. Cluster names have been modified from the originals.

Household Segmentation Profile

Date: 1/16/2025

TOTAL HOUSEHOLDS		7,080	100%	13,382	100%	23,872	100%
Segment Group	Cluster Name	5 Min Drive		10 Min Drive		15 Min Drive	
1A Top Shelf		0	0.0%	0	0.0%	0	0.0%
	01 One Percenters	0	0.0%	0	0.0%	0	0.0%
	02 Peak Performers	0	0.0%	0	0.0%	0	0.0%
	03 Second City Achievers	0	0.0%	0	0.0%	0	0.0%
1B Affluent Suburbia		0	0.0%	0	0.0%	7	0.0%
	04 Young Success	0	0.0%	0	0.0%	0	0.0%
	05 Affluent Parents	0	0.0%	0	0.0%	0	0.0%
	06 Best of Both Worlds	0	0.0%	0	0.0%	7	0.0%
	09 Successful Urban Commuters	0	0.0%	0	0.0%	0	0.0%
2A New Suburban Families		231	3.3%	232	1.7%	541	2.3%
	17 New American Dreams	0	0.0%	0	0.0%	0	0.0%
	21 New Suburban Style	191	2.7%	191	1.4%	448	1.9%
	34 Midwestern Comforts	0	0.0%	0	0.0%	53	0.2%
	42 Rising Fortunes	40	0.6%	41	0.3%	41	0.2%
2B Older Empty Nest Families		0	0.0%	3	0.0%	68	0.3%
	12 Mainstream Established Suburb	0	0.0%	3	0.0%	18	0.1%
	15 Comfortable Retirement	0	0.0%	0	0.0%	35	0.1%
	18 Small Town Middle Managers	0	0.0%	0	0.0%	0	0.0%
	33 Noreasters	0	0.0%	0	0.0%	10	0.0%
	41 All-American	0	0.0%	0	0.0%	5	0.0%
3A Mid-Income Rural		542	7.6%	660	4.9%	911	3.8%
	13 Cowboy Country	542	7.6%	660	4.9%	911	3.8%
	16 Spacious Suburbs	0	0.0%	0	0.0%	0	0.0%
	20 Strong Individualists	0	0.0%	0	0.0%	0	0.0%
	51 Low Cost Rural	0	0.0%	0	0.0%	0	0.0%
3B Urbanites		0	0.0%	381	2.8%	1,136	4.8%
	38 Middle America	0	0.0%	0	0.0%	0	0.0%
	44 Pacific Second City	0	0.0%	49	0.4%	597	2.5%
	45 Northern Perseverance	0	0.0%	0	0.0%	0	0.0%
	58 Urban Crowd	0	0.0%	332	2.5%	539	2.3%
3C Older Mid-Income Households		30	0.4%	30	0.2%	30	0.1%
	46 Individual Singles	0	0.0%	0	0.0%	0	0.0%
	49 Retirement	30	0.4%	30	0.2%	30	0.1%
4A Rising Middle Income Families		1,938	27.4%	2,678	20.0%	4,869	20.4%
	07 Upscale Diversity	80	1.1%	80	0.6%	112	0.5%
	08 Living the Dream	0	0.0%	0	0.0%	4	0.0%
	10 Emerging Leaders	176	2.5%	893	6.7%	1,612	6.8%
	11 West Coast Affluence	1,682	23.8%	1,706	12.7%	3,141	13.2%
4B Young Aspirations		0	0.0%	192	1.4%	781	3.3%
	14 American Playgrounds	0	0.0%	0	0.0%	29	0.1%
	19 Outer Suburban Affluence	0	0.0%	0	0.0%	0	0.0%
	22 Up and Coming Suburban Diver:	0	0.0%	0	0.0%	25	0.1%
	35 Generational Dreams	0	0.0%	192	1.4%	665	2.8%
	40 Beltway Commuters	0	0.0%	0	0.0%	61	0.3%

Uses the AGS Panorama Segmentation system. More information is available by clicking on the respective cluster. Cluster names have been modified from originals.



Household Segmentation Profile

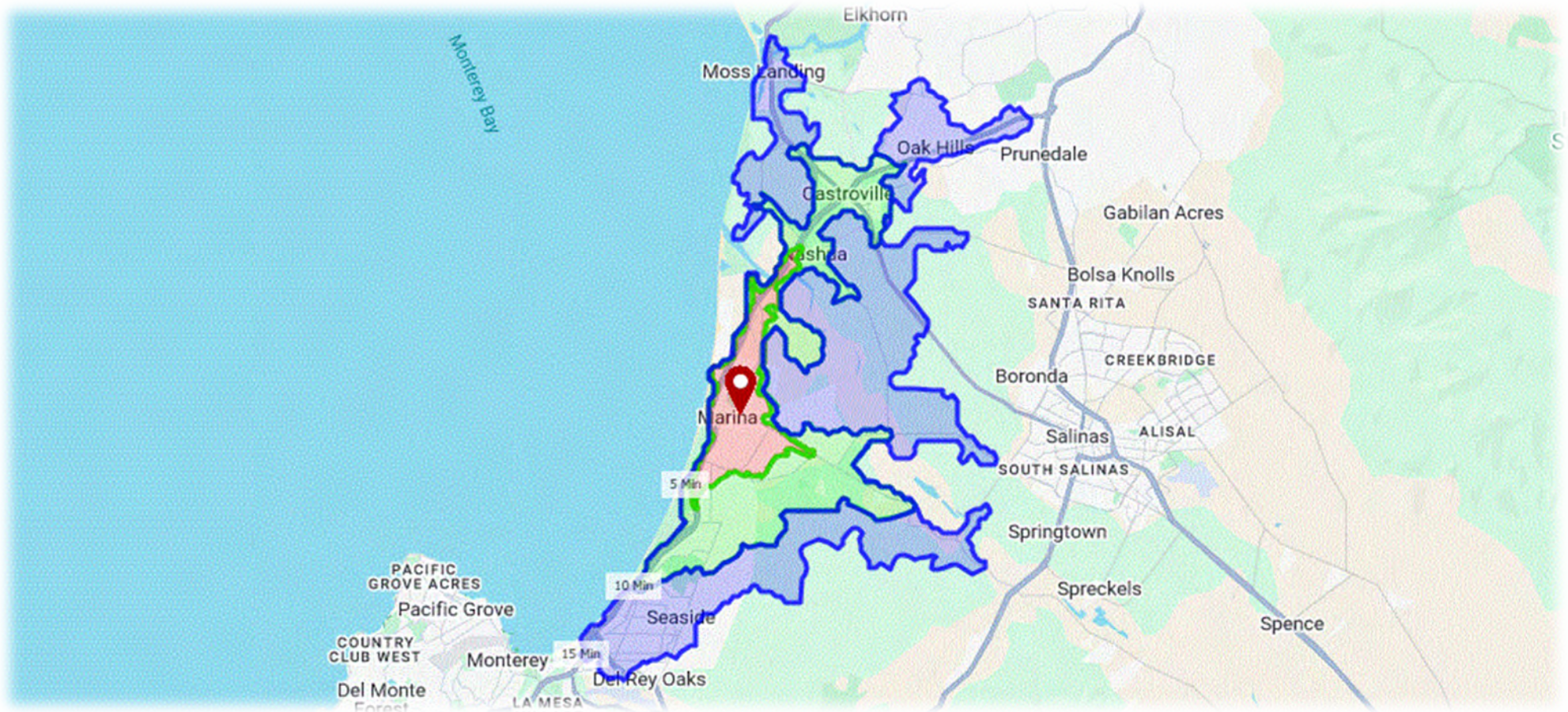
Date: 1/16/2025

TOTAL HOUSEHOLDS		7,080	100%	13,382	100%	23,872	100%
Segment Group	Cluster Name	5 Min Drive		10 Min Drive		15 Min Drive	
5A College Students and Recent Graduates		0	0.0%	1,543	11.5%	1,543	6.5%
	57 College Towns	0	0.0%	17	0.1%	17	0.1%
	67 Starting Out	0	0.0%	1,526	11.4%	1,526	6.4%
5B Middle America		0	0.0%	0	0.0%	463	1.9%
	26 High Density Diversity	0	0.0%	0	0.0%	305	1.3%
	36 Olde New England	0	0.0%	0	0.0%	20	0.1%
	39 Second City Beginnings	0	0.0%	0	0.0%	1	0.0%
	43 Classic Interstate Suburbia	0	0.0%	0	0.0%	137	0.6%
5C Upscale Young Singles and Couples		0	0.0%	0	0.0%	0	0.0%
	25 Tech-Savvy Group	0	0.0%	0	0.0%	0	0.0%
	27 Young Coastal Technocrats	0	0.0%	0	0.0%	0	0.0%
6A Ethnic and Small Town Groups		215	3.0%	1,637	12.2%	3,637	15.2%
	31 Latino Workforce	66	0.9%	1,380	10.3%	3,121	13.1%
	59 Hardworking Latino Families	149	2.1%	164	1.2%	389	1.6%
	60 Immigrant	0	0.0%	52	0.4%	52	0.2%
	64 Southern Cities	0	0.0%	0	0.0%	9	0.0%
	65 Small Towns	0	0.0%	41	0.3%	66	0.3%
6B Blue Collar Urbanites		4,084	57.7%	5,608	41.9%	8,647	36.2%
	28 Coastal Diversity	4,084	57.7%	5,608	41.9%	8,647	36.2%
	30 True Grit	0	0.0%	0	0.0%	0	0.0%
	32 Apartment Dwellers	0	0.0%	0	0.0%	0	0.0%
6C Industrial Remnants		0	0.0%	0	0.0%	0	0.0%
	63 Southern Small Towns	0	0.0%	0	0.0%	0	0.0%
	66 Metropolitan Blue Collar	0	0.0%	0	0.0%	0	0.0%
	68 Rust Belt	0	0.0%	0	0.0%	0	0.0%
7A Military and Blue Collar		0	0.0%	0	0.0%	0	0.0%
	61 Communal Living	0	0.0%	0	0.0%	0	0.0%
	62 Blue Collar Diversity	0	0.0%	0	0.0%	0	0.0%
7B Rural Working Blues		39	0.6%	417	3.1%	1,231	5.2%
	24 Remote Latino Neighborhoods	39	0.5%	407	3.0%	1,136	4.8%
	29 Metropolitan	0	0.0%	0	0.0%	0	0.0%
	47 Simply Southern	0	0.0%	0	0.0%	0	0.0%
	48 Tex-Mex	0	0.0%	10	0.1%	95	0.4%
	53 Classic Southerners	0	0.0%	0	0.0%	0	0.0%
	56 Blue Collar	0	0.0%	0	0.0%	0	0.0%
7C Ageing Small Town America		0	0.0%	0	0.0%	7	0.0%
	23 Long-Lasting Heartland	0	0.0%	0	0.0%	0	0.0%
	37 Industrial Town	0	0.0%	0	0.0%	0	0.0%
	50 Small Town	0	0.0%	0	0.0%	0	0.0%
	52 Great Open Country	0	0.0%	0	0.0%	0	0.0%
	54 Agricultural Areas	0	0.0%	0	0.0%	7	0.0%
	55 Mining Areas	0	0.0%	0	0.0%	0	0.0%

Uses the AGS Panorama Segmentation system. More information is available by clicking on the respective cluster. Cluster names have been modified from originals.



Beach Rd & Del Monte Blvd, Marina, CA



	5 Minutes	10 Minutes	15 Minutes
Population	19,738	42,216	74,462
Daytime Population	17,598	40,667	72,491
Households	7,209	13,177	23,800
Average Age	41.1	36.7	38.2
Average HH Income	\$114,650	\$113,935	\$112,960
White Collar (Residents)	62.6%	60.5%	56.3%
College Degree & Above	41.3%	39.1%	36.8%

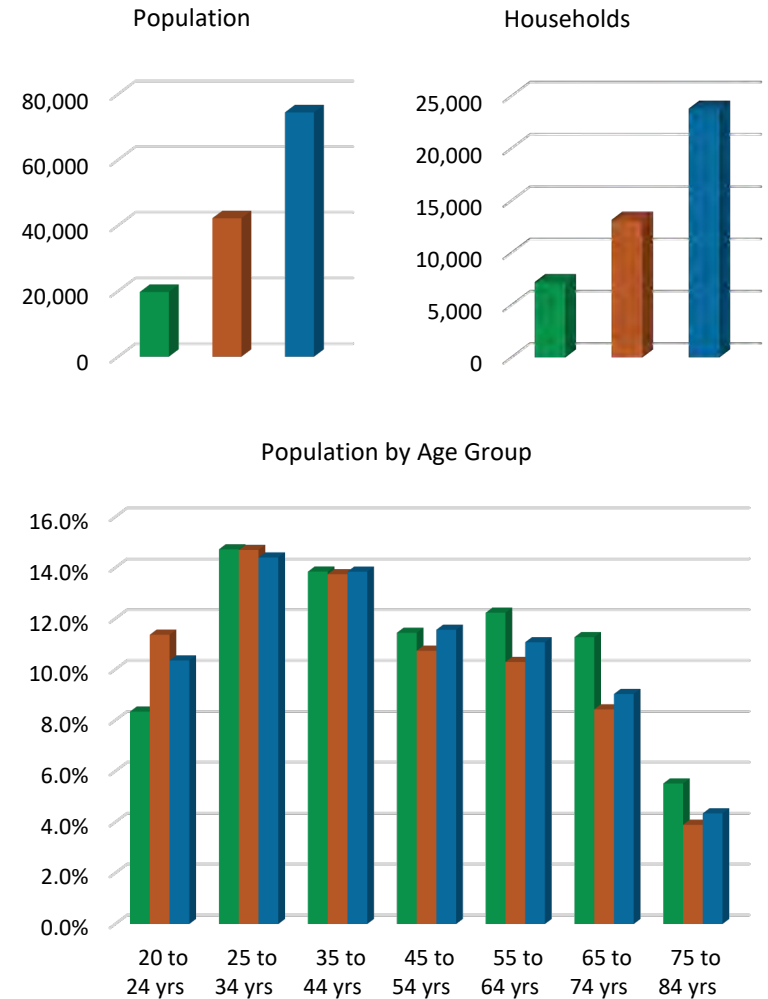


Consumer Demographic Profile

Site: Site 1 - Beach Road & Del Monte Blvd

Date Report Created: 1/15/2025

	5 Min Drive		10 Min Drive		15 Min Drive	
	#	%	#	%	#	%
Market Stats						
Population	19,738	---	42,216	---	74,462	---
5 Year Projected Pop	21,306	---	44,846	---	78,078	---
Pop Growth (%)	7.9%	---	6.2%	---	4.9%	---
Households	7,209	---	13,177	---	23,800	---
5 Year Projected HHs	7,792	---	14,107	---	25,056	---
HH Growth (%)	8.1%	---	7.1%	---	5.3%	---
Census Stats						
2000 Population	18,614	---	32,710	---	64,971	---
2010 Population	19,352	---	41,576	---	73,944	---
Pop Growth (%)	4.0%	---	27.1%	---	13.8%	---
2000 Households	6,436	---	10,538	---	20,797	---
2010 Households	7,055	---	12,922	---	23,582	---
HH Growth (%)	9.6%	---	22.6%	---	13.4%	---
Total Population by Age						
Average Age	41.1		36.7		38.2	
19 yrs & under	4,061	20.6%	10,758	25.5%	17,694	23.8%
20 to 24 yrs	1,647	8.3%	4,798	11.4%	7,711	10.4%
25 to 34 yrs	2,906	14.7%	6,206	14.7%	10,727	14.4%
35 to 44 yrs	2,733	13.8%	5,802	13.7%	10,311	13.8%
45 to 54 yrs	2,258	11.4%	4,532	10.7%	8,609	11.6%
55 to 64 yrs	2,415	12.2%	4,346	10.3%	8,242	11.1%
65 to 74 yrs	2,225	11.3%	3,559	8.4%	6,728	9.0%
75 to 84 yrs	1,089	5.5%	1,645	3.9%	3,237	4.3%
85 + yrs	403	2.0%	570	1.4%	1,202	1.6%
Population Bases						
20-34 yrs	4,553	23.1%	11,003	26.1%	18,437	24.8%
45-64 yrs	4,673	23.7%	8,878	21.0%	16,851	22.6%
16 yrs +	16,146	81.8%	33,688	79.8%	59,837	80.4%
25 yrs +	14,030	71.1%	26,661	63.2%	49,057	65.9%
65 yrs +	3,717	18.8%	5,774	13.7%	11,167	15.0%
75 yrs +	1,493	7.6%	2,215	5.2%	4,439	6.0%
85 yrs +	403	2.0%	570	1.4%	1,202	1.6%



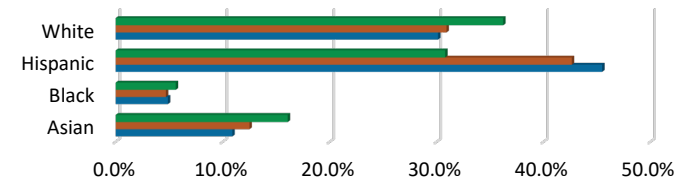
Consumer Demographic Profile

Site: Site 1 - Beach Road & Del Monte Blvd

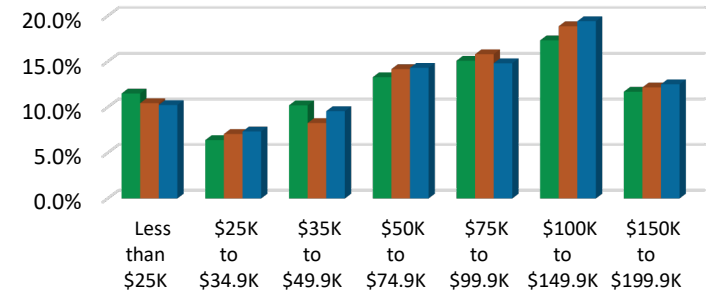
Date Report Created: 1/15/2025

	5 Min Drive		10 Min Drive		15 Min Drive	
	#	%	#	%	#	%
Population by Race						
White	7,151	36.2%	13,055	30.9%	22,440	30.1%
Hispanic	6,079	30.8%	18,003	42.6%	33,871	45.5%
Black	1,109	5.6%	1,982	4.7%	3,636	4.9%
Asian	3,174	16.1%	5,280	12.5%	8,122	10.9%
Ancestry						
American Indian (ancestry)	65	0.3%	108	0.3%	233	0.3%
Hawaiin (ancestry)	421	2.1%	585	1.4%	1,043	1.4%
Household Income						
Per Capita Income	\$41,877	---	\$35,564	---	\$36,105	---
Average HH Income	\$114,650	---	\$113,935	---	\$112,960	---
Median HH Income	\$88,597	---	\$90,656	---	\$89,034	---
Less than \$25K	829	11.5%	1,377	10.4%	2,438	10.2%
\$25K to \$34.9K	462	6.4%	932	7.1%	1,748	7.3%
\$35K to \$49.9K	736	10.2%	1,090	8.3%	2,278	9.6%
\$50K to \$74.9K	958	13.3%	1,868	14.2%	3,409	14.3%
\$75K to \$99.9K	1,088	15.1%	2,083	15.8%	3,527	14.8%
\$100K to \$149.9K	1,250	17.3%	2,488	18.9%	4,623	19.4%
\$150K to \$199.9K	844	11.7%	1,604	12.2%	2,979	12.5%
\$200K +	1,042	14.5%	1,735	13.2%	2,797	11.8%
Education						
Less than 9th Grade	807	5.8%	2,924	11.0%	5,823	11.9%
Some HS, No Diploma	980	7.0%	1,702	6.4%	3,349	6.8%
HS Grad (or Equivalent)	2,753	19.6%	4,872	18.3%	9,939	20.3%
Some College, No Degree	3,219	22.9%	5,910	22.2%	10,478	21.4%
Associate Degree	1,532	10.9%	2,611	9.8%	5,156	10.5%
Bachelor Degree	2,775	19.8%	5,048	18.9%	8,586	17.5%
Graduates Degree	1,494	10.6%	2,768	10.4%	4,301	8.8%

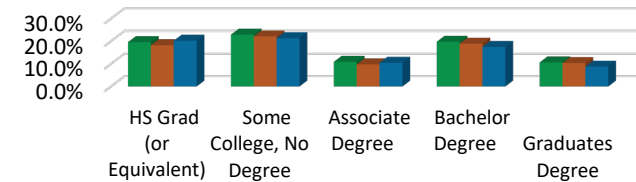
Ethnic Breakdown



Household Income Levels - %



Education



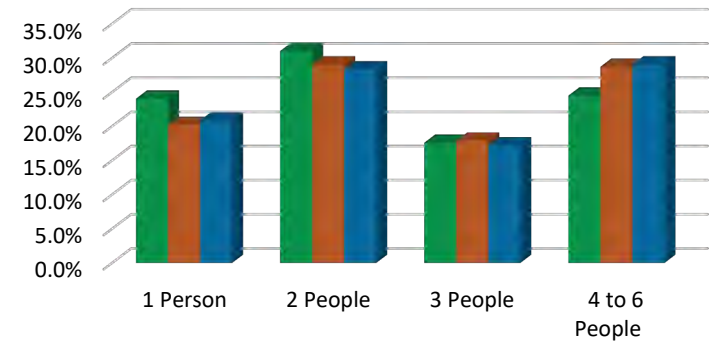
Consumer Demographic Profile

Site: Site 1 - Beach Road & Del Monte Blvd

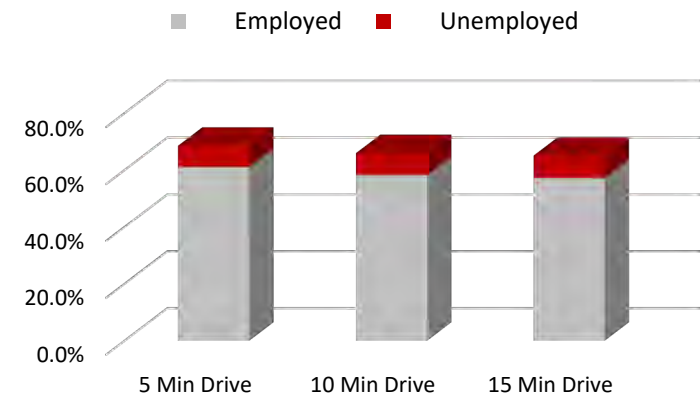
Date Report Created: 1/15/2025

	5 Min Drive		10 Min Drive		15 Min Drive	
	#	%	#	%	#	%
Family Structure	4,725		9,085		16,451	
Single - Male	284	6.0%	404	4.4%	780	4.7%
Single - Female	470	10.0%	685	7.5%	1,601	9.7%
Single Parent - Male	89	1.9%	285	3.1%	646	3.9%
Single Parent - Female	482	10.2%	1,118	12.3%	1,794	10.9%
Married w/ Children	1,277	27.0%	2,890	31.8%	5,148	31.3%
Married w/out Children	2,122	44.9%	3,704	40.8%	6,481	39.4%
Household Size						
1 Person	1,735	24.1%	2,662	20.2%	4,970	20.9%
2 People	2,238	31.0%	3,831	29.1%	6,746	28.3%
3 People	1,269	17.6%	2,359	17.9%	4,098	17.2%
4 to 6 People	1,767	24.5%	3,787	28.7%	6,920	29.1%
7+ People	200	2.8%	540	4.1%	1,067	4.5%
Home Ownership	7,209		13,177		23,800	
Owners	3,121	43.3%	5,003	38.0%	10,043	42.2%
Renters	4,088	56.7%	8,174	62.0%	13,757	57.8%
Components of Change						
Births	212	1.1%	466	1.1%	798	1.1%
Deaths	147	0.7%	234	0.6%	460	0.6%
Migration	180	0.9%	92	0.2%	29	0.0%
Employment (Pop 16+)	16,146		33,688		59,837	
Armed Services	120	0.7%	684	2.0%	1,043	1.7%
Civilian	11,066	68.5%	22,216	65.9%	38,949	65.1%
Employed	9,868	61.1%	19,625	58.3%	34,265	57.3%
Unemployed	1,198	7.4%	2,591	7.7%	4,684	7.8%
Not in Labor Force	5,080	31.5%	11,472	34.1%	20,888	34.9%
Employed Population	9,868		19,625		34,265	
White Collar	6,174	62.6%	11,874	60.5%	19,289	56.3%
Blue Collar	3,694	37.4%	7,751	39.5%	14,977	43.7%

Household Size



Civilian Employment

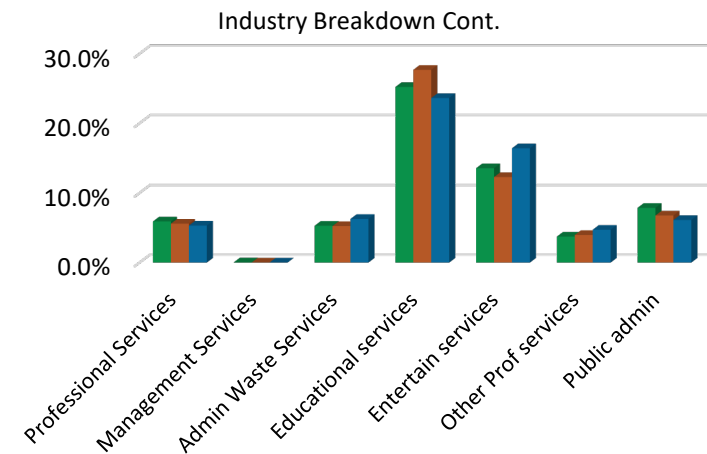
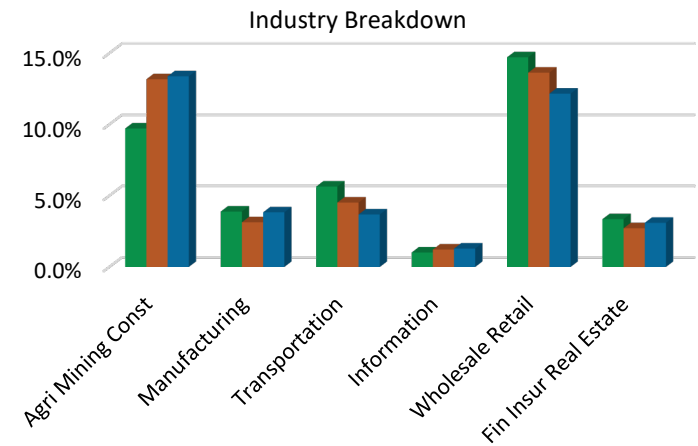


Consumer Demographic Profile

Site: Site 1 - Beach Road & Del Monte Blvd

Date Report Created: 1/15/2025

	5 Min Drive		10 Min Drive		15 Min Drive	
	#	%	#	%	#	%
Employment By Occupation	9,868		19,625		34,265	
White Collar	6,174	62.6%	11,874	60.5%	19,289	56.3%
Managerial executive	1,062	10.8%	2,185	11.1%	4,043	11.8%
Prof specialty	2,698	27.3%	4,960	25.3%	7,414	21.6%
Healthcare support	258	2.6%	816	4.2%	1,501	4.4%
Sales	1,121	11.4%	1,849	9.4%	2,971	8.7%
Office Admin	1,035	10.5%	2,065	10.5%	3,360	9.8%
Blue Collar	3,694	37.4%	7,751	39.5%	14,977	43.7%
Protective	306	3.1%	390	2.0%	685	2.0%
Food Prep Serving	749	7.6%	1,395	7.1%	3,203	9.3%
Bldg Maint/Cleaning	583	5.9%	907	4.6%	2,480	7.2%
Personal Care	349	3.5%	762	3.9%	1,312	3.8%
Farming/Fishing/Forestry	88	0.9%	775	3.9%	1,094	3.2%
Construction	984	10.0%	1,699	8.7%	3,198	9.3%
Production Transp	636	6.4%	1,824	9.3%	3,005	8.8%
Employment By Industry	9,868		19,625		34,265	
Agri Mining Const	959	9.7%	2,586	13.2%	4,586	13.4%
Manufacturing	384	3.9%	616	3.1%	1,314	3.8%
Transportation	557	5.6%	888	4.5%	1,263	3.7%
Information	100	1.0%	240	1.2%	443	1.3%
Wholesale Retail	1,452	14.7%	2,677	13.6%	4,169	12.2%
Fin Insur Real Estate	331	3.4%	534	2.7%	1,063	3.1%
Professional Services	585	5.9%	1,098	5.6%	1,823	5.3%
Management Services	4	0.0%	4	0.0%	8	0.0%
Admin Waste Services	522	5.3%	1,031	5.3%	2,150	6.3%
Educational services	2,489	25.2%	5,434	27.7%	8,099	23.6%
Entertain services	1,338	13.6%	2,411	12.3%	5,629	16.4%
Other Prof services	369	3.7%	778	4.0%	1,620	4.7%
Public admin	777	7.9%	1,329	6.8%	2,099	6.1%



Employment Profile

Site: Site 1 - Beach Road & Del Monte Blvd

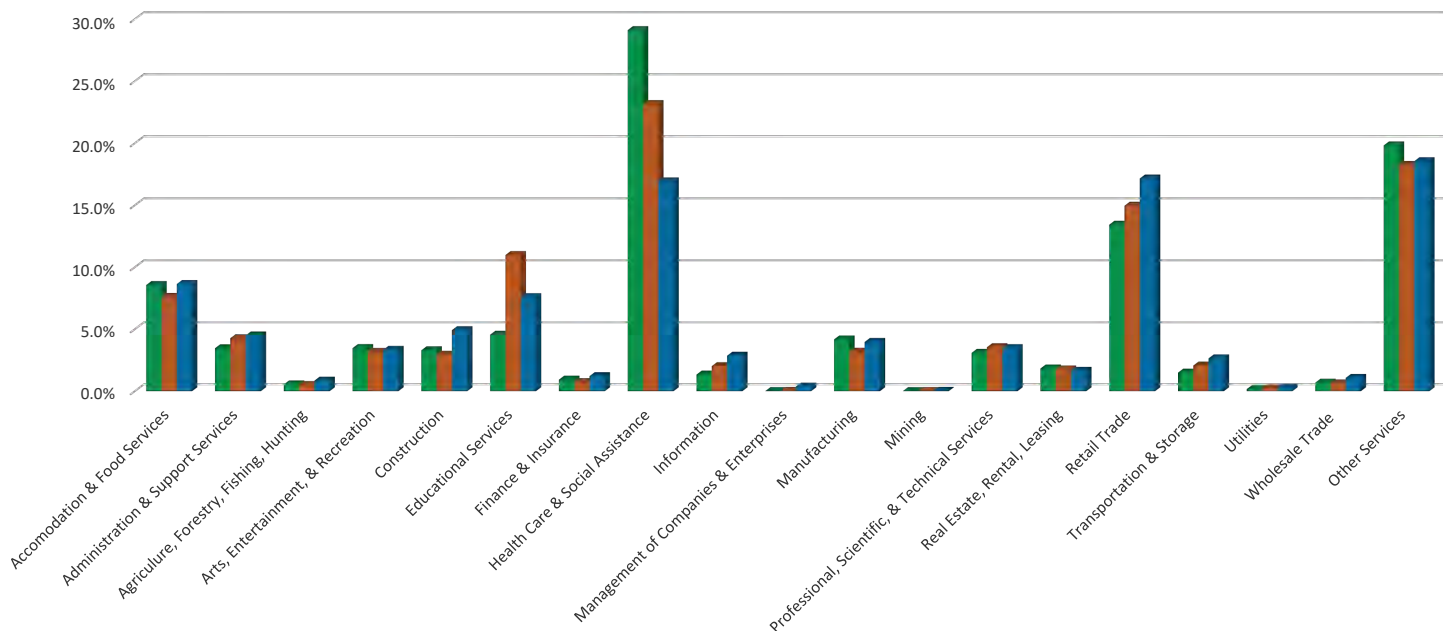
Date Report Created: 1/15/2025

EXHIBIT A

	5 Min Drive		10 Min Drive		15 Min Drive	
Daytime Population	17,598		40,667		72,491	
Student Population	3,128		11,856		17,523	
Median Employee Salary	55,624		55,542		54,230	
Average Employee Salary	65,290		65,372		63,229	
Wages	#		#		#	
Salary/Wage per Employee per Annum						
Under \$15,000 CrYr	185	2.7%	349	3.2%	823	3.5%
15,000 to 30,000 CrYr	66	1.0%	113	1.1%	228	1.0%
30,000 to 45,000 CrYr	2,064	30.2%	3,285	30.5%	7,294	31.4%
45,000 to 60,000 CrYr	1,559	22.8%	2,388	22.2%	5,399	23.2%
60,000 to 75,000 CrYr	841	12.3%	1,364	12.7%	2,967	12.8%
75,000 to 90,000 CrYr	768	11.2%	1,194	11.1%	2,507	10.8%
90,000 to 100,000 CrYr	143	2.1%	241	2.2%	587	2.5%
Over 100,000 CrYr	1,205	17.6%	1,832	17.0%	3,446	14.8%

Industry Groups

Employees by Industry



	Establishments		Employee's		Establishments		Employee's		Establishments		Employee's	
	#	%	#	%	#	%	#	%	#	%	#	%
Total	633	100%	6,831	100%	897	100%	10,767	100%	2,010	100%	23,250	100%
Accommodation & Food Services	55	8.7%	585	8.6%	74	8.2%	819	7.6%	162	8.1%	2,010	8.6%
Administration & Support Services	21	3.3%	237	3.5%	27	3.0%	460	4.3%	79	3.9%	1,045	4.5%
Agriculture, Forestry, Fishing, Hunting	2	0.3%	37	0.5%	5	0.5%	53	0.5%	14	0.7%	197	0.8%
Arts, Entertainment, & Recreation	24	3.7%	237	3.5%	31	3.5%	342	3.2%	59	3.0%	774	3.3%
Construction	38	6.1%	225	3.3%	55	6.1%	316	2.9%	168	8.4%	1,144	4.9%
Educational Services	14	2.2%	311	4.6%	25	2.7%	1,183	11.0%	48	2.4%	1,764	7.6%
Finance & Insurance	24	3.8%	64	0.9%	28	3.1%	79	0.7%	75	3.7%	282	1.2%
Health Care & Social Assistance	125	19.8%	1,989	29.1%	177	19.7%	2,493	23.2%	306	15.2%	3,934	16.9%
Information	7	1.2%	92	1.3%	15	1.7%	218	2.0%	42	2.1%	665	2.9%
Management of Companies & Enterprises	0	0.0%	0	0.0%	0	0.0%	2	0.0%	2	0.1%	85	0.4%
Manufacturing	23	3.6%	285	4.2%	28	3.1%	342	3.2%	76	3.8%	923	4.0%
Mining	0	0.0%	0	0.0%	0	0.0%	1	0.0%	0	0.0%	7	0.0%
Professional, Scientific, & Technical Services	31	4.9%	211	3.1%	54	6.0%	382	3.5%	131	6.5%	807	3.5%
Real Estate, Rental, Leasing	44	6.9%	125	1.8%	60	6.7%	188	1.7%	96	4.8%	381	1.6%
Retail Trade	87	13.8%	918	13.4%	125	13.9%	1,611	15.0%	304	15.1%	3,990	17.2%
Transportation & Storage	14	2.3%	102	1.5%	20	2.2%	222	2.1%	48	2.4%	615	2.6%
Utilities	1	0.1%	11	0.2%	2	0.2%	24	0.2%	3	0.1%	64	0.3%
Wholesale Trade	12	1.9%	47	0.7%	15	1.7%	67	0.6%	44	2.2%	249	1.1%
Other Services	111	17.5%	1,354	19.8%	156	17.4%	1,965	18.3%	353	17.6%	4,313	18.6%

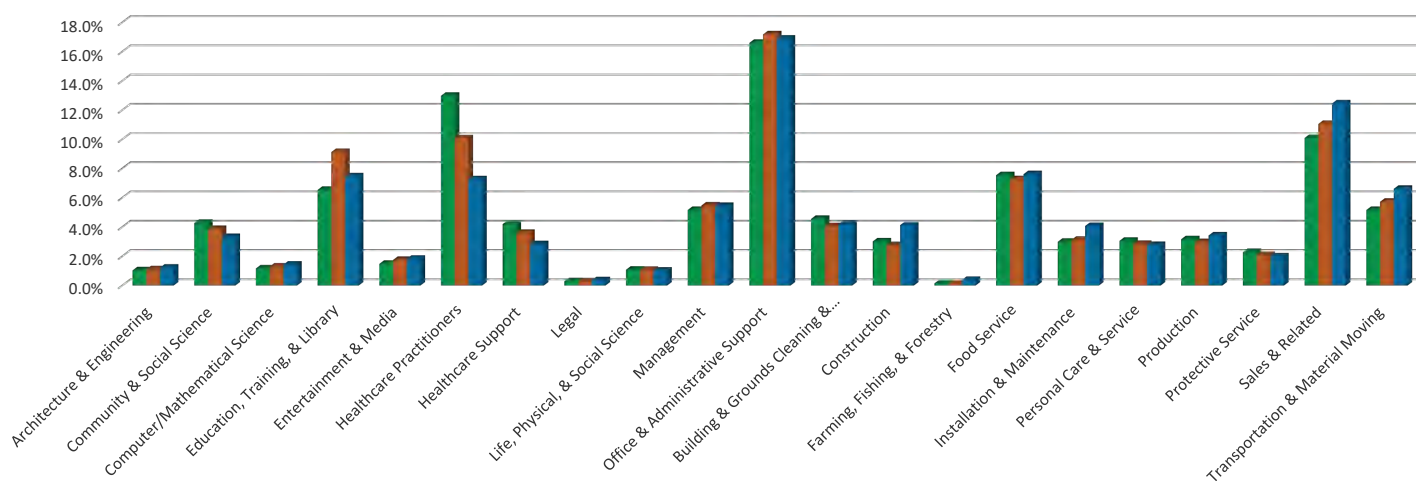
Employment Profile

Site: Site 1 - Beach Road & Del Monte Blvd

Date Report Created: 1/15/2025

	5 Min Drive		10 Min Drive		15 Min Drive	
Occupations	# of Employee's		# of Employee's		# of Employee's	
White Collar	3,926	57.5%	6,195	57.5%	12,069	51.9%
Architecture & Engineering	71	1.0%	119	1.1%	284	1.2%
Community & Social Science	292	4.3%	416	3.9%	770	3.3%
Computer/Mathematical Science	80	1.2%	139	1.3%	331	1.4%
Education, Training, & Library	446	6.5%	982	9.1%	1,733	7.5%
Entertainment & Media	101	1.5%	188	1.7%	424	1.8%
Healthcare Practitioners	886	13.0%	1,084	10.1%	1,688	7.3%
Healthcare Support	287	4.2%	387	3.6%	656	2.8%
Legal	20	0.3%	30	0.3%	84	0.4%
Life, Physical, & Social Science	74	1.1%	115	1.1%	235	1.0%
Management	353	5.2%	589	5.5%	1,264	5.4%
Office & Administrative Support	1,134	16.6%	1,849	17.2%	3,926	16.9%
Blue Collar	2,868	42.0%	4,521	42.0%	11,073	47.6%
Building & Grounds Cleaning & Maintenance	311	4.6%	437	4.1%	979	4.2%
Construction	206	3.0%	297	2.8%	959	4.1%
Farming, Fishing, & Forestry	10	0.1%	13	0.1%	88	0.4%
Food Service	515	7.5%	782	7.3%	1,769	7.6%
Installation & Maintenance	204	3.0%	336	3.1%	947	4.1%
Personal Care & Service	209	3.1%	305	2.8%	644	2.8%
Production	216	3.2%	319	3.0%	795	3.4%
Protective Service	156	2.3%	226	2.1%	462	2.0%
Sales & Related	689	10.1%	1,189	11.0%	2,894	12.4%
Transportation & Material Moving	353	5.2%	616	5.7%	1,536	6.6%
Military Services	37	0.5%	51	0.5%	107	0.5%

Employees by Occupation



Employee Totals and History	#	#	#
Current	6,831	10,767	23,250
2024 Q1	6,586	10,366	22,252
2023 Q4	7,120	10,698	23,520
2023 Q3	6,948	10,864	23,334
2023 Q2	5,717	9,083	19,472
2023 Q1	6,529	10,346	22,214
2022 Q4	6,877	10,398	23,674
2022 Q3	6,815	10,737	23,946
2022 Q2	5,831	9,269	19,819

Consumer Demand & Market Supply Assessment

Site:

Site 1 - Beach Road & Del Monte Blvd

Date Report Created:

1/15/2025

EXHIBIT A

Demographics

Population
5-Year Population estimate
Population Households
Group Quarters Population
Households
5-Year Households estimate
WorkPlace Establishments
Workplace Employees
Median Household Income

19,738
21,306
19,503
235
7,209
7,792
633
6,831
\$88,597

42,216
44,846
39,453
2,763
13,177
14,107
897
10,767
\$90,656

74,462
78,078
71,608
2,853
23,800
25,056
2,010
23,250
\$89,034

By Establishments

Furniture Stores
Lawn/Garden Equipment/Supplies Stores
Jewelry/Luggage/Leather Goods
Used Merchandise Stores
Electronic Shopping/Mail Order Houses
Vending Machine Operators (Non-Store)
Other Motor Vehicle Dealers
Other Misc. Store Retailers
Shoe Stores
Book/Periodical/Music Stores
Home Furnishing Stores
Building Material/Supplies Dealers
Automotive Dealers
Office Supplies/Stationary/Gift
Electronics/Appliance
Clothing Stores
Bar/Drinking Places (Alcoholic Beverages)
Florists/Misc. Store Retailers
Beer/Wine/Liquor Stores
Grocery Stores
Other General Merchandise Stores
Automotive Parts/Accessories/Tire
Sporting Goods/Hobby/Musical Instrument
Health/Personal Care Stores
Direct Selling Establishments
Department Stores
Special Food Services
Full-Service Restaurants
Gasoline Stations
Limited-Service Eating Places
Specialty Food Stores

\$4,850,484
\$2,789,484
\$2,319,984
\$1,362,319
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Consumer Demand/Market Supply Index \$477,348,354 \$206,902,773 231 \$894,831,811 \$397,437,866 225 \$1,688,700,575 \$1,189,926,286 142



Consumer Demand & Market Supply Assessment

Site:

Site 1 - Beach Road & Del Monte Blvd

Date Report Created:

1/15/2025

EXHIBIT A

By Major Product Lines

	5 Min Drive				10 Min Drive				15 Min Drive			
	Consumer Demand	Market Supply	Opportunity Gap/Surplus		Consumer Demand	Market Supply	Opportunity Gap/Surplus		Consumer Demand	Market Supply	Opportunity Gap/Surplus	
Computer Hardware/Software/Supplies	\$9,654,511	\$500,748	(\$9,153,763)	-95%	\$16,807,524	\$4,854,869	(\$11,952,655)	-71%	\$37,185,352	\$10,845,902	(\$26,339,450)	-71%
Furniture/Sleep/Outdoor/Patio Furniture	\$14,338,820	\$1,018,206	(\$13,320,614)	-93%	\$27,031,599	\$4,940,790	(\$22,090,808)	-82%	\$50,523,126	\$19,349,679	(\$31,173,447)	-62%
Jewelry (including Watches)	\$3,943,788	\$443,040	(\$3,500,748)	-89%	\$7,449,348	\$1,763,305	(\$5,686,043)	-76%	\$13,913,954	\$5,483,359	(\$8,430,595)	-61%
All Other Merchandise	\$20,882,506	\$2,845,441	(\$18,037,065)	-86%	\$38,974,545	\$10,650,636	(\$28,323,909)	-73%	\$72,911,691	\$28,159,001	(\$44,752,690)	-61%
Audio Equipment/Musical Instruments	\$3,088,032	\$431,600	(\$2,656,432)	-86%	\$5,824,381	\$1,567,082	(\$4,257,299)	-73%	\$10,866,317	\$3,891,923	(\$6,974,394)	-64%
Books/Periodicals	\$1,791,331	\$279,535	(\$1,511,796)	-84%	\$3,404,818	\$1,077,593	(\$2,327,225)	-68%	\$6,336,214	\$2,979,651	(\$3,356,563)	-53%
Lawn/Garden/Farm Equipment/Supplies	\$7,754,550	\$1,490,172	(\$6,264,377)	-81%	\$14,448,310	\$5,339,485	(\$9,108,825)	-63%	\$27,130,445	\$17,586,440	(\$9,544,005)	-35%
Pets/Pet Foods/Pet Supplies	\$4,279,911	\$899,846	(\$3,380,066)	-79%	\$8,043,177	\$1,919,314	(\$6,123,863)	-76%	\$15,030,080	\$6,505,720	(\$8,524,359)	-57%
Kitchenware/Home Furnishings	\$6,245,243	\$1,318,846	(\$4,926,398)	-79%	\$11,777,848	\$3,957,033	(\$7,820,816)	-66%	\$22,002,567	\$10,606,164	(\$11,396,403)	-52%
Footwear, including Accessories	\$6,651,829	\$1,422,840	(\$5,228,989)	-79%	\$12,619,421	\$3,472,286	(\$9,147,135)	-72%	\$23,558,366	\$10,701,990	(\$12,856,376)	-55%
Small Electric Appliances	\$1,179,667	\$281,519	(\$898,147)	-76%	\$2,198,296	\$845,488	(\$1,352,808)	-62%	\$4,123,580	\$2,439,070	(\$1,684,510)	-41%
Major Household Appliances	\$1,772,964	\$447,696	(\$1,325,269)	-75%	\$3,298,631	\$739,772	(\$2,558,859)	-78%	\$6,195,464	\$2,735,457	(\$3,460,006)	-56%
Automotive Lubricants (incl Oil, Greases)	\$1,772,964	\$447,696	(\$1,325,269)	-75%	\$3,298,631	\$739,772	(\$2,558,859)	-78%	\$6,195,464	\$2,735,457	(\$3,460,006)	-56%
Floor/Floor Coverings	\$3,575,344	\$960,741	(\$2,614,604)	-73%	\$6,731,362	\$1,649,065	(\$5,082,297)	-76%	\$12,573,759	\$5,358,760	(\$7,214,999)	-57%
Photographic Equipment/Supplies	\$457,506	\$124,948	(\$332,557)	-73%	\$863,218	\$247,190	(\$616,028)	-71%	\$1,612,231	\$777,179	(\$835,051)	-52%
Televisions/VCR/Video Cameras/DVD etc	\$2,878,335	\$800,967	(\$2,077,368)	-72%	\$5,478,381	\$1,707,660	(\$3,770,721)	-69%	\$10,210,491	\$5,348,796	(\$4,861,694)	-48%
Drugs/Health Aids/Beauty Aids/Cosmetics	\$65,943,581	\$18,592,209	(\$47,351,372)	-72%	\$123,804,365	\$37,122,497	(\$86,681,868)	-70%	\$231,448,573	\$98,429,250	(\$133,019,323)	-57%
Retailer Services	\$14,294,061	\$4,212,572	(\$10,081,489)	-71%	\$26,711,038	\$8,702,491	(\$18,008,547)	-67%	\$50,092,766	\$39,870,461	(\$10,222,305)	-20%
Womens/Juniors/Misses Wear	\$16,248,771	\$4,914,718	(\$11,334,053)	-70%	\$30,517,999	\$12,602,359	(\$17,915,640)	-59%	\$56,966,672	\$31,083,310	(\$25,883,363)	-45%
Hardware/Tools/Plumbing/Electrical Supplies	\$7,410,091	\$2,384,123	(\$5,025,968)	-68%	\$13,993,683	\$4,851,486	(\$9,142,197)	-65%	\$26,085,033	\$17,604,140	(\$8,480,893)	-33%
Autos/Cars/Vans/Trucks/Motorcycles	\$71,843,914	\$23,249,790	(\$48,594,124)	-68%	\$136,377,922	\$41,227,758	(\$95,150,164)	-70%	\$254,207,100	\$285,598,999	\$31,391,898	12%
Curtains/Draperies/Slipcovers/Bed/Coverings	\$2,201,910	\$741,734	(\$1,460,176)	-66%	\$4,124,008	\$1,906,495	(\$2,217,513)	-54%	\$7,705,886	\$5,732,276	(\$1,973,609)	-26%
Dimensional Lumber/Other Building Materials	\$10,262,702	\$3,529,920	(\$6,732,782)	-66%	\$19,297,752	\$6,303,195	(\$12,994,557)	-67%	\$36,091,916	\$24,804,061	(\$11,287,856)	-31%
Paints/Sundries/Wallpaper/Wall Coverings	\$1,859,848	\$658,397	(\$1,201,450)	-65%	\$3,515,481	\$1,165,429	(\$2,350,052)	-67%	\$6,559,953	\$4,574,754	(\$1,985,199)	-30%
Mens Wear	\$6,323,719	\$2,254,870	(\$4,068,849)	-64%	\$12,009,996	\$5,628,109	(\$6,381,887)	-53%	\$22,357,221	\$14,628,106	(\$7,729,116)	-35%
Automotive Tires/Tubes/Batteries/Parts	\$15,019,615	\$5,490,044	(\$9,529,571)	-63%	\$28,325,501	\$17,866,355	(\$10,459,146)	-37%	\$52,917,245	\$40,128,485	(\$12,788,761)	-24%
Sporting Goods (incl Bicycles/Sports Vehicles)	\$4,798,286	\$2,064,367	(\$2,733,919)	-57%	\$9,109,878	\$4,674,851	(\$4,435,027)	-49%	\$17,005,747	\$10,918,070	(\$6,087,677)	-36%
Toys/Hobby Goods/Games	\$2,544,073	\$1,123,977	(\$1,420,095)	-56%	\$4,826,678	\$2,539,388	(\$2,287,290)	-47%	\$9,000,450	\$6,903,845	(\$2,096,605)	-23%
Packaged Liquor/Wine/Beer	\$8,658,492	\$3,939,291	(\$4,719,200)	-55%	\$16,268,566	\$6,680,857	(\$9,587,709)	-59%	\$30,424,046	\$15,955,154	(\$14,468,892)	-48%
Groceries/Other Food Items (Off Premises)	\$69,966,074	\$38,015,837	(\$31,950,236)	-46%	\$131,104,244	\$54,686,444	(\$76,417,800)	-58%	\$245,327,801	\$168,118,578	(\$77,209,223)	-31%
Childrens Wear/Infants/Toddlers Clothing	\$2,390,475	\$1,306,189	(\$1,084,285)	-45%	\$4,617,376	\$2,696,821	(\$1,920,555)	-42%	\$8,581,207	\$7,836,631	(\$744,576)	-9%
Cigars/Cigarettes/Tobacco/Accessories	\$5,466,413	\$3,225,929	(\$2,240,484)	-41%	\$10,267,057	\$5,746,718	(\$4,520,339)	-44%	\$19,148,132	\$13,225,760	(\$5,922,372)	-31%
Sewing/Knitting Materials/Supplies	\$255,093	\$160,527	(\$94,566)	-37%	\$464,390	\$224,592	(\$239,798)	-52%	\$871,956	\$568,392	(\$303,564)	-35%
Soaps/Detergents/Household Cleaners	\$2,062,693	\$1,369,487	(\$693,206)	-34%	\$3,854,450	\$1,909,327	(\$1,945,123)	-50%	\$7,221,718	\$6,978,873	(\$242,845)	-3%
Alcoholic Drinks Served at the Establishment	\$7,533,621	\$5,318,904	(\$2,214,717)	-29%	\$13,230,538	\$6,055,410	(\$7,175,128)	-54%	\$28,665,864	\$17,235,982	(\$11,429,882)	-40%
Paper/Related Products	\$1,811,042	\$1,321,986	(\$489,056)	-27%	\$3,384,886	\$1,717,948	(\$1,666,938)	-49%	\$6,325,759	\$6,393,894	\$68,135	1%
Optical Goods (incl Eyeglasses, Sunglasses)	\$983,836	\$903,182	(\$80,654)	-8%	\$1,835,123	\$1,089,126	(\$745,997)	-41%	\$3,435,471	\$3,258,528	(\$176,943)	-5%
Meats/Nonalcoholic Beverages	\$37,491,529	\$35,305,523	(\$2,186,006)	-6%	\$69,033,125	\$51,220,235	(\$17,812,889)	-26%	\$135,994,961	\$119,621,159	(\$16,373,802)	-12%
Automotive Fuels	\$31,811,641	\$31,759,360	(\$52,281)	0%	\$60,069,412	\$72,765,613	\$12,696,201	21%	\$112,227,726	\$111,563,560	(\$664,166)	-1%
Household Fuels (incl Oil, LP gas, Wood, Coal)	\$899,668	\$1,350,381	\$450,712	50%	\$1,676,659	\$2,226,919	\$550,260	33%	\$3,138,372	\$3,358,742	\$220,369	7%





Data for this report is provided via the Market Outlook database from Synergos Technologies, Inc (STI).

Market Outlook is based on the following -

- the Consumer Expenditure Survey (CE), a program of the Bureau of Labor Statistics (BLS);
- the U.S. Census Bureau’s monthly and annual Retail Trade (CRT) reports;
- the Census Bureau’s Economic Census; with supporting demographic data from STI: PopStats data and STI: WorkPlace.

Market Outlook data covers 31 leading retail segments and 40 major product and service lines.

The difference between demand and supply represents the opportunity gap or surplus available for each retail outlet cited on the Market Outlook report for the specified trade area or reporting geography. When the demand is greater than (or less than) the supply, there is an opportunity gap (or surplus) for that retail outlet. In other words, a negative value signifies an opportunity gap where the Consumer Demand is higher than the Market Supply, while a positive value signifies a surplus.

Consumer Demand/Market Supply Index:

- n = 100 (Equilibrium)
- n > 100 suggests demand is not being fully met within the market, consumers are leaving the area to shop
- n < 100 suggests supply exceeds demand, attracting consumers from outside the defined area

Household Segmentation Profile

Site: Site 1 - Beach Road & Del Monte Blvd

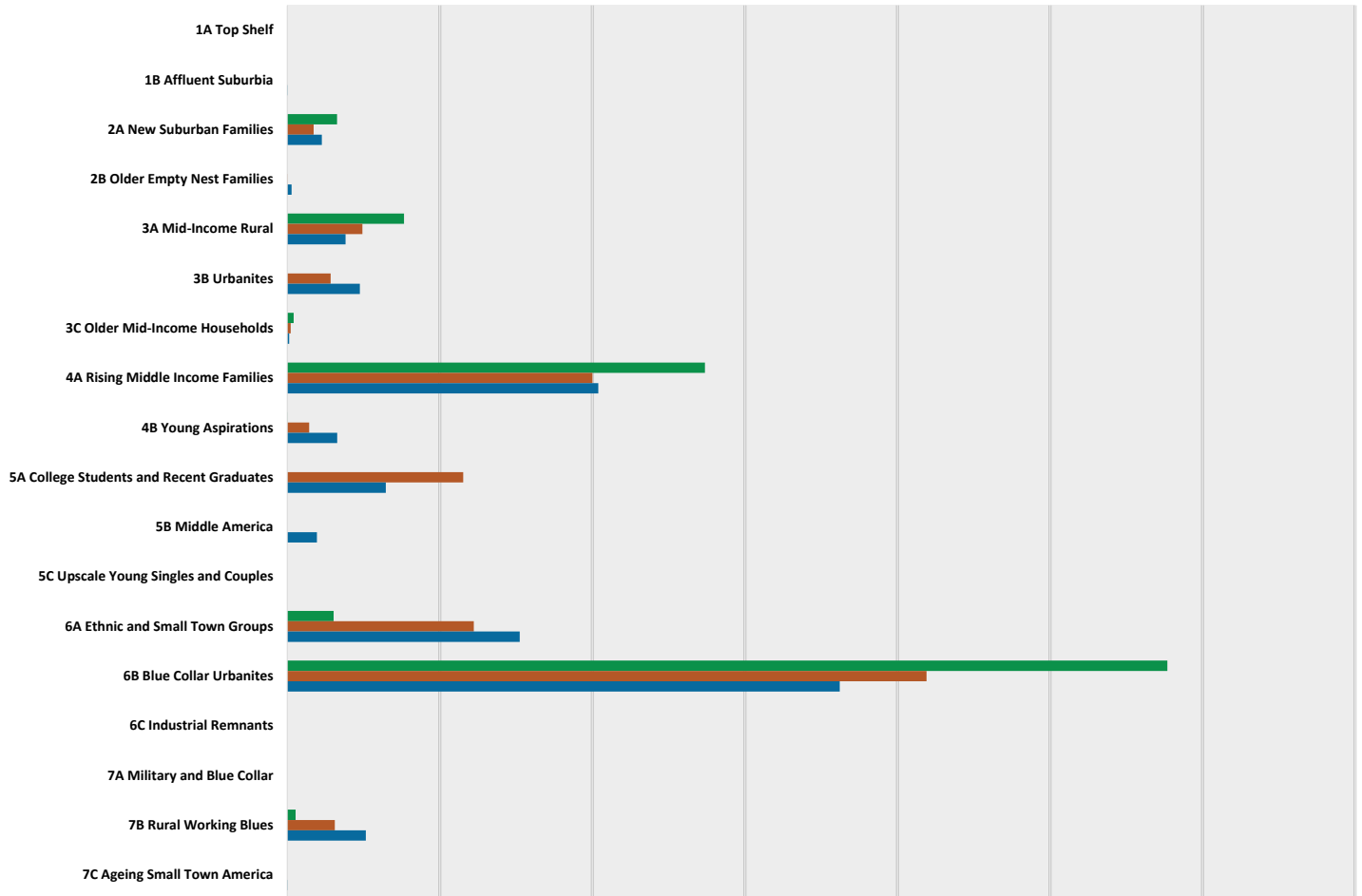


Date: 1/15/2025



Household Lifestage Group Comparison

0.0% 10.0% 20.0% 30.0% 40.0% 50.0% 60.0% 70.0%



Rank *	Cluster	Lifestage Group	Households	%	Households	%	Households	%
1	28 Coastal Diversity	6B Blue Collar Urbanites	4,084	57.7%	5,608	41.9%	8,647	36.2%
2	11 West Coast Affluence	4A Rising Middle Income Families	1,682	23.8%	1,706	12.7%	3,141	13.2%
3	13 Cowboy Country	3A Mid-Income Rural	542	7.6%	660	4.9%	911	3.8%
4	21 New Suburban Style	2A New Suburban Families	191	2.7%	191	1.4%	448	1.9%
5	10 Emerging Leaders	4A Rising Middle Income Families	176	2.5%	893	6.7%	1,612	6.8%
6	59 Hardworking Latino Families	6A Ethnic and Small Town Groups	149	2.1%	164	1.2%	389	1.6%
7	07 Upscale Diversity	4A Rising Middle Income Families	80	1.1%	80	0.6%	112	0.5%
8	31 Latino Workforce	6A Ethnic and Small Town Groups	66	0.9%	1,380	10.3%	3,121	13.1%
9	42 Rising Fortunes	2A New Suburban Families	40	0.6%	41	0.3%	41	0.2%
10	24 Remote Latino Neighborhoods	7B Rural Working Blues	39	0.5%	407	3.0%	1,136	4.8%

* Rank is based on Trade Area 1 cluster size

Uses the AGS Panorama Segmentation system. More information is available by clicking on the respective cluster. Cluster names have been modified from the originals.

Household Segmentation Profile

Date: 1/15/2025

TOTAL HOUSEHOLDS		7,080	100%	13,382	100%	23,872	100%
Segment Group	Cluster Name	5 Min Drive		10 Min Drive		15 Min Drive	
1A Top Shelf		0	0.0%	0	0.0%	0	0.0%
	01 One Percenters	0	0.0%	0	0.0%	0	0.0%
	02 Peak Performers	0	0.0%	0	0.0%	0	0.0%
	03 Second City Achievers	0	0.0%	0	0.0%	0	0.0%
1B Affluent Suburbia		0	0.0%	0	0.0%	7	0.0%
	04 Young Success	0	0.0%	0	0.0%	0	0.0%
	05 Affluent Parents	0	0.0%	0	0.0%	0	0.0%
	06 Best of Both Worlds	0	0.0%	0	0.0%	7	0.0%
	09 Successful Urban Commuters	0	0.0%	0	0.0%	0	0.0%
2A New Suburban Families		231	3.3%	232	1.7%	541	2.3%
	17 New American Dreams	0	0.0%	0	0.0%	0	0.0%
	21 New Suburban Style	191	2.7%	191	1.4%	448	1.9%
	34 Midwestern Comforts	0	0.0%	0	0.0%	53	0.2%
	42 Rising Fortunes	40	0.6%	41	0.3%	41	0.2%
2B Older Empty Nest Families		0	0.0%	3	0.0%	68	0.3%
	12 Mainstream Established Suburb	0	0.0%	3	0.0%	18	0.1%
	15 Comfortable Retirement	0	0.0%	0	0.0%	35	0.1%
	18 Small Town Middle Managers	0	0.0%	0	0.0%	0	0.0%
	33 Noreasters	0	0.0%	0	0.0%	10	0.0%
	41 All-American	0	0.0%	0	0.0%	5	0.0%
3A Mid-Income Rural		542	7.6%	660	4.9%	911	3.8%
	13 Cowboy Country	542	7.6%	660	4.9%	911	3.8%
	16 Spacious Suburbs	0	0.0%	0	0.0%	0	0.0%
	20 Strong Individualists	0	0.0%	0	0.0%	0	0.0%
	51 Low Cost Rural	0	0.0%	0	0.0%	0	0.0%
3B Urbanites		0	0.0%	381	2.8%	1,136	4.8%
	38 Middle America	0	0.0%	0	0.0%	0	0.0%
	44 Pacific Second City	0	0.0%	49	0.4%	597	2.5%
	45 Northern Perseverance	0	0.0%	0	0.0%	0	0.0%
	58 Urban Crowd	0	0.0%	332	2.5%	539	2.3%
3C Older Mid-Income Households		30	0.4%	30	0.2%	30	0.1%
	46 Individual Singles	0	0.0%	0	0.0%	0	0.0%
	49 Retirement	30	0.4%	30	0.2%	30	0.1%
4A Rising Middle Income Families		1,938	27.4%	2,678	20.0%	4,869	20.4%
	07 Upscale Diversity	80	1.1%	80	0.6%	112	0.5%
	08 Living the Dream	0	0.0%	0	0.0%	4	0.0%
	10 Emerging Leaders	176	2.5%	893	6.7%	1,612	6.8%
	11 West Coast Affluence	1,682	23.8%	1,706	12.7%	3,141	13.2%
4B Young Aspirations		0	0.0%	192	1.4%	781	3.3%
	14 American Playgrounds	0	0.0%	0	0.0%	29	0.1%
	19 Outer Suburban Affluence	0	0.0%	0	0.0%	0	0.0%
	22 Up and Coming Suburban Diver:	0	0.0%	0	0.0%	25	0.1%
	35 Generational Dreams	0	0.0%	192	1.4%	665	2.8%
	40 Beltway Commuters	0	0.0%	0	0.0%	61	0.3%

Uses the AGS Panorama Segmentation system. More information is available by clicking on the respective cluster. Cluster names have been modified from originals.



Household Segmentation Profile

Date: 1/15/2025

TOTAL HOUSEHOLDS		7,080	100%	13,382	100%	23,872	100%
Segment Group	Cluster Name	5 Min Drive		10 Min Drive		15 Min Drive	
5A College Students and Recent Graduates		0	0.0%	1,543	11.5%	1,543	6.5%
	57 College Towns	0	0.0%	17	0.1%	17	0.1%
	67 Starting Out	0	0.0%	1,526	11.4%	1,526	6.4%
5B Middle America		0	0.0%	0	0.0%	463	1.9%
	26 High Density Diversity	0	0.0%	0	0.0%	305	1.3%
	36 Olde New England	0	0.0%	0	0.0%	20	0.1%
	39 Second City Beginnings	0	0.0%	0	0.0%	1	0.0%
	43 Classic Interstate Suburbia	0	0.0%	0	0.0%	137	0.6%
5C Upscale Young Singles and Couples		0	0.0%	0	0.0%	0	0.0%
	25 Tech-Savvy Group	0	0.0%	0	0.0%	0	0.0%
	27 Young Coastal Technocrats	0	0.0%	0	0.0%	0	0.0%
6A Ethnic and Small Town Groups		215	3.0%	1,637	12.2%	3,637	15.2%
	31 Latino Workforce	66	0.9%	1,380	10.3%	3,121	13.1%
	59 Hardworking Latino Families	149	2.1%	164	1.2%	389	1.6%
	60 Immigrant	0	0.0%	52	0.4%	52	0.2%
	64 Southern Cities	0	0.0%	0	0.0%	9	0.0%
	65 Small Towns	0	0.0%	41	0.3%	66	0.3%
6B Blue Collar Urbanites		4,084	57.7%	5,608	41.9%	8,647	36.2%
	28 Coastal Diversity	4,084	57.7%	5,608	41.9%	8,647	36.2%
	30 True Grit	0	0.0%	0	0.0%	0	0.0%
	32 Apartment Dwellers	0	0.0%	0	0.0%	0	0.0%
6C Industrial Remnants		0	0.0%	0	0.0%	0	0.0%
	63 Southern Small Towns	0	0.0%	0	0.0%	0	0.0%
	66 Metropolitan Blue Collar	0	0.0%	0	0.0%	0	0.0%
	68 Rust Belt	0	0.0%	0	0.0%	0	0.0%
7A Military and Blue Collar		0	0.0%	0	0.0%	0	0.0%
	61 Communal Living	0	0.0%	0	0.0%	0	0.0%
	62 Blue Collar Diversity	0	0.0%	0	0.0%	0	0.0%
7B Rural Working Blues		39	0.6%	417	3.1%	1,231	5.2%
	24 Remote Latino Neighborhoods	39	0.5%	407	3.0%	1,136	4.8%
	29 Metropolitan	0	0.0%	0	0.0%	0	0.0%
	47 Simply Southern	0	0.0%	0	0.0%	0	0.0%
	48 Tex-Mex	0	0.0%	10	0.1%	95	0.4%
	53 Classic Southerners	0	0.0%	0	0.0%	0	0.0%
	56 Blue Collar	0	0.0%	0	0.0%	0	0.0%
7C Ageing Small Town America		0	0.0%	0	0.0%	7	0.0%
	23 Long-Lasting Heartland	0	0.0%	0	0.0%	0	0.0%
	37 Industrial Town	0	0.0%	0	0.0%	0	0.0%
	50 Small Town	0	0.0%	0	0.0%	0	0.0%
	52 Great Open Country	0	0.0%	0	0.0%	0	0.0%
	54 Agricultural Areas	0	0.0%	0	0.0%	7	0.0%
	55 Mining Areas	0	0.0%	0	0.0%	0	0.0%

Uses the AGS Panorama Segmentation system. More information is available by clicking on the respective cluster. Cluster names have been modified from originals.





CITY OF Marina, CA

INSIGHT

MARKET ANALYTICS

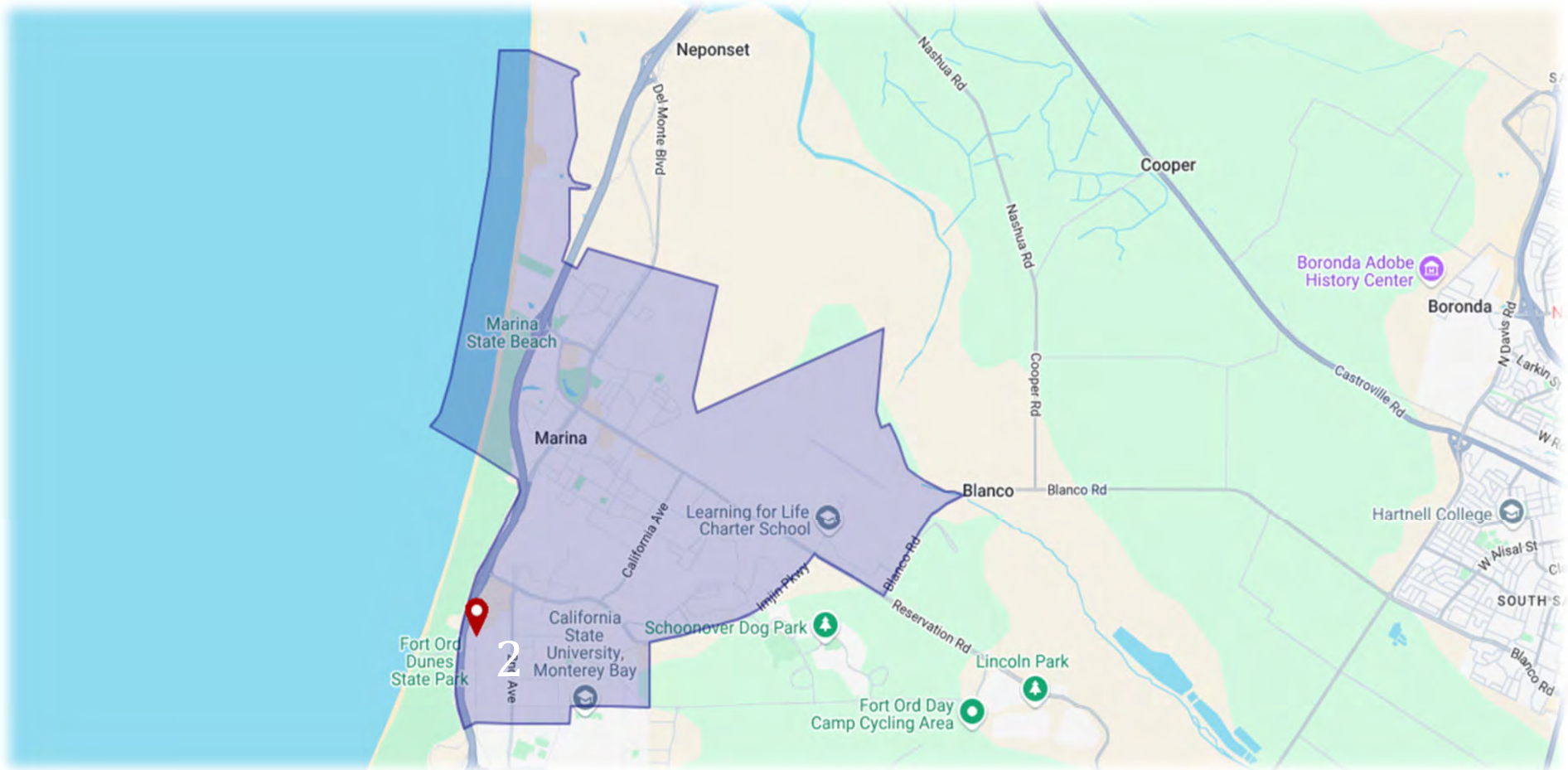
HdL  ECONsolutions

Submitted by:

ECONsolutions by HdL
120 S. State College Blvd., Suite 200
Brea, CA 92821
www.hdlcompanies.com

Contact:

Barry Foster
714-879-5000
bfoster@hdlcompanies.com



Population
Households
Average HH Income
White Collar (Residents)
Some College or Degree

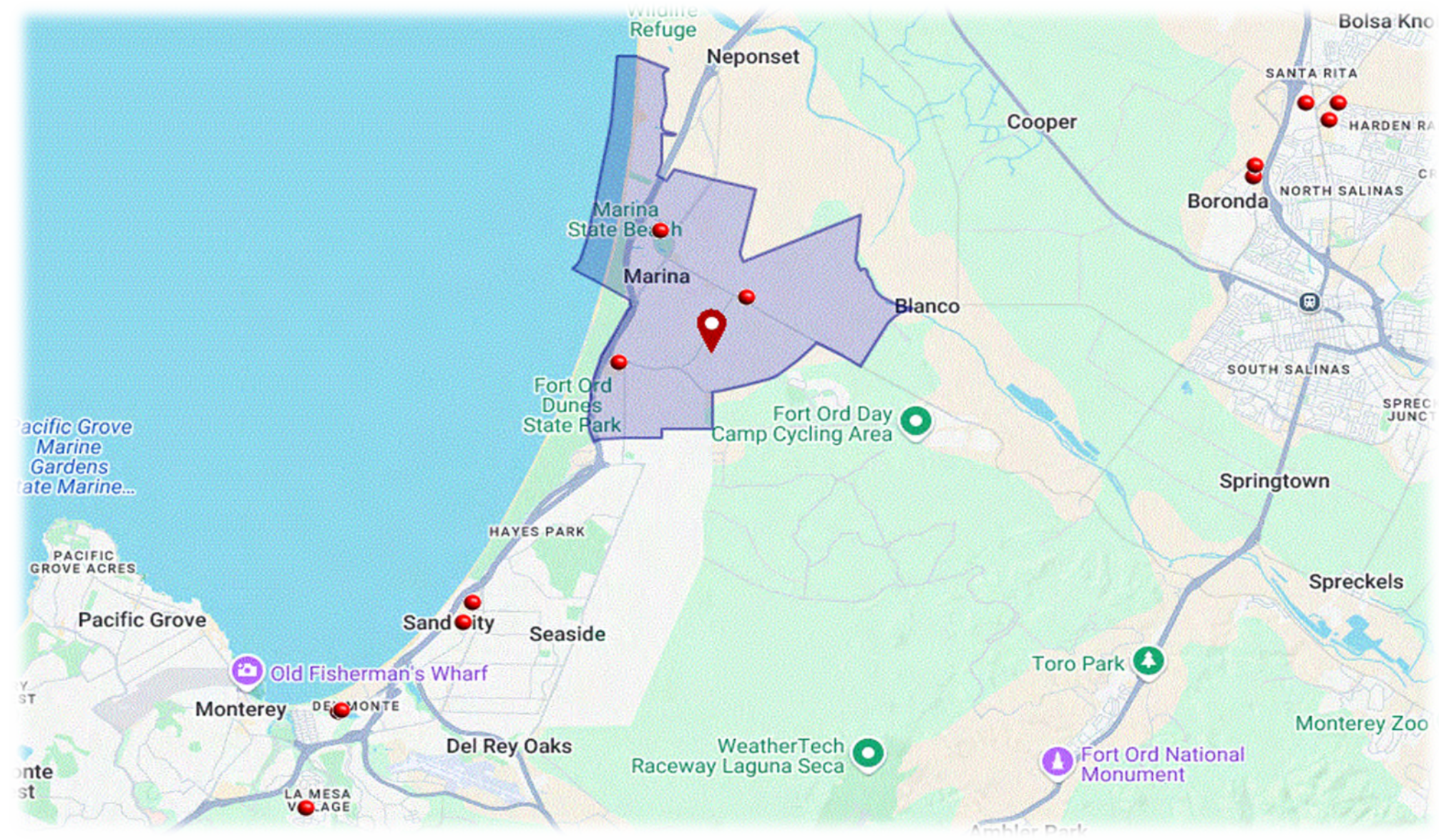
City of Marina

22,804
7,787
\$113,854
63%
37%

Major Retail Areas

2 10th Street & 1st Ave.

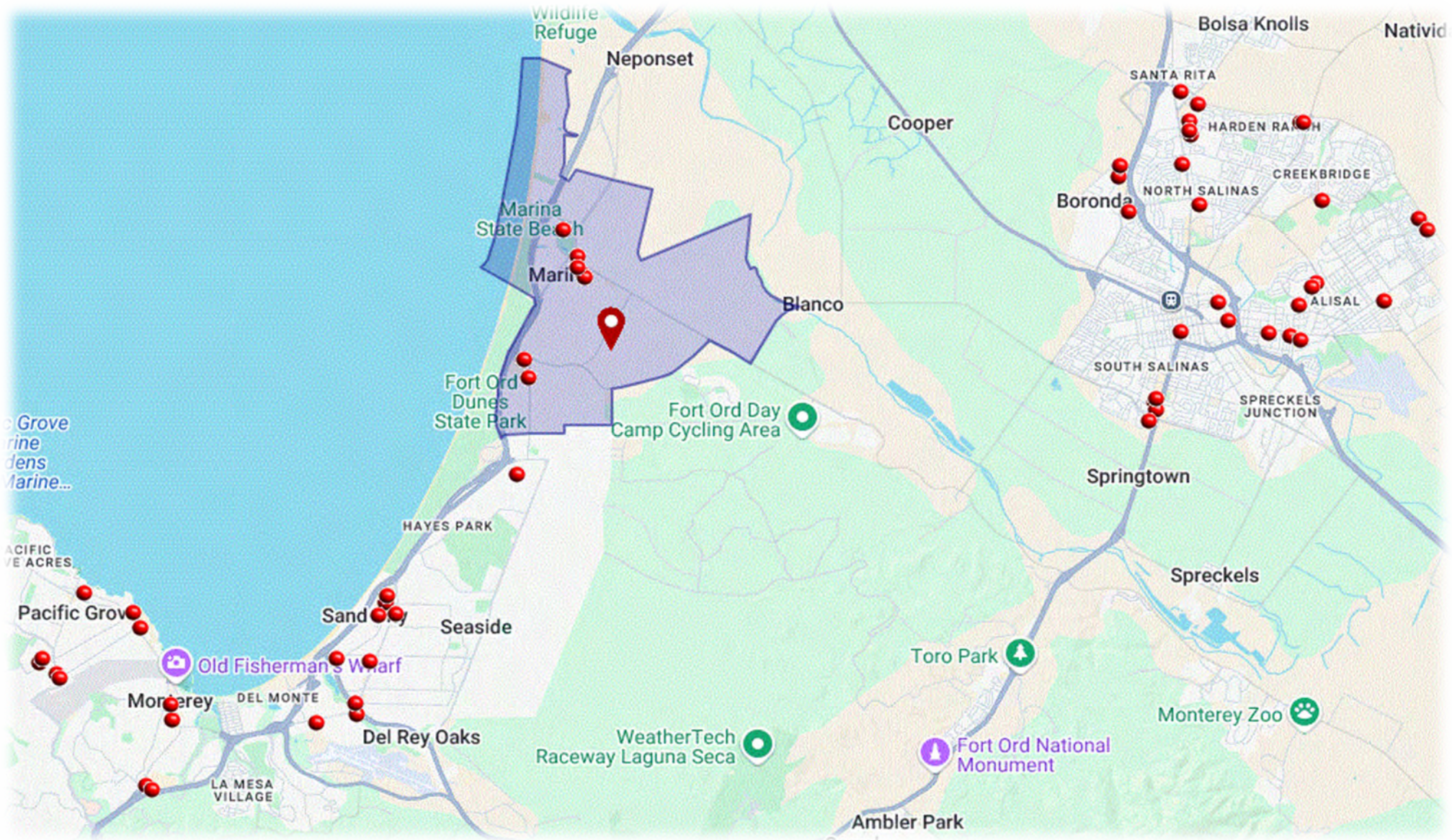




GENERAL MERCHANDISE refers to general stores and super centers



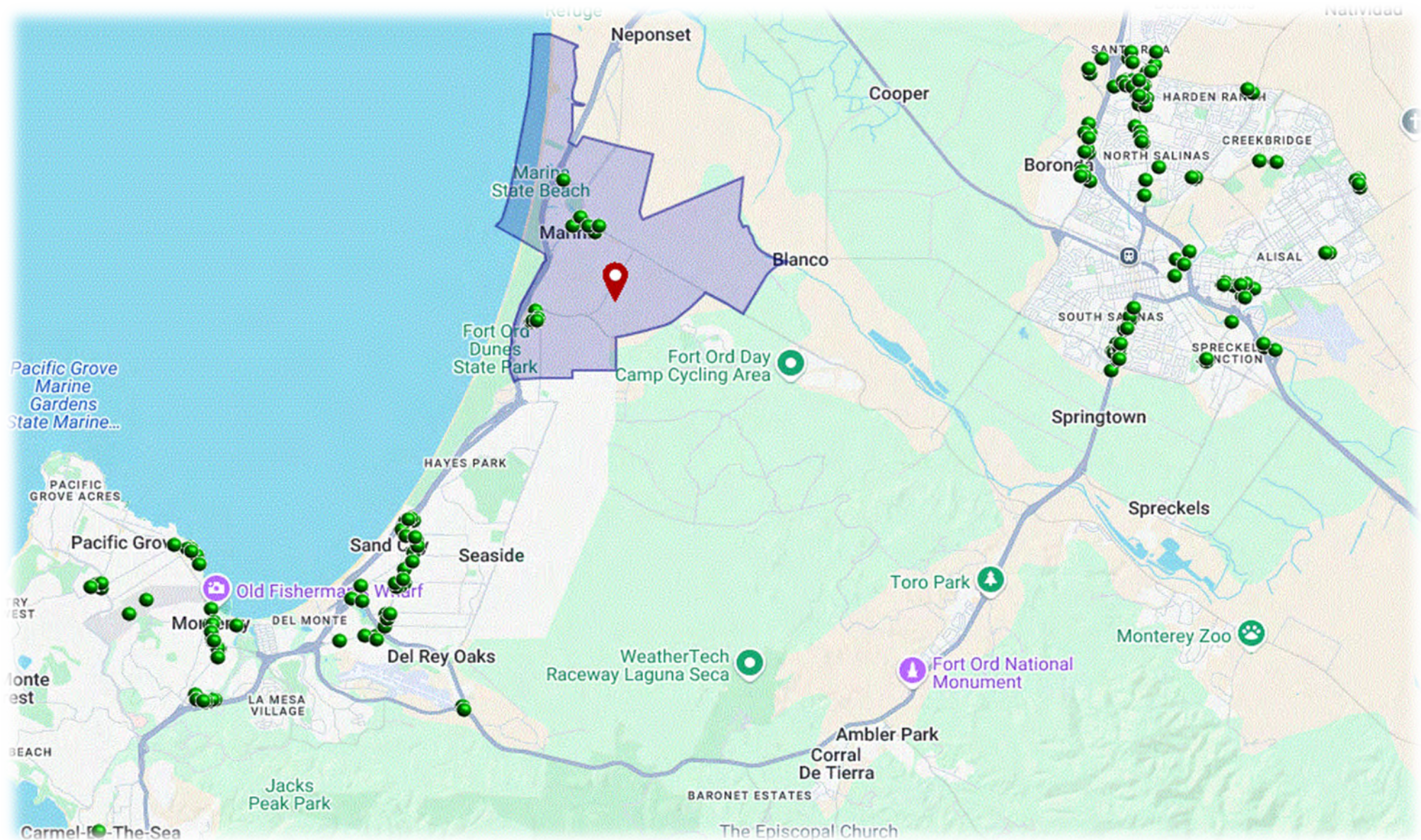
CITY OF MARINA Markets



MARKETS refers to Grocery Stores and Pharmacy stores



CITY OF MARINA Restaurants

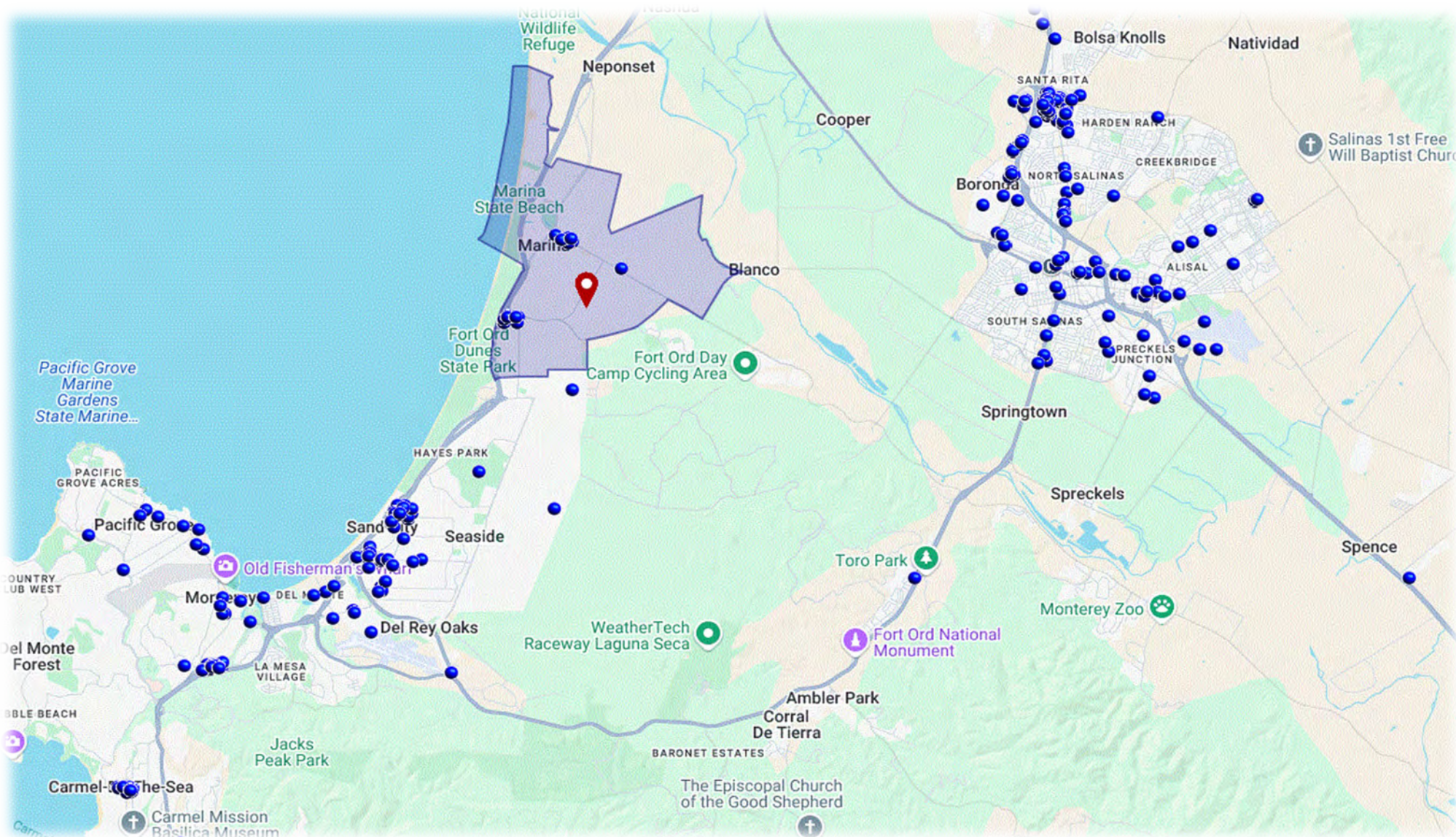


RESTAURANTS refer to Fast Casual, Casual Dining, Fine Dining, Restaurants and Quick Services restaurants.



CITY OF MARINA

Retail



***Retail** refers to the following concepts types: Clothing, Consumer Electronics Store, Cosmetics & Beauty, Department Stores, Footware/Shoes Stores, Hobbies/Toys/Crafts/Books., Home Improvement Stores, Home Specialty Retail Stores, Sports & Recreational





	Marina
Population	22,804
Daytime Population	23,406
Households	7,787
Average Age	39.4
Average HH Income	\$113,854
White Collar (Residents)	63.2%
College Degree & Above	41.4%



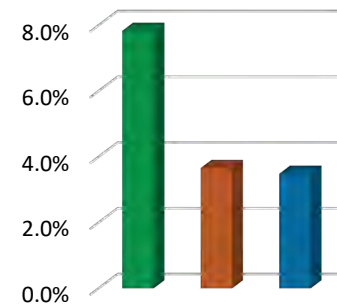
Consumer Demographic Profile

Site: City / County / State

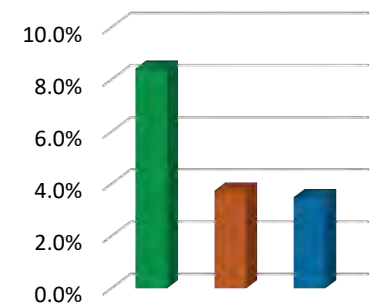
Date Report Created: 1/15/2025

	Marina CA		Monterey County CA		California	
	#	%	#	%	#	%
Market Stats						
Population	22,804	---	433,074	---	39,752,612	---
5 Year Projected Pop	24,590	---	448,916	---	41,137,567	---
Pop Growth (%)	7.8%	---	3.7%	---	3.5%	---
Households	7,787	---	130,226	---	13,544,923	---
5 Year Projected HHs	8,442	---	135,100	---	14,017,681	---
HH Growth (%)	8.4%	---	3.7%	---	3.5%	---
Census Stats						
2000 Population	19,566	---	396,276	---	33,859,150	---
2010 Population	22,293	---	439,035	---	39,538,223	---
Pop Growth (%)	13.9%	---	10.8%	---	16.8%	---
2000 Households	6,724	---	121,233	---	11,501,888	---
2010 Households	7,584	---	131,789	---	13,475,623	---
HH Growth (%)	12.8%	---	8.7%	---	17.2%	---
Total Population by Age						
Average Age	39.4		38.9		40.6	
19 yrs & under	5,190	22.8%	100,286	23.2%	8,278,537	20.8%
20 to 24 yrs	2,303	10.1%	46,013	10.6%	3,810,783	9.6%
25 to 34 yrs	3,208	14.1%	59,749	13.8%	5,412,679	13.6%
35 to 44 yrs	3,031	13.3%	58,724	13.6%	5,492,593	13.8%
45 to 54 yrs	2,517	11.0%	49,805	11.5%	4,903,398	12.3%
55 to 64 yrs	2,608	11.4%	46,893	10.8%	4,849,214	12.2%
65 to 74 yrs	2,383	10.4%	40,927	9.5%	3,973,999	10.0%
75 to 84 yrs	1,147	5.0%	22,198	5.1%	2,189,841	5.5%
85 + yrs	418	1.8%	8,479	2.0%	841,568	2.1%
Population Bases						
20-34 yrs	5,511	24.2%	105,762	24.4%	9,223,462	23.2%
45-64 yrs	5,125	22.5%	96,698	22.3%	9,752,612	24.5%
16 yrs +	18,763	82.3%	346,686	80.1%	32,521,476	81.8%
25 yrs +	15,311	67.1%	286,775	66.2%	27,663,292	69.6%
65 yrs +	3,947	17.3%	71,604	16.5%	7,005,408	17.6%
75 yrs +	1,565	6.9%	30,677	7.1%	3,031,409	7.6%
85 yrs +	418	1.8%	8,479	2.0%	841,568	2.1%

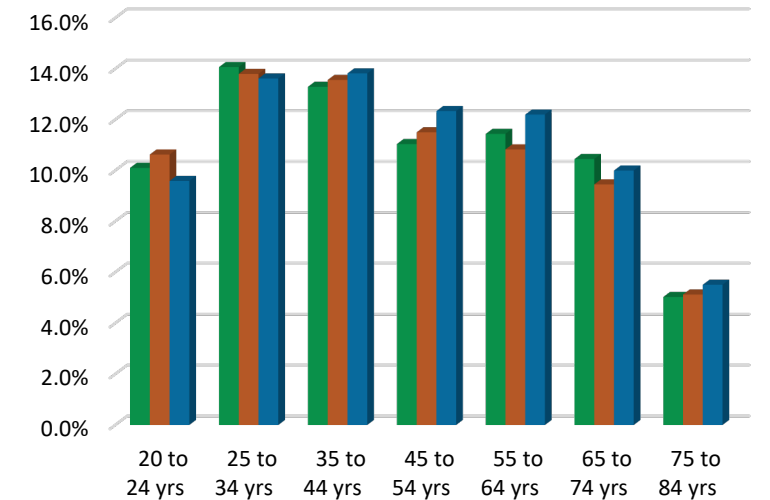
Pop Growth (%)



HH Growth (%)



Population by Age Group



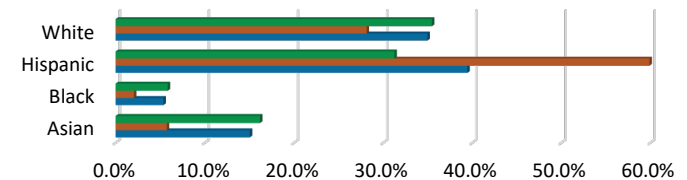
Consumer Demographic Profile

Site: City / County / State

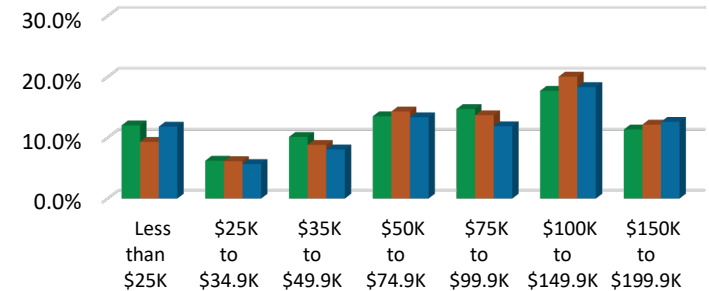
Date Report Created: 1/15/2025

	Marina CA		Monterey County CA		California	
	#	%	#	%	#	%
Population by Race						
White	8,089	35.5%	121,875	28.1%	13,901,202	35.0%
Hispanic	7,131	31.3%	259,405	59.9%	15,683,510	39.5%
Black	1,331	5.8%	8,891	2.1%	2,131,637	5.4%
Asian	3,693	16.2%	24,848	5.7%	5,983,430	15.1%
Ancestry						
American Indian (ancestry)	69	0.3%	1,168	0.3%	146,693	0.4%
Hawaiin (ancestry)	481	2.1%	1,779	0.4%	134,290	0.3%
Household Income						
Per Capita Income	\$38,877	---	\$39,214	---	\$46,947	---
Average HH Income	\$113,854	---	\$130,408	---	\$137,785	---
Median HH Income	\$88,101	---	\$95,478	---	\$98,061	---
Less than \$25K	936	12.0%	12,128	9.3%	1,600,205	11.8%
\$25K to \$34.9K	484	6.2%	8,000	6.1%	768,111	5.7%
\$35K to \$49.9K	789	10.1%	11,475	8.8%	1,093,303	8.1%
\$50K to \$74.9K	1,053	13.5%	18,631	14.3%	1,809,587	13.4%
\$75K to \$99.9K	1,145	14.7%	17,831	13.7%	1,608,697	11.9%
\$100K to \$149.9K	1,379	17.7%	26,092	20.0%	2,481,556	18.3%
\$150K to \$199.9K	884	11.3%	15,821	12.1%	1,707,712	12.6%
\$200K +	1,118	14.4%	20,248	15.5%	2,475,752	18.3%
Education						
Less than 9th Grade	903	5.9%	50,182	17.5%	2,420,648	8.8%
Some HS, No Diploma	1,038	6.8%	27,063	9.4%	1,910,177	6.9%
HS Grad (or Equivalent)	2,964	19.4%	58,434	20.4%	5,657,916	20.5%
Some College, No Degree	3,581	23.4%	50,046	17.5%	5,585,135	20.2%
Associate Degree	1,645	10.7%	23,985	8.4%	2,205,075	8.0%
Bachelor Degree	3,060	20.0%	46,064	16.1%	6,087,578	22.0%
Graduates Degree	1,633	10.7%	20,959	7.3%	2,585,555	9.3%

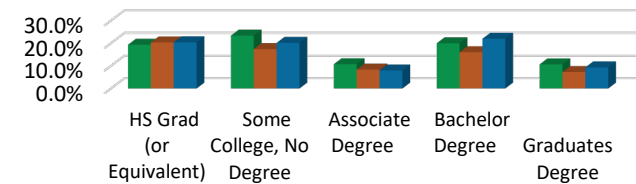
Ethnic Breakdown



Household Income Levels - %



Education



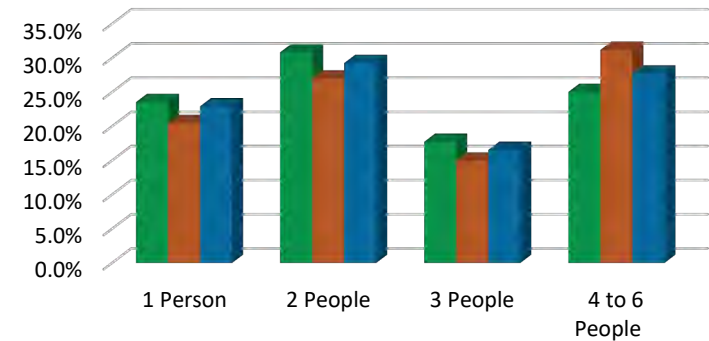
Consumer Demographic Profile

Site: City / County / State

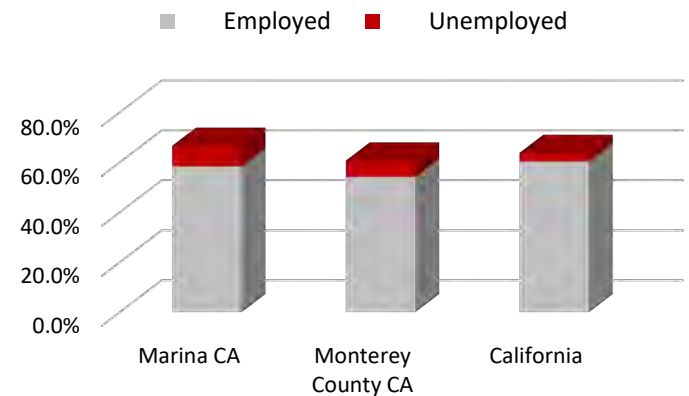
Date Report Created: 1/15/2025

	Marina CA		Monterey County CA		California	
	#	%	#	%	#	%
Family Structure	5,109		95,127		9,360,885	
Single - Male	299	5.9%	4,456	4.7%	503,548	5.4%
Single - Female	494	9.7%	8,539	9.0%	964,676	10.3%
Single Parent - Male	89	1.7%	4,250	4.5%	343,108	3.7%
Single Parent - Female	578	11.3%	9,177	9.6%	796,760	8.5%
Married w/ Children	1,374	26.9%	29,352	30.9%	2,838,458	30.3%
Married w/out Children	2,276	44.5%	39,353	41.4%	3,914,335	41.8%
Household Size						
1 Person	1,834	23.6%	26,682	20.5%	3,107,272	22.9%
2 People	2,402	30.9%	35,165	27.0%	3,965,242	29.3%
3 People	1,382	17.7%	19,517	15.0%	2,242,673	16.6%
4 to 6 People	1,950	25.0%	40,650	31.2%	3,757,425	27.7%
7+ People	218	2.8%	8,212	6.3%	472,311	3.5%
Home Ownership	7,787		130,226		13,544,923	
Owners	3,185	40.9%	67,704	52.0%	7,504,441	55.4%
Renters	4,602	59.1%	62,522	48.0%	6,040,482	44.6%
Components of Change						
Births	232	1.0%	4,380	1.0%	400,553	1.0%
Deaths	155	0.7%	2,946	0.7%	290,937	0.7%
Migration	176	0.8%	-3,719	-0.9%	-76,565	-0.2%
Employment (Pop 16+)	18,763		346,686		32,521,476	
Armed Services	149	0.8%	6,658	1.9%	173,781	0.5%
Civilian	12,499	66.6%	210,431	60.7%	20,741,304	63.8%
Employed	10,969	58.5%	188,169	54.3%	19,636,654	60.4%
Unemployed	1,531	8.2%	22,262	6.4%	1,104,650	3.4%
Not in Labor Force	6,263	33.4%	136,255	39.3%	11,780,172	36.2%
Employed Population	10,969		188,169		19,636,654	
White Collar	6,932	63.2%	103,365	54.9%	12,852,721	65.5%
Blue Collar	4,037	36.8%	84,804	45.1%	6,783,933	34.5%

Household Size



Civilian Employment

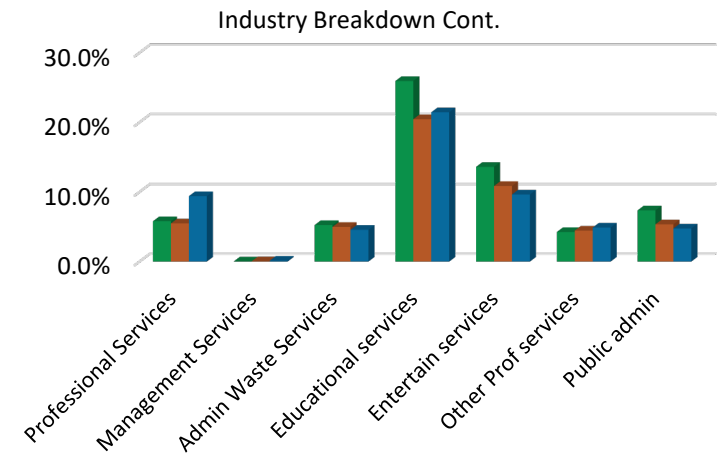
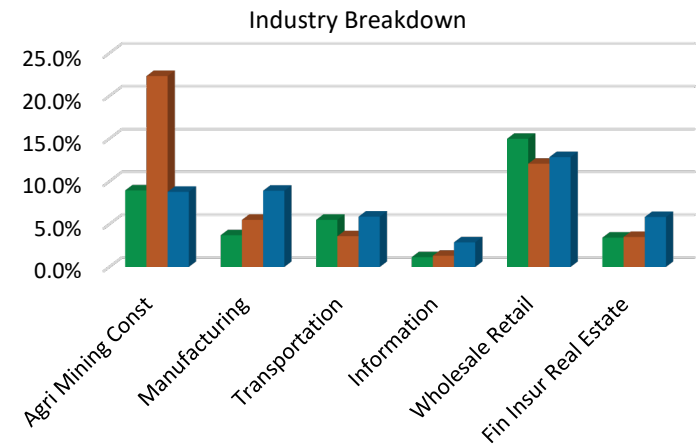


Consumer Demographic Profile

Site: City / County / State

Date Report Created: 1/15/2025

	Marina CA		Monterey County CA		California	
	#	%	#	%	#	%
Employment By Occupation	10,969		188,169		19,636,654	
White Collar	6,932	63.2%	103,365	54.9%	12,852,721	65.5%
Managerial executive	1,141	10.4%	25,943	13.8%	3,345,021	17.0%
Prof specialty	3,028	27.6%	35,380	18.8%	4,866,657	24.8%
Healthcare support	332	3.0%	7,309	3.9%	724,352	3.7%
Sales	1,239	11.3%	16,925	9.0%	1,854,677	9.4%
Office Admin	1,192	10.9%	17,808	9.5%	2,062,014	10.5%
Blue Collar	4,037	36.8%	84,804	45.1%	6,783,933	34.5%
Protective	327	3.0%	4,259	2.3%	411,189	2.1%
Food Prep Serving	835	7.6%	10,805	5.7%	1,042,220	5.3%
Bldg Maint/Cleaning	623	5.7%	8,814	4.7%	726,532	3.7%
Personal Care	405	3.7%	4,584	2.4%	532,745	2.7%
Farming/Fishing/Forestry	99	0.9%	18,962	10.1%	271,430	1.4%
Construction	1,011	9.2%	15,602	8.3%	1,453,286	7.4%
Production Transp	736	6.7%	21,778	11.6%	2,346,531	11.9%
Employment By Industry	10,969		188,169		19,636,654	
Agri Mining Const	982	9.0%	42,021	22.3%	1,725,662	8.8%
Manufacturing	407	3.7%	10,373	5.5%	1,750,963	8.9%
Transportation	605	5.5%	6,772	3.6%	1,156,535	5.9%
Information	125	1.1%	2,472	1.3%	565,876	2.9%
Wholesale Retail	1,644	15.0%	22,725	12.1%	2,523,885	12.9%
Fin Insur Real Estate	376	3.4%	6,602	3.5%	1,148,026	5.8%
Professional Services	637	5.8%	10,327	5.5%	1,845,606	9.4%
Management Services	4	0.0%	108	0.1%	25,738	0.1%
Admin Waste Services	576	5.3%	9,388	5.0%	896,645	4.6%
Educational services	2,845	25.9%	38,478	20.4%	4,211,517	21.4%
Entertain services	1,493	13.6%	20,433	10.9%	1,892,131	9.6%
Other Prof services	466	4.2%	8,389	4.5%	960,313	4.9%
Public admin	807	7.4%	10,081	5.4%	933,757	4.8%



Employment Profile

Site: City / County / State

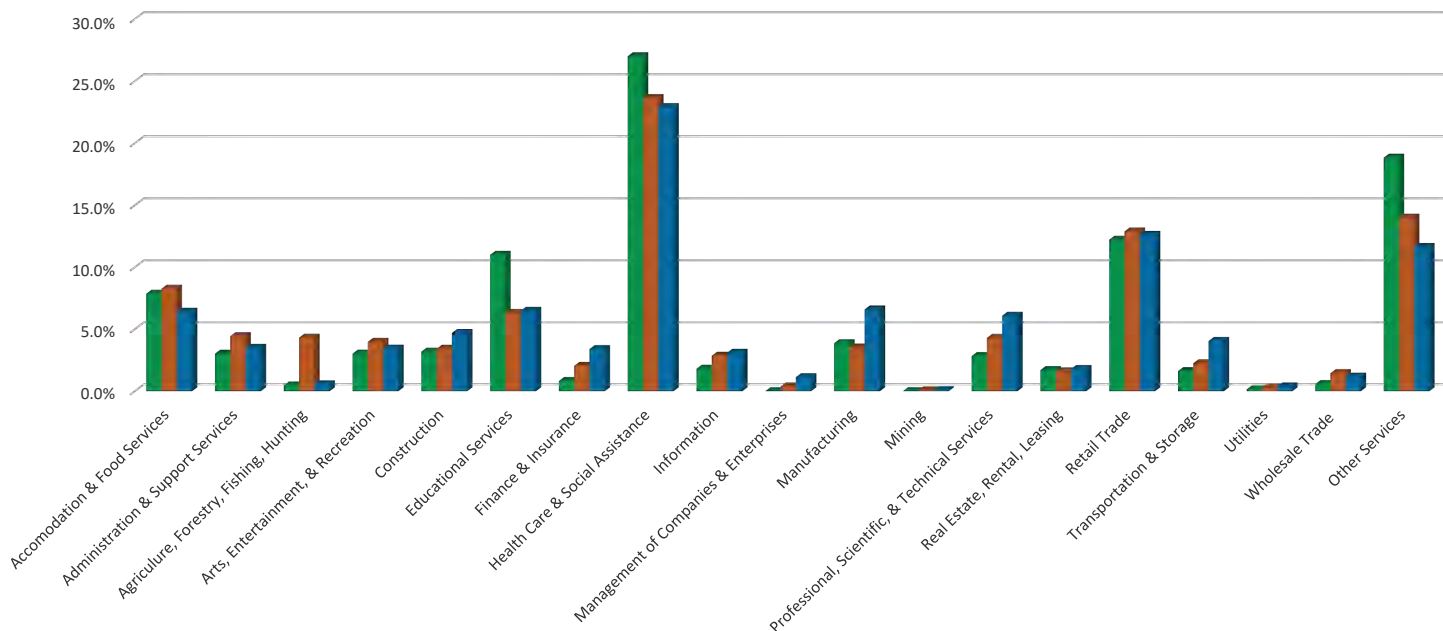
Date Report Created: 1/15/2025

EXHIBIT A

	Marina CA		Monterey County CA		California	
Daytime Population	23,406		507,374		43,851,789	
Student Population	5,961		141,292		11,501,391	
Median Employee Salary	57,393		54,217		64,142	
Average Employee Salary	67,983		63,891		71,087	
Wages	#		#		#	
Salary/Wage per Employee per Annum						
Under \$15,000 CrYr	201	2.5%	5,423	3.1%	327,547	2.1%
15,000 to 30,000 CrYr	72	0.9%	1,700	1.0%	124,392	0.8%
30,000 to 45,000 CrYr	2,321	28.9%	53,717	30.2%	2,811,244	17.6%
45,000 to 60,000 CrYr	1,794	22.4%	43,050	24.2%	3,349,392	21.0%
60,000 to 75,000 CrYr	1,024	12.8%	21,768	12.3%	3,046,418	19.1%
75,000 to 90,000 CrYr	905	11.3%	20,477	11.5%	2,846,912	17.9%
90,000 to 100,000 CrYr	174	2.2%	4,796	2.7%	1,084,911	6.8%
Over 100,000 CrYr	1,533	19.1%	26,725	15.0%	2,348,654	14.7%

Industry Groups

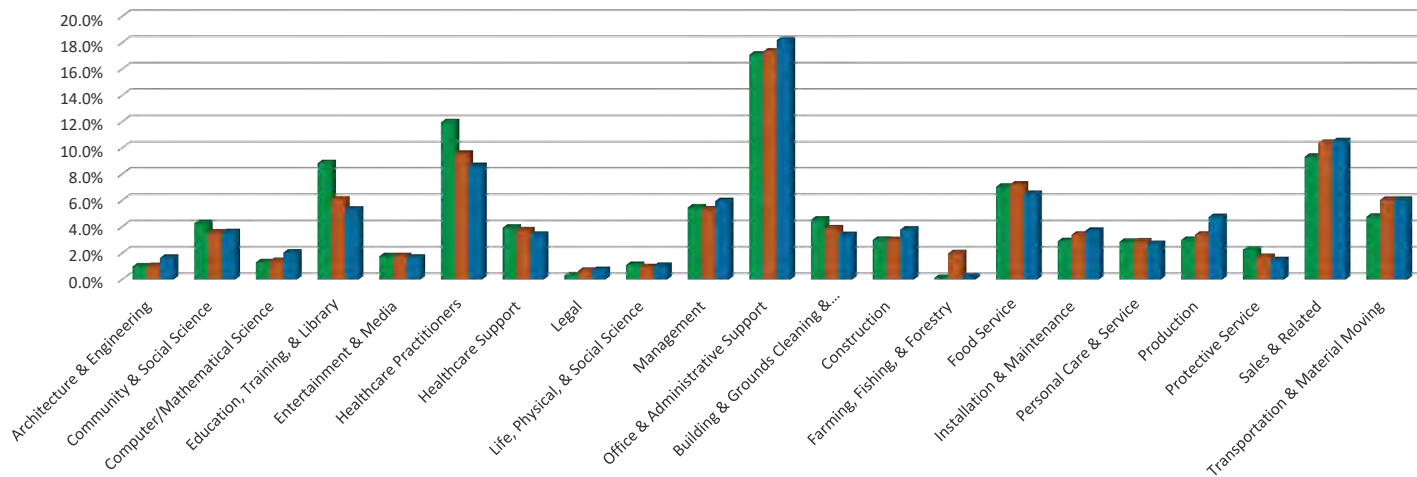
Employees by Industry



	Establishments		Employee's		Establishments		Employee's		Establishments		Employee's	
	#	%	#	%	#	%	#	%	#	%	#	%
Total	693	100%	8,023	100%	15,166	100%	177,656	100%	1,661,059	100%	15,939,470	100%
Accommodation & Food Services	59	8.5%	630	7.9%	1,023	6.7%	14,689	8.3%	100,274	6.0%	1,021,203	6.4%
Administration & Support Services	22	3.2%	243	3.0%	505	3.3%	7,884	4.4%	53,833	3.2%	556,715	3.5%
Agriculture, Forestry, Fishing, Hunting	2	0.3%	37	0.5%	276	1.8%	7,660	4.3%	12,823	0.8%	87,484	0.5%
Arts, Entertainment, & Recreation	24	3.5%	243	3.0%	417	2.7%	7,074	4.0%	48,145	2.9%	546,659	3.4%
Construction	45	6.5%	256	3.2%	850	5.6%	6,072	3.4%	99,314	6.0%	748,493	4.7%
Educational Services	17	2.4%	883	11.0%	399	2.6%	11,213	6.3%	42,562	2.6%	1,033,378	6.5%
Finance & Insurance	25	3.6%	66	0.8%	799	5.3%	3,630	2.0%	99,201	6.0%	541,215	3.4%
Health Care & Social Assistance	144	20.7%	2,168	27.0%	3,332	22.0%	41,997	23.6%	354,613	21.3%	3,652,854	22.9%
Information	10	1.4%	145	1.8%	322	2.1%	5,069	2.9%	38,648	2.3%	493,819	3.1%
Management of Companies & Enterprises	0	0.0%	0	0.0%	19	0.1%	677	0.4%	5,481	0.3%	179,858	1.1%
Manufacturing	25	3.6%	310	3.9%	488	3.2%	6,260	3.5%	69,449	4.2%	1,051,538	6.6%
Mining	0	0.0%	0	0.0%	9	0.1%	110	0.1%	1,019	0.1%	13,023	0.1%
Professional, Scientific, & Technical Services	33	4.8%	227	2.8%	1,326	8.7%	7,645	4.3%	176,409	10.6%	970,190	6.1%
Real Estate, Rental, Leasing	48	6.9%	137	1.7%	643	4.2%	2,834	1.6%	76,256	4.6%	285,048	1.8%
Retail Trade	90	13.1%	980	12.2%	2,075	13.7%	22,895	12.9%	218,563	13.2%	2,010,692	12.6%
Transportation & Storage	16	2.3%	130	1.6%	284	1.9%	4,001	2.3%	31,898	1.9%	645,483	4.0%
Utilities	1	0.1%	12	0.1%	24	0.2%	493	0.3%	1,799	0.1%	60,487	0.4%
Wholesale Trade	12	1.7%	46	0.6%	362	2.4%	2,580	1.5%	40,899	2.5%	186,165	1.2%
Other Services	120	17.3%	1,511	18.8%	2,013	13.3%	24,873	14.0%	189,873	11.4%	1,855,166	11.6%

	Marina CA		Monterey County CA		California	
Occupations	# of Employee's		# of Employee's		# of Employee's	
White Collar	4,790	59.7%	96,335	54.2%	8,848,565	55.5%
Architecture & Engineering	79	1.0%	1,804	1.0%	262,012	1.6%
Community & Social Science	344	4.3%	6,325	3.6%	571,899	3.6%
Computer/Mathematical Science	104	1.3%	2,486	1.4%	325,075	2.0%
Education, Training, & Library	708	8.8%	10,829	6.1%	845,092	5.3%
Entertainment & Media	141	1.8%	3,141	1.8%	262,991	1.6%
Healthcare Practitioners	958	11.9%	16,952	9.5%	1,373,037	8.6%
Healthcare Support	315	3.9%	6,613	3.7%	540,039	3.4%
Legal	25	0.3%	1,157	0.7%	113,379	0.7%
Life, Physical, & Social Science	88	1.1%	1,654	0.9%	164,314	1.0%
Management	438	5.5%	9,448	5.3%	947,898	5.9%
Office & Administrative Support	1,370	17.1%	30,763	17.3%	2,900,570	18.2%
Blue Collar	3,196	39.8%	77,893	43.8%	6,856,843	43.0%
Building & Grounds Cleaning & Maintenance	364	4.5%	6,891	3.9%	537,137	3.4%
Construction	241	3.0%	5,310	3.0%	603,196	3.8%
Farming, Fishing, & Forestry	11	0.1%	3,534	2.0%	37,003	0.2%
Food Service	565	7.0%	12,794	7.2%	1,035,321	6.5%
Installation & Maintenance	233	2.9%	6,022	3.4%	588,508	3.7%
Personal Care & Service	229	2.9%	5,117	2.9%	428,237	2.7%
Production	241	3.0%	6,022	3.4%	755,486	4.7%
Protective Service	182	2.3%	3,033	1.7%	233,494	1.5%
Sales & Related	747	9.3%	18,431	10.4%	1,673,948	10.5%
Transportation & Material Moving	382	4.8%	10,739	6.0%	964,513	6.1%
Military Services	37	0.5%	3,428	1.9%	234,062	1.5%

Employees by Occupation



Employee Totals and History	#	#	#
Current	8,023	177,656	15,939,470
2024 Q1	7,759	169,381	15,886,735
2023 Q4	8,047	180,950	15,260,061
2023 Q3	8,138	177,368	15,949,873
2023 Q2	6,786	145,842	15,524,033
2023 Q1	7,760	165,763	15,930,351
2022 Q4	7,728	180,391	15,415,044
2022 Q3	7,925	180,123	15,997,006
2022 Q2	6,930	149,265	15,503,003

Consumer Demand & Market Supply Assessment

EXHIBIT A

Site: City / County / State

Date Report Created: 1/15/2025

Demographics

Population	22,804	433,074	39,752,612
5-Year Population estimate	24,590	448,916	41,137,567
Population Households	21,208	415,394	38,855,764
Group Quarters Population	1,596	17,680	896,848
Households	7,787	130,226	13,544,923
5-Year Households estimate	8,442	135,100	14,017,681
WorkPlace Establishments	693	15,166	1,661,059
Workplace Employees	8,023	177,656	15,939,470
Median Household Income	\$88,101	\$95,478	\$98,061

By Establishments

	Marina CA				Monterey County CA				California		
	Consumer Demand	Market Supply	Opportunity Gap/Surplus		Consumer Demand	Market Supply	Opportunity Gap/Surplus		Consumer Demand	Market Supply	Opportunity Gap/Surplus
Furniture Stores	\$5,356,461	\$0	(\$5,356,461)	-100%	\$100,204,781	\$30,585,285	(\$69,619,496)	-69%	\$9,695,295,234	\$9,102,722,136	(\$592,573,098)
Lawn/Garden Equipment/Supplies Stores	\$3,078,101	\$0	(\$3,078,101)	-100%	\$57,256,171	\$161,424,672	\$104,168,501	182%	\$5,507,419,858	\$5,637,419,034	\$129,999,176
Jewelry/Luggage/Leather Goods	\$2,562,263	\$0	(\$2,562,263)	-100%	\$47,851,954	\$34,855,670	(\$12,996,284)	-27%	\$4,591,395,681	\$4,443,034,923	(\$148,360,759)
Used Merchandise Stores	\$1,503,156	\$0	(\$1,503,156)	-100%	\$27,919,201	\$26,906,003	(\$1,013,198)	-4%	\$2,685,345,558	\$2,293,137,055	(\$392,208,502)
Electronic Shopping/Mail Order Houses	\$101,096,314	\$0	(\$101,096,314)	-100%	\$1,930,613,143	\$552,239,132	(\$1,378,374,011)	-71%	\$188,095,278,054	\$142,288,100,483	(\$45,807,177,571)
Vending Machine Operators (Non-Store)	\$3,509,482	\$0	(\$3,509,482)	-100%	\$65,765,553	\$12,336,888	(\$53,428,665)	-81%	\$6,284,888,129	\$5,576,919,003	(\$707,969,126)
Other Motor Vehicle Dealers	\$6,188,185	\$708,981	(\$5,479,204)	-89%	\$115,448,876	\$21,801,194	(\$93,647,682)	-81%	\$10,981,122,604	\$10,607,693,994	(\$373,428,610)
Other Misc. Store Retailers	\$7,864,058	\$1,032,835	(\$6,831,223)	-87%	\$145,510,315	\$87,171,459	(\$58,338,856)	-40%	\$13,999,030,645	\$14,220,339,824	\$221,309,179
Shoe Stores	\$2,641,243	\$427,947	(\$2,213,296)	-84%	\$49,311,999	\$40,013,184	(\$9,298,815)	-19%	\$4,740,553,788	\$4,761,524,793	\$20,971,005
Book/Periodical/Music Stores	\$1,137,062	\$251,489	(\$885,573)	-78%	\$21,241,935	\$10,814,041	(\$10,427,894)	-49%	\$2,037,759,776	\$2,039,908,614	\$2,148,838
Home Furnishing Stores	\$4,490,639	\$1,014,375	(\$3,476,264)	-77%	\$83,415,528	\$31,273,812	(\$52,141,716)	-63%	\$7,964,482,185	\$7,898,825,255	(\$65,656,930)
Building Material/Supplies Dealers	\$28,125,775	\$8,049,542	(\$20,076,233)	-71%	\$522,233,803	\$284,535,618	(\$237,698,185)	-46%	\$49,741,634,582	\$54,197,057,245	\$4,455,422,663
Automotive Dealers	\$90,014,951	\$26,287,063	(\$63,727,888)	-71%	\$1,681,733,970	\$789,223,699	(\$892,510,271)	-53%	\$159,089,544,690	\$151,646,856,124	(\$7,442,688,566)
Electronics/Appliance	\$5,900,201	\$1,921,324	(\$3,978,877)	-67%	\$119,393,621	\$33,535,872	(\$85,857,749)	-72%	\$12,144,376,389	\$10,890,343,292	(\$1,254,033,097)
Bar/Drinking Places (Alcoholic Beverages)	\$1,190,436	\$411,751	(\$778,685)	-65%	\$28,326,858	\$19,352,327	(\$8,974,531)	-32%	\$3,140,067,545	\$3,318,545,352	\$178,477,807
Clothing Stores	\$18,211,721	\$6,367,985	(\$11,843,736)	-65%	\$338,247,259	\$239,153,596	(\$99,093,663)	-29%	\$32,413,924,136	\$33,463,002,889	\$1,049,078,752
Office Supplies/Stationary/Gift	\$1,984,935	\$715,237	(\$1,269,698)	-64%	\$37,806,661	\$23,145,355	(\$14,661,306)	-39%	\$3,698,628,865	\$3,629,310,598	(\$69,318,267)
Florists/Misc. Store Retailers	\$759,195	\$284,332	(\$474,863)	-63%	\$14,122,824	\$12,036,741	(\$2,086,082)	-15%	\$1,357,585,688	\$1,387,585,995	\$30,000,308
Beer/Wine/Liquor Stores	\$4,296,338	\$1,642,305	(\$2,654,033)	-62%	\$79,816,660	\$42,700,001	(\$37,116,659)	-47%	\$7,576,732,965	\$7,664,870,491	\$88,137,526
Grocery Stores	\$49,245,245	\$21,996,854	(\$27,248,391)	-55%	\$913,400,624	\$656,522,408	(\$256,878,215)	-28%	\$86,588,090,250	\$80,384,105,276	(\$6,203,984,974)
Other General Merchandise Stores	\$51,226,504	\$25,727,219	(\$25,499,285)	-50%	\$951,401,164	\$531,520,069	(\$419,881,095)	-44%	\$90,454,411,636	\$96,023,513,620	\$5,569,101,984
Automotive Parts/Accessories/Tire	\$7,831,625	\$4,379,466	(\$3,452,159)	-44%	\$144,990,029	\$104,481,366	(\$40,508,663)	-28%	\$13,664,785,557	\$13,568,570,730	(\$96,214,826)
Sporting Goods/Hobby/Musical Instrument	\$6,027,276	\$3,641,444	(\$2,385,832)	-40%	\$112,222,654	\$55,892,023	(\$56,330,631)	-50%	\$10,722,103,693	\$10,714,580,685	(\$7,523,008)
Direct Selling Establishments	\$2,779,122	\$1,837,521	(\$941,601)	-34%	\$51,520,465	\$28,175,360	(\$23,345,105)	-45%	\$4,889,493,748	\$3,656,533,604	(\$1,232,960,144)
Health/Personal Care Stores	\$25,020,936	\$16,886,025	(\$8,134,911)	-33%	\$461,638,328	\$317,566,597	(\$144,071,731)	-31%	\$43,668,433,467	\$44,559,365,414	\$890,931,947
Department Stores	\$8,375,365	\$6,120,029	(\$2,255,336)	-27%	\$155,576,206	\$142,635,343	(\$12,940,863)	-8%	\$14,861,079,296	\$18,341,402,981	\$3,480,323,685
Special Food Services	\$3,744,803	\$2,782,657	(\$962,146)	-26%	\$77,499,334	\$103,439,339	\$25,940,005	33%	\$8,002,371,779	\$7,901,300,473	(\$101,071,306)
Full-Service Restaurants	\$20,752,283	\$16,160,783	(\$4,591,500)	-22%	\$452,335,107	\$434,166,427	(\$18,168,680)	-4%	\$48,047,696,825	\$50,955,718,020	\$2,908,021,195
Gasoline Stations	\$38,270,511	\$33,589,526	(\$4,680,985)	-12%	\$710,011,451	\$895,721,689	\$185,710,239	26%	\$66,767,868,146	\$92,733,512,238	\$25,965,644,092
Limited-Service Eating Places	\$21,858,452	\$20,240,337	(\$1,618,115)	-7%	\$452,008,813	\$415,337,103	(\$36,671,710)	-8%	\$46,657,116,040	\$49,552,946,342	\$2,895,830,302
Specialty Food Stores	\$2,702,502	\$5,962,320	\$3,259,818	121%	\$50,160,411	\$148,335,323	\$98,174,912	196%	\$4,753,743,034	\$4,268,438,476	(\$485,304,559)
Consumer Demand/Market Supply Index	\$527,745,139	\$208,439,348	253		\$9,998,985,698	\$6,286,897,599	159		\$964,822,259,845	\$947,727,184,958	102

Consumer Demand & Market Supply Assessment

Site: City / County / State

Date Report Created: 1/15/2025

EXHIBIT A

By Major Product Lines

	Marina CA				Monterey County CA				California		
	Consumer Demand	Market Supply	Opportunity Gap/Surplus		Consumer Demand	Market Supply	Opportunity Gap/Surplus		Consumer Demand	Market Supply	Opportunity Gap/Surplus
Computer Hardware/Software/Supplies	\$10,734,124	\$503,376	(\$10,230,748)	-95%	\$268,076,221	\$50,924,530	(\$217,151,691)	-81%	\$30,556,708,531	\$22,850,995,175	(\$7,705,713,356)
Furniture/Sleep/Outdoor/Patio Furniture	\$15,834,469	\$1,040,238	(\$14,794,231)	-93%	\$296,283,638	\$89,705,083	(\$206,578,555)	-70%	\$28,681,501,144	\$21,587,199,297	(\$7,094,301,848)
Jewelry (including Watches)	\$4,356,406	\$462,747	(\$3,893,659)	-89%	\$81,450,708	\$55,251,903	(\$26,198,804)	-32%	\$7,812,690,272	\$8,259,216,756	\$446,526,484
All Other Merchandise	\$23,028,231	\$2,902,613	(\$20,125,618)	-87%	\$426,984,377	\$174,018,807	(\$252,965,570)	-59%	\$41,104,695,988	\$38,330,839,384	(\$2,773,856,604)
Audio Equipment/Musical Instruments	\$3,413,364	\$439,216	(\$2,974,148)	-87%	\$63,182,676	\$18,857,076	(\$44,325,600)	-70%	\$6,032,095,634	\$6,082,920,158	\$50,824,524
Books/Periodicals	\$1,982,376	\$282,027	(\$1,700,349)	-86%	\$36,801,347	\$18,028,704	(\$18,772,643)	-51%	\$3,512,924,944	\$3,794,237,881	\$281,312,937
Lawn/Garden/Farm Equipment/Supplies	\$8,555,706	\$1,489,561	(\$7,066,144)	-83%	\$159,154,076	\$199,986,435	\$40,832,359	26%	\$15,306,102,045	\$15,340,512,635	\$34,410,590
Pets/Pet Foods/Pet Supplies	\$4,725,655	\$900,758	(\$3,824,897)	-81%	\$87,753,392	\$48,810,534	(\$38,942,858)	-44%	\$8,565,116,430	\$6,126,354,124	(\$2,438,762,307)
Kitchenware/Home Furnishings	\$6,903,868	\$1,345,322	(\$5,558,546)	-81%	\$128,313,177	\$60,062,211	(\$68,250,966)	-53%	\$12,187,071,038	\$11,922,289,162	(\$264,781,876)
Footwear, including Accessories	\$7,357,252	\$1,510,338	(\$5,846,915)	-79%	\$137,404,904	\$80,558,663	(\$56,846,241)	-41%	\$13,212,025,270	\$11,850,088,815	(\$1,361,936,455)
Small Electric Appliances	\$1,304,149	\$286,774	(\$1,017,375)	-78%	\$24,161,214	\$11,376,227	(\$12,784,987)	-53%	\$2,342,196,063	\$2,378,291,983	\$36,095,920
Major Household Appliances	\$1,957,782	\$449,563	(\$1,508,219)	-77%	\$36,729,625	\$12,606,720	(\$24,122,905)	-66%	\$3,613,144,749	\$3,902,344,725	\$289,199,976
Automotive Lubricants (incl Oil, Greases)	\$1,957,782	\$449,563	(\$1,508,219)	-77%	\$36,729,625	\$12,606,720	(\$24,122,905)	-66%	\$3,613,144,749	\$3,902,344,725	\$289,199,976
Floor/Floor Coverings	\$3,949,906	\$958,372	(\$2,991,535)	-76%	\$73,119,806	\$34,407,958	(\$38,711,848)	-53%	\$6,913,654,665	\$7,156,128,686	\$242,474,020
Photographic Equipment/Supplies	\$505,387	\$125,780	(\$379,607)	-75%	\$9,341,308	\$3,502,915	(\$5,838,394)	-63%	\$883,797,625	\$1,279,879,245	\$396,081,620
Televisions/VCR/Video Cameras/DVD etc	\$3,186,597	\$805,790	(\$2,380,807)	-75%	\$59,571,719	\$23,881,527	(\$35,690,192)	-60%	\$5,673,107,665	\$7,926,097,890	\$2,252,990,225
Drugs/Health Aids/Beauty Aids/Cosmetics	\$72,835,789	\$18,982,794	(\$53,852,995)	-74%	\$1,343,327,330	\$539,022,232	(\$804,305,097)	-60%	\$126,885,215,218	\$98,012,504,874	(\$28,872,710,344)
Retailer Services	\$15,770,118	\$4,214,701	(\$11,555,417)	-73%	\$294,161,487	\$137,594,851	(\$156,566,636)	-53%	\$28,221,569,509	\$28,107,394,569	(\$114,174,941)
Womens/Juniors/Misses Wear	\$17,951,008	\$5,126,071	(\$12,824,937)	-71%	\$332,212,900	\$209,675,892	(\$122,537,008)	-37%	\$31,819,106,169	\$31,731,244,620	(\$87,861,550)
Hardware/Tools/Plumbing/Electrical Supplies	\$8,196,233	\$2,374,486	(\$5,821,747)	-71%	\$151,639,963	\$88,287,027	(\$63,352,936)	-42%	\$14,311,171,334	\$16,035,634,466	\$1,724,463,133
Autos/Cars/Vans/Trucks/Motorcycles	\$79,578,222	\$23,098,067	(\$56,480,155)	-71%	\$1,488,088,105	\$695,375,642	(\$792,712,463)	-53%	\$140,606,993,148	\$134,494,858,664	(\$6,112,134,484)
Dimensional Lumber/Other Building Materials	\$11,339,895	\$3,504,549	(\$7,835,345)	-69%	\$210,859,036	\$125,011,481	(\$85,847,555)	-41%	\$20,104,708,743	\$22,725,459,498	\$2,620,750,755
Curtains/Draperies/Slipcovers/Bed/Coverings	\$2,430,240	\$756,192	(\$1,674,048)	-69%	\$45,204,061	\$28,353,472	(\$16,850,589)	-37%	\$4,413,148,643	\$5,370,680,441	\$957,531,798
Paints/Sundries/Wallpaper/Wall Coverings	\$2,055,440	\$654,145	(\$1,401,295)	-68%	\$38,074,537	\$22,887,911	(\$15,186,626)	-40%	\$3,599,140,287	\$4,151,730,866	\$552,590,579
Automotive Tires/Tubes/Batteries/Parts	\$16,604,263	\$5,511,538	(\$11,092,725)	-67%	\$307,242,034	\$155,451,517	(\$151,790,517)	-49%	\$28,923,289,891	\$24,818,975,591	(\$4,104,314,300)
Mens Wear	\$7,002,520	\$2,347,203	(\$4,655,317)	-66%	\$130,714,985	\$91,878,040	(\$38,836,946)	-30%	\$12,549,205,818	\$14,052,582,048	\$1,503,376,229
Sporting Goods (incl Bicycles/Sports Vehicles)	\$5,306,224	\$2,118,482	(\$3,187,742)	-60%	\$99,342,384	\$57,982,479	(\$41,359,905)	-42%	\$9,477,265,767	\$11,260,818,135	\$1,783,552,368
Toys/Hobby Goods/Games	\$2,813,397	\$1,155,725	(\$1,657,672)	-59%	\$52,348,554	\$34,449,928	(\$17,898,626)	-34%	\$4,953,405,553	\$6,388,916,732	\$1,437,511,179
Packaged Liquor/Wine/Beer	\$9,570,693	\$3,953,060	(\$5,617,632)	-59%	\$177,335,213	\$107,984,201	(\$69,351,012)	-39%	\$16,796,421,649	\$16,717,134,344	(\$79,287,305)
Groceries/Other Food Items (Off Premises)	\$77,255,064	\$38,127,268	(\$39,127,796)	-51%	\$1,430,204,321	\$1,003,939,396	(\$426,264,925)	-30%	\$135,228,920,123	\$125,602,539,712	(\$9,626,380,411)
Childrens Wear/Infants/Toddlers Clothing	\$2,651,428	\$1,362,526	(\$1,288,902)	-49%	\$49,628,385	\$46,424,006	(\$3,204,379)	-6%	\$4,771,354,512	\$6,407,173,823	\$1,635,819,312
Cigars/Cigarettes/Tobacco/Accessories	\$6,040,830	\$3,244,628	(\$2,796,202)	-46%	\$110,082,682	\$90,800,918	(\$19,281,763)	-18%	\$10,317,429,352	\$12,185,520,674	\$1,868,091,322
Sewing/Knitting Materials/Supplies	\$280,830	\$164,318	(\$116,511)	-41%	\$4,991,819	\$3,128,739	(\$1,863,080)	-37%	\$479,676,181	\$563,533,017	\$83,856,836
Soaps/Detergents/Household Cleaners	\$2,277,168	\$1,379,032	(\$898,136)	-39%	\$42,050,458	\$35,156,236	(\$6,894,222)	-16%	\$4,034,747,173	\$5,105,897,568	\$1,071,150,395
Alcoholic Drinks Served at the Establishment	\$8,366,491	\$5,321,707	(\$3,044,784)	-36%	\$202,478,376	\$149,403,345	(\$53,075,031)	-26%	\$22,621,625,197	\$19,714,439,710	(\$2,907,185,487)
Paper/Related Products	\$2,000,054	\$1,333,182	(\$666,872)	-33%	\$36,789,751	\$31,826,003	(\$4,963,748)	-13%	\$3,499,361,440	\$4,607,335,209	\$1,107,973,769
Optical Goods (incl Eyeglasses, Sunglasses)	\$1,084,611	\$921,009	(\$163,602)	-15%	\$20,085,287	\$19,222,854	(\$862,433)	-4%	\$1,979,434,128	\$2,489,490,530	\$510,056,402
Meats/Nonalcoholic Beverages	\$41,520,640	\$35,474,516	(\$6,046,123)	-15%	\$857,356,682	\$854,547,081	(\$2,809,601)	0%	\$88,437,611,143	\$96,555,267,352	\$8,117,656,208
Automotive Fuels	\$35,171,127	\$32,014,472	(\$3,156,655)	-9%	\$652,375,347	\$840,845,358	\$188,470,012	29%	\$61,202,584,268	\$87,655,167,478	\$26,452,583,210
Household Fuels (incl Oil, LP gas, Wood, Coal)	\$992,914	\$1,351,808	\$358,893	36%	\$18,264,438	\$23,766,646	\$5,502,208	30%	\$1,715,218,448	\$2,557,929,777	\$842,711,329



Marina CA	Monterey County CA	California
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Data for this report is provided via the Market Outlook database from Synergos Technologies, Inc (STI).

Market Outlook is based on the following -

- the Consumer Expenditure Survey (CE), a program of the Bureau of Labor Statistics (BLS);
- the U.S. Census Bureau's monthly and annual Retail Trade (CRT) reports;
- the Census Bureau's Economic Census; with supporting demographic data from STI: PopStats data and STI: WorkPlace.

Market Outlook data covers 31 leading retail segments and 40 major product and service lines.

The difference between demand and supply represents the opportunity gap or surplus available for each retail outlet cited on the Market Outlook report for the specified trade area or reporting geography. When the demand is greater than (or less than) the supply, there is an opportunity gap (or surplus) for that retail outlet. In other words, a negative value signifies an opportunity gap where the Consumer Demand is higher than the Market Supply, while a positive value signifies a surplus.

Consumer Demand/Market Supply Index:

n = 100 (Equilibrium)

n > 100 suggests demand is not being fully met within the market, consumers are leaving the area to shop

n < 100 suggests supply exceeds demand, attracting consumers from outside the defined area

Household Segmentation Profile

Market: City/County/State

Date: 1/23/2025

TOTAL HOUSEHOLDS	7,941	100%	132,952	100%	13,579,479	100%
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Segment Group	Cluster Name	Marina CA		Monterey County CA		California	
1A Top Shelf		434	5.5%	5,620	4.2%	1,000,983	7.4%
	01 One Percenters	0	0.0%	3,572	2.7%	236,771	1.7%
	02 Peak Performers	434	5.5%	2,037	1.5%	703,612	5.2%
	03 Second City Achievers	0	0.0%	11	0.0%	60,600	0.4%
1B Affluent Suburbia		0	0.0%	10	0.0%	819,810	6.0%
	04 Young Success	0	0.0%	0	0.0%	494,775	3.6%
	05 Affluent Parents	0	0.0%	10	0.0%	142,515	1.0%
	06 Best of Both Worlds	0	0.0%	0	0.0%	126,442	0.9%
	09 Successful Urban Commuters	0	0.0%	0	0.0%	56,078	0.4%
2A New Suburban Families		0	0.0%	35	0.0%	543,548	4.0%
	17 New American Dreams	0	0.0%	35	0.0%	78,657	0.6%
	21 New Suburban Style	0	0.0%	0	0.0%	384,570	2.8%
	34 Midwestern Comforts	0	0.0%	0	0.0%	21,369	0.2%
	42 Rising Fortunes	0	0.0%	0	0.0%	58,952	0.4%
2B Older Empty Nest Families		0	0.0%	270	0.2%	283,031	2.1%
	12 Mainstream Established Suburbs	0	0.0%	1	0.0%	84,248	0.6%
	15 Comfortable Retirement	0	0.0%	263	0.2%	128,028	0.9%
	18 Small Town Middle Managers	0	0.0%	3	0.0%	7,077	0.1%
	33 Noreasters	0	0.0%	3	0.0%	55,788	0.4%
	41 All-American	0	0.0%	0	0.0%	7,890	0.1%
3A Mid-Income Rural		1	0.0%	2,771	2.1%	690,941	5.1%
	13 Cowboy Country	0	0.0%	2,737	2.1%	509,954	3.8%
	16 Spacious Suburbs	1	0.0%	20	0.0%	22,089	0.2%
	20 Strong Individualists	0	0.0%	9	0.0%	142,083	1.0%
	51 Low Cost Rural	0	0.0%	5	0.0%	16,815	0.1%
3B Urbanites		29	0.4%	2,387	1.8%	731,269	5.4%
	38 Middle America	0	0.0%	0	0.0%	10,723	0.1%
	44 Pacific Second City	29	0.4%	926	0.7%	548,236	4.0%
	45 Northern Perseverance	0	0.0%	3	0.0%	22,203	0.2%
	58 Urban Crowd	0	0.0%	1,458	1.1%	150,107	1.1%
3C Older Mid-Income Households		0	0.0%	173	0.1%	206,610	1.5%
	46 Individual Singles	0	0.0%	1	0.0%	22,483	0.2%
	49 Retirement	0	0.0%	172	0.1%	184,127	1.4%
4A Rising Middle Income Families		4,546	57.2%	36,467	27.4%	2,885,817	21.3%
	07 Upscale Diversity	0	0.0%	7	0.0%	288,262	2.1%
	08 Living the Dream	3	0.0%	411	0.3%	192,745	1.4%
	10 Emerging Leaders	24	0.3%	28,578	21.5%	1,014,276	7.5%
	11 West Coast Affluence	4,519	56.9%	7,471	5.6%	1,390,534	10.2%
4B Young Aspirations		1,848	23.3%	76,841	57.8%	2,031,442	15.0%
	14 American Playgrounds	1	0.0%	113	0.1%	155,237	1.1%
	19 Outer Suburban Affluence	0	0.0%	0	0.0%	6,368	0.0%
	22 Up and Coming Suburban Diversity	2	0.0%	2	0.0%	79,898	0.6%
	35 Generational Dreams	1,170	14.7%	74,850	56.3%	1,361,342	10.0%
	40 Beltway Commuters	676	8.5%	1,876	1.4%	428,597	3.2%



Uses the Personix household life stage segmentation system. More information about each cluster and lifestage group is available by clicking on the respective category.

Household Segmentation Profile

Market: City/County/State

Date: 1/23/2025

TOTAL HOUSEHOLDS 7,941 100% 132,952 100% 13,579,479 100%

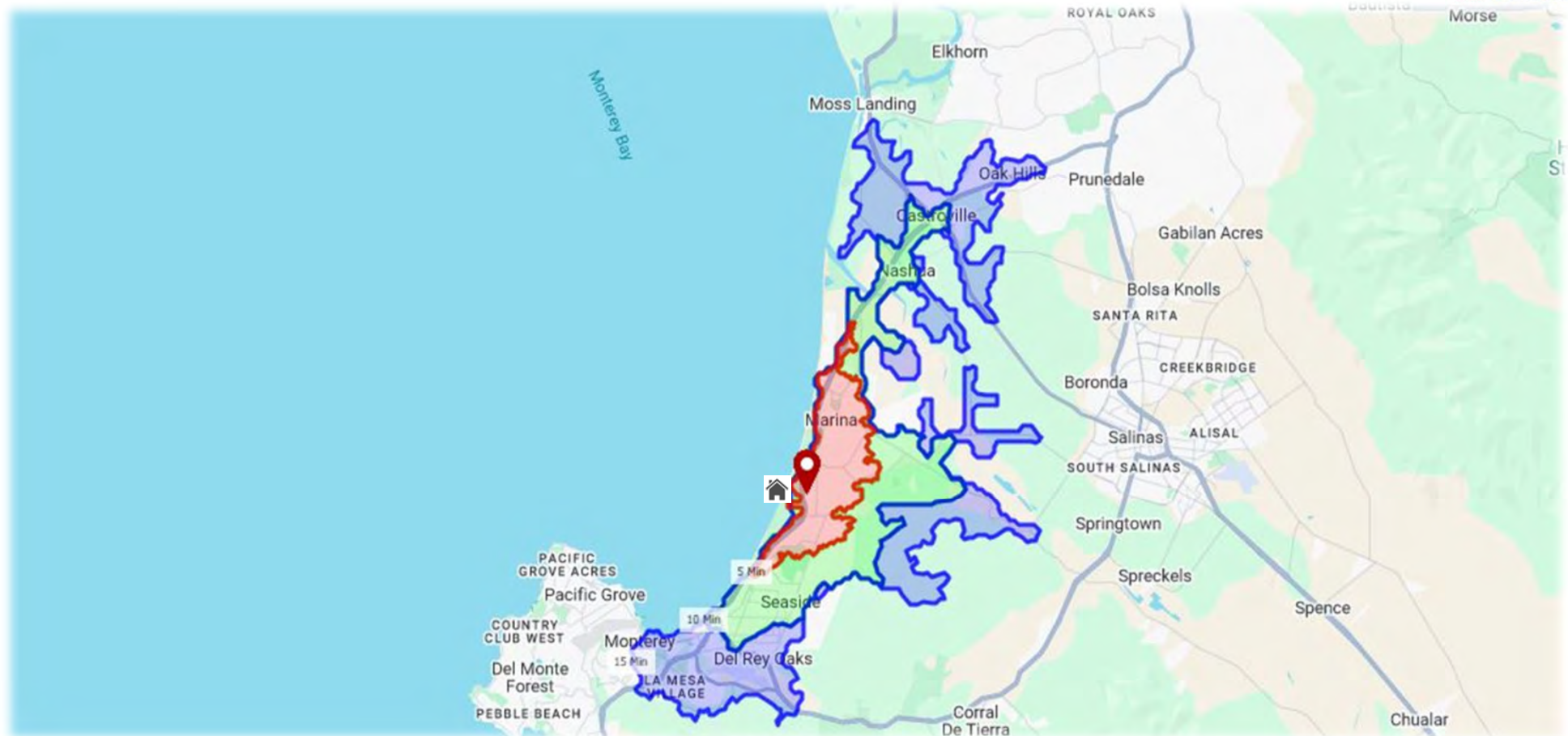
Segment Group	Cluster Name	Marina CA		Monterey County CA		California	
5A College Students and Recent Graduates		87	1.1%	600	0.5%	147,028	1.1%
	57 College Towns	87	1.1%	357	0.3%	35,651	0.3%
	67 Starting Out	0	0.0%	243	0.2%	111,377	0.8%
5B Middle America		0	0.0%	901	0.7%	354,524	2.6%
	26 High Density Diversity	0	0.0%	0	0.0%	167,059	1.2%
	36 Olde New England	0	0.0%	0	0.0%	16,770	0.1%
	39 Second City Beginnings	0	0.0%	890	0.7%	119,291	0.9%
	43 Classic Interstate Suburbia	0	0.0%	11	0.0%	51,404	0.4%
5C Upscale Young Singles and Couples		0	0.0%	1,641	1.2%	798,106	5.9%
	25 Tech-Savvy Group	0	0.0%	33	0.0%	153,650	1.1%
	27 Young Coastal Technocrats	0	0.0%	1,608	1.2%	644,456	4.7%
6A Ethnic and Small Town Groups		0	0.0%	2,322	1.7%	1,214,907	8.9%
	31 Latino Workforce	0	0.0%	1,075	0.8%	770,557	5.7%
	59 Hardworking Latino Families	0	0.0%	0	0.0%	312,044	2.3%
	60 Immigrant	0	0.0%	1,225	0.9%	97,553	0.7%
	64 Southern Cities	0	0.0%	20	0.0%	9,494	0.1%
	65 Small Towns	0	0.0%	2	0.0%	25,259	0.2%
6B Blue Collar Urbanites		991	12.5%	1,139	0.9%	1,016,025	7.5%
	28 Coastal Diversity	991	12.5%	1,110	0.8%	739,617	5.4%
	30 True Grit	0	0.0%	0	0.0%	22,871	0.2%
	32 Apartment Dwellers	0	0.0%	29	0.0%	253,537	1.9%
6C Industrial Remnants		0	0.0%	4	0.0%	56,551	0.4%
	63 Southern Small Towns	0	0.0%	0	0.0%	27,048	0.2%
	66 Metropolitan Blue Collar	0	0.0%	0	0.0%	1,169	0.0%
	68 Rust Belt	0	0.0%	4	0.0%	28,334	0.2%
7A Military and Blue Collar		0	0.0%	12	0.0%	94,433	0.7%
	61 Communal Living	0	0.0%	12	0.0%	33,163	0.2%
	62 Blue Collar Diversity	0	0.0%	0	0.0%	61,270	0.5%
7B Rural Working Blues		5	0.1%	1,431	1.1%	576,527	4.2%
	24 Remote Latino Neighborhoods	3	0.0%	1,149	0.9%	369,476	2.7%
	29 Metropolitan	0	0.0%	0	0.0%	77,302	0.6%
	47 Simply Southern	0	0.0%	42	0.0%	52,751	0.4%
	48 Tex-Mex	2	0.0%	195	0.1%	70,298	0.5%
	53 Classic Southerners	0	0.0%	4	0.0%	2,493	0.0%
	56 Blue Collar	0	0.0%	41	0.0%	4,207	0.0%
7C Ageing Small Town America		0	0.0%	328	0.2%	127,927	0.9%
	23 Long-Lasting Heartland	0	0.0%	22	0.0%	10,489	0.1%
	37 Industrial Town	0	0.0%	7	0.0%	14,998	0.1%
	50 Small Town	0	0.0%	4	0.0%	2,004	0.0%
	52 Great Open Country	0	0.0%	270	0.2%	23,796	0.2%
	54 Agricultural Areas	0	0.0%	24	0.0%	65,254	0.5%
	55 Mining Areas	0	0.0%	1	0.0%	11,386	0.1%



10th Street & 1st Ave. Marina, CA

EXHIBIT A INSIGHT MARKET ANALYTICS

Hdl® ECON Solutions



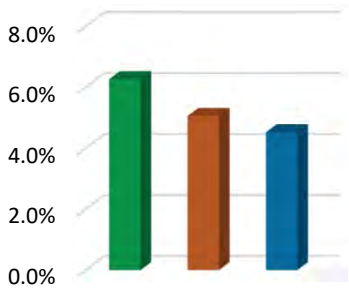
	5 Minutes	10 Minutes	15 Minutes
Population	24,598	57,036	87,446
Daytime Population	27,660	56,522	117,342
Households	7,938	18,470	29,862
Average Age	37.6	38	39
Average HH Income	\$114,850	\$108,842	\$117,626
White Collar (Residents)	63.8%	57.0%	58.7%
College Degree & Above	30.7%	27.1%	29.4%

Consumer Demographic Profile

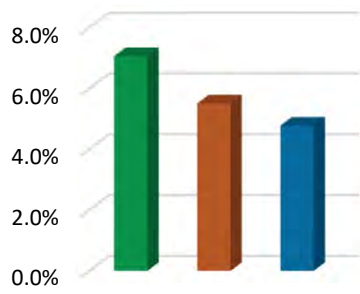
Site: Site 2 - 10th Street & Ist Ave.
 Date Report Created: 1/21/2025

	5 Min Drive		10 Min Drive		15 Min Drive	
	#	%	#	%	#	%
Market Stats						
Population	24,598	---	57,036	---	87,446	---
5 Year Projected Pop	26,139	---	59,921	---	91,402	---
Pop Growth (%)	6.3%	---	5.1%	---	4.5%	---
Households	7,938	---	18,470	---	29,862	---
5 Year Projected HHs	8,499	---	19,487	---	31,288	---
HH Growth (%)	7.1%	---	5.5%	---	4.8%	---
Census Stats						
2000 Population	19,573	---	50,428	---	77,804	---
2010 Population	24,335	---	56,644	---	86,999	---
Pop Growth (%)	24.3%	---	12.3%	---	11.8%	---
2000 Households	6,747	---	16,282	---	26,609	---
2010 Households	7,828	---	18,305	---	29,668	---
HH Growth (%)	16.0%	---	12.4%	---	11.5%	---
Total Population by Age						
Average Age	37.6		38.0		39.0	
19 yrs & under	6,054	24.6%	13,502	23.7%	20,041	22.9%
20 to 24 yrs	2,718	11.1%	6,008	10.5%	8,441	9.7%
25 to 34 yrs	3,720	15.1%	8,414	14.8%	12,650	14.5%
35 to 44 yrs	3,210	13.1%	7,908	13.9%	12,514	14.3%
45 to 54 yrs	2,568	10.4%	6,619	11.6%	10,032	11.5%
55 to 64 yrs	2,588	10.5%	6,230	10.9%	9,753	11.2%
65 to 74 yrs	2,258	9.2%	5,056	8.9%	8,249	9.4%
75 to 84 yrs	1,079	4.4%	2,390	4.2%	4,151	4.7%
85 + yrs	402	1.6%	909	1.6%	1,615	1.8%
Population Bases						
20-34 yrs	6,439	26.2%	14,422	25.3%	21,091	24.1%
45-64 yrs	5,156	21.0%	12,848	22.5%	19,784	22.6%
16 yrs +	20,166	82.0%	46,106	80.8%	70,686	80.8%
25 yrs +	15,826	64.3%	37,525	65.8%	58,964	67.4%
65 yrs +	3,739	15.2%	8,355	14.6%	14,016	16.0%
75 yrs +	1,481	6.0%	3,299	5.8%	5,767	6.6%
85 yrs +	402	1.6%	909	1.6%	1,615	1.8%

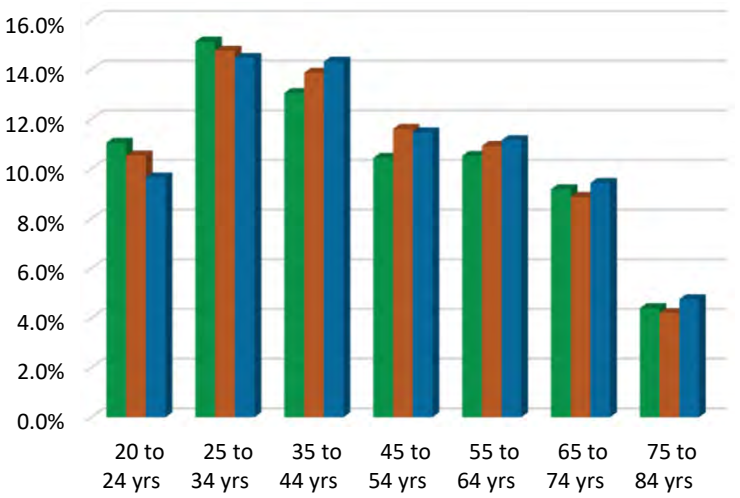
Pop Growth (%)



HH Growth (%)



Population by Age Group



Population by Race

White	9,088	36.9%	17,939	31.5%	30,828	35.3%
Hispanic	7,718	31.4%	23,788	41.7%	36,190	41.4%
Black	1,326	5.4%	3,170	5.6%	4,005	4.6%
Asian	3,926	16.0%	6,961	12.2%	9,189	10.5%

Ancestry

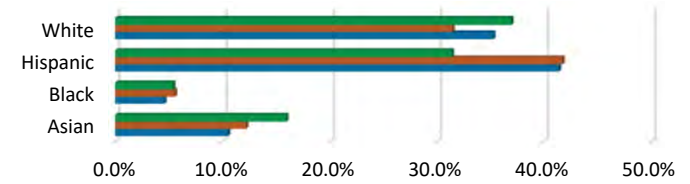
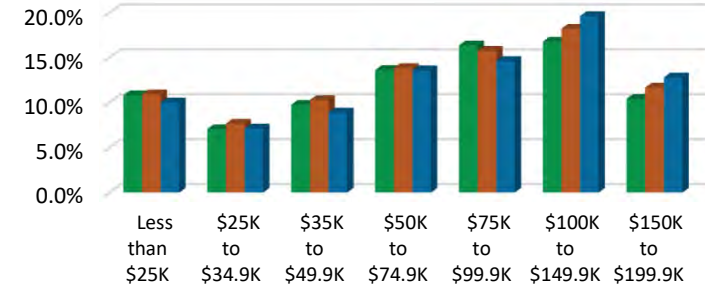
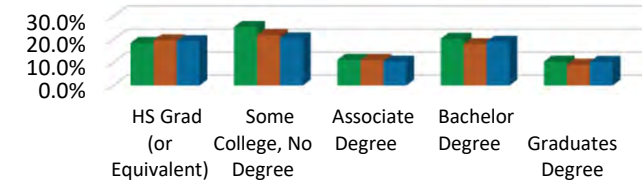
American Indian (ancestry)	70	0.3%	185	0.3%	281	0.3%
Hawaiian (ancestry)	430	1.7%	927	1.6%	1,113	1.3%

Household Income

Per Capita Income	\$37,063	---	\$35,245	---	\$40,168	---
Average HH Income	\$114,850	---	\$108,842	---	\$117,626	---
Median HH Income	\$87,785	---	\$86,156	---	\$92,294	---
Less than \$25K	859	10.8%	2,017	10.9%	2,997	10.0%
\$25K to \$34.9K	561	7.1%	1,415	7.7%	2,128	7.1%
\$35K to \$49.9K	774	9.8%	1,900	10.3%	2,662	8.9%
\$50K to \$74.9K	1,082	13.6%	2,558	13.8%	4,064	13.6%
\$75K to \$99.9K	1,299	16.4%	2,913	15.8%	4,371	14.6%
\$100K to \$149.9K	1,333	16.8%	3,365	18.2%	5,859	19.6%
\$150K to \$199.9K	827	10.4%	2,157	11.7%	3,820	12.8%
\$200K +	1,203	15.2%	2,144	11.6%	3,960	13.3%

Education

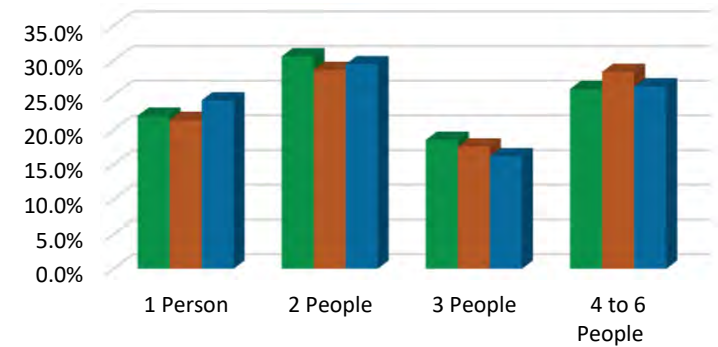
	15,826		37,525		58,964	
Less than 9th Grade	859	5.4%	3,890	10.4%	6,162	10.5%
Some HS, No Diploma	905	5.7%	2,506	6.7%	3,806	6.5%
HS Grad (or Equivalent)	2,933	18.5%	7,396	19.7%	11,376	19.3%
Some College, No Degree	4,036	25.5%	8,238	22.0%	12,133	20.6%
Associate Degree	1,768	11.2%	4,166	11.1%	6,137	10.4%
Bachelor Degree	3,218	20.3%	6,759	18.0%	11,246	19.1%
Graduates Degree	1,643	10.4%	3,398	9.1%	6,064	10.3%

Ethnic Breakdown**Household Income Levels - %****Education****EXHIBIT A**

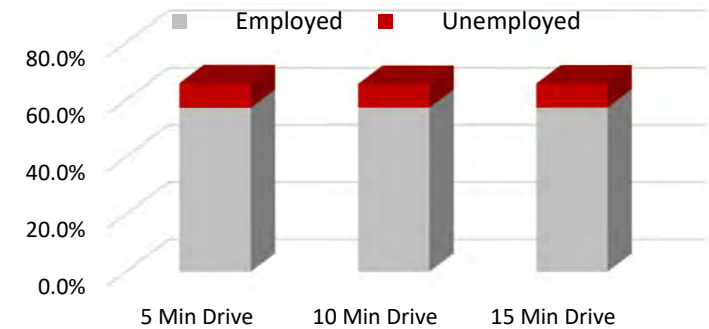
Family Structure	5,298		12,562		19,442	
Single - Male	302	5.7%	612	4.9%	958	4.9%
Single - Female	476	9.0%	1,293	10.3%	1,886	9.7%
Single Parent - Male	112	2.1%	497	4.0%	676	3.5%
Single Parent - Female	490	9.3%	1,379	11.0%	1,876	9.7%
Married w/ Children	1,570	29.6%	3,785	30.1%	6,104	31.4%
Married w/out Children	2,347	44.3%	4,997	39.8%	7,942	40.8%
Household Size						
1 Person	1,750	22.0%	3,964	21.5%	7,248	24.3%
2 People	2,429	30.6%	5,293	28.7%	8,801	29.5%
3 People	1,474	18.6%	3,250	17.6%	4,842	16.2%
4 to 6 People	2,057	25.9%	5,240	28.4%	7,844	26.3%
7+ People	229	2.9%	722	3.9%	1,126	3.8%
Home Ownership	7,938		18,470		29,862	
Owners	3,010	37.9%	6,991	37.9%	12,062	40.4%
Renters	4,928	62.1%	11,479	62.1%	17,799	59.6%
Components of Change						
Births	257	1.0%	615	1.1%	925	1.1%
Deaths	150	0.6%	344	0.6%	584	0.7%
Migration	228	0.9%	99	0.2%	17	0.0%
Employment (Pop 16+)	20,166		46,106		70,686	
Armed Services	450	2.2%	871	1.9%	1,536	2.2%
Civilian	13,280	65.9%	30,259	65.6%	46,520	65.8%
Employed	11,546	57.3%	26,429	57.3%	40,569	57.4%
Unemployed	1,735	8.6%	3,830	8.3%	5,951	8.4%
Not in Labor Force	6,886	34.1%	15,846	34.4%	24,166	34.2%
Employed Population	11,546		26,429		40,569	
White Collar	7,371	63.8%	15,058	57.0%	23,826	58.7%
Blue Collar	4,175	36.2%	11,371	43.0%	16,743	41.3%

EXHIBIT A

Household Size



Civilian Employment



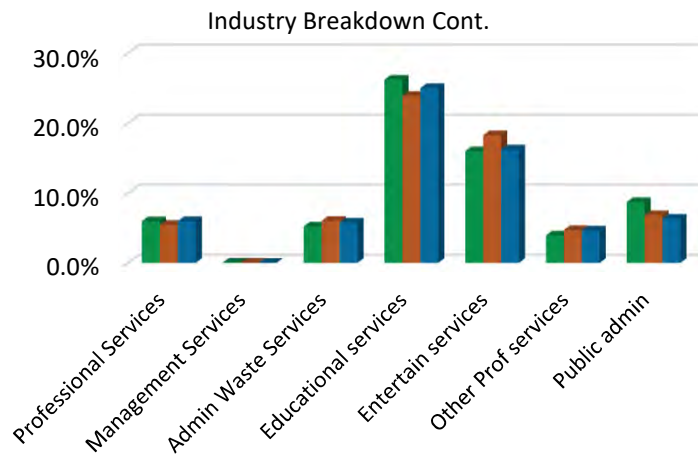
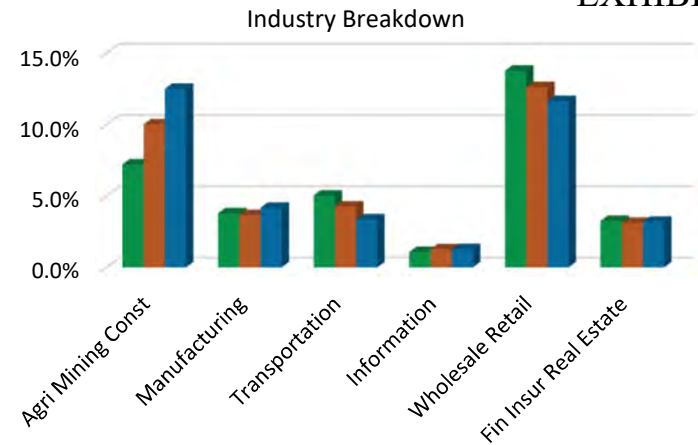
Employment By Occupation

	11,546		26,429		40,569
White Collar	7,371 63.8%		15,058 57.0%		23,826 58.7%
Managerial executive	1,291 11.2%		2,956 11.2%		5,297 13.1%
Prof specialty	3,270 28.3%		6,025 22.8%		9,683 23.9%
Healthcare support	349 3.0%		1,168 4.4%		1,650 4.1%
Sales	1,200 10.4%		2,430 9.2%		3,365 8.3%
Office Admin	1,261 10.9%		2,480 9.4%		3,831 9.4%
Blue Collar	4,175 36.2%		11,371 43.0%		16,743 41.3%
Protective	337 2.9%		575 2.2%		930 2.3%
Food Prep Serving	1,064 9.2%		2,855 10.8%		3,703 9.1%
Bldg Maint/Cleaning	636 5.5%		2,125 8.0%		2,636 6.5%
Personal Care	462 4.0%		1,055 4.0%		1,500 3.7%
Farming/Fishing/Forestry	83 0.7%		415 1.6%		1,177 2.9%
Construction	849 7.4%		2,236 8.5%		3,496 8.6%
Production Transp	743 6.4%		2,111 8.0%		3,301 8.1%

Employment By Industry

	11,546		26,429		40,569
Agri Mining Const	833 7.2%		2,650 10.0%		5,078 12.5%
Manufacturing	437 3.8%		970 3.7%		1,694 4.2%
Transportation	581 5.0%		1,128 4.3%		1,360 3.4%
Information	124 1.1%		335 1.3%		516 1.3%
Wholesale Retail	1,591 13.8%		3,341 12.6%		4,729 11.7%
Fin Insur Real Estate	376 3.3%		824 3.1%		1,296 3.2%
Professional Services	685 5.9%		1,434 5.4%		2,414 6.0%
Management Services	4 0.0%		6 0.0%		8 0.0%
Admin Waste Services	598 5.2%		1,583 6.0%		2,338 5.8%
Educational services	3,021 26.2%		6,301 23.8%		10,127 25.0%
Entertain services	1,842 16.0%		4,817 18.2%		6,571 16.2%
Other Prof services	451 3.9%		1,237 4.7%		1,879 4.6%
Public admin	1,002 8.7%		1,803 6.8%		2,558 6.3%

EXHIBIT A



Employment Profile

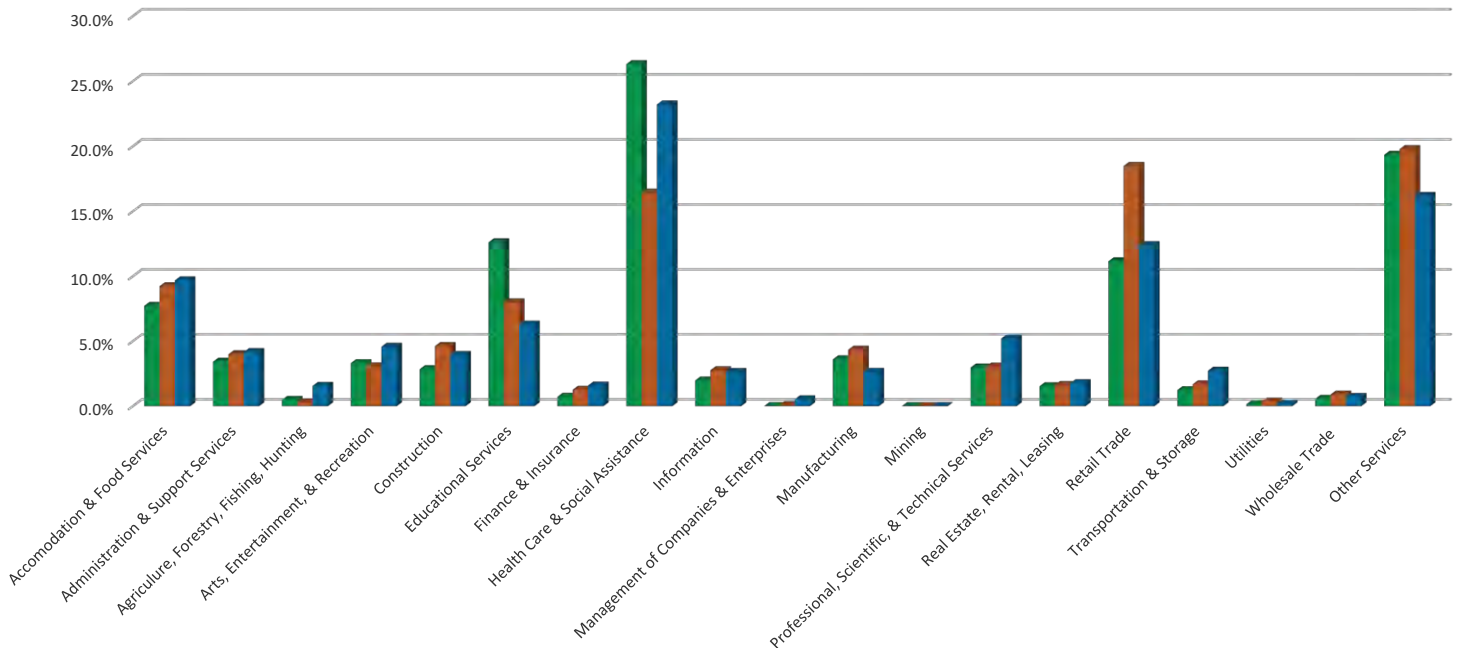
Site: Site 2 - 10th Street & 1st Ave.
Date Report Created: 1/21/2025

EXHIBIT A

	5 Min Drive		10 Min Drive		15 Min Drive	
Daytime Population	27,660		56,522		117,342	
Student Population	9,041		13,829		34,973	
Median Employee Salary	57,729		54,070		54,947	
Average Employee Salary	68,682		63,486		65,156	
Wages	#		#		#	
Salary/Wage per Employee per Annum						
Under \$15,000 CrYr	190	2.4%	559	3.1%	1,323	3.0%
15,000 to 30,000 CrYr	71	0.9%	186	1.0%	342	0.8%
30,000 to 45,000 CrYr	2,299	28.8%	5,793	32.2%	13,626	30.8%
45,000 to 60,000 CrYr	1,741	21.8%	4,106	22.8%	10,250	23.1%
60,000 to 75,000 CrYr	1,028	12.9%	2,301	12.8%	5,475	12.4%
75,000 to 90,000 CrYr	924	11.6%	1,903	10.6%	4,781	10.8%
90,000 to 100,000 CrYr	177	2.2%	426	2.4%	1,136	2.6%
Over 100,000 CrYr	1,558	19.5%	2,706	15.0%	7,344	16.6%

Industry Groups

Employees by Industry



	Establishments		Employee's		Establishments		Employee's		Establishments		Employee's	
	#	%	#	%	#	%	#	%	#	%	#	%
Total	671	100%	7,988	100%	1,597	100%	17,980	100%	3,540	100%	44,277	100%
Accommodation & Food Services	58	8.7%	617	7.7%	139	8.7%	1,660	9.2%	273	7.7%	4,289	9.7%
Administration & Support Services	21	3.2%	274	3.4%	59	3.7%	718	4.0%	129	3.7%	1,843	4.2%
Agriculture, Forestry, Fishing, Hunting	2	0.4%	38	0.5%	6	0.4%	52	0.3%	21	0.6%	692	1.6%
Arts, Entertainment, & Recreation	26	3.8%	265	3.3%	48	3.0%	551	3.1%	110	3.1%	2,025	4.6%
Construction	39	5.8%	228	2.8%	130	8.1%	832	4.6%	237	6.7%	1,747	3.9%
Educational Services	17	2.5%	1,008	12.6%	37	2.3%	1,437	8.0%	83	2.3%	2,780	6.3%
Finance & Insurance	22	3.3%	58	0.7%	62	3.9%	228	1.3%	155	4.4%	703	1.6%
Health Care & Social Assistance	137	20.4%	2,102	26.3%	242	15.1%	2,956	16.4%	721	20.4%	10,280	23.2%
Information	11	1.7%	158	2.0%	33	2.1%	498	2.8%	71	2.0%	1,165	2.6%
Management of Companies & Enterprises	0	0.0%	0	0.0%	1	0.0%	15	0.1%	6	0.2%	233	0.5%
Manufacturing	24	3.5%	288	3.6%	67	4.2%	782	4.3%	100	2.8%	1,169	2.6%
Mining	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	5	0.0%
Professional, Scientific, & Technical Services	36	5.3%	238	3.0%	88	5.5%	549	3.1%	358	10.1%	2,306	5.2%
Real Estate, Rental, Leasing	44	6.6%	123	1.5%	79	4.9%	294	1.6%	171	4.8%	781	1.8%
Retail Trade	89	13.2%	891	11.2%	252	15.8%	3,325	18.5%	422	11.9%	5,492	12.4%
Transportation & Storage	14	2.1%	99	1.2%	34	2.1%	302	1.7%	68	1.9%	1,209	2.7%
Utilities	1	0.1%	11	0.1%	3	0.2%	62	0.3%	4	0.1%	75	0.2%
Wholesale Trade	12	1.8%	45	0.6%	33	2.1%	161	0.9%	53	1.5%	314	0.7%
Other Services	118	17.5%	1,546	19.3%	286	17.9%	3,557	19.8%	560	15.8%	7,168	16.2%

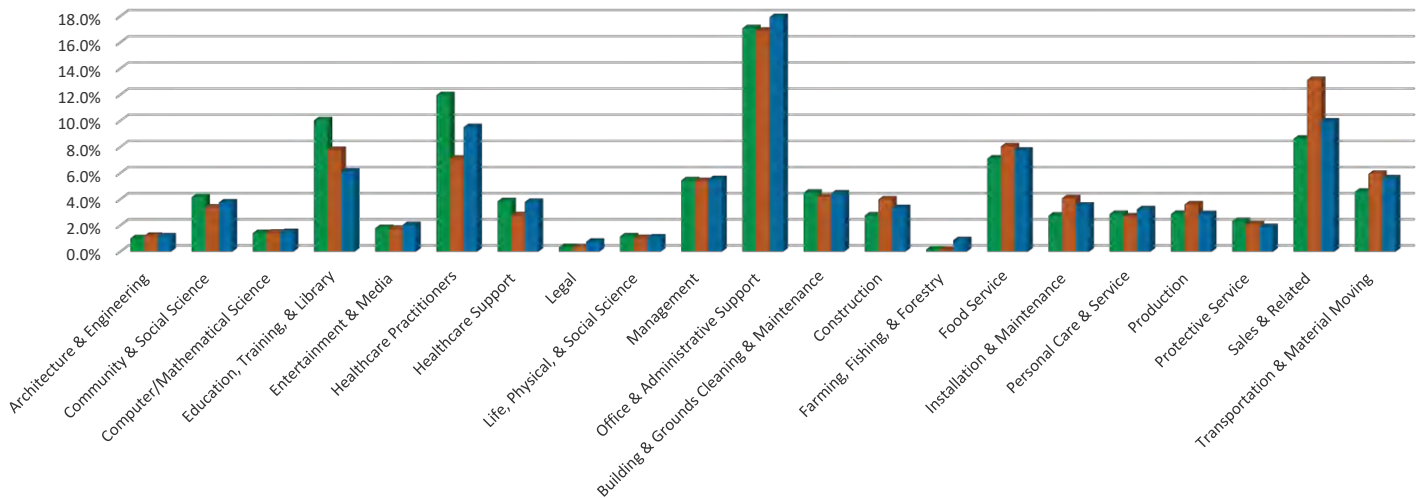


Employment Profile

Site: Site 2 - 10th Street & 1st Ave.
Date Report Created: 1/21/2025

	5 Min Drive		10 Min Drive		15 Min Drive	
Occupations	# of Employee's		# of Employee's		# of Employee's	
White Collar	4,874	61.0%	9,331	51.9%	24,856	56.1%
Architecture & Engineering	81	1.0%	214	1.2%	511	1.2%
Community & Social Science	332	4.2%	605	3.4%	1,661	3.8%
Computer/Mathematical Science	113	1.4%	259	1.4%	656	1.5%
Education, Training, & Library	802	10.0%	1,397	7.8%	2,712	6.1%
Entertainment & Media	143	1.8%	313	1.7%	895	2.0%
Healthcare Practitioners	956	12.0%	1,276	7.1%	4,215	9.5%
Healthcare Support	308	3.9%	498	2.8%	1,681	3.8%
Legal	27	0.3%	58	0.3%	330	0.7%
Life, Physical, & Social Science	92	1.2%	184	1.0%	473	1.1%
Management	435	5.4%	969	5.4%	2,452	5.5%
Office & Administrative Support	1,365	17.1%	3,036	16.9%	7,940	17.9%
Blue Collar	3,078	38.5%	8,602	47.8%	19,194	43.3%
Building & Grounds Cleaning & Maintenance	359	4.5%	751	4.2%	1,964	4.4%
Construction	221	2.8%	716	4.0%	1,470	3.3%
Farming, Fishing, & Forestry	12	0.1%	23	0.1%	384	0.9%
Food Service	568	7.1%	1,446	8.0%	3,416	7.7%
Installation & Maintenance	219	2.7%	734	4.1%	1,553	3.5%
Personal Care & Service	229	2.9%	482	2.7%	1,429	3.2%
Production	230	2.9%	648	3.6%	1,265	2.9%
Protective Service	186	2.3%	375	2.1%	828	1.9%
Sales & Related	689	8.6%	2,359	13.1%	4,405	9.9%
Transportation & Material Moving	365	4.6%	1,068	5.9%	2,479	5.6%
Military Services	37	0.5%	46	0.3%	227	0.5%

Employees by Occupation



Employee Totals and History	#	#	#
Current	7,988	17,980	44,277
2024 Q1	7,714	17,237	42,236
2023 Q4	7,884	18,182	45,415
2023 Q3	8,097	18,073	44,377
2023 Q2	6,796	15,095	36,966
2023 Q1	7,683	17,203	42,380
2022 Q4	7,616	18,200	46,489
2022 Q3	7,941	18,429	46,331
2022 Q2	6,935	15,384	37,459

Consumer Demand & Market Supply Assessment

Site:

Site 2 - 10th St & 1st Ave

Date Report Created:

1/21/2025

EXHIBIT A

Demographics

Population
5-Year Population estimate
Population Households
Group Quarters Population
Households
5-Year Households estimate
WorkPlace Establishments
Workplace Employees
Median Household Income

24,598
26,139
22,114
2,484
7,938
8,499
671
7,988
\$87,785

57,036
59,921
54,222
2,814
18,470
19,487
1,597
17,980
\$86,156

87,446
91,402
84,388
3,058
29,862
31,288
3,540
44,277
\$92,294

By Establishments

Furniture Stores
Lawn/Garden Equipment/Supplies Stores
Jewelry/Luggage/Leather Goods
Used Merchandise Stores
Electronic Shopping/Mail Order Houses
Vending Machine Operators (Non-Store)
Other Motor Vehicle Dealers
Other Misc. Store Retailers
Shoe Stores
Automotive Dealers
Book/Periodical/Music Stores
Home Furnishing Stores
Clothing Stores
Electronics/Appliance
Bar/Drinking Places (Alcoholic Beverages)
Building Material/Supplies Dealers
Office Supplies/Stationary/Gift
Florists/Misc. Store Retailers
Beer/Wine/Liquor Stores
Grocery Stores
Other General Merchandise Stores
Automotive Parts/Accessories/Tire
Department Stores
Sporting Goods/Hobby/Musical Instrument
Direct Selling Establishments
Health/Personal Care Stores
Special Food Services
Full-Service Restaurants
Gasoline Stations
Limited-Service Eating Places
Specialty Food Stores

\$5,399,326
\$3,086,357
\$2,582,395
\$1,507,828
\$101,393,124
\$3,515,776
\$6,219,334
\$7,880,316
\$2,657,409
\$90,499,510
\$1,141,268
\$4,506,450
\$18,295,912
\$5,935,095
\$1,202,840
\$28,209,233
\$1,992,250
\$761,140
\$4,308,807
\$49,303,651
\$51,303,538
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\$8,400,975
\$6,059,346
\$2,780,197
\$25,006,708
\$3,772,751
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\$38,349,616
\$22,020,794
\$2,705,912

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\$1,032,835
\$412,479
\$19,606,865
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\$5,260,369
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\$411,751
\$9,696,647
\$685,680
\$284,332
\$1,642,305
\$21,996,854
\$25,727,219
\$4,323,438
\$5,474,444
\$3,948,643
\$1,837,521
\$16,758,052
\$2,613,873
\$16,160,783
\$30,108,026
\$19,295,647
\$5,008,531

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(\$2,244,930)
(\$70,892,645)
(\$889,779)
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(\$13,035,543)
(\$4,047,405)
(\$791,089)
(\$18,512,586)
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(\$942,676)
(\$8,248,656)
(\$1,158,878)
(\$4,768,307)
(\$8,241,590)
(\$2,725,147)

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\$8,671,558
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\$14,849,099
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\$69,385,945
\$4,915,366
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\$10,592,748
\$121,404,922
\$126,405,261
\$19,371,830
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\$61,716,814
\$9,483,849
\$53,253,775
\$94,599,544
\$55,353,111
\$6,662,344

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\$847,970
\$1,021,745
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\$300,991,899
\$1,089,786
\$2,322,843
\$15,969,618
\$6,544,780
\$1,647,005
\$40,689,056
\$3,593,855
\$911,926
\$3,608,407
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\$43,490,852
\$6,856,272
\$3,649,226
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\$16,001,512
\$44,254,383
\$88,235,534
\$47,328,572
\$15,507,736

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(\$951,885)
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(\$15,791,160)
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(\$3,198,368)
(\$17,635,397)
\$6,517,663
(\$8,999,392)
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\$29,395,924
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\$338,716,680
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\$16,848,247
\$68,383,553
\$25,263,892
\$6,439,569
\$105,392,807
\$7,741,599
\$2,844,506
\$16,184,286
\$184,888,338
\$192,741,322
\$29,341,484
\$31,482,450
\$22,672,738
\$10,428,255
\$93,498,048
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\$13,399,092
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\$4,973,865
\$39,860,551
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\$10,609,022
\$60,454,573
\$5,684,754
\$3,156,529
\$7,830,945
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\$129,125,864
\$26,902,893
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\$15,516,559
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(\$41,949,532)
(\$63,615,458)
(\$2,438,591)
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(\$6,242,791)
\$4,973,074
\$39,710,879
\$10,370,915
\$20,234,790
\$6,064,844
\$15,415,890

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116%
-32%
-60%
5%
240%
10%
14%
6%
152%

Consumer Demand/Market Supply Index **\$529,568,268** **\$196,148,829** **270** **\$1,308,531,287** **\$908,867,092** **144** **\$2,043,232,438** **\$1,690,967,937** **121**



Consumer Demand & Market Supply Assessment

Site:

Site 2 - 10th St & 1st Ave

Date Report Created:

1/21/2025

EXHIBIT A

By Major Product Lines

	5 Min Drive				10 Min Drive				15 Min Drive			
	Consumer Demand	Market Supply	Opportunity Gap/Surplus		Consumer Demand	Market Supply	Opportunity Gap/Surplus		Consumer Demand	Market Supply	Opportunity Gap/Surplus	
Computer Hardware/Software/Supplies	\$10,841,411	\$494,283	(\$10,347,128)	-95%	\$28,702,130	\$1,863,028	(\$26,839,103)	-94%	\$62,584,045	\$16,018,496	(\$46,565,549)	-74%
Furniture/Sleep/Outdoor/Patio Furniture	\$15,964,742	\$1,016,632	(\$14,948,111)	-94%	\$39,111,137	\$11,647,691	(\$27,463,446)	-70%	\$59,702,189	\$29,771,540	(\$29,930,649)	-50%
Jewelry (including Watches)	\$4,394,832	\$418,110	(\$3,976,722)	-90%	\$10,767,638	\$2,876,202	(\$7,891,435)	-73%	\$16,428,167	\$10,605,646	(\$5,822,521)	-35%
All Other Merchandise	\$23,075,704	\$2,862,106	(\$20,213,598)	-88%	\$56,545,783	\$12,848,357	(\$43,697,426)	-77%	\$86,042,163	\$44,398,732	(\$41,643,431)	-48%
Audio Equipment/Musical Instruments	\$3,426,404	\$443,371	(\$2,983,033)	-87%	\$8,431,044	\$1,548,520	(\$6,882,524)	-82%	\$12,802,687	\$5,822,417	(\$6,980,269)	-55%
Books/Periodicals	\$1,990,744	\$280,484	(\$1,710,261)	-86%	\$4,915,943	\$1,258,407	(\$3,657,536)	-74%	\$7,455,297	\$5,433,481	(\$2,021,816)	-27%
Lawn/Garden/Farm Equipment/Supplies	\$8,575,345	\$1,617,057	(\$6,958,288)	-81%	\$20,998,295	\$9,693,985	(\$11,304,310)	-54%	\$32,051,865	\$23,522,440	(\$8,529,425)	-27%
Pets/Pet Foods/Pet Supplies	\$4,750,675	\$897,062	(\$3,853,613)	-81%	\$11,603,511	\$4,579,981	(\$7,023,529)	-61%	\$17,724,327	\$8,946,878	(\$8,777,449)	-50%
Footwear, including Accessories	\$7,403,219	\$1,415,703	(\$5,987,517)	-81%	\$18,245,312	\$6,742,408	(\$11,502,904)	-63%	\$27,806,577	\$18,752,594	(\$9,053,983)	-33%
Kitchenware/Home Furnishings	\$6,922,627	\$1,323,903	(\$5,598,725)	-81%	\$17,064,097	\$5,480,522	(\$11,583,574)	-68%	\$25,917,445	\$15,898,161	(\$10,019,283)	-39%
Small Electric Appliances	\$1,307,834	\$281,883	(\$1,025,951)	-78%	\$3,196,184	\$1,337,650	(\$1,858,533)	-58%	\$4,869,761	\$3,435,499	(\$1,434,261)	-29%
Autos/Cars/Vans/Trucks/Motorcycles	\$80,029,205	\$17,332,688	(\$62,696,517)	-78%	\$196,707,466	\$261,414,292	\$64,706,827	33%	\$299,603,248	\$313,517,977	\$13,914,729	5%
Retailer Services	\$15,863,302	\$3,633,592	(\$12,229,710)	-77%	\$38,739,613	\$33,247,280	(\$5,492,333)	-14%	\$59,240,551	\$48,461,862	(\$10,778,689)	-18%
Major Household Appliances	\$1,979,540	\$472,828	(\$1,506,712)	-76%	\$4,787,630	\$2,027,702	(\$2,759,928)	-58%	\$7,362,229	\$3,339,590	(\$4,022,640)	-55%
Automotive Lubricants (incl Oil, Greases)	\$1,979,540	\$472,828	(\$1,506,712)	-76%	\$4,787,630	\$2,027,702	(\$2,759,928)	-58%	\$7,362,229	\$3,339,590	(\$4,022,640)	-55%
Photographic Equipment/Supplies	\$504,718	\$123,434	(\$381,284)	-76%	\$1,252,166	\$502,002	(\$750,164)	-60%	\$1,894,684	\$1,028,872	(\$865,812)	-46%
Womens/Juniors/Misses Wear	\$18,007,652	\$4,447,201	(\$13,560,451)	-75%	\$44,169,481	\$18,616,643	(\$25,552,838)	-58%	\$67,173,758	\$50,632,164	(\$16,541,593)	-25%
Televisions/VCR/Video Cameras/DVD etc	\$3,199,620	\$791,680	(\$2,407,940)	-75%	\$7,909,267	\$3,399,406	(\$4,509,861)	-57%	\$12,016,296	\$7,056,943	(\$4,959,353)	-41%
Drugs/Health Aids/Beauty Aids/Cosmetics	\$72,774,442	\$18,735,884	(\$54,038,558)	-74%	\$179,712,337	\$59,249,878	(\$120,462,459)	-67%	\$272,125,995	\$165,206,696	(\$106,919,299)	-39%
Floor/Floor Coverings	\$3,954,766	\$1,054,381	(\$2,900,385)	-73%	\$9,760,113	\$3,762,564	(\$5,997,549)	-61%	\$14,792,852	\$7,020,313	(\$7,772,539)	-53%
Mens Wear	\$7,042,798	\$2,107,160	(\$4,935,638)	-70%	\$17,341,165	\$8,940,154	(\$8,401,011)	-48%	\$26,347,895	\$23,305,932	(\$3,041,963)	-12%
Curtains/Draperies/Slipcovers/Bed/Coverings	\$2,448,024	\$742,291	(\$1,705,733)	-70%	\$5,959,311	\$3,521,255	(\$2,438,056)	-41%	\$9,122,854	\$8,132,548	(\$990,306)	-11%
Automotive Tires/Tubes/Batteries/Parts	\$16,619,786	\$5,131,734	(\$11,488,052)	-69%	\$41,091,535	\$29,668,597	(\$11,422,938)	-28%	\$62,199,142	\$48,543,337	(\$13,655,805)	-22%
Hardware/Tools/Plumbing/Electrical Supplies	\$8,210,642	\$2,775,337	(\$5,435,305)	-66%	\$20,240,293	\$11,883,076	(\$8,357,217)	-41%	\$30,621,169	\$19,744,269	(\$10,876,901)	-36%
Dimensional Lumber/Other Building Materials	\$11,377,341	\$4,216,569	(\$7,160,771)	-63%	\$27,999,337	\$17,694,056	(\$10,305,281)	-37%	\$42,539,746	\$26,360,708	(\$16,179,037)	-38%
Paints/Sundries/Wallpaper/Wall Coverings	\$2,060,766	\$781,200	(\$1,279,566)	-62%	\$5,087,261	\$3,292,717	(\$1,794,545)	-35%	\$7,711,548	\$4,878,141	(\$2,833,407)	-37%
Packaged Liquor/Wine/Beer	\$9,604,494	\$3,897,105	(\$5,707,389)	-59%	\$23,573,854	\$11,712,037	(\$11,861,818)	-50%	\$35,881,790	\$23,680,282	(\$12,201,508)	-34%
Toys/Hobby Goods/Games	\$2,827,605	\$1,172,113	(\$1,655,492)	-59%	\$6,978,106	\$4,095,846	(\$2,882,260)	-41%	\$10,587,634	\$10,367,474	(\$220,161)	-2%
Sporting Goods (incl Bicycles/Sports Vehicles)	\$5,349,164	\$2,246,119	(\$3,103,045)	-58%	\$13,169,022	\$5,376,052	(\$7,792,970)	-59%	\$20,043,981	\$17,134,193	(\$2,909,788)	-15%
Childrens Wear/Infants/Toddlers Clothing	\$2,686,216	\$1,212,418	(\$1,473,798)	-55%	\$6,651,879	\$5,774,639	(\$877,239)	-13%	\$10,099,012	\$12,168,037	\$2,069,025	20%
Groceries/Other Food Items (Off Premises)	\$77,340,951	\$36,945,249	(\$40,395,702)	-52%	\$190,338,143	\$132,233,247	(\$58,104,895)	-31%	\$289,093,918	\$226,247,529	(\$62,846,390)	-22%
Cigars/Cigarettes/Tobacco/Accessories	\$6,008,206	\$3,099,019	(\$2,909,187)	-48%	\$14,910,975	\$10,863,507	(\$4,047,469)	-27%	\$22,390,911	\$18,528,825	(\$3,862,086)	-17%
Soaps/Detergents/Household Cleaners	\$2,273,220	\$1,384,472	(\$888,748)	-39%	\$5,614,283	\$5,792,517	\$178,233	3%	\$8,506,081	\$8,854,974	\$348,893	4%
Alcoholic Drinks Served at the Establishment	\$8,457,157	\$5,304,555	(\$3,152,602)	-37%	\$22,078,703	\$15,129,120	(\$6,949,584)	-31%	\$46,343,732	\$43,365,329	(\$2,978,404)	-6%
Sewing/Knitting Materials/Supplies	\$277,107	\$174,238	(\$102,869)	-37%	\$674,522	\$415,834	(\$258,688)	-38%	\$1,019,737	\$884,356	(\$135,382)	-13%
Paper/Related Products	\$1,996,740	\$1,318,382	(\$678,358)	-34%	\$4,917,877	\$5,564,656	\$646,779	13%	\$7,442,125	\$8,150,884	\$708,760	10%
Meats/Nonalcoholic Beverages	\$41,829,223	\$34,330,329	(\$7,498,894)	-18%	\$105,110,400	\$98,419,050	(\$6,691,350)	-6%	\$182,733,232	\$241,510,292	\$58,777,060	32%
Automotive Fuels	\$35,260,133	\$28,999,890	(\$6,260,243)	-18%	\$86,961,325	\$88,390,302	\$1,428,977	2%	\$132,004,883	\$157,476,860	\$25,471,976	19%
Optical Goods (incl Eyeglasses, Sunglasses)	\$1,087,909	\$912,388	(\$175,521)	-16%	\$2,659,212	\$2,776,048	\$116,836	4%	\$4,059,699	\$5,692,216	\$1,632,517	40%
Household Fuels (incl Oil, LP gas, Wood, Coal)	\$989,511	\$1,340,034	\$350,524	35%	\$2,438,064	\$2,942,186	\$504,122	21%	\$3,690,133	\$3,751,350	\$61,217	2%

5 Min Drive

10 Min Drive

15 Min Drive

Data for this report is provided via the Market Outlook database from Synergos Technologies, Inc (STI).

Market Outlook is based on the following -

- the Consumer Expenditure Survey (CE), a program of the Bureau of Labor Statistics (BLS);
- the U.S. Census Bureau's monthly and annual Retail Trade (CRT) reports;
- the Census Bureau's Economic Census; with supporting demographic data from STI: PopStats data and STI: WorkPlace.

Market Outlook data covers 31 leading retail segments and 40 major product and service lines.

The difference between demand and supply represents the opportunity gap or surplus available for each retail outlet cited on the Market Outlook report for the specified trade area or reporting geography. When the demand is greater than (or less than) the supply, there is an opportunity gap (or surplus) for that retail outlet. In other words, a negative value signifies an opportunity gap where the Consumer Demand is higher than the Market Supply, while a positive value signifies a surplus.

Consumer Demand/Market Supply Index:

$n = 100$ (Equilibrium)

$n > 100$ suggests demand is not being fully met within the market, consumers are leaving the area to shop

$n < 100$ suggests supply exceeds demand, attracting consumers from outside the defined area



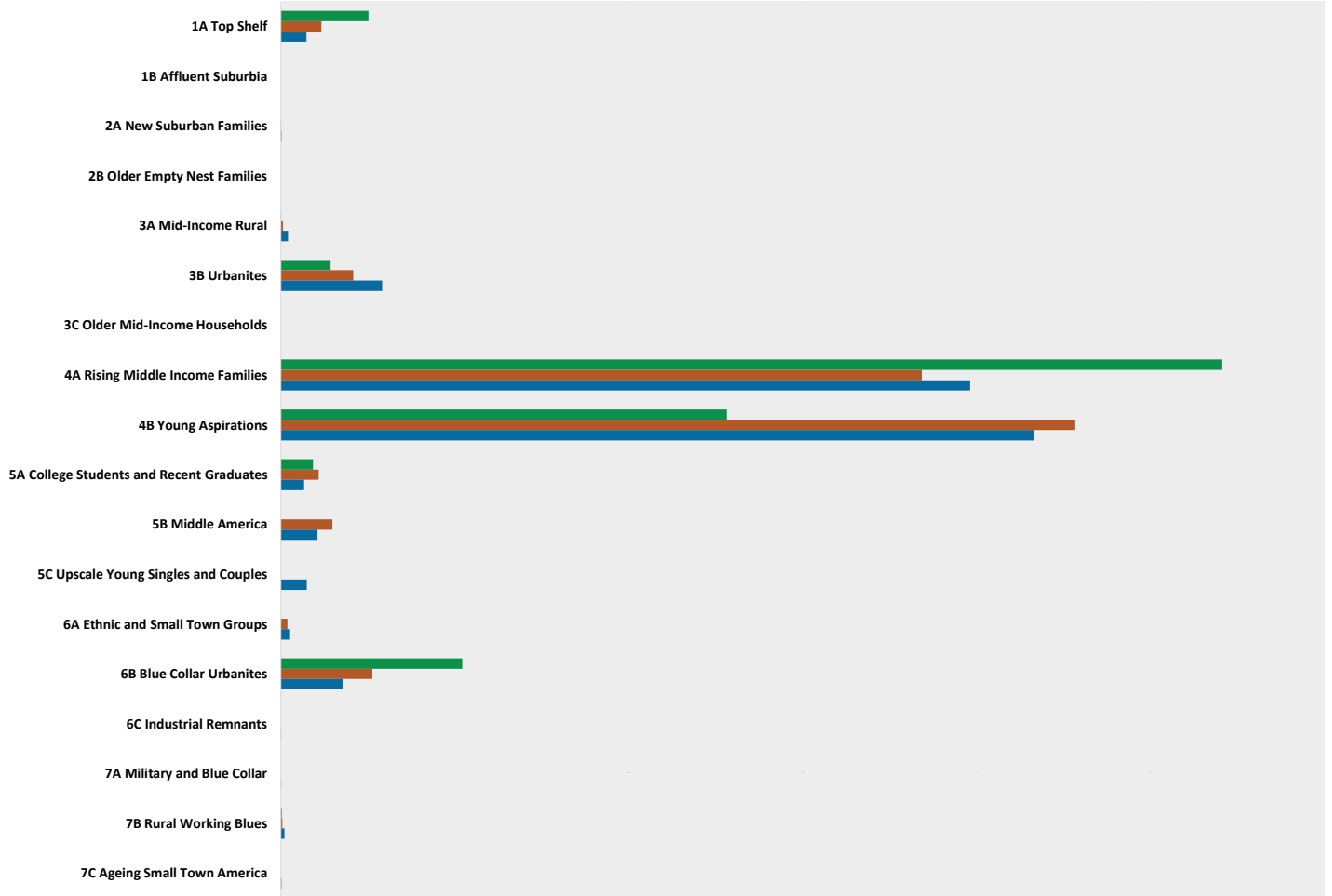
Household Segmentation Profile

Site: Site 2 - 10th Street & 1st Ave.

Date: 1/21/2025

**Household Lifestage Group Comparison**

0.0% 10.0% 20.0% 30.0% 40.0% 50.0% 60.0%



	5 Min Drive	10 Min Drive	15 Min Drive
Total Households	8,174 100%	18,621 100%	30,071 100%

Rank *	Cluster	Lifestage Group	Households	%	Households	%	Households	%
1	11 West Coast Affluence	4A Rising Middle Income Families	3,662	44.8%	5,339	28.7%	6,228	20.7%
2	35 Generational Dreams	4B Young Aspirations	1,357	16.6%	7,381	39.6%	11,123	37.0%
3	28 Coastal Diversity	6B Blue Collar Urbanites	853	10.4%	981	5.3%	1,065	3.5%
4	10 Emerging Leaders	4A Rising Middle Income Families	756	9.3%	1,489	8.0%	5,590	18.6%
5	40 Beltway Commuters	4B Young Aspirations	707	8.7%	1,065	5.7%	1,840	6.1%
6	02 Peak Performers	1A Top Shelf	412	5.0%	435	2.3%	435	1.4%
7	58 Urban Crowd	3B Urbanites	195	2.4%	644	3.5%	1,293	4.3%
8	57 College Towns	5A College Students and Recent Graduates	151	1.9%	164	0.9%	164	0.5%
9	44 Pacific Second City	3B Urbanites	39	0.5%	133	0.7%	461	1.5%
10	14 American Playgrounds	4B Young Aspirations	30	0.4%	53	0.3%	54	0.2%

* Rank is based on Trade Area 1 cluster size

Uses the AGS Panorama Segmentation system. More information is available by clicking on the respective cluster. Cluster names have been modified from the originals.



Household Segmentation Profile

Date: 1/21/2025

TOTAL HOUSEHOLDS

8,174

100%

18,621

100%

Segment Group	Cluster Name	5 Min Drive		10 Min Drive		15 Min Drive	
1A Top Shelf		412	5.0%	435	2.3%	447	1.5%
	01 One Percenters	0	0.0%	0	0.0%	12	0.0%
	02 Peak Performers	412	5.0%	435	2.3%	435	1.4%
	03 Second City Achievers	0	0.0%	0	0.0%	0	0.0%
1B Affluent Suburbia		0	0.0%	0	0.0%	0	0.0%
	04 Young Success	0	0.0%	0	0.0%	0	0.0%
	05 Affluent Parents	0	0.0%	0	0.0%	0	0.0%
	06 Best of Both Worlds	0	0.0%	0	0.0%	0	0.0%
	09 Successful Urban Commuters	0	0.0%	0	0.0%	0	0.0%
2A New Suburban Families		0	0.0%	0	0.0%	13	0.0%
	17 New American Dreams	0	0.0%	0	0.0%	13	0.0%
	21 New Suburban Style	0	0.0%	0	0.0%	0	0.0%
	34 Midwestern Comforts	0	0.0%	0	0.0%	0	0.0%
	42 Rising Fortunes	0	0.0%	0	0.0%	0	0.0%
2B Older Empty Nest Families		0	0.0%	0	0.0%	0	0.0%
	12 Mainstream Established Suburbs	0	0.0%	0	0.0%	0	0.0%
	15 Comfortable Retirement	0	0.0%	0	0.0%	0	0.0%
	18 Small Town Middle Managers	0	0.0%	0	0.0%	0	0.0%
	33 Noreasters	0	0.0%	0	0.0%	0	0.0%
	41 All-American	0	0.0%	0	0.0%	0	0.0%
3A Mid-Income Rural		2	0.0%	24	0.1%	126	0.4%
	13 Cowboy Country	1	0.0%	23	0.1%	124	0.4%
	16 Spacious Suburbs	1	0.0%	1	0.0%	1	0.0%
	20 Strong Individualists	0	0.0%	0	0.0%	0	0.0%
	51 Low Cost Rural	0	0.0%	0	0.0%	1	0.0%
3B Urbanites		234	2.9%	777	4.2%	1,754	5.8%
	38 Middle America	0	0.0%	0	0.0%	0	0.0%
	44 Pacific Second City	39	0.5%	133	0.7%	461	1.5%
	45 Northern Perseverance	0	0.0%	0	0.0%	0	0.0%
	58 Urban Crowd	195	2.4%	644	3.5%	1,293	4.3%
3C Older Mid-Income Households		0	0.0%	0	0.0%	0	0.0%
	46 Individual Singles	0	0.0%	0	0.0%	0	0.0%
	49 Retirement	0	0.0%	0	0.0%	0	0.0%
4A Rising Middle Income Families		4,422	54.1%	6,859	36.8%	11,911	39.6%
	07 Upscale Diversity	0	0.0%	0	0.0%	0	0.0%
	08 Living the Dream	3	0.0%	31	0.2%	92	0.3%
	10 Emerging Leaders	756	9.3%	1,489	8.0%	5,590	18.6%
	11 West Coast Affluence	3,662	44.8%	5,339	28.7%	6,228	20.7%
4B Young Aspirations		2,096	25.6%	8,501	45.7%	13,019	43.3%
	14 American Playgrounds	30	0.4%	53	0.3%	54	0.2%
	19 Outer Suburban Affluence	0	0.0%	0	0.0%	0	0.0%
	22 Up and Coming Suburban Diver	1	0.0%	2	0.0%	2	0.0%
	35 Generational Dreams	1,357	16.6%	7,381	39.6%	11,123	37.0%
	40 Beltway Commuters	707	8.7%	1,065	5.7%	1,840	6.1%



Household Segmentation Profile

Date: 1/21/2025

TOTAL HOUSEHOLDS		8,174	100%	18,621	100%		
Segment Group	Cluster Name	5 Min Drive		10 Min Drive		15 Min Drive	
5A College Students and Recent Graduates		151	1.9%	406	2.2%	406	1.4%
	57 College Towns	151	1.9%	164	0.9%	164	0.5%
	67 Starting Out	0	0.0%	242	1.3%	242	0.8%
5B Middle America		0	0.0%	553	3.0%	634	2.1%
	26 High Density Diversity	0	0.0%	0	0.0%	0	0.0%
	36 Olde New England	0	0.0%	0	0.0%	0	0.0%
	39 Second City Beginnings	0	0.0%	547	2.9%	623	2.1%
	43 Classic Interstate Suburbia	0	0.0%	6	0.0%	11	0.0%
5C Upscale Young Singles and Couples		0	0.0%	0	0.0%	448	1.5%
	25 Tech-Savvy Group	0	0.0%	0	0.0%	0	0.0%
	27 Young Coastal Technocrats	0	0.0%	0	0.0%	448	1.5%
6A Ethnic and Small Town Groups		0	0.0%	70	0.4%	161	0.5%
	31 Latino Workforce	0	0.0%	0	0.0%	0	0.0%
	59 Hardworking Latino Families	0	0.0%	0	0.0%	0	0.0%
	60 Immigrant	0	0.0%	66	0.4%	145	0.5%
	64 Southern Cities	0	0.0%	4	0.0%	14	0.0%
	65 Small Towns	0	0.0%	0	0.0%	2	0.0%
6B Blue Collar Urbanites		853	10.4%	981	5.3%	1,069	3.6%
	28 Coastal Diversity	853	10.4%	981	5.3%	1,065	3.5%
	30 True Grit	0	0.0%	0	0.0%	0	0.0%
	32 Apartment Dwellers	0	0.0%	0	0.0%	4	0.0%
6C Industrial Remnants		0	0.0%	0	0.0%	2	0.0%
	63 Southern Small Towns	0	0.0%	0	0.0%	0	0.0%
	66 Metropolitan Blue Collar	0	0.0%	0	0.0%	0	0.0%
	68 Rust Belt	0	0.0%	0	0.0%	2	0.0%
7A Military and Blue Collar		0	0.0%	0	0.0%	1	0.0%
	61 Communal Living	0	0.0%	0	0.0%	1	0.0%
	62 Blue Collar Diversity	0	0.0%	0	0.0%	0	0.0%
7B Rural Working Blues		5	0.1%	16	0.1%	65	0.2%
	24 Remote Latino Neighborhoods	3	0.0%	7	0.0%	49	0.2%
	29 Metropolitan	0	0.0%	0	0.0%	0	0.0%
	47 Simply Southern	0	0.0%	0	0.0%	0	0.0%
	48 Tex-Mex	2	0.0%	8	0.0%	15	0.1%
	53 Classic Southerners	0	0.0%	1	0.0%	1	0.0%
	56 Blue Collar	0	0.0%	0	0.0%	0	0.0%
7C Ageing Small Town America		0	0.0%	0	0.0%	15	0.0%
	23 Long-Lasting Heartland	0	0.0%	0	0.0%	0	0.0%
	37 Industrial Town	0	0.0%	0	0.0%	0	0.0%
	50 Small Town	0	0.0%	0	0.0%	0	0.0%
	52 Great Open Country	0	0.0%	0	0.0%	13	0.0%
	54 Agricultural Areas	0	0.0%	0	0.0%	2	0.0%
	55 Mining Areas	0	0.0%	0	0.0%	0	0.0%

Uses the AGS Panorama Segmentation system. More information is available by clicking on the respective cluster. Cluster names have been modified from originals.



Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 15, 2025

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025- ,
AUTHORIZING A LEASE AGREEMENT BETWEEN LAS ANIMAS CONCRETE
AND BUILDING SUPPLY, INC. (DBA LAS ANIMAS CONCRETE, MARINA);
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON
BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE
CITY ATTORNEY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE
NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.**

RECOMMENDATION: It is recommended that the City Council consider adopting Resolution No. 2025-___ to:

1. Authorize a lease agreement, attached as Exhibit D, between the City and Las Animas Concrete and Building Supply, Inc. (DBA Las Animas Concrete, Marina) from the period beginning on the date of execution and terminating on December 31, 2026, but which provides that tenant will cease operations of the batch plant on or before December 31, 2025. Thereafter, from January 1, 2026, the tenant will have up to twelve months dismantle operations and return the site to its pre-lease condition in 2005;
2. Authorize the City Manager to execute the lease agreement on behalf of the City, subject to final review and approval by the City Attorney; and
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND

On August 9, 2005, the City, acting as the agent of the Fort Ord Reuse Authority (“FORA”), entered into that certain “Lease Agreement for Concrete Batch Plant” (the “Interim Lease”) for property located at 499 Ninth Street (Assessor’s Parcel Numbers 031-201-014 and -016).

On August 31, 2005, the City accepted a Quitclaim Deed from FORA for real property which included the property leased to the Las Animas Concrete’s predecessor, Las Animas Concrete, LLC (LAC LLC). The Interim Lease continued as a direct lease from the City through the Redevelopment Agency of the City of Marina (“RDA”).

The Interim Lease terminated on February 5, 2006 upon the execution of a 5-year Lease Agreement for Concrete Batch Plant which was effective that date (“Lease”). (See Exhibit B, 2006 Lease Agreement with Amendments.)

On September 29, 2008, the RDA and LAC LLC entered into Amendment No. 1 to Lease for Concrete Batch Plant (“Amendment No. 1”), which provided for: (1) changing the title of the 5-Year Lease to “Lease Agreement for Concrete Batch Plant”; amending the term of the 5-Year Agreement to provide for a term of seven (7) years commencing on February 5, 2006 and terminating February 4, 2013, contingent upon the term of the Use Permit; granting to LAC LLC a conditional right and option to extend the term of the 5-year Lease for an additional period of two (2) years following the expiration date of February 4, 2013. (See Exhibit B.)

On March 10, 2011, by Quitclaim Deed, the RDA granted the real property which is the subject of the Lease Agreement for Concrete Batch Plant to the City.

On July 3, 2012, the City and LAC LLC entered into a Second Amendment to the Lease Agreement for Concrete Batch Plant (“Amendment No. 2”), which provided for: (1) changing the term of the Agreement to eleven (11) years, commencing on February 5, 2006, and terminating on February 4, 2017; (2) establishing that LAC LLC shall have no option to extend the term of the Lease; and (3) establishing that the Lease terminated at any time by mutual agreement of the parties with thirty (30) days prior written notice. The Lease, thus, terminated by its own terms on or about February 6, 2017. (See Exhibit B.)

In 2023, LAC LLC met with the City to discuss entering into a new lease, and in reviewing the permit history for this site, staff discovered that the Use Permit was expired and informed LAC LLC that a new Use Permit would be required to continue operating at the subject property.

On October 19, 2023, LAC LLC submitted application materials for a new Conditional Use Permit (CU 23-002) (“CUP”) to allow LAC LLC to continue operation for up to three (3) years with one (1) additional year for decommissioning the batch plant located on the subject property.

On or about May 30, 2024, LAC LLC dissolved and the business was transferred to Las Animas Concrete & Building Supply, Inc., DBA Las Animas Concrete, Marina, prior to that dissolution.

On August 9, 2024, the City of Marina submitted the draft Initial Study (IS) and Negative Declaration (ND) for the Las Animas Batch Concrete Processing Use Permit Project to the State Clearing House (SCH No: 2024080409) with a state and local 30-day review period.

On October 24, 2024, the City of Marina Planning Commission (“Planning Commission”), at a duly noticed public hearing, considered all of the information presented to it, including the staff report and information submitted at the public hearing by interested persons. The Planning Commission adopted Resolution No. 24-20, approving the CUP to allow continued operation of the Batch Plant, subject to conditions of approval, including entering into a new lease agreement with the City. (See Exhibit C, CUP.)

ANALYSIS

On October 24, 2024, the Planning Commission approved a conditional use permit to reauthorize a concrete batch plant on the subject property with the express condition that the approval of a lease agreement with the City would be required (See Condition No. 14 of Exhibit C.). The City Council has directed staff to prepare a lease agreement to allow the business to remain operational on the subject property until December 31, 2025. Thereafter, from January 1, 2026, the tenant will have up to 12 months to dismantle operations and, per the terms of the proposed lease, as well as CUP condition of approval #20, the tenant will be required to return the site back to its pre-lease condition in 2005.

ENVIROMENTAL REVIEW

Approval of a lease 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. A mitigated negative declaration (MND) was prepared for the project conditional use permit, which was approved by the Planning Commission on October 24, 2024, per Section 15070 of the CEQA Guidelines.

FISCAL IMPACT

The City of Marina will lose approximately \$150,000-\$200,000 in annual revenue when the Las Animas business ceases to operate.

Respectfully submitted

Guido F. Persicone
Community Development Director
City of Marina

REVIEWED BY:

Layne Long
City Manager
City of Marina

Attachments
A-Resolution
B-2006 Lease Agreement and Amendments
C-Planning Commission Resolution 2024-20
D-Draft Lease Agreement
E-Public Comment

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING A LEASE AGREEMENT BETWEEN LAS ANIMAS CONCRETE AND BUILDING SUPPLY, INC. (DBA LAS ANIMAS CONCRETE, MARINA); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

WHEREAS, On August 9, 2005, the City, acting as the agent of the Fort Ord Reuse Authority (“FORA”), entered into that certain “Lease Agreement for Concrete Batch Plant” (the “Interim Lease”).

WHEREAS, On August 31, 2005, the City accepted a Quitclaim Deed from FORA for real property which included the property leased to the Las Animas Concrete’s predecessor, Las Animas Concrete, LLC (LAC LLC). The Interim Lease continued as a direct lease from the City through the Redevelopment Agency of the City of Marina (“RDA”).

WHEREAS, The Interim Lease terminated on February 5, 2006 upon the execution of a 5-year Lease Agreement for Concrete Batch Plant which was effective that date (“Lease”).

WHEREAS, On September 29, 2008, the RDA and LAC LLC entered into Amendment No. 1 to Lease for Concrete Batch Plant (“Amendment No. 1”), which provided for: (1) changing the title of the 5-Year Lease to “Lease Agreement for Concrete Batch Plant”; amending the term of the 5-Year Agreement to provide for a term of seven (7) years commencing on February 5, 2006 and terminating February 4, 2013, contingent upon the term of the Use Permit; granting to LAC LLC a conditional right and option to extend the term of the 5-year Lease for an additional period of two (2) years following the expiration date of February 4, 2013.

WHEREAS, On March 10, 2011, by Quitclaim Deed, the RDA granted the real property which is the subject of the Lease Agreement for Concrete Batch Plant to the City.

WHEREAS, On July 3, 2012, the City and LAC LLC entered into a Second Amendment to the Lease Agreement for Concrete Batch Plant (“Amendment No. 2”), which provided for: (1) changing the term of the Agreement to eleven (11) years, commencing on February 5, 2006, and terminating on February 4, 2017; (2) establishing that LAC LLC shall have no option to extend the term of the Lease; and (3) establishing that the Lease terminated at any time by mutual agreement of the parties with thirty (30) days prior written notice. The Lease, thus, terminated by its own terms on or about February 6, 2017.

WHEREAS, In 2023, LAC LLC met with the City to discuss renewal of its lease, and in reviewing the permit history for this site, staff discovered that the Use Permit was expired and informed LAC LLC that a new Use Permit would be required to continue operating at the premises that is the subject of the lease.

WHEREAS, On October 19, 2023, LAC LLC submitted application materials for a new Conditional Use Permit (CU 23-002) (“CUP”) to allow Tenant to continue operation for up to three (3) years with one (1) additional year for decommissioning the batch plant located on the subject property.

WHEREAS, On or about May 30, 2024, LAC LLC dissolved and the business was transferred to Las Animas Concrete & Building Supply, Inc., DBA Las Animas Concrete, Marina, prior to that dissolution.

WHEREAS, On August 9, 2024, the City of Marina submitted the draft Initial Study (IS) and Negative Declaration (ND) for the Las Animas Batch Concrete Processing Use Permit Project to the State Clearing House (SCH No: 2024080409) with a state and local 30-day review period.

WHEREAS, On October 24, 2024, the City of Marina Planning Commission (“Planning Commission”), at a duly noticed public hearing, considered all of the information presented to it, including the staff report and information submitted at the public hearing by interested persons. The Planning Commission adopted Resolution No. 24-20, approving the CUP to allow continued operation of the Batch Plant subject to conditions of approval, including entering into a new lease agreement with the City.

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

1. Incorporate the recitals listed above as if fully set forth herein.
2. Authorize a lease agreement between the City and Las Animas Concrete and Building Supply, Inc. (DBA Las Animas Concrete, Marina) from the period beginning on the date of execution and terminating on December 31, 2026, but which provides that tenant will cease operations of the batch plant on or before December 31, 2025. Thereafter, from January 1, 2026, the tenant will have up to twelve months to dismantle operations and return the site to its pre-lease condition in 2005;
3. Authorize the City Manager to execute the lease agreement on behalf of the City, subject to final review and approval by the City Attorney; and
4. 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 15th day of April 2025, 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

LEASE

FOR CONCRETE BATCH PLANT

BETWEEN

**THE REDEVELOPMENT AGENCY OF THE
CITY OF MARINA**

AND

LAS ANIMAS CONCRETE, LLC

5-YEAR LEASE AGREEMENT FOR CONCRETE BATCH PLANT

THIS LEASE AGREEMENT (the "Lease" or sometimes the "Agreement"), is made and entered into by and between the **REDEVELOPMENT AGENCY OF THE CITY OF MARINA**, a public body corporate and politic (the "RDA"), and **LAS ANIMAS CONCRETE**, a California limited liability company (the "Tenant") on February 5, 2006, the RDA and the Tenant are sometimes referred to herein collectively referred to as the "Parties," as follows:

Recitals:

This Lease is entered into with reference to the following facts and circumstances, which are hereby found and determined by the parties:

A. On August 9, 2005, the City of Marina (the "City"), acting as the agent of the Fort Ord Reuse Authority ("FORA"), entered into that certain "Lease Agreement for Concrete Batch Plant" (the "Interim Lease").

B. On August 31, 2005, the RDA accepted a Quitclaim Deed from the Fort Ord Reuse Authority ("FORA") for real property which includes the property leased to the Tenant by the Interim Lease, which continued as a direct lease from the City, through the RDA, to the Tenant.

C. The Interim Lease will terminate on February 4, 2006, or upon the execution of this Lease, whichever occurs first.

D. The real property consists of approximately 1.8 acres (the "Premises" or the "Property").

E. Tenant desires to continue to occupy and utilize the Premises as a site for operating the Tenant's Concrete Batch Plant (the "Batch Plant").

F. It is mutually agreed that this Lease is upon and subject to the following terms, covenants, conditions and provisions and Tenant covenants, as a material part of the consideration of this Lease, to keep, perform and comply with each and all of said terms, covenants, conditions and provisions to be kept, performed and complied with, and this Lease is made upon the condition of such performance and compliance.

Terms and Conditions

1. **Purpose.** The purpose of this Lease is to facilitate redevelopment, reuse and maintenance of land within the City and on former Fort Ord.

2. **Premises.**

a) The RDA hereby delivers to Tenant, and Tenant hereby accepts from the RDA this Lease for exclusive possession and use of the Premises and facilities, described as 80,714 square feet of minimally improved, graded land, located near Ninth Street, Fifth Avenue, Sixth Avenue and Imjin Parkway in Marina, County of Monterey, California, as identified as 499 Ninth Street and as shown on Exhibit A, which is attached hereto and by this reference made a part hereof.

b) The large structure located adjacent to the Premises, formerly used by the U.S. Army as the Fort Ord Stockade, is not included in the leasehold created herein. The Tenant is responsible for securing the Stockade facility and its guard towers to prevent entry by the public.

3. **Use.**

a) Tenant shall use the Property as the site for construction and operation of its Batch Plant, which use will include importing and storing at any given time approximately 150 cubic yards of rock and sand to be used to make concrete. The component parts of the Batch Plant will be assembled on the Premises to mix raw materials used to formulate concrete. Other facilities and components of the Batch Plant may include a temporary office trailer, temporary storage containers material bunkers and hoppers, two detached 55-foot tall silos, a 125-foot long conveyor, and a 40-foot by 10-foot lined wash/settling pond. Tenant's use of the Premises shall include loading sand and coarse aggregate into a portable plant which will then dispense these products into mixer trucks for delivery to job sites located off the Premises.

b) The City, previous to entering into the Interim Lease, permitted Tenant to form and pour up to ten (10) small concrete foundation piers and to install electrical conduit on the Premises. Tenant agrees to pay the City for all costs, damages or other expenses including, but not limited to, any legal costs and attorney's fees, if any, as they may be incurred by the City as a result of Tenant's pre-Lease activities on the property.

c) Any and all materials classified as hazardous under federal regulations and used in Tenant's activities on the Premises shall be identified to the satisfaction of the RDA and the City as to identity, type and quantity and shall be stored, used and disposed of in accordance with all local, state and federal regulations. Tenant shall not use the Premises for any other purpose without the prior written consent of the RDA, such consent not to be unreasonably withheld.

4. **Use of Mixer Trucks.** Generally, an average of six (6) concrete mixer trucks will be dispatched from the Premises, with fluctuations in the number of daily trips by the mixer trucks due to the seasonal nature of the construction activities being served. Mixer trucks shall use only those routes to and from the Batch Plant as have been designated by the City and make all reasonable effort to avoid any impact on the operation of the Marina Equestrian Center by not using the narrow streets around the Equestrian Center.

5. **Hours of Operation.** Tenant shall operate the Batch Plant Monday through Saturday only and shall conform its conduct of all activities on and around the Premises to the provisions of Chapter 9.24 of the City's Municipal Code, entitled "Noise Regulations." Given the nature of the work, on occasion permission to work on Sunday may be granted at the sole discretion of the City Manager or his or her designee to the extent that such permission may be lawfully granted.

6. **Term.** The term of this Agreement shall be for five (5) years, commencing on February 5, 2006. This Lease may be terminated at any time by mutual agreement of the parties with thirty (30) days prior written notice.

Conditional Option to Extend Term. Tenant is hereby granted the conditional right and option to renew and extend the term of this Lease for an additional period of two (2) years only, following the expiration date hereof, February 4, 2011, provided that upon that on execution of such option this Lease is still in full force and effect at the time and that Tenant is not in default under any of the terms of this Lease. The option may be exercised by the Tenant by its giving written notice of its intent to exercise the option to the RDA Executive Director not sooner than one year and not later than six months prior to the expiration of the initial term hereof. The terms and conditions of the extended two (2) year option to extend the term of the Lease shall be the same as are provided herein, except that the monthly rent to be paid by the Tenant for the optional term shall be based upon the RDA's determination, in its sole discretion, of the then current fair market value for other similar industrial properties in the local area.

7. **Reservation & Easements.**

a) **Easements and Reservations.**

(i) The Premises are subject to all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record.

(ii) The Property is subject to public utility easements as set forth in such area master plans as may be developed or approved by the City. Such public utility easements, together with the right to enter thereon, for any purpose in connection with the construction or maintenance of improvements and facilities located thereon are hereby reserved by the RDA and the City for the benefit of itself and for the benefit of all other persons or entities occupying buildings on former Fort Ord properties. In connection with the fire lanes, Tenant agrees that it will not cause or permit any vehicle, or other equipment to be parked within the boundaries of such fire lanes or use the fire lanes in a manner which would interfere with equipment and personnel traversing same in the course of fire suppression activities

(iii) The Army reserves a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the Army. Based on a review of existing records and available information, the land proposed for lease is not known to contain unexploded ordnance. In the event a tenant should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent Army or Army-designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the Tenant.

(iv) The Army, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as amended, reserve a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions found to be necessary after the date of the conveyance of the Property. Tenant agrees to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and Tenant's operations. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by the RDA or the City. Pursuant to this reservation, the Army and its officers, agents, employees, contractors, subcontractors shall have the right (upon reasonable notice to the Tenant and the City to enter upon the Property, and perform surveys, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to installation of monitoring and extraction wells, and other treatment facility.

(v) The Army reserves a nonexclusive easement to allow continued access for itself and the regulatory agencies to permit necessary groundwater monitoring at wells located on the Property and the installation of new treatment or monitoring wells if required for the pump and treat operations. Furthermore, tampering with the groundwater monitoring wells is prohibited.

(vi) Access for USA Media Group, LLC, or its successor in interest, for TV cable lines is reserved.

(vii) The RDA reserves the right to install, lay, construct, maintain, repair and operate or facilitate the operation of such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil and gas pipelines, telephone, telegraph and electrical power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across and along any and all portions of the Premises. RDA shall restore any of Tenant's improvements altered or disturbed due to RDA's exercise of any rights under this section to substantially the same condition in which they existed prior to the RDA's entry on to the Premises.

8. **Time and Place of Payment of Rent.** Tenant must pay rent and all other charges, fees or other obligations due to the RDA or the City under this Lease every month in advance on or before the first day of the month during the term of this Lease at the office of the City Finance Director, City Hall, 211 Hillcrest Avenue, Marina, California 93933. The rent for certain months of this Lease may be pro-rated. For purposes of calculating and pro-rating rent or other charges due, each month will be considered to have 30 days.
9. **Rent.** The monthly rent for this Lease shall consist of a base plus percentage of gross sales. The base shall be \$3,228.56, which is calculated on the basis of four cents (\$0.04) per square foot of land. In addition to the base, Tenant shall pay one quarter of one percent (0.25%) of their monthly gross sales up to a maximum of \$3,228.56. The maximum monthly rental charge (base plus percentage of gross sales) of \$6,457.12 represents the equivalent of eight cents (\$0.08) per square foot of land. Documentation of gross sales shall be submitted monthly with the understanding that the Tenant shall not be obligated to provide documentation of their gross sales for any month in which they have paid the maximum monthly rental charge. In accordance with the Implementation Agreement between FORA and the City, the monthly rent shall be shared equally between the City and FORA.
10. **Performance Deposit.** Tenant has paid to the City the sum of \$5,000.00, deposited with the City's funds in an interest bearing account as partial security for the payment of rent, loss or damage or other payments due under this Lease. In the event the RDA or the City are required to utilize this deposit, or any portion thereof, during the term of the Lease, Tenant within ten (10) days of such use shall deposit an additional sum sufficient to restore the performance deposit to the amount set forth herein. This performance deposit, or any remaining portion, will be returned to Tenant with interest earned thereon at the termination of the Agreement, after any deduction for payment of any obligations of Tenant due and owing to the RDA or the City under any provisions of this Agreement.
11. **Delinquency Charge.** Tenant acknowledges that the late payment of rent or other amounts due under this Lease will cause the RDA to incur accounting and other processing costs not contemplated by this Lease, the exact amount of which is extremely difficult and impracticable to fix. Therefore, should any payments due under this Lease remain unpaid ten (10) days after the due date of such payment, a penalty of 10% shall be added to any payments past due and owing. RDA and Tenant agree that this late charge represents a fair and reasonable estimate of costs that the City will incur by reason of the late payment of rent or other charges by the Tenant. Acceptance of any such late charge shall not constitute a waiver of Tenant default with respect to the overdue amount, nor prevent the RDA from exercising any of the other rights and remedies available to it by reason of such default. Interest on any unpaid fees, charges and any penalty shall accrue at the rate of 1.5% per month thereafter until paid.
12. **Fort Ord Reuse Authority Fees.** Tenant shall be responsible for payment of development fees assessed by FORA, if any, and shall furnish evidence to the RDA that all such fees have been paid. Tenant shall comply with all FORA regulations which pertain to the payment of prevailing wages for projects within FORA's jurisdiction.

13. **Commissions.** Neither the RDA nor the City shall be liable for the payment of any brokerage commissions of fees associated with this Lease to engineers, contractors, real estate consultants or attorneys working on Tenant's behalf.
14. **Possessory Interest.** Tenant shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted including any possessory interest tax created by this Lease, permits and license fees, it being understood by Tenant that although the public property is held in public ownership, Tenant's interest therein may be taxable as a possessor interest (California Revenue & Taxation Code §107 *et seq*).. Tenant shall pay personal property taxes, if any, levied on Tenant's inventory, furnishings, or trade fixtures. Tenant may, at its sole expense and cost, contest any tax or fee. All taxes, fees, assessments, charges, etc. shall be paid prior to their delinquency date and satisfactory evidence that such taxes have been paid shall be furnished to the RDA or the City.
15. **Joint Assessment.** If the Premises are not separately assessed, Tenant's liability shall be an equitable portion of the possessory interest taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by the RDA from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. The RDA's reasonable determination thereof, in good faith, shall be conclusive.
16. **Department of the Army Quitclaim Deed Terms.** This Lease, and the use of the Premises covered hereby, shall be subject to the terms, conditions and restrictions set forth in the "Quitclaim Deed for a Portion of University Village Parcels" (the "Quitclaim Deed") from FORA to the RDA, recorded at the Office of the Monterey County Recorder on September 1, 2005 (Series #2005091639). Any such use of the premises shall and must be consistent with the terms, conditions and restrictions of the Quitclaim Deed. Tenant, by signing this Lease, acknowledges that it has received and reviewed a copy of the Quitclaim Deed and will abide by its terms.
17. **Mitigated Negative Declaration & Use Permit.** This Lease and Tenant's use of the Premises shall be subject to the terms, conditions and restrictions set forth in the Mitigated Negative Declaration adopted by the City's Planning Commission on June 23, 2005, and the Use Permit approved by the City's Planning Commission on November 10, 2005. All mitigation measures contained in the Mitigated Negative Declaration are hereby incorporated into this Lease by this reference.
18. **Post-Acquisition Tenancy.** Tenant acknowledges that the tenancy created by this Lease is a post-acquisition tenancy under state and federal relocation law. As such, Tenant is not eligible to receive relocation benefits upon termination. City or RDA will inform Tenant concerning the projected displacement date required for future development of the Property.
19. **Termination by Prior Right of the United States.** Neither RDA nor the City make any representation of the title and if, for any reason, the Lease should terminate because of prior rights reserved by the United States Government, then all improvements and property brought onto the Premises by Tenant shall be removed by Tenant within sixty (60) days of exercise of said prior rights.

20. **Property Rules & Regulations.** From and after the date first written above, the RDA releases to Tenant the use of the Property and Tenant accepts the Property, and agrees to comply with all of the following conditions:

a) With respect to activities related to the Property, the Tenant covenants for itself, its successors and assigns, that the Tenant, and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. Section 794). The RDA or City shall be deemed beneficiaries of this covenant without regard to whether RDA remains the owner of any land or interest therein in the locality of the leased Property, and either shall have the right to enforce this covenant in any court of competent jurisdiction. In the event of breach of any of the above nondiscrimination covenant, RDA shall have the right to terminate this Agreement and to reenter and repossess the Premises and hold the same as if this Lease had never been made or issued.

b) Tenant agrees that it shall insert these provisions regarding nondiscrimination in any agreement by which the Tenant grants a right or privilege to any person, firm or corporation to render accommodations or services to the public.

c) Tenant will not do or permit to be done upon the premises any act or thing which constitute waste or nuisance and agrees that within seventy-two (72) hours from receiving written notice by the RDA or City that such condition exists, to abate or otherwise cause said condition to be cured. In the event Tenant has not taken corrective action within seventy-two (72) hours, the City may enter and abate said condition at the expense of Tenant without any liability whatsoever to City for monetary loss of Tenant or others.

d) Tenant shall have the right, at its expense, to place in or on the Premises a sign or signs identifying Tenant. Sign or signs shall be of a size, shape and design, and at a location or locations, approved in advance by the City and in conformance with any overall directional graphics or sign program established by the City. City's approval shall not be withheld unreasonably. Notwithstanding any other provision of this Lease, any signs shall remain the property of Tenant. Tenant shall remove, at its own expense, all lettering, signs and placards so erected on the Premises upon termination of this Lease.

e) Tenant shall have the right, at its expense, to place in or on the Premises fencing, trade fixtures, furnishings, personal property, equipment and materials necessary to any use authorized hereunder. Said fencing, trade fixtures, furnishings, personal property, equipment and materials will remain the property of Tenant and will be removed upon termination of Tenant's occupancy.

f) Tenant will comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the activities provided for and authorized hereunder. Tenant will maintain in effect and post in a prominent place all necessary or required licenses, including a City of Marina Business License, or permits, prior to commencing operations. Tenant shall be

responsible for any improvements required for permit approval. Neither the RDA nor City shall have any obligation to make any such required improvements. In the event Tenant cannot or elects not to undertake any improvements required for permit approval as required by federal, state or local laws, rules and regulations, in that event Tenant shall provide thirty (30) days written notice of its intention to vacate the Premises and to terminate this Lease.

g) Tenant will prepare an Emergency Action/Fire Protection Plan. A current plan shall be kept on file with the City's Department of Public Safety.

h) Tenant agrees at its own expense to keep and maintain upon the Premises such portable fire extinguishers of such number type and material as may be prescribed from time to time by the regulations of the City's Department of Public Safety.

i) Any damage to the Premises as a result of Tenant's activities shall be repaired and Premises shall be returned to its condition as of August 5, 2005, the commencement date of the Interim Lease, with the following exceptions: a) reasonable wear and tear; b) damage by the elements not caused by Tenant's negligence and c) those improvements and modification for which permits have been issued by the City and which have been approved as completed and signed off by the City's building inspector.

j) Tenant shall, in good faith use its best efforts to efficiently utilize the facilities covered by this Lease in a competent and efficient manner and remain cognizant that a primary purpose for the RDA in entering into this Lease is to promote the rehabilitation, maintenance and development of former Fort Ord properties.

21. Acceptance of Premises.

a) Tenant understands that the Premises were formerly used by the federal government as part of an Army base, that surrounding lands which were also part of such Army base have, in the past been found to contain concentrations of volatile organic chemicals which exceed standards prescribed by the environmental agencies and the state and federal governments. (The groundwater beneath former Fort Ord Parcels E4.1.1, E4.2, E4.3.1, and E17 is contaminated with volatile organic compounds ("VOCs"), primarily trichloroethene ("TCE"), associated with Operable Unit 2 ("OU2"). The maximum estimated concentration of TCE in the groundwater beneath the Property is 43.7 ug/L.) Tenant shall not interfere with any response action being taken on the Property or interrupt, relocate, or interfere with any remediation system now or in the future located on, over, through, or across any portion of the Property.

b) The Tenant is hereby informed and does acknowledge that pesticides may be present on the Property. To the best of the RDA's knowledge, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product was in accordance with its intended purpose.

c) The Tenant is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing material ("ACM") have been found on Fort Ord property, as described in the Environmental Baseline Survey and the referenced asbestos survey. The interior asbestos does not present a "release or threat of release into the environment" as defined by CERCLA.

d) The Tenant covenants and agrees that its use of the Property will be in compliance with all applicable laws relating to asbestos; and that neither the RDA, the City nor FORA assume any liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, which arises from exposure after the date of this Lease, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Tenant have properly warned or failed to properly warn the individual(s) injured.

e) Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

f) The Tenant acknowledges that it has inspected the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Tenant shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos hazards or concerns.

g) No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of the Tenant to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States, FORA, the RDA or the City, with respect to any asbestos hazards or concerns.

h) The Tenant further agrees to indemnify and hold harmless the United States and the RDA and the City, its councils, boards, commissions, officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property which exposure occurs after this conveyance of the Property to the Tenant or any future remediation or abatement of asbestos or the need therefor. The Tenant's obligation hereunder shall apply whenever the United States, the RDA or the City incur costs or liabilities for actions giving rise to liability under this Section.

i) The Tenant is hereby informed and does acknowledge that all buildings on Fort Ord property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

j) Tenant acknowledges that RDA has granted to Tenant the right to review all maps and records of the old Army base presently on file in the office of the City's Planning Department as well as the right to inspect the Premises and perform any tests of the soils and improvements thereon or the groundwater thereunder, all in order to afford Tenant a full and complete opportunity to investigate and determine whether the Premises can be used for the purposes intended.

22. **No Warranty.** Tenant further understands and agrees that no representation, statement, or warranty, express or implied, has been made by or on behalf of the RDA or the City as to the condition of the Premises or the suitability of the Premises for the intended use, save and except for the representation and warranty that neither the RDA or any City officer, employee, or agent has caused any condition of pollution or contamination which may now exist. Such representation and warranty, however, shall not extend to any condition of pollution or contamination caused by the federal government, the Tenant or by any other contractor or tenant of RDA or City. Tenant agrees to accept the premises in their present condition and "as is" with respect to all conditions which may now exist. Moreover, Tenant agrees to waive any claim or right of action against the RDA or the City which Tenant now has or hereafter may acquire arising out of the condition of the soils or the groundwater underlying the property, including but not limited to any claim of indemnity which Tenant may have by reason of costs incurred by Tenant arising out of the abatement or cleanup of any pollution or contamination condition discovered on the premises hereinafter required under applicable state, federal or city laws or regulations save and except for a claim or right of action arising out of a condition of pollution or contamination caused by an officer, employee or agent of the RDA or the City.

23. **Hazardous Materials Study.**

a) Prior to its occupancy of the Premises, Tenant may, at its sole option but without obligation and at its sole cost and expense, arrange for a hazardous materials study of the property. RDA shall provide Tenant any documents, drawings and data in its possession relating to environmental analysis of the property. Tenant and RDA agree that, upon occupancy, neither the RDA or the City shall have any further obligation under this Lease to remove any hazardous materials in, on or under the property, including any required remediation identified in any study Tenant may chose to make, prior to, or after Tenants occupancy of the premises.

b) In the event that hazardous materials are discovered on or under the property which materially affect Tenant's ability to safely utilize the Premises for the purpose provided for herein, neither the RDA, the City nor the Tenant shall have any liability for removal of anything not brought onto the premises by Tenant and Tenant may terminate this agreement upon thirty (30) days prior written notice to the RDA.

24. **Hazardous Substances.** Pursuant to California Health and Safety Code §25359.7, Tenant shall notify RDA in writing within a reasonable time, of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the property.

25. **Removal.** Prior to the expiration of this Lease or when terminated earlier by either party in accordance with its terms, Tenant shall at its sole expense, remove all items of personal property, brought onto the premises by the Tenant as defined by state or federal law.

26. **Inspection of Records.** Tenant shall make available for inspection to the RDA or the City, all records relating to the release, mitigation and cleanup for any hazardous substances on the premises.

27. **Compliance.** Tenant shall comply with all federal, state and local laws and regulations relating to hazardous materials and wastes, and shall timely comply with the orders of any governmental agencies relating thereto or shall provide thirty (30) days prior written notice of its intent to exercise its rights as provided herein to vacate the Premises and terminate this Lease.

28. **Right to Inspect.** The RDA or the City, in its proprietary capacity, agrees to give reasonable notice in accordance with the general laws of the City, prior to entering upon and inspecting the Premises at any time.

29. **Improvements to Property.** During the term of this Lease, Tenant must not make any additions or alterations to the Premises without the prior written consent of the City, such consent not to be unreasonably withheld. Moreover, upon receiving consent to make an addition or alteration to the improvements on the property, and except as provided herein, Tenant shall not commence work on the construction or installation of such added or altered improvements until plans and specifications for same have been submitted to and approved by the City's Department of Public Works and other Department as may be required.

30. **Performance and Payment Bonds.** Tenant shall cause to be made, executed and delivered to RDA prior to the date of commencement of any work in or on the Premises, performance and payment bonds approved as to form and as to surety by the RDA, with Tenant's contractor or contractors as principal, and the RDA and the City specifically named as additional insureds, each in the sum of one hundred percent (100%) of the amount of the contract for all work costing in excess of \$10,000.00 for a) the said required work in accordance with the approved plans and specifications and b) to provide that if Tenant or its contractor or contractors fail to pay for any materials, provisions or other supplies, used in or upon, for or about the performance of the work to be done, or for any work or labor thereon of any kind, that the surety will pay the same, in an amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee as set by the court.

31. **Title to Improvements.** Upon termination of this Lease all additions or alterations to the Premises made by Tenant will remain the Tenant's property; provided, however, that upon termination of this Agreement, the RDA will have the option to require Tenant to promptly remove any or all of its property and to restore the Premises to substantially the same condition as it was on August 9, 2005, all at Tenant's sole cost and expense.

32. **Tenant's Obligations Under this Lease.**

- a) Maintenance, dust control, sweeping and keeping clear of refuse. Tenant will promptly repair any damage to sidewalks, driveways, asphalt parking areas, or components, or to other paved surfaces when such damage is caused by Tenant or its invitees.
- b) Tenant shall arrange for trash and waste removal services.
- c) Other general maintenance and upkeep of the premises not specified herein.

33. **Destruction of Substantial Damage of Premises.** If, during the term of this Lease, the Premises or any part thereof are substantially damaged or destroyed by a fire or other casualty beyond Tenant's control (but not including damage caused by the wilful acts or negligence of Tenant or Tenant's employees which damage Tenant shall promptly repair, replace or restore at Tenant's sole cost and expense), this Lease shall terminate. Tenant shall be released thereby without further obligation to the RDA or the City upon surrender of possession of the premises, except for obligations which have theretofore accrued and are then unpaid or unperformed.

34. **Provision of Utilities.**

a) During the term of this Lease, Tenant shall have the right to connect the Premises and facilities appurtenant thereto to the existing utilities at its sole cost and expense. Tenant shall arrange for and pay for the installation of required meters for electric, gas and water and shall pay any connection fees. The City shall make available to Tenant maps in its possession showing the location of sewer, water, electrical, gas and telephone lines located near the Premises. Tenant shall be responsible for arranging and paying for all utilities required to serve the Premises. The RDA will use its best efforts to continue all utility services as they presently exist, but cannot and does not guarantee that there will be no interruptions of service at all and Tenant hereby waives any rights or claims it may have resulting from temporary interruptions of service. To the extent it has knowledge, the RDA or the City will provide notice of any work scheduled which may interrupt the utility service to the property.

b) If RDA or the City are unable to provide access to utility service facilities due to the imposition of any limit on consumption or on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or service by law or regulation, neither of them shall have any obligation hereunder.

35. **Payment of Utilities.** Tenant agrees to pay directly to the utility providers for all utility services provided under the terms of any contract between the Tenant and the utility provider and to the City for all utility services provided under the terms of any contract between the RDA or the City and a utility provider which serve the Premises through existing lines and connections. Tenant shall not be responsible to pay for any existing or preexisting utility charges incurred by

others. Tenant shall be responsible to provide and pay for all new connection equipment and any fees required. Tenant shall pay all utility charges within twenty (20) days of receipt of invoice and shall provide evidence of payment when requested to do so in writing by the RDA. In the event Tenant fails to pay any utility bill when due, the RDA may, at its option, pay the same and collect from Tenant's performance deposit the amounts so disbursed, plus interest at the rate of 1½% per month or fraction thereof.

36. **Compliance with Regulations of Local Agencies.** It shall be the responsibility of the Tenant under this Lease to contact, consult and comply with any regulation applicable to Tenant's activities on the Property which are now or may be promulgated by a local public or private utility provider or regulator having jurisdiction over activities or utility services, including, but not limited to, the Marina Coast Water District, the Monterey Regional Water Pollution Control Agency, Pacific Gas & Electric Company, Monterey Bay Unified Air Pollution Control District and the Fort Ord Reuse Authority.

37. **Indemnity.**

a) Tenant and RDA agree that the RDA and the City, their respective councils, boards and commissions, officers, employees, agents, and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuits, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the RDA and the City. Tenant acknowledges that RDA would not enter into this agreement in the absence of the commitment from Tenant to indemnify and protect RDA and City as set forth here.

b) To the full extent permitted by law, Tenant shall defend, indemnify and hold harmless the RDA and the City, its council, boards and commissions, officers, employees, agents, and volunteers, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, reasonable attorney fees incurred by RDA or the City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Lease. All obligations under this provision are to be paid by Tenant as they are incurred by the RDA or the City.

c) Without affecting the rights of the RDA or the City under any provision of this Lease or this Section, Tenant shall not be required to indemnify and hold harmless RDA or the City, as set forth above, for liability attributable to the sole fault of RDA or the City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where either the RDA or the City is shown to have been solely at fault.

d) The obligations of Tenant under this or any other provision of this Lease will not be limited by the provisions of any workers' compensation act or similar act. Tenant expressly waives its statutory immunity under such statutes or laws as to RDA and the City, their respective councils, boards and commissions, officers, employees, agents, and volunteers.

e) Tenant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from any assignee, subcontractor or any other person or entity involved by, for, with or on behalf of Tenant in the performance or subject matter of this Lease. In the event Tenant fails to obtain such indemnity obligations from others as required here, Tenant agrees to be fully responsible according to the terms of this Section.

f) Failure of the RDA to monitor compliance with these requirements imposes no additional obligations on RDA and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend RDA and City as set forth herein is binding on the successors, assigns, or heirs of Tenant and shall survive the termination of this Lease or this Section.

38. **Insurance.** Tenant is the insuring party, and as such agrees that it will provide and it will require its contractors to provide insurance in accordance with the requirements set forth here. The following coverages will be provided by Tenant and maintained on behalf of the RDA and the City and in accordance with the requirements set forth herein.

a) **Commercial General Liability/Umbrella Insurance.** Primary insurance shall be provided on an ISO or ACCORD form acceptable to the RDA (in no event will RDA accept an endorsement form with an edition date later than 1990). Total limits shall be no less than one million dollars per occurrence for all coverages and two million dollars general aggregate. RDA and the City and their respective councils, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using an ISO or ACCORD additional insured endorsement form (in no event will RDA accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the RDA or the City or any agent of RDA or the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

b) **Business Auto/Umbrella Liability Insurance.** Primary coverage shall be written on an ISO or ACCORD business auto coverage form acceptable to the City including symbol 1 (Any Auto). Limits shall be no less than five hundred thousand dollars (\$500,000.00) per accident. Starting and ending dates shall be concurrent. RDA and the City, their councils, boards and

commissions, officers, employees, agents and volunteers shall be added as additional insureds using an ISO or ACCORD additional insured endorsement form (in no event will RDA accept an endorsement form with an edition date later than 1990).

c) **Workers' Compensation/Employers' Liability.** Workers' compensation and employers' liability coverage shall be written on a policy form providing workers' compensation statutory benefits as required by law and if Tenant has any employees. Employers' liability limits shall be no less than one million dollars (\$1,000,000.00) per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the RDA or the City, their respective councils, boards and commissions, officers, employees, agents and volunteers.

d) Tenant and RDA further agree as follows:

i) This section supersedes all other sections and provisions of this Lease to the extent that any other section or provision conflicts with or impairs the provisions of this section.

ii) Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Lease. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Lease and shall be interpreted as such.

iii) All insurance coverage and limits provided pursuant to this Lease shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Lease or any other agreement relating to the RDA or the City or their operations limits the application of such insurance coverage.

iv) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

v) For purposes of insurance coverage only, this Lease will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Lease.

vi) All general or auto liability insurance coverage provided pursuant to this Lease, or any other agreements pertaining to the performance of this Lease, shall not prohibit Tenant, Tenant's employees, or agents from waiving the right of subrogation prior to a loss. Tenant hereby waives all rights of subrogation against the RDA and City.

vii) Unless otherwise approved by RDA, Tenant's insurance shall be written by insurers authorized to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

viii) In the event any policy of insurance required under this Lease does not comply with these requirements or is canceled and not replaced, RDA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by RDA or City will be promptly reimbursed by Tenant.

ix) Tenant agrees to provide evidence of the insurance required herein, satisfactory to RDA, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Tenant's general liability, auto and umbrella liability policies using ISO or ACCORD forms. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice of any cancellation of coverage. Tenant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Tenant agrees to provide complete copies of policies to RDA upon request.

x) Tenant shall provide proof that policies of insurance required herein expiring during the term of this Lease have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

xi) Any actual or alleged failure on the part of the RDA or any other additional insured under these requirements to obtain proof of insurance required under this Lease in no way waives any right or remedy of RDA or City or any additional insured, in this or any other regard.

xii) Tenant agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Lease. Tenant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Tenant agrees to require that no contract used by any subcontractor, or contracts Tenant enters into on behalf of RDA, will reserve the right to charge back to RDA or City the cost of insurance required by this Lease. Tenant agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with, will be submitted to RDA for review. Failure of RDA to request copies of such agreements will not impose any liability on RDA or the City, their respective councils, boards and commissions, officers, employees, agents and volunteers.

xiii) As Tenant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

xiv) Tenant agrees to provide immediate notice to RDA and the City of any claim or loss against Tenant that includes RDA or the City as a defendant. Neither the RDA nor the City shall assume any obligation or liability by such notice, but each has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the RDA or the City.

39. **Review of Insurance Coverage.** RDA is entitled at any time during the term of this Lease to review the type, form and coverage limits of the insurance requirements. If in the opinion of the RDA, the insurance provisions of this Lease are not sufficient to provide adequate protection for the RDA or the City and the members of the public, the RDA may require Tenant to maintain insurance sufficient to provide such adequate protection. Insurance requirements shall be applied uniformly to all parties engaged in similar-type operations on former Fort Ord properties, and such requirements shall be consistent with industry standards. RDA shall notify Tenant in writing of any changes in the insurance provisions necessary to provide adequate protection. If Tenant does not deposit acceptable certificates evidencing valid insurance policies acceptable in form and content to the RDA, incorporating such changes within sixty (60) days of receipt of such notice this Lease will be in default. The procuring of such policy of insurance will not be construed to be a limitation upon Tenant's liability nor as a full performance of its part of the indemnification provisions of this Agreement; Tenant's obligation being, notwithstanding said policy or policies of insurance, the full and total amount of any damage, injury or loss caused by the negligence or neglect connected with its operations under this Lease.

40. **Liens and Claims.** Tenant shall not suffer or permit to be enforced against the RDA's title to the property, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided, or otherwise arising (except liens, claims or demands suffered by or arising from the actions of the RDA or the City).

41. **Tenant to Pay Liens & Claims.** Tenant shall pay all such liens, claims and demands before any action is brought to enforce same against said land. Tenant agrees to hold RDA and City and said land free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses in connection therewith.

42. **Payment of Liens & Claims by RDA.** Should Tenant fail or refuse to pay any lien, claim, or demand arising out of the construction, repair, restoration maintenance and use of the Premises or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this Lease, Tenant shall, within thirty (30) days written notice from RDA to Tenant of its said encumbrance, pay and discharge the same or shall furnish to RDA, in a form satisfactory to RDA, sufficient security for such lien, claim or demand and all costs and expenses in connection therewith. Should Tenant or its said encumbrancer within said thirty (30) day period, not pay and discharge said lien, claim or demand, or not provide said security to RDA, then City RDA, at its option, either treat such failure or refusal as a breach of or default under this Lease, or may pay any such lien, claim, charge or demand, or settle or discharge any action

therefore or judgement thereon, and all costs, expenses and other sums incurred or paid by RDA in connection therewith must be repaid to RDA by Tenant upon written demand, together with interest thereon at the rate of 10%, per annum from the date of payment until repaid, and any default in such repayment will constitute a breach of the covenants and conditions of this Lease.

43. **Assignments, Transfers and Encumbrances.** Tenant shall not sell, assign, transfer, or encumber this Agreement or any interest of Tenant in and to the property without the prior written consent of the RDA, such consent not to be unreasonably withheld. It is expressly agreed between the RDA and Tenant that Tenant shall not pledge any interest in this Agreement to secure repayment of any debt.

44. **Compliance with Laws, Permits and Licenses.** Tenant's business will be conducted and maintained in strict compliance with all applicable laws, ordinances, regulations, and other requirements of federal, state, county, city or other governmental agencies having jurisdiction over the Premises. Similarly, Tenant will obtain and pay for all necessary permits, licenses and other consents for the operation of Tenant's business including a City of Marina Business License. A refusal or failure by the City to issue any permit, license or approval sought by the Tenant shall not constitute a breach of this Lease, whether or not any such refusal or failure was wrongful. Tenant's sole remedy for a wrongful refusal or failure by the City to issue any permit, license or approval sought by Tenant shall be a petition for writ of mandate; and such a refusal or failure by the City shall not give rise to an action for money damages by the Tenant. Tenant represents and warrants that it has full power and authority to enter into this Lease and perform hereunder, and holds all permits and licenses which are required by law or regulation for complete performance in accordance with the terms of this Lease.

45. **Independent Status.** Tenant is an independent entity. Tenant is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Lease will be construed as creating a partnership or joint venture between City and Tenant. Neither Tenant nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

46. **Dispute Resolution.** The parties agree that if any dispute arises over the interpretation or performance of this Lease, the parties will first attempt to negotiate any such dispute informally. If such informal negotiation fails, and if the parties mutually agree at the time, the parties may then submit the dispute for formal mediation to the American Arbitration Association (AAA) or the Judicial Arbitration and Mediation Services (JAMS), or such other mediation service as the parties may mutually agree upon. Expenses of such mediation shall be shared equally between the parties.

47. **Confidentiality.** To the extent allowed by law, the RDA shall not disclose Tenant's financial statement or confidential financial position, or any records which are the basis of the gross sale portion of the rent calculation. Tenant acknowledges that the RDA is a municipal corporation and has limited powers to withhold information from the public.

48. **Attorney's Fees and Costs.** Should the dispute of the parties not be resolved by negotiation or mediation, and in the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Lease by means of court action or administrative enforcement, the laws of the State of California shall govern the interpretation of the terms and conditions of this Lease and such action shall be brought in a court of proper jurisdiction in Monterey County. The prevailing party, in addition to any other remedy at law or in equity available to such party, will be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorneys for the prevailing party.

49. **Litigation Involving Agreement.** In the event the RDA or the City are made a party to any litigation concerning this Lease or the premises by reason of any act or omission by Tenant, Tenant shall hold the RDA and City harmless from all loss or liability, including reasonable attorney's fees, incurred by the RDA or City in such litigation.

50. **Bankruptcy and Insolvency.** If Tenant, at any time during the term of this Lease, becomes insolvent, or if proceedings in bankruptcy are instituted by or against Tenant, or if Tenant is adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Tenant is appointed in any suit or proceeding brought by or against Tenant, or if Tenant makes any assignment for the benefit of creditors, then in each and every case, this Lease and the rights and privileges granted hereunder will immediately cease, terminate and be forfeited and canceled provided, however, that if Tenant, within six (6) days after the filing and service on Tenant of any involuntary petition in bankruptcy or for appointment of a receiver, commences proper proceedings to dismiss or deny the petition or vacate the receivership and expeditiously pursues and diligently exhausts all proper remedies toward that end, the bankruptcy or receivership may not constitute a default until the entry of a final determination adverse to Tenant.

51. **Force Majeure; Waiver.** Tenant will not be in default under this Lease in the event that the activities of Tenant are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Marina; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides; strikes, lockouts and other labor disturbances or other catastrophic events which are beyond the reasonable control of Tenant. "Other catastrophic events" does not include the financial ability of Tenant to perform or failure of Tenant to obtain any necessary permits or licenses from other governmental agencies or the right to use facilities of any public entity where such failure occurs because Tenant has failed to exercise reasonable diligence.

52. **Abandonment.** Tenant must not vacate or abandon the Property or any part of the Premises for a period in excess of thirty (30) days during any time during the term of this Lease. If Tenant abandons, vacates or surrenders the premises or is dispossessed by process of law or otherwise, any property belonging to Tenant and left on the property may be deemed, at the option of City, to be abandoned. Upon relinquishing possession, Tenant will be in default of this Lease and RDA is entitled to terminate this Lease and Tenant's rights in and to the Premises in the manner hereinafter provided by this Lease.

53. **Default.** Tenant will be deemed in default under this Lease:

a) Upon breach of any of the covenants and conditions of the Quitclaim Deed from the United States with respect to discrimination on the grounds of race, creed, color, national origin, sex, or age; with respect to economic discrimination; with respect to physical disability; with respect to the sale, assignment, transfer, encumbrance, or subletting of the property which is the subject matter of this Lease without the RDA's prior written consent; with respect to the bankruptcy or insolvency of Tenant; or, with respect to any other covenant or condition of this Lease, which breach cannot be cured, within forty-eight (48) hours upon being given notice thereof by RDA.

b) Upon failure to pay any fees or any other consideration required under this Lease to be paid by Tenant to RDA within ten (10) days following the date those obligations are due, or upon failure to provide evidence of the insurance when due, within forty-eight (48) hours after being given notice thereof by RDA.

c) Upon the breach of any of Tenant's other duties and obligations under this Lease, which breach can be cured, if such breach is not cured within forty-eight (48) hours after being given written notice thereof by RDA.

54. **Remedies on Default**

a) **RDA's Right to Terminate Lease.** Upon Tenant's default of this Lease, RDA is entitled, after reasonable notice to Tenant which notice provides Tenant with the statutorily required minimum time to cure any default in rent and which provides a reasonable time to cure any other type of default, to terminate this Lease as well as Tenant's rights in and to the Premises, to enter upon and retake possession of the Premises, including all improvements thereon and facilities appurtenant thereto, by legal proceedings or otherwise, and to recover from Tenant, at the time of such termination, the excess, if any, of the amount of any rent to be paid by Tenant under this Lease.

b) **Other Remedies.** All rights, options, and remedies of RDA contained in this Lease will be construed and held to be cumulative and not one of them will be exclusive of the other, and RDA will have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided for by law, whether or not stated in this Lease.

55. **Waiver of Default.** Any waiver by RDA of a default of this Lease arising out of the breach of any of the covenants, conditions, or restrictions of this Lease will not be construed or held to be a waiver of any succeeding or preceding default arising out of a breach of the same or any other covenant, condition, or restriction of this Lease.

56. **City's Right of Entry.** The City, in its proprietary capacity, reserves the right to inspect the Premises and agrees to give reasonable notice in accordance with the general laws of the City, prior to entering upon and inspecting the Premises at any time. Tenant shall permit City and any agents and employees of City to enter the Premises at all reasonable times for the purpose of

inspecting the same, or for the purpose of posting notices of non-responsibility for improvements, alterations, additions, or repairs, without any rebate of fees and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned. The City will attempt to provide 24-hours notice to Tenant prior to any such non-emergency entry.

57. **Notices.** All notices required or permitted to be given under this Lease shall be in writing and must be personally delivered or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To RDA: Redevelopment Agency of the City of Marina
City Hall
Office of the Executive Director
211 Hillcrest Avenue
Marina, California 93933
Telecopier: (831) 384-9148

Copy to: City Attorney
City of Marina
Law Offices of Robert R. Wellington
857 Cass Street, Suite D.
Monterey, California 93940
Telecopier Number: (831) 373-7106

To Tenant: Las Animas Concrete, LLC
Attn: Mr. Bart J. Bruno
192 Healy
Marina, California 93933
Telecopier Number: (831)883-1372

or to such other address as either party may from time-to-time designate by notice to the other given in accordance with this Section. Notice will be deemed effective on the date personally served or, if mailed, three business days from the date such notice is deposited in the United States mail.

58. **Amendment or Modification.** This Lease may be amended, altered or modified only by a writing, specifying such amendment, alteration or modification, executed by authorized representatives of both of the parties hereto.

59. **Construction of Lease.** Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If there is more than one Tenant designated in or signatory to this Lease, the obligations hereunder imposed upon Tenant are joint and several; and the term "Tenant" as used herein refers to each and every of said signatory parties, severally as well as jointly.

60. **Covenant & Condition.** Each term and provision of this Lease performable by Tenant or by the RDA shall be construed to be both a covenant and a condition.

61. **Time.** Time is and shall be of the essence of each term and provision of this Lease.

62. **Heirs and Successors.** All of the covenants, agreements, conditions and undertakings herein contained shall apply to and bind the representatives, heirs, executor, administrators, or successors-in-interest of all the parties hereto and all the parties hereto will be jointly and severally liable hereunder.

63. **Further Actions.** Each of the parties agree to execute and deliver to the other such documents and instruments, and to take such actions, as may reasonably be required to give effect to the terms and conditions of this Lease including such information and reports as may be required by the RDA or City for inclusion in any report to the Army or FORA.

64. **Interpretation.** This Lease has been negotiated by and between the representatives of both parties. Accordingly, any rule of law (including Civil Code §1654) or legal decision that would require interpretation of any ambiguities in this Lease against the party that has drafted it is not applicable and is waived. The provisions of this Lease shall be interpreted in a reasonable manner to affect the purpose of the parties and this Lease.

65. **Captions.** Titles or captions of the sections contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of it.

66. **Severability.** If any of the provisions of this Lease are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Lease and will not cause the invalidity or unenforceability of the remainder of this Lease, unless this Lease without the severed provisions would frustrate a material purpose of either party in entering into this Lease.

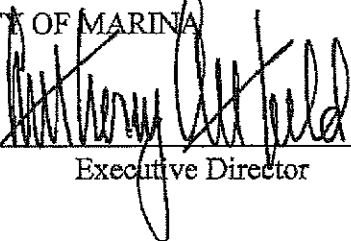
67. **Waiver.** No waiver of any right or obligation of either party hereto will be effective unless made in a writing, specifying such waiver and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Lease on any occasion will not bar the exercise of the same right on any subsequent occasion or of any other right at any time.

68. **Counterparts.** This Lease may be executed in two or more counterparts, each of which will be deemed an original, but any of which will be deemed to constitute one and the same instrument.

69. **Entire Agreement.** This Lease constitutes the entire and complete agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements of the parties, whether written or oral, with respect to the subject matter.

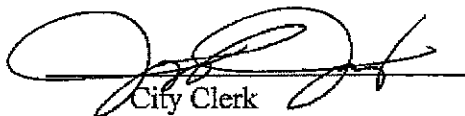
IN WITNESS WHEREOF, this Lease has been executed by the duly authorized officers or representatives of each of the parties.

REDEVELOPMENT AGENCY OF THE
CITY OF MARINA

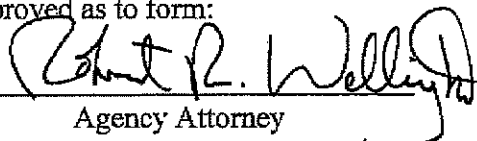
By: 
Executive Director

Date: 1.26.06

Attest:


City Clerk

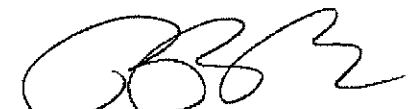
Approved as to form:


Agency Attorney

LAS ANIMAS CONCRETE, LLC

By: 
Bart J. Bruno
Its: Member

Date: 1/25/06

By: 
Paul B. Bruno
Its: Chief Financial Officer

Date: 1/25/06

EXHIBIT TO BE ATTACHED

EXHIBIT A

A PLAT OF THE PROPERTY
WHICH IS THE SUBJECT OF THIS AGREEMENT

Σ 80,714

EXHIBIT A

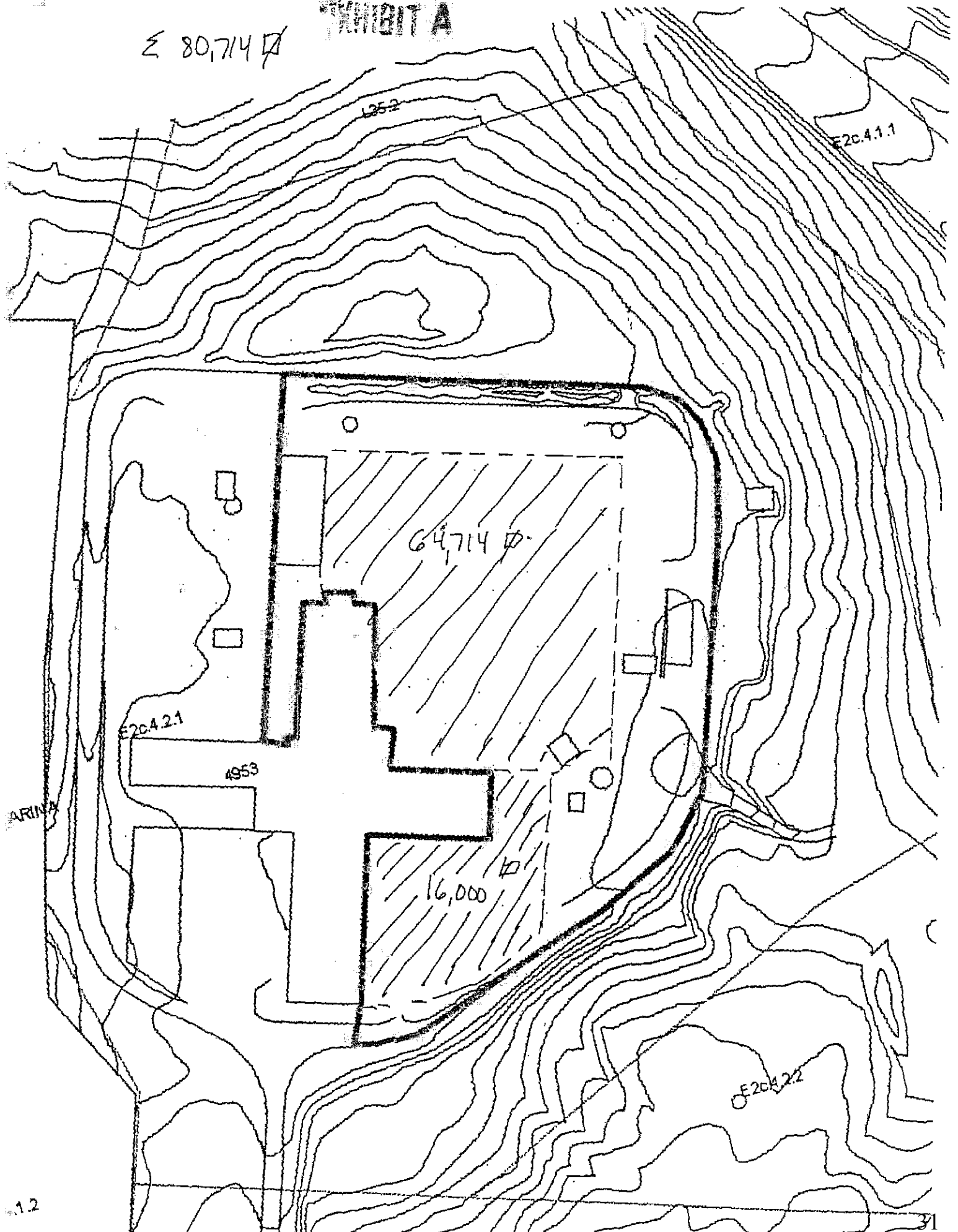


EXHIBIT B

AMENDMENT NO. 1 TO
LEASE FOR CONCRETE BATCH PLANT
BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF MARINA
AND LAS ANIMAS CONCRETE, LLC

Only changes described and the numbered paragraphs of said Agreement which are being modified below or otherwise revised are set forth in this Amendment. All other terms and conditions remain the same.

1. **Title.** The title of the Lease is deleted and amended to read "Lease Agreement for Concrete Batch Plant"

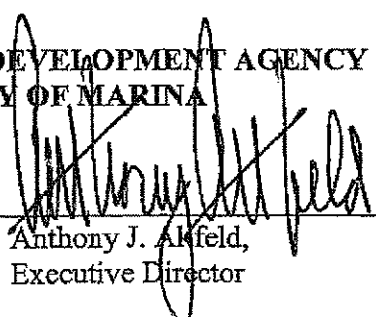
2. **Section 6. Term** is revised to read as follows:

The term of this Agreement shall be for seven (7) years, commencing on February 5, 2006, contingent upon the term of the Use Permit. This Lease may be terminated at any time by mutual agreement of the parties with thirty (30) days prior written notice.

Conditional Option to Extend Term. Tenant is hereby granted the conditional right and option to renew and extend the term of this Lease for an additional period of two (2) years only, following the expiration date hereof, February 4, 2013, provided that upon that on execution of such option this Lease is still in full force and effect at the time and that Tenant is not in default under any of the terms of this Lease. The option may be exercised by the Tenant by its giving written notice of its intent to exercise the option to the RDA Executive Director not sooner than one year and not later than six months prior to the expiration of the initial term hereof. The terms and conditions of the extended two (2) year option to extend the term of the Lease shall be the same as are provided herein, except that the monthly rate to be paid by the Tenant for the optional term shall be based upon the RDA's determination, in its sole discretion, of the then current fair market value for other similar industrial properties in the local area.

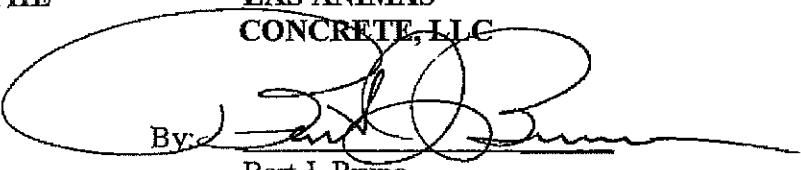
IN WITNESS WHEREOF, Contractor and the City of Marina by their duly authorized representatives, have executed this Amendment, on the dates written below at Marina, California.

REDEVELOPMENT AGENCY OF THE
CITY OF MARINA

By: 

Anthony J. Akfeld,
Executive Director

LAS ANIMAS
CONCRETE, LLC

By: 

Bart J. Bruno

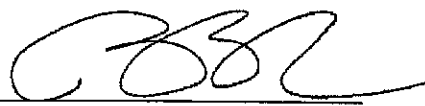
Date: 09-29-08

Date: 9/15/08

Attest: Pursuant to Resolution No.. 2008-22(MRA)

By: 

Joy V. Junsay, Agency Secretary

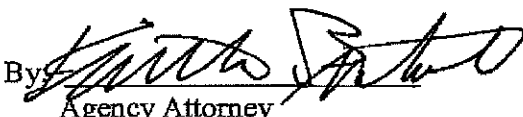
By: 

Paul B. Bruno

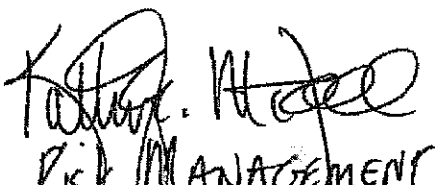
Its: Chief Financial Officer

Date: 9/15/08

Approved as to form:

By: 

Agency Attorney


Katherine H. Harte
Risk MANAGEMENT
CITY of MARINA



CITY OF MARINA
211 Hillcrest Avenue
Marina, CA 93933
831-884-1278; FAX 831-384-9148
www.ci.marina.ca.us

September 30, 2008

Mr. Bart Bruno
192 Healy Ave.
Marina, CA 93933

Re: Amendment # 1 to Las Animas Concrete Batch Plant Lease

Dear Mr. Bruno

Enclosed is a fully executed Amendment #1 to the lease agreement for Las Animas Concrete for your files.

Should you have any questions please contact Mr. Doug Yount, Development Services Director directly at (831) 384-7324.

Sincerely,

Anita Sharp
Administrative Assistant
City of Marina

AMENDMENT NO. 1 TO
LEASE FOR CONCRETE BATCH PLANT
BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF MARINA
AND LAS ANIMAS CONCRETE, LLC

Only changes described and the numbered paragraphs of said Agreement which are being modified below or otherwise revised are set forth in this Amendment. All other terms and conditions remain the same.

1. **Title.** The title of the Lease is deleted and amended to read "Lease Agreement for Concrete Batch Plant"

2. **Section 6. Term** is revised to read as follows:

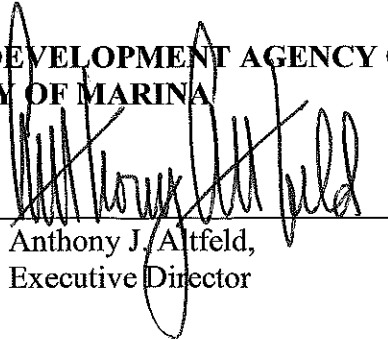
The term of this Agreement shall be for seven (7) years, commencing on February 5, 2006, contingent upon the term of the Use Permit. This Lease may be terminated at any time by mutual agreement of the parties with thirty (30) days prior written notice.

Conditional Option to Extend Term. Tenant is hereby granted the conditional right and option to renew and extend the term of this Lease for an additional period of two (2) years only, following the expiration date hereof, February 4, 2013, provided that upon that on execution of such option this Lease is still in full force and effect at the time and that Tenant is not in default under any of the terms of this Lease. The option may be exercised by the Tenant by its giving written notice of its intent to exercise the option to the RDA Executive Director not sooner than one year and not later than six months prior to the expiration of the initial term hereof. The terms and conditions of the extended two (2) year option to extend the term of the Lease shall be the same as are provided herein, except that the monthly rate to be paid by the Tenant for the optional term shall be based upon the RDA's determination, in its sole discretion, of the then current fair market value for other similar industrial properties in the local area.

IN WITNESS WHEREOF, Contractor and the City of Marina by their duly authorized representatives, have executed this Amendment, on the dates written below at Marina, California.

REDEVELOPMENT AGENCY OF THE
CITY OF MARINA

By:

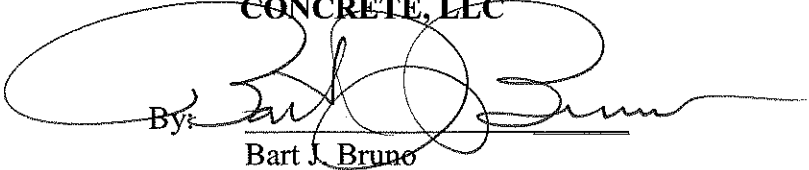

Anthony J. Attfeld,
Executive Director

Date:

09.29.08

LAS ANIMAS
CONCRETE, LLC

By:

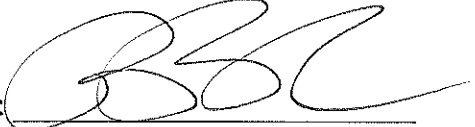

Bart J. Bruno

Date:

9/15/08

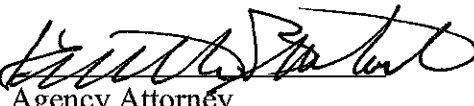
Attest: Pursuant to Resolution No.. 2008-22(MRA)

By: _____
Joy P. Junsay, Agency Secretary

By: 
Paul B. Bruno
Its: Chief Financial Officer

Date: 9/15/08

Approved as to form:

By: 
Agency Attorney



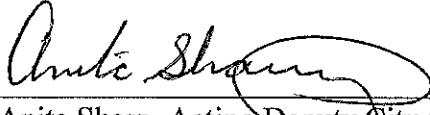
CITY OF MARINA
211 Hillcrest Avenue
Marina, CA 93933
831-884-1278; FAX 831-384-9148
www.ci.marina.ca.us

CERTIFICATE OF THE CITY CLERK

I, ANITA SHARP, ACTING DEPUTY CLERK OF THE CITY OF MARINA, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of City Council **Resolution No. 2012-104**, approving Amendment No. 2 to the Lease Agreement ("Lease") between the City of Marina and Las Animas Concrete, LLC, of Marina, California, for a lease term extension to February 4, 2017; and authorizing the Interim City Manager to execute Amendment No. 2 to the Lease with Las Animas Concrete, LLC, on behalf of the City subject to final review and approval by the City Attorney, adopted by the City Council of the City of Marina at a adjourned regular meeting duly held on the 3RD day of July 2012 and that the original appears on record in the office of the City Clerk.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MARINA

Date: July 9, 2012


Anita Sharp, Acting Deputy City Clerk

RESOLUTION NO. 2012-104

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN THE CITY OF MARINA AND LAS ANIMAS CONCRETE, LLC, OF MARINA, CALIFORNIA, FOR A LEASE TERM EXTENSION TO FEBRUARY 4, 2017, AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE LEASE AGREEMENT WITH LAS ANIMAS CONCRETE, LLC, ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, Las Animas Concrete, LLC ("Las Animas") leases real property consisting of approximately 80,714 square feet (1.85 acres) of property and facilities thereon (the "Property"), located on the south side of Imjin Parkway near Imjin Road at 499 Ninth Street, owned by the City of Marina (the "City"), and;

WHEREAS, on January 19, 2006, the Redevelopment Agency of the City of Marina ("RDA") approved a Lease Agreement with the terms of a five-year lease, with one two-year tenant option, pursuant to which the RDA would lease the Property to Las Animas and Las Animas would operate a concrete batch plant on the Property, and;

WHEREAS, the lease term was considered reasonable and anticipated to be long enough to allow Las Animas to amortize their investment in the site, given a projected level of construction activity, and;

WHEREAS, in September 2008, Amendment No. 1 to the Lease Agreement was approved, extending the original lease term from five years to seven years, due to the economic downturn which led to an extension of construction schedules and the sales needed to amortize the capital investment that Las Animas had made in the site, and;

WHEREAS, operation of a concrete batch plant within the City's Business Park Zoning District, the zoning district in which the project is located, requires approval of a Conditional Use Permit (CUP). A CUP for the plant's operation was originally approved by the City's Planning Commission at its November 10, 2005 regular meeting. The Planning Commission, at its April 12, 2012 regular meeting, extended the validity of the CUP for five years through April 12, 2017, and;

WHEREAS, the former Stockade site was owned by the Redevelopment Agency at the time of the original Lease Agreement; however, on March 10, 2011, via quitclaim deed, the Agency granted the former Stockade site to the City. The City, therefore, is party to the proposed Amendment No. 2 of the Lease Agreement, and;

WHEREAS, the proposed Amendment No. 2 extends the term of the Lease Agreement two years beyond the existing tenant option, through February 4, 2017, but does not include an option to extend the lease further. Amendment No. 2 conforms the term of the lease with the duration of the recently approved CUP, and;

WHEREAS, Amendment No. 2 to the lease agreement does not affect monthly rent payments or any other terms of the lease agreement, and;

WHEREAS, as required per agreement, 50% of all lease revenues must be shared with Fort Ord Reuse Authority ("FORA"), and;

WHEREAS, lease revenues are anticipated to be recorded in the FY12-13 Budget, General Fund 11, Economic Development Division 116, Rental/Lease Income, Account No. 11.116.54320.

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

1. Approve Amendment No. 2 to the Lease Agreement between the City of Marina and Las Animas Concrete, LLC of Marina, California, for a lease extension of to February 4, 2017, and;
2. Authorize the City Manager to execute Amendment No. 2 to the Lease Agreement with Las Animas, LLC, on behalf of the City, subject to final review and approval by the City Attorney.

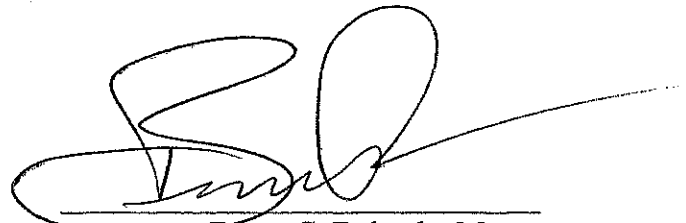
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of July 2012, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Ford

NOES: COUNCIL MEMBERS: O'Connell, Delgado

ABSTAIN: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None



Bruce C. Delgado, Mayor

ATTEST:



Anita Sharp, Acting Deputy City Clerk

**AMENDMENT NO. 2 TO
LEASE AGREEMENT FOR CONCRETE BATCH PLANT
BETWEEN THE CITY OF MARINA
AND LAS ANIMAS CONCRETE, LLC**

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT FOR CONCRETE BATCH PLANT ("Amendment No. 2") is made this ____ day of June 2012, by and between the CITY OF MARINA, a municipal corporation of the State of California ("City"), as the successor-in-interest to the Redevelopment Agency of the City of Marina, and LAS ANIMAS CONCRETE, LLC, A California limited liability company ("Tenant").

Recitals

A. On August 9, 2005, the City of Marina (the "City"), acting as the agent of the Fort Ord Reuse Authority ("FORA"), entered into that certain "Lease Agreement for Concrete Batch Plant" (the "Interim Lease").

B. On August 31, 2005, the Redevelopment Agency of the City of Marina ("RDA") accepted a Quitclaim Deed from the Fort Ord Reuse Authority ("FORA") for real property which includes the property leased to the Tenant by the Interim Lease, which continued as a direct lease from the City, through the RDA, to the Tenant.

C. The Interim Lease was terminated on February 5, 2006, upon the execution of the 5-Year Lease Agreement for Concrete Batch Plant ("5-Year Lease") which was effective that date between the RDA and the Tennant.

D. On September 29, 2008, the RDA and the Tenant entered into Amendment No. 1 to Lease for Concrete Batch Plant ("Amendment No. 1") which provided for: (1) changing the title of the 5-Year Lease to "Lease Agreement for Concrete Batch Plant"; amending the term of the 5-Year Agreement to provide for a term of seven years commencing on February 5, 2006 and terminating February 4, 2013, contingent upon the term of the Use Permit; granting to the Tenant a conditional right and option to extend the term of the 5-Year Lease for an additional period of two years following the expiration date of February 4, 2013.

E. On March __, 2011, by Quitclaim Deed ("2011 Quitclaim Deed") the RDA granted the real property which is the subject of the 2006 Lease Agreement for Concrete Batch Plant ("2006 Lease") to the City.

E. Tenant desires to continue to occupy and utilize the Premises as a site for operating the Tenant's Concrete Batch Plant under the terms of the 2006 Lease as amended, modified.

F. The 2006 Lease provides that it may only be amended or modified in a writing executed by authorized representatives of both parties.

G. Only the number paragraphs of the 2006 Lease or Amendment No.1 which are being amended or modified are set forth in by this Amendment No. 2.

F. It is mutually agreed that the 2006 Lease continues upon and subject to its terms, covenants, conditions and provisions as added, amended and modified by Amendments No. 1 and Amendment No. 2 and Tenant covenants, as a material part of the consideration for the lease, to keep, perform, and comply with each and all of said terms, covenants, conditions and provisions to be kept, performed and complied with, and this Amendment No. 2 is made upon the condition of such performance and compliance.

Terms & Conditions Amended & Added

1. **Section 6 "Term" of the 2006 Lease, and as revised by Amendment No. 1,** are both deleted in their entirety and replaced by 6. (b) to read as follows:

"6. (b) **Term.** The term of this Agreement shall be for eleven (11) years, commencing on February 5, 2006, and terminating on February 4, 2017. Tenant shall have no option to extend the term of the Lease. The Lease may be terminated at any time by mutual agreement of the parties with thirty (30) days prior written notice."

2. **Section 70 "Attornment" added**

"70. **Attornment.** Tenant shall attorn to the City, as the Grantee under the terms of the 2011 Quitclaim Deed which conveyed the Premises from the RDA to the City, and Tenant recognizes the City as the Landlord under the 2006 Lease Agreement for Concrete Batch Plant, as amended. All references in the Lease Agreement for Concrete Batch Plant to the Redevelopment Agency of the City of Marina or the RDA shall be construed and interpreted as being references to the City."

3. **Section 2 of Amendment No. 1 to the 2006 Lease is of no further force or effect.**

4. Except as herein amended and added, all terms and conditions of the 2006 Lease shall remain in full force and effect.

5. This Amendment No. 2 is executed in two duplicate originals, each of which is deemed to be an original. This Amendment consists of three pages.

IN WITNESS WHEREOF, Tenant and the City by their duly authorized representatives, have executed this Amendment No. 2 to Lease Agreement for Concrete Batch Plant, on the dates written below at Marina, California.

CITY OF MARINA

LAS ANIMAS CONCRETE, LLC

By: _____
Douglas A. Yount,
Interim City Manager

By: _____
Bart J. Bruno
President

Date: _____

Date: _____

By: _____
Paul B. Bruno
Its: Chief Financial Officer

Attest:

Anita Shepherd-Sharp
Acting Deputy City Clerk
Attest: (Pursuant to Resolution No.. 2012-_____

Approved as to form:

City Attorney

EXHIBIT C

RESOLUTION NO. 2024-20

RESOLUTION NO. 24-20 APPROVING CONDITIONAL USE PERMIT CU23-0002 TO ALLOW THE CONTINUED OPERATION OF AN EXISTING CONCRETE BATCH PLANT ON AN APPROXIMATELY THREE (3) ACRE SITE LOCATED AT 499 NINTH STREET (APN 031-201-014 AND -016) FOR THREE (3) YEARS WITH ONE (1) ADDITIONAL YEAR TO DISMANTLE OPERATIONS. THIS ACTION IS SUBJECT TO FINDINGS, CONDITIONS OF APPROVAL AND AN INITIAL STUDY / NEGATIVE DECLARATION (IS/ND) (SCH #2024080409) PREPARED FOR THE PROJECT.

WHEREAS, on June 27, 2005, the Planning Commission adopted a Mitigated Negative Declaration for the proposed project concluding that no impacts to any state protected area or area otherwise under the jurisdiction of the State will occur. Measures to ensure that any air quality impacts that may occur are maintained at a less than significant level have been incorporated into the conditions of approval of the Use Permit. These conditions protect adjacent land uses from potential air quality and noise impacts.

WHEREAS, on November 10, 2005, the Marina Planning Commission adopted Resolution No. 2005-09, adopting findings, conditions, and approving a Use Permit for five (5) years for Las Animas Concrete Batch Plant to operate.

WHEREAS, on April 12, 2012, the Marina Planning Commission adopted Resolution No. 2012-03 approving the extension of the Use Permit (UP 2012-04) for the operation of a concrete batch plant for a second 5-year period.. The second Use Permit expired on April 12, 2017.

WHEREAS, in 2023, Las Animas met with the City to renew their lease. In reviewing the permit history for this site, staff discovered that the Use Permit was expired and informed Las Animas that a new Use Permit would be required to continue operating at this location.

WHEREAS, on October 19, 2023, the applicant submitted application materials for a new Conditional Use Permit (CU 23-0002) to allow Las Animas to continue operation for three (3) years with one (1) additional year for decommissioning the site as described below (**Exhibit A**).

WHEREAS, the Planning Commission, at a duly noticed public hearing October 24, 2024, carefully considered all of the information presented to it, including the staff report and information submitted at the public hearing by interested persons;

WHEREAS, notice is hereby given that decisions of the Planning Commission are appealable to the City Council within 10 days of the date of this action pursuant to Marina Municipal Code Section 17.58.050;

WHEREAS, the Commission expressed concern that both the applicant and City have allowed the operation to occur after expiration of the last permit and in violation of certain aspects of the Marina Municipal Code (MMC). The Commission requests that the approved uses be monitored by the City and required to remain in compliance with the MMC and conditions of approval;

WHEREAS, Public Resources Code Section 21080.c and California Environmental Quality Act (CEQA) Guidelines Section 15070 require the lead agency shall adopt a Negative Declaration when there is a less than significant effect on the environment. In compliance with the California Environmental Quality Act, a Draft Initial Study Negative Declaration (IS/ND)

(SCH No. 2024080409) (Exhibit B) has been prepared and publicly circulated for a period of 30 days (August 9, 2024, through September 9, 2024) and has been submitted for review and consideration by the Planning Commission. The City of Marina Planning Commission has reviewed the Initial Study for the project and adopts the Negative Declaration determination under the California Environmental Quality Act (CEQA) for this project (SCH #: 2024080409).

Further, the City of Marina Planning Commission has determined that this project, including continued operation of the concrete batch processing plant and decommissioning of the site, is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) under Class 1, Section 15301 for Existing Facilities; and

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Marina hereby approves Conditional Use Permit CU23-0002 to allow the continued operation of an existing concrete batch plant on an approximately three (3) acre site located at 499 Ninth Street (APN 031-201-016 and 031-201-014) for three (3) years with one (1) additional year to dismantle operations. This action is subject to findings, conditions of approval and the Initial Study / Negative Declaration (IS/ND) (SCH #2024080409) prepared for the project, as described herein and as shown on Exhibit A Application Materials, Exhibit B Negative Declaration, Exhibit C Findings, and Exhibit D Conditions of Approval attached hereto.

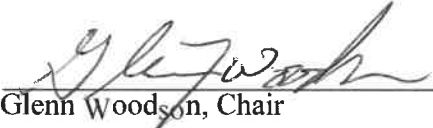
PASSED AND ADOPTED by the Planning Commission of the City of Marina at a regular meeting duly held on the 24th day of October, 2024, by the following vote:

AYES, COMMISSIONERS: BARON, RANA, WALTON, WOODSON, ST. JOHN, JACOBSEN

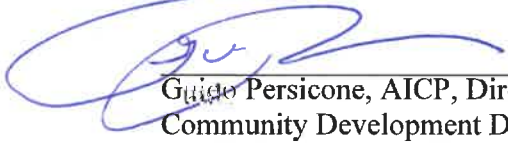
NOES, COMMISSIONERS:

ABSENT, COMMISSIONERS:

ABSTAIN, COMMISSIONERS:


Glenn Woodson, Chair

ATTEST:


Guido Persicone, AICP, Director
Community Development Department

Exhibits:

- A. Application Materials
- B. Negative Declaration (SCH #2024080409)
- C. Findings
- D. Conditions of Approval

EXHIBIT A

Application Materials
(On Separate Sheet)



HEAD OFFICE:
146 ENCINAL ST.
SANTA CRUZ, CA 95060 USA
P.O.BOX 507
SANTA CRUZ, CA 95061 USA
Fax: 831-426-6346
Phone: 831-426-7280

MARINA:
499 9TH ST.
MARINA, CA 93933 USA
P.O.BOX 517
SANTA CRUZ, CA 95061 USA
Fax: 831-883-3043
Phone: 831-883-3040

Additional Operational Information:

Las Animas Concrete LLC typically has 4 different tractor-trailer trucks delivering material each day. On any given day, each truck will do 3 or 4 loads. All Deliveries are between 5:30 AM and 4 PM.

Las Animas Concrete, LLC has 12 mixer trucks that do 4 loads each day on average. All trucks are batched between 5:30 AM and 4 PM

Night time operation is typically rare. We usually do not work nights however, we are contracted to do night work on occasion. When we have a night job it can last for a few weeks at a time.

Las Animas Concrete has 14 employees maximum onsite at Marina.

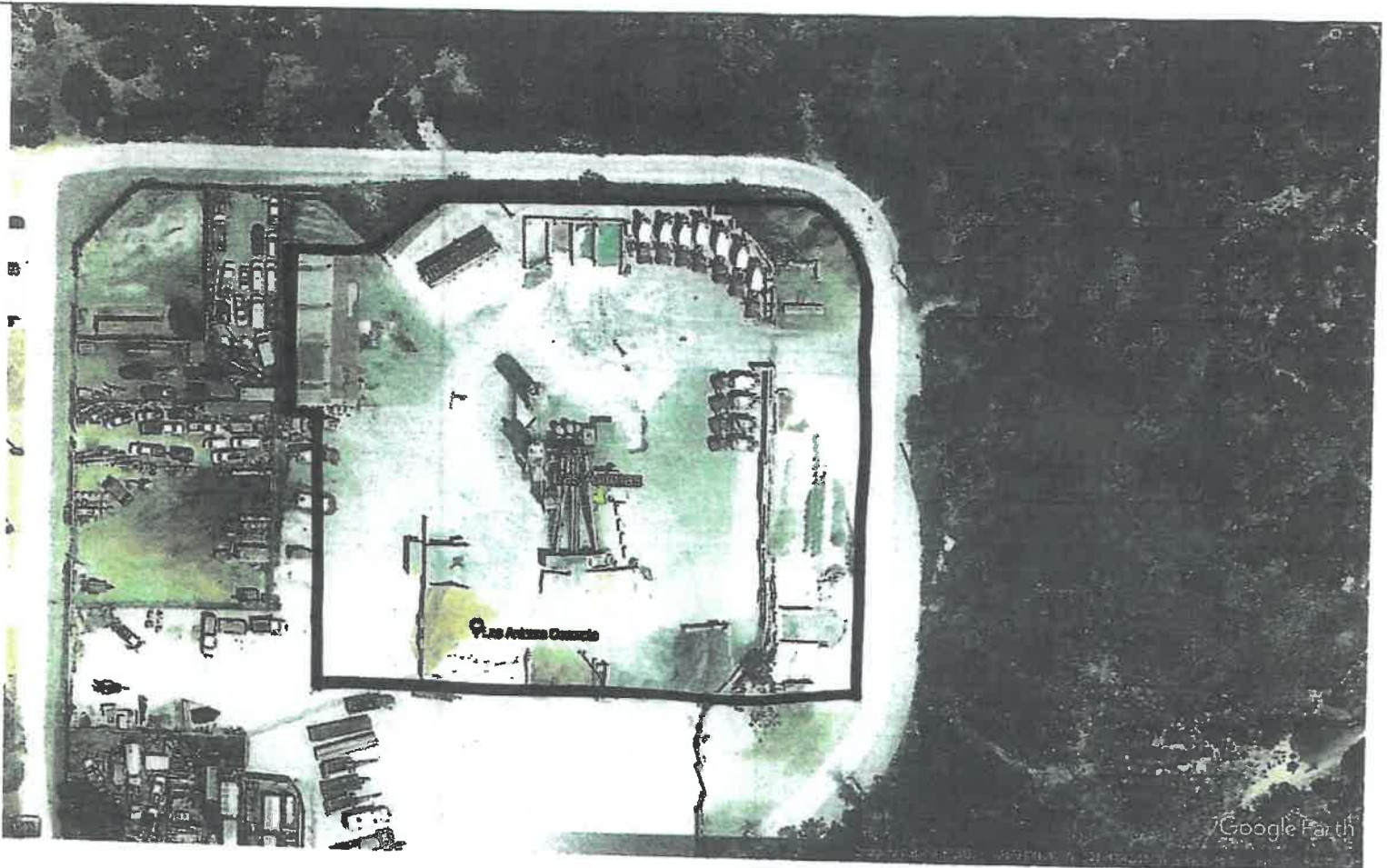


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Phone: 831-883-3040



APN: 031 201 016 000





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P.O.BOX 517
SANTA CRUZ, CA 95061 USA
Fax: 831-883-3043
Phone: 831-883-3040

PLOT PLAN

499 9th Street Marina CA

APN: 031 201 016 000

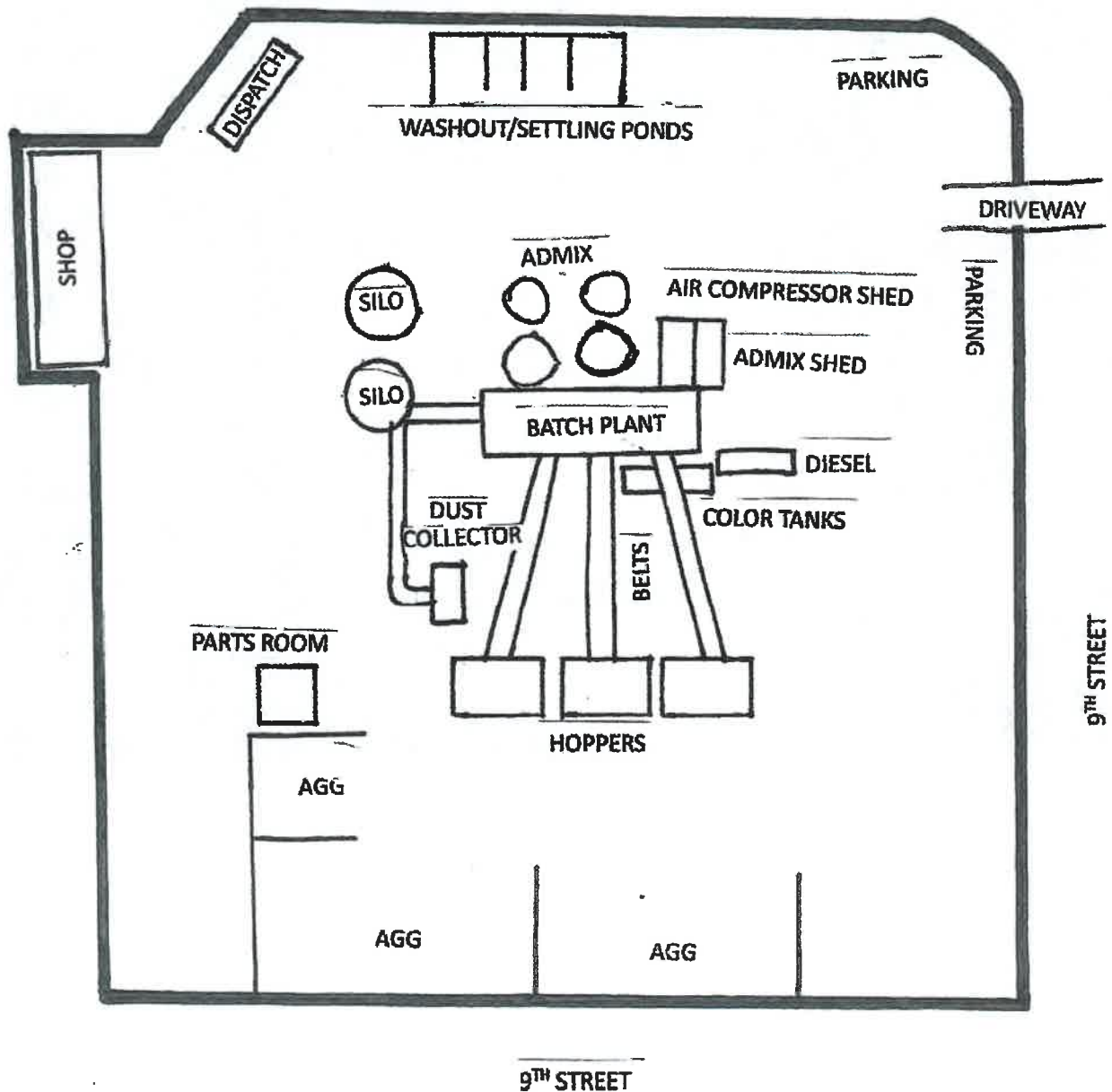


EXHIBIT B

On File with the City of Marina

Documents are also on the City of Marina's Environmental Review webpage (during project review): <https://www.cityofmarina.org/945/Environmental-Review>

EXHIBIT C

FINDINGS

Consistency with the Zoning Code

General findings for consideration of a use permit (17.58.040):

- 1) *That the establishment, maintenance or operation of the use will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood.*

Evidence: The proposed use, including the exception for limited nighttime operations, as conditioned herein shall not have a significant impact on persons residing or working in the neighborhood.

General Plan Compliance

Consistency with the General Plan

- 1) General Plan Policy 2.75 – Permitted Industrial Uses states:

“The following uses shall be permitted unless explicitly excluded by the policies and conditions for specific areas. Permitted industrial uses include the following: 1. Custom manufacturing such as small-scale manufacturing, processing, assembling, packaging, or treatment of specialized goods, such as precision equipment, scientific instruments, art objects, hand-crafted goods, and specialized printing and publishing. 2. Light manufacturing involving processing, assembling, fabrication, or packaging in an operation that does not create smoke, odor, dust, sound, vibration, or lighting to a degree that might be noxious or offensive to people residing or conducting businesses in the vicinity. 3. Warehousing involving the storage and distribution of raw, unfinished, and manufactured products with on-premise sales limited primarily to wholesale transactions and mini-storage serving private individuals or firms.”

Evidence: The proposed use is consistent with the permitted industrial uses allowed in the general plan as it will continue to operate a concrete batch processing plant where they process and distribute materials to construction and infrastructure projects within the surrounding area.

- 2) General Plan Policy 2.76.5, Paragraph 6 of Community Goals states:

“The potential for adverse impacts of industrial and commercial-services upon residential uses has been addressed principally by the physical separation of these areas from areas which have a significant level of existing residential use or potential for such use.”

Evidence: The proposed project to continue operation of a batch concrete processing plant, which is separated from adjacent residential uses. The technical analysis identified the nearest residential land uses as being located approximately 485 feet northeast of the project site, across Imjin Parkway. Residential land uses are also located to the west of the project site approximately 950 feet away along California Drive. CSUMB's Promontory apartments are located approximately 1,175 feet south of the project site (AMBIENT, 2024b).

California Environmental Quality Act (CEQA) Negative Declaration Findings

Public Resources Code Section 21080.c and California Environmental Quality Act (CEQA) Guidelines Section 15070 require that the lead agency adopt a Negative Declaration when there is a less than significant effect on the environment.

1. The Initial Study / Negative Declaration of environmental impact were released for the public review and the project as proposed and designed would have less than significant effect on the environment.
2. There is no substantial evidence in light of the whole record before the City of Marina that the project may have a significant effect on the environment.
3. The Planning Commission has read and considered the Initial Study/Negative Declaration, and any comments thereon, and has determined the Initial Study/Negative Declaration reflect the independent judgment of the City and was prepared in accordance with CEQA requirements.

Further, this project, including continued operation of the concrete batch processing plant and decommissioning of the site, is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) under Class 1, Section 15301 for Existing Facilities and the demolition is exempt under CEQA Guidelines Section 15268 Ministerial Projects.

EXHIBIT D

CONDITIONS OF APPROVAL

1. Approved Use – The permittee shall execute and operate the project in accordance with the approved application materials and plans received on November 9, 2023, as amended by the following conditions of approval. Any deviation from approvals must be reviewed and approved by staff and may require separate approval from the Planning Commission and/or further environmental review.
2. Effective Date, Expiration, and Extensions – The use permit as proposed expires after three (3) years from the date of issuance of this permit. Las Animas will then have up to one (1) year after the expiration of the permit, to decommission the site and remove the equipment and buildings in coordination with the City of Marina. The site shall be returned to the City of Marina in the state that it was first leased or as agreed upon in the lease agreement. This approval shall become effective immediately, except when an appeal period applies pursuant to Marina Municipal Code (MMC) Chapter 17.70 in which case actions shall become effective ten (10) days after the approval date provided that no appeal is filed. Approval shall expire one-year from the Approval date, or from the date of the final decision in the event of an appeal, unless within such period a complete building permit application has been filed with the Community Development Department, or the authorized activities have commenced in the case of a permit not involving construction. Upon written request and payment of appropriate fees submitted no later than the expiration date of this Approval, the Community Development Director or designee may grant a one-year extension of this date, with additional extensions subject to approval by the approving body. Expiration of any necessary building permit or other construction-related permit for this project may invalidate this Approval if said Approval has also expired. If litigation is filed challenging this Approval or its implementation, then the time period stated above for obtaining necessary permits for construction, commencement of authorized activities, and/or the expiration of the permit / decommission of the site is automatically extended for the duration of the litigation.
3. Compliance with Other Requirements – The permittee shall comply with all other applicable federal, state, regional, and local laws, codes, requirements, regulations, and guidelines. Compliance with other applicable requirements may require changes to the approved use and/or plans. These changes shall be processed in accordance with the procedures contained in Condition #4.
4. Modifications – Any modification to the approved project, site plan, conditions of approval, or use requires consistency review and approval by Planning Staff. Major revisions may require review and approval by the original approving body or a new independent permit.
5. Compliance with Conditions of Approval – The permittee shall be responsible for compliance with all Conditions of Approval. The City reserves the right at any time during construction to require certification by a licensed professional at the permittee's expense that the as-built project conforms to all applicable requirements. Violation of any term, project description, or Condition of Approval is unlawful and prohibited. In the case of noncompliance with the requirements of a Use Permit, Marina Municipal Code (MMC) Section 17.58.060 allows for the revocation of said permit. The City reserves the right to initiate civil and/or criminal enforcement and/or abatement proceedings where violations are present, consistent with MMC Chapters 1.08, 1.10 and 1.12.

6. Revocation – Where one or more project Conditions of Approval are not met, or where a project was approved on the basis of false material information given willfully, intentionally or negligently by the permittee, the appropriate authority may revoke or modify the approval for the project.
7. Indemnification – To the extent allowable by law, the permittee agrees to hold the City harmless from costs and expenses, including attorney's fees, incurred by the City or held to be the liability of the City in connection with the City's defense of its actions in any proceeding brought in any state or federal court challenging the City's actions with respect to the project. The permittee understands and acknowledges that the City is under no obligation to defend any legal actions challenging the City's actions with respect to the project.
8. Violation of Code – Any person who does any work or uses, occupies, or maintains any building or structure, or causes the same to be done, or does any grading, contrary to or in violation of Title 15, Buildings and Construction, or of any of the uniform codes adopted by Title 15 is guilty of an infraction pursuant to Marina Municipal Code (MMC) Section 15.04.060.
9. Enforcement – In the event that the use results in increased service calls, other public nuisance or violation of any code of law, the City may bring this Use Permit before the Planning Commission for possible revocation.
10. Truck Traffic Circulation – Truck operations shall be restricted to the approved circulation plan as shown in the diagram to the right. The route trucks must take is 9th St. from the site, left onto California Dr., right onto 8th St., and a left onto Imjin Rd. out to Imjin Pkwy. Cement trucks shall not use Fourth Ave. or California Ave. until such time as California Ave. is opened to the public, then this shall be the preferred route (no trucks shall use Fourth Ave.)



11. Hours of Operation – the use shall be limited to operating between 6:00 am to 5:00 pm on weekdays, 7:00 am to 5:00 pm on Saturdays.
12. Night operations – Nighttime operation shall be defined as operating between 10:00 pm and 6:00 am on weekdays and between 7:00 pm and 7:00 am on Saturday. No nightwork shall be permitted on Sundays. Las Animas is allowed no more than three (3) nighttime operational uses per year at ten (10) day intervals.
13. Monterey Bay Air Resources District (MBARD) Permit – Applicant / Owner shall continue to operate in compliance with its existing Permit to Operate from MBARD and maintain continued compliance with all conditions of the permit. Further, the decommissioning of the site shall abide by all MBARD requirements for air quality.

14. Lease Agreement – Applicant / Owner shall acquire lease approval from the City and maintain the property according to the terms and conditions of the lease.
15. Notice of Determination – Within 5 business days from the date of the Planning Commission's action upon the use permit the applicant shall submit a check payable to the "Monterey County Clerk" in the amount of \$2,966.75 for filing the required CEQA notice of determination (subject to the current fee County's Assessor fee schedule:
<https://www.countyofmonterey.gov/government/departments-a-h/assessor/fee-schedule>).
16. Site Maintenance – The project site shall be kept in a blight- and nuisance-free condition. Any existing blight or nuisance shall be abated within 30 days of approval. Further, no concrete shall be dumped to dry along 9th Street outside of the area directly adjacent to the fence. Further, the area directly adjacent to the fence must be maintained and cleaned regularly.
17. Lighting – Exterior lighting fixtures shall be adequately shielded to a point below the light bulb and reflector prevent unnecessary glare onto adjacent properties. After installation, the Community Development Director or designee shall retain the right to require reduction in the intensity of illumination or change of light color if said illumination creates any undue public nuisance.
18. Waste Receptacles – No storage of trash, recycling, or food waste receptacles shall be permitted within the public right-of-way. Receptacles shall be stored on site and screened from the public view. The permittee shall ensure that the requirements of Marina Municipal Code (MMC) Chapter 8.04 pertaining to recycling and solid waste disposal are met.
19. Operational Noise – Noise levels from the project site after completion of the project (i.e., during project operation) shall comply with the performance standards of Marina Municipal Code (MMC) Chapter 9.24. If noise levels exceed these standards, the activity causing the noise shall be abated until appropriate noise reduction measures have been installed and compliance verified by the City. Furthermore, the City of Marina Municipal Code (Title 15, Buildings and Construction, Chapter 15.04, Section 15.04.055) generally limits noise-generating construction activities to between the hours of 7:00 am and 7:00 pm Monday through Saturday (City, 2024a). For this site, noise generation is permitted to begin at 6:00 am Monday through Friday. The ordinance also limits noise-generating construction activities between 10:00 am and 7:00 pm on Sundays and holidays (AMBIENT, 2024b).
20. Decommissioning / Demolition of the Site – All decommissioning and demolition of all of the improvements the site shall occur during normal construction hours of 7:00 AM to 7:00 PM, and on Sundays and holidays between the hours of 10:00 AM and 7:00 PM as stated in Marina Municipal Code Section 15.04.055. Decommissioning the site shall not exceed the operational impact of the existing use or exceed the permitted trip count and approved truck route.
21. Permit Authorization and Signature – The Use Permit is not valid, and construction shall not commence until the below affidavit is signed and the approved Conditions are returned to the Community Development Department.
 - a. I attest to the truth and correctness of all the facts, exhibits, maps, and attachments presented with and made a part of the application for the assembly use with a caretaker unit at 3204 Eucalyptus Street.
 - b. I understand and agree to implement all conditions throughout the duration of the project.

- c. I acknowledge that any changes to the conditions of approval would require modification of the conditional use permit by the approval authority.

Permittee's Name:

Permittee's Signature:

Date:

- d. I am the owner of the property involved in this project, and I authorize the person named above to act on my behalf throughout the duration of the project.

Property Owner's Name:

Property Owner's Signature:

Date:

EXHIBIT D

AMENDED

LEASE AGREEMENT FOR CONCRETE BATCH PLANT

THIS LEASE AGREEMENT (“Lease” or “Agreement”) is made and entered into by and between the **CITY OF MARINA**, a municipal corporation of the State of California (“City”), and **LAS ANIMAS CONCRETE & BUILDING SUPPLY, INC.**, a California corporation (“Tenant”) on _____, 2025 for real property located at 499 Ninth Street (Assessor’s Parcel Numbers 031-201-014 and -016), as shown on **Exhibit A** (“Property” or “Premises”). The City and the Tenant are sometimes referred to herein collectively referred to as the “Parties,” as follows:

Recitals:

This Lease is entered into with reference to the following facts and circumstances, which are hereby found and determined by the Parties:

A. On August 9, 2005, the City, acting as the agent of the Fort Ord Reuse Authority (“FORA”), entered into that certain “Lease Agreement for Concrete Batch Plant” (the “Interim Lease”) with Tenant’s predecessor, Las Animas Concrete, LLC (“LAC LLC”).

B. On August 31, 2005, the City accepted a Quitclaim Deed from FORA for real property which includes the property leased to LAC LLC by the Interim Lease, which continued as a direct lease from the City, through the Redevelopment Agency of the City of Marina (“RDA”), to the Tenant.

C. The Interim Lease terminated on February 5, 2006, upon the execution of the 5-Year Lease Agreement for Concrete Batch Plant (“5-Year Lease”) which was effective that date between the RDA and the LAC LLC.

D. On September 29, 2008, the RDA and the LAC LLC entered into Amendment No. 1 to Lease for Concrete Batch Plant (“Amendment No. 1”), which provided for: (1) changing the title of the 5-Year Lease to “Lease Agreement for Concrete Batch Plant”; amending the term of the 5-Year Agreement to provide for a term of seven years commencing on February 5, 2006 and terminating February 4, 2013, contingent upon the term of the Use Permit; granting to the LAC LLC a conditional right and option to extend the term of the 5-Year Lease for an additional period of two years following the expiration date of February 4, 2013.

E. On March 10, 2011, by Quitclaim Deed (“2011 Quitclaim Deed”) the RDA granted the real property which is the subject of the 2006 Lease Agreement for Concrete Batch Plant (“2006 Lease”) to the City.

F. On July 3, 2012, the City and LAC LLC entered into the Second Amendment to the Lease Agreement for Concrete Batch Plant (“Amendment No. 2”), which provided for: (1) changing the term of the Agreement to eleven (11) years, commencing on February 5, 2006, and terminating on February 4, 2017; (2) establishing that LAC LLC shall have no option to extend the term of the Lease; and (3) establishing that the Lease terminated at any time by mutual

agreement of the parties with thirty (30) days prior written notice. The Lease, thus, terminated by its own terms on or about February 6, 2017.

G. In 2023, LAC LLC met with the City to renew its lease, and in reviewing the permit history for this site, staff discovered that the Use Permit was expired and informed Tenant that a new Use Permit would be required to continue operating at the Premises, defined below.

H. On October 19, 2023, LAC LLC submitted application materials for a new Conditional Use Permit (CU 23-002) ("CUP") to allow LAC LLC to continue operation for three (3) years with one (1) additional year for decommissioning the Tenant's Concrete Batch Plant ("Batch Plant") at the Premises.

I. On or about May 30, 2024, LAC LLC dissolved and the business was transferred to Tenant prior to that dissolution.

J. On October 24, 2024, the City of Marina Planning Commission ("Planning Commission"), at a duly noticed public hearing, considered all of the information presented to it, including the staff report and information submitted at the public hearing by interested persons. The Planning Commission adopted Resolution No. 24-20, approving the CUP to allow continued operation of the Batch Plant. The CUP is attached hereto as **Exhibit B** for reference purposes only.

K. Tenant desires to occupy and utilize the Premises as a site for operating the Batch Plant.

L. It is mutually agreed that this Lease is upon and subject to the following terms, covenants, conditions and provisions and Tenant covenants, as a material part of the consideration of this Lease, to keep, perform and comply with each and all of said terms, covenants, conditions and provisions to be kept, performed and complied with, and this Lease is made upon the condition of such performance and compliance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and the facts recited above, which are hereby incorporated into this Lease by reference, the Parties agree as follows:

Terms and Conditions

1. **Purpose.** The purpose of this Lease is to facilitate redevelopment, reuse and maintenance of land within the City and on former Fort Ord.

2. **Premises.**

The City hereby delivers to Tenant, and Tenant hereby accepts from the City this Lease for exclusive possession and use of the Premises and facilities, described as approximately 1.85 acres (80,714 s.f.) of minimally improved, graded land, located near Ninth Street, Fifth Avenue, Sixth Avenue and Imjin Parkway in Marina, County of Monterey, California, identified as 499 Ninth Street and as shown on **Exhibit A**, which is attached hereto and incorporated herein.

3. **Use.**

a. Tenant shall use the Property as the site for continued operation of its Batch Plant, which use will include importing and storing at any given time approximately 150 cubic yards of rock and sand to be used to make concrete. Concrete batch infrastructure includes material bunkers, hoppers, two (2) 55-foot-tall silos, one (1) 125-foot-long conveyor, and four (4) 30x15 foot washouts/settling ponds. Tenant's use of the Premises shall include loading sand and coarse aggregate into a portable plant which will then dispense these products into mixer trucks for delivery to job sites located off the Premises. All use shall be consistent with the terms of the CUP.

b. Any and all materials classified as hazardous under federal regulations and used in Tenant's activities on the Premises shall be identified to the satisfaction of the City as to identity, type and quantity and shall be stored, used and disposed of in accordance with all local, state and federal regulations. Tenant shall not use the Premises for any other purpose without the prior written consent of the City.

4. **Use of Mixer Trucks.** Tenant has twelve (12) mixer trucks that do four (4) loads per day on average, with fluctuations in the number of daily trips by the mixer trucks due to the seasonal nature of the construction activities being served. Mixer trucks shall use only those routes to and from the Batch Plant as have been designated by the City and make all reasonable effort to avoid any impact on the operation of the Marina Equestrian Center by not using the narrow streets around the Equestrian Center. In accordance with Condition 10 of the CUP, truck operations shall be restricted to the approved circulation plan shown in the CUP. Cement trucks shall not use Fourth Avenue or California Avenue until such time as California Avenue is open to the public, then this shall be the preferred route. No trucks shall use Fourth Avenue.

5. **Hours of Operation.** Tenant shall operate the Batch Plant Monday through Friday from 6:00 a.m. to 5:00 p.m. and Saturday from 7:00 a.m. to 5:00 p.m. Nighttime operations shall be defined as operating between 10:00 p.m. and 6:00 a.m. on weekdays and between 7:00 p.m. and 7:00 a.m. on Saturday. No nighttime operations shall be permitted on Sundays. Tenant is allowed no more than three (3) nighttime operational uses per year at ten (10) day intervals. To utilize one of the three (3) nighttime operational uses per year, Tenant must notify City via e-mail to the City Manager and the Director of Community Development forty-eight (48) hours in advance that it intends to use one of its three (3) uses per year. Tenant must also notify City via e-mail to the City Manager and the Director of Community Development as soon as practicable if, due to unforeseen circumstances, its operations exceed the 5:00 p.m. cutoff on any days it is allowed to operate.

6. **Operational Noise.** Tenant shall conform its conduct of all activities on and around the Premises to the provisions of Chapter 9.24 of the City's Municipal Code, entitled "Noise Regulations" and the approved CUP. If noise levels exceed these standards, the activity causing the noise shall be abated until appropriate noise reduction measures have been installed and compliance verified by the City.

7. **Term.** The term of this Agreement shall commence on the date that this Agreement is fully executed by Parties. The Lease shall terminate no later than ~~June 30~~December 31, 2026;

however, Tenant must cease operation of the Batch Plant on or before December 31, 2025. Tenant shall then have up to twelve (12) months, between January 1, 2026 and December 31, 2026, to dismantle ~~operations of~~ the Batch Plant and return the site to its pre-lease condition as set forth in **Section 21.i**, herein (“Pre-Lease Condition”). Upon dismantling of the Batch Plant and return of the Premises to its Pre-Lease Condition, subject to review and concurrence by the City, this Lease terminates, but in no event later than December 31, 2026. This Lease may also be terminated at any time by mutual agreement of the parties with thirty (30) days prior written notice. Tenant shall have no option to extend the term of the Lease.

8. Reservation & Easements.

a. Easements and Reservations.

(i) The Premises are subject to all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record.

(ii) The Property is subject to public utility easements as set forth in such area master plans as may be developed or approved by the City. Such public utility easements, together with the right to enter thereon, for any purpose in connection with the construction or maintenance of improvements and facilities located thereon are hereby reserved by the City and the City for the benefit of itself and for the benefit of all other persons or entities occupying buildings on former Fort Ord properties. In connection with the fire lanes, Tenant agrees that it will not cause or permit any vehicle, or other equipment to be parked within the boundaries of such fire lanes or use the fire lanes in a manner which would interfere with equipment and personnel traversing same in the course of fire suppression activities.

(iii) The Army reserves a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the Army. Based on a review of existing records and available information, the land proposed for lease is not known to contain unexploded ordnance. In the event a tenant should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent Army or Army-designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the Tenant.

(iv) The Army, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as amended, reserve a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions found to be necessary after the date of the conveyance of the Property. Tenant agrees to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and Tenant’s operations. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by the City. Pursuant to this reservation, the Army and its officers, agents, employees,

contractors, subcontractors shall have the right (upon reasonable notice to the Tenant and the City) to enter upon the Property, and perform surveys, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to installation of monitoring and extraction wells, and other treatment facility.

(v) The Army reserves a nonexclusive easement to allow continued access for itself and the regulatory agencies to permit necessary groundwater monitoring at wells located on the Property and the installation of new treatment or monitoring wells if required for the pump and treat operations. Furthermore, tampering with the groundwater monitoring wells is prohibited.

(vi) Access for USA Media Group, LLC, or its successor in interest, for TV cable lines is reserved.

(vii) The City reserves the right to install, lay, construct, maintain, repair and operate or facilitate the operation of such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil and gas pipelines, telephone, telegraph and electrical power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across and along any and all portions of the Premises. City shall restore any of Tenant's improvements altered or disturbed due to City's exercise of any rights under this section to substantially the same condition in which they existed prior to the City's entry on to the Premises.

9. **Time and Place of Payment of Rent.** Tenant must pay rent and all other charges, fees or other obligations due to the City under this Lease every month in advance on or before the first day of the month during the term of this Lease at the office of the City Finance Director, City Hall, 211 Hillcrest Avenue, Marina, California 93933. The rent for certain months of this Lease may be pro-rated. For purposes of calculating and pro-rating rent or other charges due, each month will be considered to have 30 days.

10. **Rent.** The monthly rent for this Lease shall consist of a base plus percentage of gross sales. The base shall be \$3,228.56, which is calculated on the basis of four cents (\$0.04) per square foot of land (80,714 s.f.). In addition to the base, Tenant shall pay one quarter of one percent (0.25%) of their monthly gross sales up to a maximum of \$3,228.56. The maximum monthly rental charge (base plus percentage of gross sales) of \$6,457.12 represents the equivalent of eight cents (\$0.08) per square foot of land (the "Rent"). Such Rent may be adjusted by City based on actual square footage of use of the Property to operate the Batch Plant. Documentation of gross sales shall be submitted monthly with the understanding that the Tenant shall not be obligated to provide documentation of their gross sales for any month in which they have paid the maximum monthly rental charge.

11. **Performance Deposit.** Tenant has paid to the City the sum of \$5,000, deposited with the City's funds in an interest-bearing account as partial security for the payment of rent, loss or damage or other payments due under this Lease. In the event the City is required to utilize this deposit, or any portion thereof, during the term of the Lease, Tenant within ten (10) days of such use shall deposit an additional sum sufficient to restore the performance deposit to the amount set

forth herein. This performance deposit, or any remaining portion, will be returned to Tenant with interest earned thereon at the termination of the Agreement, after any deduction for payment of any obligations of Tenant due and owing to the City under any provisions of this Agreement.

12. **Delinquency Charge.** Tenant acknowledges that the late payment of rent or other amounts due under this Lease will cause the City to incur accounting and other processing costs not contemplated by this Lease, the exact amount of which is extremely difficult and impracticable to fix. Therefore, should any payments due under this Lease remain unpaid ten (10) days after the due date of such payment, a penalty of 10% shall be added to any payments past due and owing. City and Tenant agree that this late charge represents a fair and reasonable estimate of costs that the City will incur by reason of the late payment of rent or other charges by the Tenant. Acceptance of any such late charge shall not constitute a waiver of Tenant default with respect to the overdue amount, nor prevent the City from exercising any of the other rights and remedies available to it by reason of such default. Interest on any unpaid fees, charges and any penalty shall accrue at the rate of 1.5% per month thereafter until paid.

13. **Commissions.** City shall not be liable for the payment of any brokerage commissions of fees associated with this Lease to engineers, contractors, real estate consultants or attorneys working on Tenant's behalf.

14. **Possessory Interest.** Tenant shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted including any possessory interest tax created by this Lease, permits and license fees, it being understood by Tenant that although the public property is held in public ownership, Tenant's interest therein may be taxable as a possessor interest (California Revenue & Taxation Code §107 et seq.). Tenant shall pay personal property taxes, if any, levied on Tenant's inventory, furnishings, or trade fixtures. Tenant may, at its sole expense and cost, contest any tax or fee. All taxes, fees, assessments, charges, etc. shall be paid prior to their delinquency date and satisfactory evidence that such taxes have been paid shall be furnished to the City.

15. **Joint Assessment.** If the Premises are not separately assessed, Tenant's liability shall be an equitable portion of the possessory interest taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by the City from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. The City's reasonable determination thereof, in good faith, shall be conclusive.

16. **Department of the Army Quitclaim Deed Terms.** This Lease, and the use of the Premises covered hereby, shall be subject to the terms, conditions and restrictions set forth in the "Quitclaim Deed for a Portion of University Village Parcels" (the "Quitclaim Deed") from FORA to the City, recorded at the Office of the Monterey County Recorder on September 1, 2005 (Series #2005091639). Any such use of the premises shall and must be consistent with the terms, conditions and restrictions of the Quitclaim Deed. Tenant, by signing this Lease, acknowledges that it has received and reviewed a copy of the Quitclaim Deed and will abide by its terms.

17. **Initial Study / Negative Declaration & Use Permit.** This Lease and Tenant's use of the Premises shall be subject to the terms, conditions and restrictions set forth in the Initial Study / Negative Declaration (IS/ND) (SCH #2024080409) and CUP adopted by the Planning Commission on October 24, 2024. All terms and conditions of the IS/ND and CUP are hereby incorporated into this Lease by reference, except that the term of the CUP shall not affect the term of this Lease, which is set forth in Section 7, herein.

18. **Post-Acquisition Tenancy.** Tenant acknowledges that the tenancy created by this Lease is a post-acquisition tenancy under state and federal relocation law. As such, Tenant is not eligible to receive relocation benefits upon termination. City will inform Tenant concerning the projected displacement date required for future development of the Property.

19. **Termination by Prior Right of the United States.** The City shall not make any representation of the title and if, for any reason, the Lease should terminate because of prior rights reserved by the United States Government, then all improvements and property brought onto the Premises by Tenant shall be removed by Tenant within sixty (60) days of exercise of said prior rights.

20. **Property Rules & Regulations.** From and after the commencement date of this Lease (as well as any prior lease with the City and Tenant or its predecessor in interest), the City releases to Tenant the use of the Property and Tenant accepts the Property, and agrees to comply with all of the following conditions:

a. With respect to activities related to the Property, the Tenant covenants for itself, its successors and assigns, that the Tenant, and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. Section 794). The City shall be deemed beneficiaries of this covenant without regard to whether City remains the owner of any land or interest therein in the locality of the leased Property, and either shall have the right to enforce this covenant in any court of competent jurisdiction. In the event of breach of any of the above nondiscrimination covenant, City shall have the right to terminate this Agreement and to reenter and repossess the Premises and hold the same as if this Lease had never been made or issued.

b. Tenant agrees that it shall insert these provisions regarding nondiscrimination in any agreement by which the Tenant grants a right or privilege to any person, firm or corporation to render accommodations or services to the public.

c. Tenant will not do or permit to be done upon the premises any act or thing which constitute waste or nuisance and agrees that within seventy-two (72) hours from receiving written notice by the City that such condition exists, to abate or otherwise cause said condition to be cured. In the event Tenant has not taken corrective action within seventy-two (72) hours, the City may enter and abate said condition at the expense of Tenant without any liability whatsoever to City for monetary loss of Tenant or others.

d. Tenant shall have the right, at its expense, to place in or on the Premises a sign or signs identifying Tenant. Sign or signs shall be of a size, shape and design, and at a location or locations, approved in advance by the City and in conformance with any overall directional graphics or sign program established by the City. Notwithstanding any other provision of this Lease, any signs shall remain the property of Tenant. Tenant shall remove, at its own expense, all lettering, signs and placards so erected on the Premises upon termination of this Lease.

e. Tenant shall have the right, at its expense, to place in or on the Premises fencing, trade fixtures, furnishings, personal property, equipment and materials necessary to any use authorized hereunder. Said fencing, trade fixtures, furnishings, personal property, equipment and materials will remain the property of Tenant and will be removed upon termination of Tenant's occupancy.

f. Tenant will comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the activities provided for and authorized hereunder. Tenant will comply with all terms and conditions of the CUP. Tenant will maintain in effect and post in a prominent place all necessary or required licenses, including a City of Marina Business License, or permits, prior to commencing operations. Tenant shall be responsible for any improvements required for permit approval. The City shall not have any obligation to make any such required improvements. In the event Tenant cannot or elects not to undertake any improvements required for permit approval as required by federal, state or local laws, rules and regulations, in that event Tenant shall provide thirty (30) days written notice of its intention to vacate the Premises and to terminate this Lease.

g. Tenant will prepare an Emergency Action/Fire Protection Plan. A current plan shall be kept on file with the City's Department of Public Safety.

h. Tenant agrees at its own expense to keep and maintain upon the Premises such portable fire extinguishers of such number type and material as may be prescribed from time to time by the regulations of the City's Department of Public Safety.

i. Any damage to the Premises as a result of Tenant's activities shall be repaired and Premises shall be returned to its condition as of August 9, 2005, the commencement date of the Interim Lease, including removal of the metal building located on the Property and cleanup of any contaminants resulting from Tenant's use of the Property, with the following exceptions: a) reasonable wear and tear; b) damage by the elements not caused by Tenant's negligence and c) those improvements and modification for which permits have been issued by the City and which have been approved as completed and signed off by the City's building inspector.

j. Tenant shall, in good faith use its best efforts to efficiently utilize the facilities covered by this Lease in a competent and efficient manner and remain cognizant that a primary purpose for the City in entering into this Lease is to promote the rehabilitation, maintenance and development of former Fort Ord properties.

21. Acceptance of Premises.

a. Tenant understands that the Premises were formerly used by the federal government as part of an Army base, that surrounding lands which were also part of such Army

base have, in the past been found to contain concentrations of volatile organic chemicals which exceed standards prescribed by the environmental agencies and the state and federal governments. (The groundwater beneath former Fort Ord Parcels E4.1.1, E4.2, E4.3.1, and E17.is.contaminated with volatile organic compounds (“VOCs”), primarily trichloroethene (“TCE”), associated with Operable Unit 2 (“OU2”). The maximum estimated concentration of TCE in the groundwater beneath the Property is 43.7 ug/L.) Tenant shall not interfere with any response action being taken on the Property or interrupt, relocate, or interfere with any remediation system now or in the future located on, over, through, or across any portion of the Property.

b. The Tenant is hereby informed and does acknowledge that pesticides may be present on the Property. To the best of the City’s knowledge, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product was in accordance with its intended purpose.

c. The Tenant is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing material (“ACM”) have been found on Fort Ord property, as described in the Environmental Baseline Survey and the referenced asbestos survey. The interior asbestos does not present a “release or threat of release into the environment” as defined by CERCLA.

d. The Tenant covenants and agrees that its use of the Property will be in compliance with all applicable laws relating to asbestos; and the City does not assume any liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, which arises from any such exposure, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Tenant has properly warned or failed to properly warn the individual(s) injured.

e. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (“OSHA”) and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

f. The Tenant acknowledges that it has inspected the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Tenant shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos hazards or concerns.

g. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of the Tenant to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute

grounds for any claim or demand against the United States or the City, with respect to any asbestos hazards or concerns.

h. The Tenant further agrees to indemnify and hold harmless the United States and the City, its council, boards, commissions, officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property which exposure occurs after conveyance of the Property to the Tenant or any future remediation or abatement of asbestos or the need therefor. The Tenant's obligation hereunder shall apply whenever the United States, the City incur costs or liabilities for actions giving rise to liability under this Section.

i. The Tenant is hereby informed and does acknowledge that all buildings on Fort Ord property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

j. Tenant acknowledges that the City has granted to Tenant the right to review all maps and records of the old Army base presently on file in the office of the City's Planning Department as well as the right to inspect the Premises and perform any tests of the soils and improvements thereon or the groundwater thereunder, all in order to afford Tenant a full and complete opportunity to investigate and determine whether the Premises can be used for the purposes intended.

22. **No Warranty.** Tenant further understands and agrees that no representation, statement, or warranty, express or implied, has been made by or on behalf of the City as to the condition of the Premises or the suitability of the Premises for the intended use, save and except for the representation and warranty that neither the City or any City officer, employee, or agent has caused any condition of pollution or contamination which may now exist. Such representation and warranty, however, shall not extend to any condition of pollution or contamination caused by the federal government, the Tenant or by any other contractor or tenant of City. Tenant agrees to accept the premises in their present condition and "as is" with respect to all conditions which may now exist. Moreover, Tenant agrees to waive any claim or right of action against the City which Tenant now has or hereafter may acquire arising out of the condition of the soils or the groundwater underlying the property, including but not limited to any claim of indemnity which Tenant may have by reason of costs incurred by Tenant arising out of the abatement or cleanup of any pollution or contamination condition discovered on the premises hereinafter required under applicable state, federal or city laws or regulations save and except for a claim or right of action arising out of a condition of pollution or contamination caused by an officer, employee or agent of the City.

23. **Hazardous Materials Study.**

a. Prior to its occupancy of the Premises, Tenant may, at its sole option but without obligation and at its sole cost and expense, arrange for a hazardous materials study of the Property. City shall provide Tenant any documents, drawings and data in its possession relating to environmental analysis of the property. Tenant and City agree that, upon occupancy, the City

shall not have any further obligation to remove any hazardous materials in, on or under the property, including any required remediation identified in any study Tenant may choose to make, prior to, or after Tenants occupancy of the Premises.

b. In the event that hazardous materials are discovered on or under the Property which materially affect Tenant's ability to safely utilize the Premises for the purpose provided for herein, neither the City nor the Tenant shall have any liability for removal of anything not brought onto the Premises by Tenant and Tenant may terminate this agreement upon thirty (30) days prior written notice to the City.

24. **Hazardous Substances.** Pursuant to California Health and Safety Code §25359.7, Tenant shall notify City in writing within a reasonable time, of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the Property.

25. **Removal.** Prior to the expiration of this Lease or when terminated earlier by either party in accordance with its terms, Tenant shall at its sole expense, remove all items of personal property, brought onto the Premises by the Tenant as defined by state or federal law.

26. **Inspection of Records.** Tenant shall make available for inspection to the City all records relating to the release, mitigation and cleanup for any hazardous substances on the Premises.

27. **Compliance.** Tenant shall comply with all federal, state and local laws and regulations relating to hazardous materials and wastes, and shall timely comply with the orders of any governmental agencies relating thereto or shall provide thirty (30) days prior written notice of its intent to exercise its rights as provided herein to vacate the Premises and terminate this Lease.

28. **Improvements to Property.** During the term of this Lease, Tenant must not make any additions or alterations to the Premises without the prior written consent of the City. Moreover, upon receiving consent to make an addition or alteration to the improvements on the Property, and except as provided herein, Tenant shall not commence work on the construction or installation of such added or altered improvements until plans and specifications for same have been submitted to and approved by the City's Department of Public Works and other Departments as may be required.

29. **Performance and Payment Bonds.** Tenant shall cause to be made, executed and delivered to City prior to the date of commencement of any work in or on the Premises, performance and payment bonds approved as to form and as to surety by the City, with Tenant's contractor or contractors as principal, and the City specifically named as additional insureds, each in the sum of one hundred percent (100%) of the amount of the contract for all work costing in excess of \$10,000.00 for a) the said required work in accordance with the approved plans and specifications and b) to provide that if Tenant or its contractor or contractors fail to pay for any materials, provisions or other supplies, used in or upon, for or about the performance of the work to be done, or for any work or labor thereon of any kind, that the surety will pay the same, in an amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee as set by the court.

30. **Title to Improvements.** Upon termination of this Lease all additions or alterations to the Premises made by Tenant will remain the Tenant's property; provided, however, that upon termination of this Agreement, Tenant shall promptly remove any or all of its property and restore the Premises to substantially the same condition as it was on August 9, 2005, including removal of the metal building located on the Property and cleanup of any contaminants resulting from Tenant's use of the Property, all at Tenant's sole cost and expense.

31. **Tenant's Obligations Under this Lease.**

a. Tenant shall maintain, control dust, sweep and keep the Premises clear of refuse. Tenant will promptly repair any damage to sidewalks, driveways, asphalt parking areas, or components, or to other paved surfaces when such damage is caused by Tenant or its invitees.

b. Tenant shall arrange for trash and waste removal services.

c. Tenant shall continue to operate in compliance with its existing Permit to Operate from the Monterey Bay Air Resources District (MBARD) and maintain continued compliance with all conditions of the permit. Further, the decommissioning of the site shall abide by all MBARD requirements for air quality.

d. Tenant shall undertake other general maintenance and upkeep of the Premises not specified herein.

32. **Destruction of Substantial Damage of Premises.** If, during the term of this Lease, the Premises or any part thereof are substantially damaged or destroyed by a fire or other casualty beyond Tenant's control (but not including damage caused by the willful acts or negligence of Tenant or Tenant's employees which damage Tenant shall promptly repair, replace or restore at Tenant's sole cost and expense), this Lease shall terminate. Tenant shall be released thereby without further obligation to the City upon surrender of possession of the Premises, except for obligations which have theretofore accrued and are then unpaid or unperformed.

33. **Provision of Utilities.**

a. During the term of this Lease, Tenant shall have the right to connect the Premises and facilities appurtenant thereto to the existing utilities at its sole cost and expense. Tenant shall arrange for and pay for the installation of required meters for electric, gas and water and shall pay any connection fees. The City shall make available to Tenant maps in its possession showing the location of sewer, water, electrical, gas and telephone lines located near the Premises. Tenant shall be responsible for arranging and paying for all utilities required to serve the Premises. The City will use its best efforts to continue all utility services as they presently exist but cannot and does not guarantee that there will be no interruptions of service at all, and Tenant hereby waives any rights or claims it may have resulting from temporary interruptions of service. To the extent it has knowledge, the City will provide notice of any work scheduled which may interrupt the utility service to the property.

b. If the City is unable to provide access to utility service facilities due to the imposition of any limit on consumption or on the construction of additional utility facilities, or

the allocation or curtailment of utility facilities or service by law or regulation, neither of them shall have any obligation hereunder.

34. **Payment of Utilities.** Tenant agrees to pay directly to the utility providers for all utility services provided under the terms of any contract between the Tenant and the utility provider and to the City for all utility services provided under the terms of any contract between the City and a utility provider which serve the Premises through existing lines and connections. Tenant shall not be responsible to pay for any existing or preexisting utility charges incurred by others. Tenant shall be responsible to provide and pay for all new connection equipment and any fees required. Tenant shall pay all utility charges within twenty (20) days of receipt of invoice and shall provide evidence of payment when requested to do so in writing by the City. In the event Tenant fails to pay any utility bill when due, the City may, at its option, pay the same and collect from Tenant's performance deposit the amounts so disbursed, plus interest at the rate of 1½% per month or fraction thereof.

35. **Compliance with Regulations of Local Agencies.** It shall be the responsibility of the Tenant under this Lease to contact, consult and comply with any regulation applicable to Tenant's activities on the Property which are now or may be promulgated by a local public or private utility provider or regulator having jurisdiction over activities or utility services, including, but not limited to, the Marina Coast Water District, the Monterey Regional Water Pollution Control Agency, Pacific Gas & Electric Company, Monterey Bay Unified Air Pollution Control District (aka Monterey Bay Air Resources District).

36. **Indemnity.**

a. Tenant and City agree that the City, its council, boards and commissions, officers, employees, agents, and volunteers should, to the maximum extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuits, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the Tenant's use and occupancy of the Premises. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Tenant acknowledges that City would not enter into this agreement in the absence of the commitment from Tenant to indemnify and protect City as set forth here.

b. To the full extent permitted by law, Tenant shall defend, indemnify and hold harmless the City, its council, boards and commissions, officers, employees, agents, and volunteers, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, reasonable attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Lease. All obligations under this provision are to be paid by Tenant as they are incurred by the City.

c. Without affecting the rights of the City under any provision of this Lease or this Section, Tenant shall not be required to indemnify and hold harmless City, as set forth above, for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault.

d. The obligations of Tenant under this or any other provision of this Lease will not be limited by the provisions of any workers' compensation act or similar act. Tenant expressly waives its statutory immunity under such statutes or laws as to City, its council, boards and commissions, officers, employees, agents, and volunteers.

e. Tenant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from any assignee, subcontractor or any other person or entity involved by, for, with or on behalf of Tenant in the performance or subject matter of this Lease. In the event Tenant fails to obtain such indemnity obligations from others as required here, Tenant agrees to be fully responsible according to the terms of this Section.

f. Failure of the 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. This obligation to indemnify and defend the City as set forth herein is binding on the successors, assigns, or heirs of Tenant and shall survive the termination or expiration of this Lease or this Section.

37. **Insurance.** Tenant is the insuring party, and as such agrees that it will provide, and it will require its contractors to provide insurance in accordance with the requirements set forth here. The following coverages will be provided by Tenant and maintained on behalf of the City and in accordance with the requirements set forth herein.

a. **Commercial General Liability/Umbrella Insurance.** Primary insurance shall be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, or on an ISO or ACCORD form acceptable to the City. Total limits shall be no less than two million dollars per occurrence for all coverages and two million dollars general aggregate. 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. The City and its council, board and commissions, officers, employees, agents and volunteers shall be added as additional insureds using an ISO or ACCORD additional insured endorsement form. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following from to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to

policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

b. Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on an ISO or ACCORD business auto coverage form acceptable to the City including ISO Form Number CA 00 01 (code/symbol 1) (Any Auto). Limits shall be no less than one million dollars (\$1,000,000.00) per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. City, its council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using an ISO or ACCORD additional insured endorsement form .

c. Workers' Compensation/Employers' Liability. Workers' compensation and employers' liability coverage shall be written on a policy form providing workers' compensation statutory benefits as required by law and if Tenant has any employees. Employers' liability limits shall be no less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its council, boards and commissions, officers, employees, agents and volunteers.

d. Tenant and City further agree as follows:

(i) This section supersedes all other sections and provisions of this Lease to the extent that any other section or provision conflicts with or impairs the provisions of this section.

(ii) Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Lease, or the indemnity provisions of this Lease. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Lease and shall be interpreted as such.

(iii) All insurance coverage and limits provided pursuant to this Lease shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Lease or any other agreement relating to the City or its operations limits the application of such insurance coverage.

(iv) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(v) For purposes of insurance coverage only, this Lease will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Lease.

(vi) All general or auto liability insurance coverage provided pursuant to this Lease, or any other agreements pertaining to the performance of this Lease, shall not prohibit

Tenant, Tenant's employees, or agents from waiving the right of subrogation prior to a loss. Tenant hereby waives all rights of subrogation against the City.

(vii) Unless otherwise approved by the City, Tenant's insurance shall be written by insurers authorized to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

(viii) In the event any policy of insurance required under this Lease does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Tenant.

(ix) Tenant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Tenant's general liability, auto and umbrella liability policies using ISO or ACCORD forms. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Tenant and City of any cancellation of coverage. Tenant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Tenant agrees to provide complete copies of policies to City upon request.

(x) Tenant shall provide proof that policies of insurance required herein expiring during the term of this Lease have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

(xi) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Lease in no way waives any right or remedy of City or any additional insured, in this or any other regard.

(xii) Tenant agrees to require all contractors, subcontractors or other parties hired by Tenant to provide general liability insurance naming as additional insureds all parties to this Lease. Tenant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Tenant agrees to require that no contract used by any contractor, subcontractor, or contracts Tenant enters into, will reserve the right to charge back to City the cost of insurance required by this Lease. Tenant agrees that upon request, all agreements with contractors, subcontractors or others with whom Tenant contracts with, will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, its council, boards and commissions, officers, employees, agents and volunteers.

(xiii) As Tenant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

(xiv) Tenant agrees to provide immediate notice to City of any claim or loss against Tenant that includes City as a defendant. The City shall not assume any obligation or liability by such notice, but each has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

38. **Review of Insurance Coverage.** City is entitled at any time during the term of this Lease to review the type, form and coverage limits of the insurance requirements. If in the opinion of the City, the insurance provisions of this Lease are not sufficient to provide adequate protection for the City and the members of the public, the City may require Tenant to maintain insurance sufficient to provide such adequate protection. Insurance requirements shall be applied uniformly to all parties engaged in similar-type operations on former Fort Ord properties, and such requirements shall be consistent with industry standards. City shall notify Tenant in writing of any changes in the insurance provisions necessary to provide adequate protection. If Tenant does not deposit acceptable certificates evidencing valid insurance policies acceptable in form and content to the City, incorporating such changes within sixty (60) days of receipt of such notice this Lease will be in default. The procuring of such policy of insurance will not be construed to be a limitation upon Tenant's liability nor as a full performance of its part of the indemnification provisions of this Agreement; Tenant's obligation being, notwithstanding said policy or policies of insurance, the full and total amount of any damage, injury or loss caused by the negligence or neglect connected with its operations under this Lease.

39. **Liens and Claims.** Tenant shall not suffer or permit to be enforced against the City's title to the property, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided, or otherwise arising (except liens, claims or demands suffered by or arising from the actions of the City).

40. **Tenant to Pay Liens & Claims.** Tenant shall pay all such liens, claims and demands before any action is brought to enforce same against said land. Tenant agrees to hold City and said land free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses in connection therewith.

41. **Payment of Liens & Claims by City.** Should Tenant fail or refuse to pay any lien, claim, or demand arising out of the construction, repair, restoration maintenance and use of the Premises or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this Lease, Tenant shall, within thirty (30) days written notice from City to Tenant of its said encumbrance, pay and discharge the same or shall furnish to City, in a form satisfactory to City, sufficient security for such lien, claim or demand and all costs and expenses in connection therewith. Should Tenant or its said encumbrancer within said thirty (30) day period, not pay and discharge said lien, claim or demand, or not provide said security to City, then City, at its option, may either treat such failure or refusal as a breach of or default under this Lease, or may pay any such lien, claim, charge or demand, or settle or discharge any action therefore or judgement thereon, and all costs, expenses and other sums incurred or paid by City, including without limitation attorneys' fees, in connection therewith must be repaid to City by Tenant upon written demand, together with interest thereon at the rate of 10% per annum from the date of payment until repaid, and any default in such repayment will constitute a breach of the covenants and conditions of this Lease.

42. **Assignments, Transfers and Encumbrances.** Tenant shall not sell, assign, transfer, or encumber this Agreement or any interest of Tenant in and to the property without the prior written consent of the City. It is expressly agreed between the City and Tenant that Tenant shall not pledge any interest in this Agreement to secure repayment of any debt.

43. **Compliance with Laws, Permits and Licenses.** Tenant's business will be conducted and maintained in strict compliance with all applicable laws, ordinances, regulations, and other requirements of federal, state, county, city or other governmental agencies having jurisdiction over the Premises. Similarly, Tenant will obtain and pay for all necessary permits, licenses and other consents for the operation of Tenant's business including a City of Marina Business License. A refusal or failure by the City to issue any permit, license or approval sought by the Tenant shall not constitute a breach of this Lease, whether or not any such refusal or failure was wrongful. Tenant's sole remedy for a wrongful refusal or failure by the City to issue any permit, license or approval sought by Tenant shall be a petition for writ of mandate; and such a refusal or failure by the City shall not give rise to an action for money damages by the Tenant. Tenant represents and warrants that it has full power and authority to enter into this Lease and perform hereunder and holds all permits and licenses which are required by law or regulation for complete performance in accordance with the terms of this Lease.

44. **Independent Status.** Tenant is an independent entity. Tenant is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Lease will be construed as creating a partnership or joint venture between City and Tenant. Neither Tenant nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to the City's employees.

45. **Dispute Resolution.** The parties agree that if any dispute arises over the interpretation or performance of this Lease, the parties will first attempt to negotiate any such dispute informally. If such informal negotiation fails, and if the parties mutually agree at the time, the parties may then submit the dispute for formal mediation to the American Arbitration Association (AAA) or the Judicial Arbitration and Mediation Services (JAMS), or such other mediation service as the parties may mutually agree upon. Expenses of such mediation shall be shared equally between the parties.

46. **Confidentiality.** To the extent allowed by law, the City shall not disclose Tenant's financial statement or confidential financial position, or any records which are the basis of the gross sale portion of the rent calculation. Tenant acknowledges that the City is a municipal corporation and has limited powers to withhold information from the public.

47. **Attorney's Fees and Costs.** Should the dispute of the parties not be resolved by negotiation or mediation, and in the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Lease by means of court action or administrative enforcement, the laws of the State of California shall govern the interpretation of the terms and conditions of this Lease and such action shall be brought in a court of proper jurisdiction in Monterey County. The prevailing party, in addition to any other remedy at law or in equity available to such party, will be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorneys for the prevailing party.

48. **Litigation Involving Agreement.** In the event the City is made a party to any litigation concerning this Lease or the Premises, or the use thereof, by reason of any act or omission by Tenant, Tenant shall hold the City harmless from all loss or liability, including reasonable attorney's fees, incurred by the City in such litigation. This Section shall survive the termination or expiration of this Lease.

49. **Bankruptcy and Insolvency.** If Tenant, at any time during the term of this Lease, becomes insolvent, or if proceedings in bankruptcy are instituted by or against Tenant, or if Tenant is adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Tenant is appointed in any suit or proceeding brought by or against Tenant, or if Tenant makes any assignment for the benefit of creditors, then in each and every case, this Lease and the rights and privileges granted hereunder will immediately cease, terminate and be forfeited and canceled provided, however, that if Tenant, within six (6) days after the filing and service on Tenant of any involuntary petition in bankruptcy or for appointment of a receiver, commences proper proceedings to dismiss or deny the petition or vacate the receivership and expeditiously pursues and diligently exhausts all proper remedies toward that end, the bankruptcy or receivership may not constitute a default until the entry of a final determination adverse to Tenant.

50. **Force Majeure; Waiver.** Tenant will not be in default under this Lease in the event that the activities of Tenant are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides; strikes, lockouts and other labor disturbances or other catastrophic events which are beyond the reasonable control of Tenant. "Other catastrophic events" does not include the financial ability of Tenant to perform or failure of Tenant to obtain any necessary permits or licenses from other governmental agencies or the right to use facilities of any public entity where such failure occurs because Tenant has failed to exercise reasonable diligence.

51. **Abandonment.** Tenant must not vacate or abandon the Property or any part of the Premises for a period in excess of thirty (30) days during any time during the term of this Lease. If Tenant abandons, vacates or surrenders the premises or is dispossessed by process of law or otherwise, any property belonging to Tenant and left on the property may be deemed, at the option of City, to be abandoned. Upon relinquishing possession, Tenant will be in default of this Lease and City is entitled to terminate this Lease and Tenant's rights in and to the Premises in the manner hereinafter provided by this Lease.

52. **Default.** Tenant will be deemed in default under this Lease:

a. Upon breach of any of the covenants and conditions of or involving: the Quitclaim Deed from the United States with respect to discrimination on the grounds of race, creed, color, national origin, sex, or age; economic discrimination; physical disability discrimination; the sale, assignment, transfer, encumbrance, or subletting of the property which is the subject matter of this Lease without the City's prior written consent: bankruptcy or insolvency of Tenant; or, with respect to any other covenant or condition of this Lease, which breach cannot be cured, within forty-eight (48) hours upon being given notice thereof by City.

b. Upon failure to pay any rent, fees, or any other consideration required under this Lease to be paid by Tenant to City within ten (10) days following the date those obligations are due, or upon failure to provide evidence of the insurance when due, within forty-eight (48) hours after being given notice thereof by City.

c. Upon the breach of any of Tenant's other duties and obligations under this Lease, which breach can be cured, if such breach is not cured within forty-eight (48) hours after being given written notice thereof by City.

53. Remedies on Default

a. **City's Right to Terminate Lease.** Upon Tenant's default of this Lease, City is entitled, after reasonable notice to Tenant which notice provides Tenant with the statutorily required minimum time to cure any default in rent and which provides a reasonable time to cure any other type of default, to terminate this Lease as well as Tenant's rights in and to the Premises, to enter upon and retake possession of the Premises, including all improvements thereon and facilities appurtenant thereto, by legal proceedings or otherwise, and to recover from Tenant, at the time of such termination, the excess, if any, of the amount of any rent to be paid by Tenant under this Lease.

b. **Other Remedies.** All rights, options, and remedies of City contained in this Lease will be construed and held to be cumulative and not one of them will be exclusive of the other, and City will have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided for by law, whether or not stated in this Lease.

54. **Waiver of Default.** Any waiver by City of a default of this Lease arising out of the breach of any of the covenants, conditions, or restrictions of this Lease will not be construed or held to be a waiver of any succeeding or preceding default arising out of a breach of the same or any other covenant, condition, or restriction of this Lease.

55. **City's Right of Entry.** The City, in its proprietary capacity, reserves the right to enter upon and inspect the Premises, with twenty-four hours (24) prior written notice to Tenant. Tenant shall permit City and any agents and employees of City to enter the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for improvements, alterations, additions, or repairs, without any rebate of fees and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned. The City may enter the Premises under emergency conditions without notice.

56. **Notices.** All notices required or permitted to be given under this Lease shall be in writing and must be personally delivered or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City: City of Marina
 City Hall
 Attn: City Manager
 211 Hillcrest Ave
 Marina, California 93933

Phone: (831) 384-3715
Email: llong@cityofmarina.org

Copy to: City Attorney of City of Marina
Attn: René Ortega
Shute, Mihaly & Weinberger LLP
396 Hayes St.
San Francisco, CA 94102
Phone: (415) 552-7272
Email: rortega@smwlaw.com

To Tenant: Las Animas Concrete & Building Supply, Inc.
Attn: Scott French
146 Encinal Street
Santa Cruz, CA 95060
Phone: [REDACTED]
Email: [REDACTED]

or to such other address as either party may from time-to-time designate by notice to the other given in accordance with this Section. Notice will be deemed effective on the date personally served or, if mailed, three business days from the date such notice is deposited in the United States mail. Parties may, but are not required to, provide courtesy copies of any notice via email or other electronic means.

57. **Amendment or Modification.** This Lease may be amended, altered or modified only by a writing, specifying such amendment, alteration or modification, executed by authorized representatives of both of the parties hereto.

58. **Construction of Lease.** Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If there is more than one Tenant designated in or signatory to this Lease, the obligations hereunder imposed upon Tenant are joint and several; and the term "Tenant" as used herein refers to each and every of said signatory parties, severally as well as jointly.

59. **Covenant & Condition.** Each term and provision of this Lease performable by Tenant or by the City shall be construed to be both a covenant and a condition.

60. **Time.** Time is and shall be of the essence of each term and provision of this Lease.

61. **Heirs and Successors.** All of the covenants, agreements, conditions and undertakings herein contained shall apply to and bind the representatives, heirs, executor, administrators, or successors-in-interest of all the parties hereto and all the parties hereto will be jointly and severally liable hereunder.

62. **Further Actions.** Each of the parties agree to execute and deliver to the other such documents and instruments, and to take such actions, as may reasonably be required to give effect to the terms and conditions of this Lease including such information and reports as may be required by the City for inclusion in any report to the Army or other governmental agency.

63. **Interpretation.** This Lease has been negotiated by and between the representatives of both parties. Accordingly, any rule of law (including Civil Code §1654) or legal decision that would require interpretation of any ambiguities in this Lease against the party that has drafted it is not applicable and is waived. The provisions of this Lease shall be interpreted in a reasonable manner to affect the purpose of the parties and this Lease.

64. **Captions.** Titles or captions of the sections contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of it.

65. **Severability.** If any of the provisions of this Lease are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Lease and will not cause the invalidity or unenforceability of the remainder of this Lease, unless this Lease without the severed provisions would frustrate a material purpose of either party in entering into this Lease.

66. **Waiver.** No waiver of any right or obligation of either party hereto will be effective unless made in a writing, specifying such waiver and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Lease on any occasion will not bar the exercise of the same right on any subsequent occasion or of any other right at any time.

67. **Counterparts.** This Lease may be executed in two or more counterparts, each of which will be deemed an original, but any of which will be deemed to constitute one and the same instrument.

68. **Entire Agreement.** This Lease constitutes the entire and complete agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements of the parties, whether written or oral, with respect to the subject matter.

IN WITNESS WHEREOF, this Lease has been executed by the duly authorized officers or representatives of each of the parties.

CITY OF MARINA

LAS ANIMAS CONCRETE &
BUILDING SUPPLY, INC.

By: _____
Layne Long
City Manager

By: _____
Scott French
Its: Chief Executive Officer

Date: _____

Date: _____

Attest:

City Clerk

By: _____
Emily Dutton
Chief Financial Officer

Approved as to form:

City Attorney

Date: _____

1849796.11

EXHIBIT A

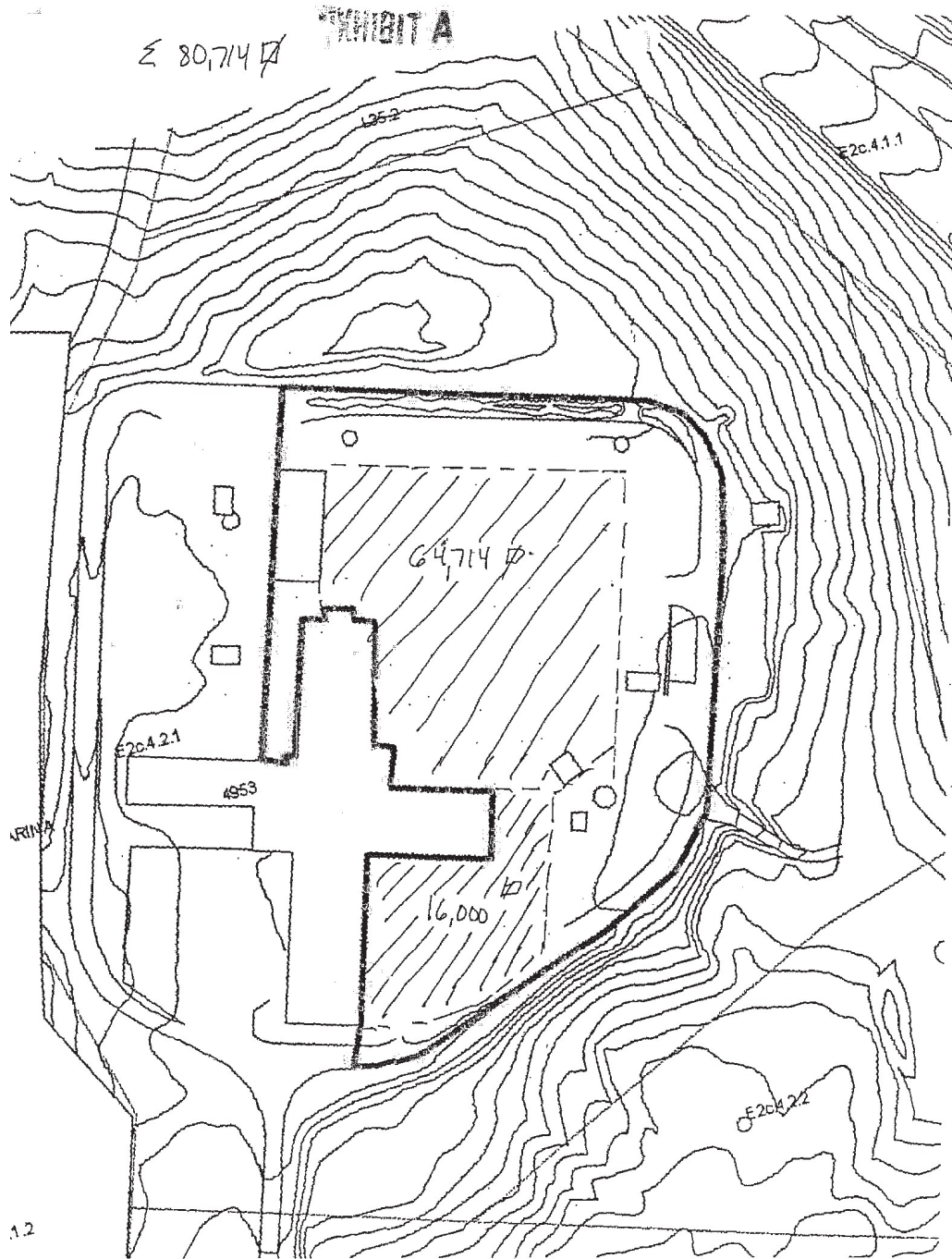


EXHIBIT B

Conditional Use Permit (CU23-002) – Resolution No 2024-20



MEMORANDUM

DATE: January 17, 2025
FROM: Guido F. Persicone
TO: File
SUBJECT: Las Animas/California Avenue Emails

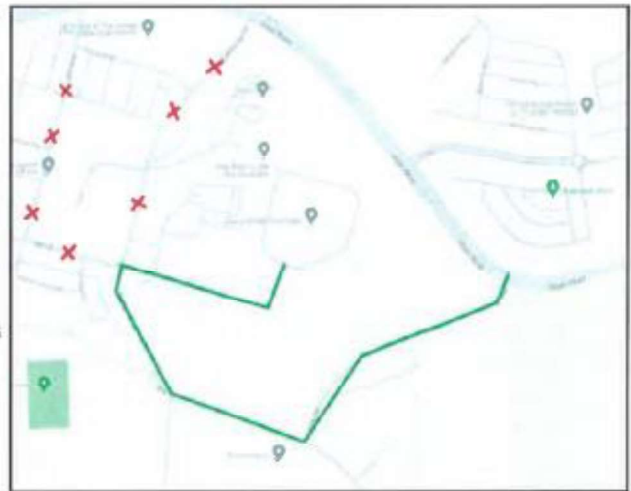
Council Questions/Comments

- 1. Under Las Animas' old Conditional Use Permit (CUP) and lease before they expired, what were the routes that its vehicles were approved to travel on to go in and out of its plant?**

Conditions of Approval#10 (COA #10) has the exact route verbiage, as approved by the Planning Commission on October 24, 2024.

Planning Commission for possible revocation.

- 10. Truck Traffic Circulation** – Truck operations shall be restricted to the approved circulation plan as shown in the diagram to the right. The route trucks must take is 9th St. from the site, left onto California Dr., right onto 8th St., and a left onto Imjin Rd. out to Imjin Pkwy. Cement trucks shall not use Fourth Ave. or California Ave. until such time as California Ave. is opened to the public, then this shall be the preferred route (no trucks shall use Fourth Ave.)



- 2. Did the road California Ave between Imjin Parkway and 9th St exist before Dunes?**
Yes, California Avenue has been operational since the inception of the former Fort Ord base
- 3. Did the road California Ave between 9th St and 8th St exist before Dunes?**
Yes, California Avenue has been operational since the inception of the former Fort Ord base.
- 4. Would it be possible to construct a new road from Las Animas to Imjin Parkway or to Imjin Road?**



City staff have discussed this extensively and that area has a significant amount of Sand Gilia. Also, a portion of the property is owned by MST. Additionally, portions of the area also are being used for the regional trail (FORTAG). So, building a new road is unlikely given these limitations as well as a CUP limiting operations to three years, with an additional year for decommissioning of the site.

5. **What are the allowable noise levels on residential streets like California Avenue during daylight/night hours?** Allowable average noise standards are as identified in Table 4.1 and 4.2 of the General Plan. According to the General Plan 70 Ldn dBA during the day and 65 Ldn dBA at night are allowed. These are 24-hour-average noise standards, not single-event noise standards. Whether a single noise event or events (e.g., truck trips) might individually exceed 70 Ldn dBA (day) or 65 Ldn dBA (night) does not necessarily constitute a violation of the General Plan or City's noise ordinance.



Table 4.1. Allowable Noise Standards Measured in Ldn (dBA)

Land Use Category	Maximum Exterior		Maximum Interior*
	Acceptable	Conditionally Acceptable	
Residential	60	70	45
Live/Work	65	75	50
Hotel/Motel	65	75	50
Office	67	77	55
Other Commercial	70	80	60
Industrial/Agriculture	70	80	60
Schools, Libraries, Theaters, Churches, Nursing Homes	60	70	45
Parks and Playfields	65	70	NA
Golf Courses, Riding Stables, Cemeteries	70	75	NA
*It is preferred that the interior noise standard be attained with open windows. However, where the interior noise standard is attainable only with closed windows and doors, mechanical ventilation shall be required.			

Table 4.2. Noise Standards for Stationary Noise Sources

Duration	Maximum Allowable Noise	
	Day (7:00 a.m. to 10:00 p.m.)	Night (10:00 p.m. to 7:00 a.m.)
Hourly L_{eq} in dB ^{1,2}	50	45
Maximum Level in dB ^{1,2}	70	65
Maximum Impulsive Noise in dB ^{1,3}	65	60

¹As determined at the property line of the receiver. When determining the effectiveness of noise mitigation measures, the standards may be applied on the receptor side of noise barriers or other property-line noise mitigation measures.

²Sound level measurements shall be made with slow meter response.

³Sound level measurements shall be made with fast meter response.

6. **What studies, if any, were conducted by the City of Marina on noise emitted by Las Animas cement trucks traveling on residential streets, prior to Shea Homes' development of the California Avenue housing tract. If not, why not?** A Mitigated Negative Declaration for the site was prepared pursuant to the California Environmental Quality Act (CEQA) in 2005 to ensure impacts were less than a significant level. Additionally, all homes within the Dunes Development were made aware of the Las Animas site in their disclosure documents.

Why did the City of Marina approve the building of residential homes on California Avenue, knowing that Las Animas Concrete would use residential streets, such as California Avenue and adjoining streets between Imjin and 8th Street, without a



plan to redirect this heavy truck traffic away from residential homes?

All homes within the Dunes Development were made aware of the Las Animas site in their disclosure documents. Finally, the University Village Specific Plan (Dunes Development) was approved in 2005, but the homes were not built till 2021.

Properties to the East: Existing uses east of the Community and south of Imjin Parkway and generally north of 9th Street include, among others, the Marina Coast Water District maintenance facility and corporate yard on General Jim Moore Boulevard between 9th Street and 5th Avenue; an equestrian center (Marina Equestrian Center described below); a ready-mix concrete plant (Las Animas Concrete) on 9th Street east of 5th Avenue about 750 from the Community; and radio towers at the end of Dx Drive, less than 500 feet from the Community. The radio towers are owned by the City of Marina and operated by the Monterey Bay Amateur Radio Association. Former military buildings, most of which are vacant, boarded up and/or dilapidated, are currently within the Marina Coast Water District corporate yard. While the Reuse Plan designates the Marina Coast Water District property for future mixed used development, Seller does not know when development will occur and the military buildings may remain on the site and the nuisances associated with the buildings may continue for the foreseeable future.

Properties to the South: Existing uses south of the Community include, among others, an approximately 7.8-acre park site (described below in the "Offsite Park" Section); Monterey Institute for Research Astronomy (MIRA), which consists of research offices, library, electronics and machine shops, student observatory, and other facilities; a contractor storage yard and tree service business adjacent to and east and south of MIRA; and, the approximately 1,300-acre California State University Monterey Bay (CSUMB) campus, whose northern boundary is across 8th Street from the Community. A student recreational field, east of 4th Avenue, and student housing, east of 5th Avenue are the

Page 23

The Dunes (Phase 2 East)

7. Why is the City of Marina allowing Las Animas Concrete to violate the municipal codes created to protect all residents' peace, comfort, safety, and welfare from excessive, unnecessary or unusually loud noises and vibrations?

The City is not allowing violations of the Municipal Code. During the reauthorization of the Conditional Use Permit a revised Mitigated Negative Declaration (MND) was prepared for the project. As part of the preparation of the MND, AMBIENT prepared a *Noise and Groundborne Vibration Technical Memorandum*. The noise-measurement surveys conducted included "onsite stationary sources, haul trucks and off-road equipment, which averaged approximately 64 dBA| Leq at 150 feet from the plant center." The AMBIENT noise subject matter experts found that the proposed project would have a less than significant impact regarding noise. Additionally, with Monterey Peninsula Engineering (MPE) leaving the site in the Fall of 2023 the site currently has less noise impact than previously perceived by the community.

8. Every Dunes household pays a special tax every year for being in The Dunes CFD or Community Facilities District (known formally as District No. 2015-1). We pay this annual special tax in our property tax bill on top of regular taxes for the maintenance of the neighborhood facilities such as the streets, lights etc. From the document Resolution 2024-77 in July of this year, I calculated that the tax



collections total nearly \$1.9million from the start in 2015 until the latest fiscal year of 2024-25. Is California Ave between Imjin Parkway and 8th Street being maintained under this Dunes special tax collection?

California Avenue is not a part of the CFD.

9. Is this segment of California Ave built to withstand truck traffic, e.g. the loads of Las Animas' trucks?

It's a collector roadway with a Traffic Index of 7 – this index gives us an understanding of how much of a Truck Load this particular roadway can take in its lifetime. A TI of 7 is fitting for a collector roadway and should suffice for California Avenue's normal use. 8th St is also a Collector roadway designed in the same manner.

10. Would Las Animas contribute directly to pay for the extra wear and tear on California Ave between Imjin and 8th?

This collector road can handle the wear and tear as most collector roads can handle approximately 2,000-4,000 trips per day. Additionally, collector roads are sufficient for the 30-mph proposed for this area per the traffic warrant study recently completed by the Public Works Department.

11. Speed limit for residential areas is 25 mph. Can speed bumps be installed for the safety of the people on this street?

The traffic warrant study recently completed for the abutting roads indicates 30 mph is the appropriate speed limit for these collector roads. Additionally, the TAC has discussed this site with the community at the January 7, 2025, meeting and speed bumps were not recommended.

12. Should you widen California Avenue to the width of 4th Avenue?

A Capital Improvement Project (EDR2117) has been approved for improvements to California Ave..

13. Many students of CSUMB want to avoid the parking fee on campus, so they park in front of our houses which leave us with no parking space. We paid more than one million for this house and have no parking space? Imagine if you were one of us! What would you do?

The restriping of some of these streets can be considered and evaluated by either the Public Works Commission or the Traffic Advisory Committee in more detail.



14. Is Las Animas no longer licensed by the State?

Response from Las Animas, dated December 19, 2024, - “Yes, we dissolved the LLC this year since we no longer partner with MPE in Marina. We are now Las Animas Concrete & Building Supply Inc, DBA Las Animas Concrete, Marina.”

15. What local projects are being served by Las Animas?

According to their website, several local projects are being serviced by Las Animas <https://lasanimasconcrete.com/projects/> including providing concrete for the Dunes Development and the Sea Haven project.

16. According to an email from homeowner/lawyer Marie Weiner, Las Animas is operating in a BP (Business Park) Zone. Is a cement plant allowed to operate in a BP Zone?

Yes, with a conditional use permit the project is allowed per 17.24.030 of the Muni Code.

17. Does the city monitor/check the number of truck rides?

The city’s code enforcement will be following up with compliance of the number of trucks trips permitted.

18. Residents expressed safety concerns due to stop signs and speed limits not being obeyed.

Yes, this was discussed at the January 7, 2025 TAC meeting. A traffic warrant study was conducted, and the speeds are being evaluated. To alleviate some of the neighborhood concerns the Public Works Director advised staff to perform additional traffic analysis for key streets near the Las Animas site. Additionally, the Marina Police Department has stepped up enforcement near and around the project site.

19. Complaints about dust caused by trucks that makes cars and front porches dirty.

City staff monitor this impact along with the Monterey Bay Air Resources District (MBARD). MBARD authorized the most recent Permit to Operate in 2018 and determined concrete batch plant has the ability to comply with applicable MBARD regulations.

20. Residents are requesting the council to not extend the lease. From one of the emails:

“While I understand it takes time to relocate a business with infrastructure of this magnitude, Las Animas has another facility 36 minutes away. They do not need to operate here for 3 more years to fulfill their local contracts. This would pose a minor increase in their operating expenditures and a minor inconvenience. A small price to pay when lives are at stake. I am pleading with you to vote against extending their use permit and accelerate relocating their business outside of a residential neighborhood for the safety of our citizens.”



The Council will consider this when renewing the lease at an upcoming meeting.

- 21. “I recently spent 3hrs with 2 Calif Ave households going over their copies of Las Animas related paperwork. It appears a deja vu with a business no longer registered with Calif., a lease that expired years ago, and apparently noise levels maybe far above what City ordinance allows. The trucks are so loud windows rattle, and residents are awakened while sleeping. Any reasonable person would be unnerved in this situation given the paperwork and noise.”**

The Planning Commission approved a conditional use permit to operate the site in accordance with the California Environmental Quality Act by preparation of a Mitigated Negative Declaration that determined the impacts from the site are less than significant. City staff will continue to monitor the property to ensure compliance with the Municipal Code and the approved CUP.

- 22. Traffic Advisory Committee (TAC) meeting on 1.7.25. Concerned residents were present at the TAC meeting to express their concern for the speeds along California Avenue.**

Public Works staff explained the traffic analysis done for this street and several abutting streets and the speeds that were identified at the 85 percentiles (generally around 35 miles per hour along California Avenue), higher than the 30 mph posted. The Public Works Director indicated a new traffic warrant study will be carried out for these streets in the near term.

- 23. Concerned resident-email on 1.6.25**

- a. **Yes or No: Is California Ave BETWEEN Imjin Parkway and 8th St (which is in Dunes CFD) maintained under Dunes CFD? No**
- b. **What is the weight limit that California Ave between Imjin Parkway and 8th St was built to withstand? i.e., This specific segment of California Ave, up to what weight of vehicle was it meant for travel on?**

It's a collector roadway with a Traffic Index of 7 – this index gives us an understanding of how much of a Truck Load this particular roadway can take in its lifetime. A TI of 7 is fitting for a collector roadway and should suffice for California Avenue's normal use. 8th St is also a Collector roadway designed in the same manner. This was conveyed to Carol Eng via email on 1.7.25.

Concerned resident Noise Disturbance Complaint 1.3.25: 30 trucks passed on Friday, 1.3.25 by with noise levels of 68.1-84.3 dBA.

The City will be hiring a consulting firm to further evaluate the truck noise to ensure compliance with the City's noise standards.



24. Concerned resident-Traffic Complaint-1.3.25 Nine (9) cars observed not using the stop sign.

Community Development Director emailed resident on 1.6.25 stating this matter has been referred to the TAC. Additionally, the Police Chief stated at the January 7, 2025 TAC meeting that additional enforcement will be occurring near and around this street in the near term.

28. Concerned resident-Traffic Complaint-12.31.24. 12.31.24 41 cars, SUVs and trucks driving over the speed limit on California Avenue.

Community Development Director emailed resident on 1.2.25 stating the matter had been referred to the January 7, 2025 TAC for additional follow up.

25. 12.17.24- Letter From concerned residents

Las Animas Concrete LLC is no longer an entity registered with the California Secretary of State. Its status with the California state is “terminated” and it has been “inactive” since May 30, 2024.

Response from Las Animas, dated December 19, 2024, - “Yes, we dissolved the LLC this year since we no longer partner with MPE in Marina. We are now Las Animas Concrete & Building Supply Inc, DBA Las Animas Concrete, Marina.”

26. Concerned resident email dated 12.13.23

- a. **Is it the area enclosed within and including the dotted lines which are maintained under the CFD?**

Map sent to resident on 12.13.24. California is not a part of the CFD.

- b. **What is the street in the lowest point of this maintained area in dotted line? the street at the southern most end of the dotted enclosure. "op phase 3 is written above it)**

Divarty Street

- c. **Approved truck routes for use in general (separate from special approvals given for Las Animas Concrete.**

No formal truck routes have been approved in Marina.

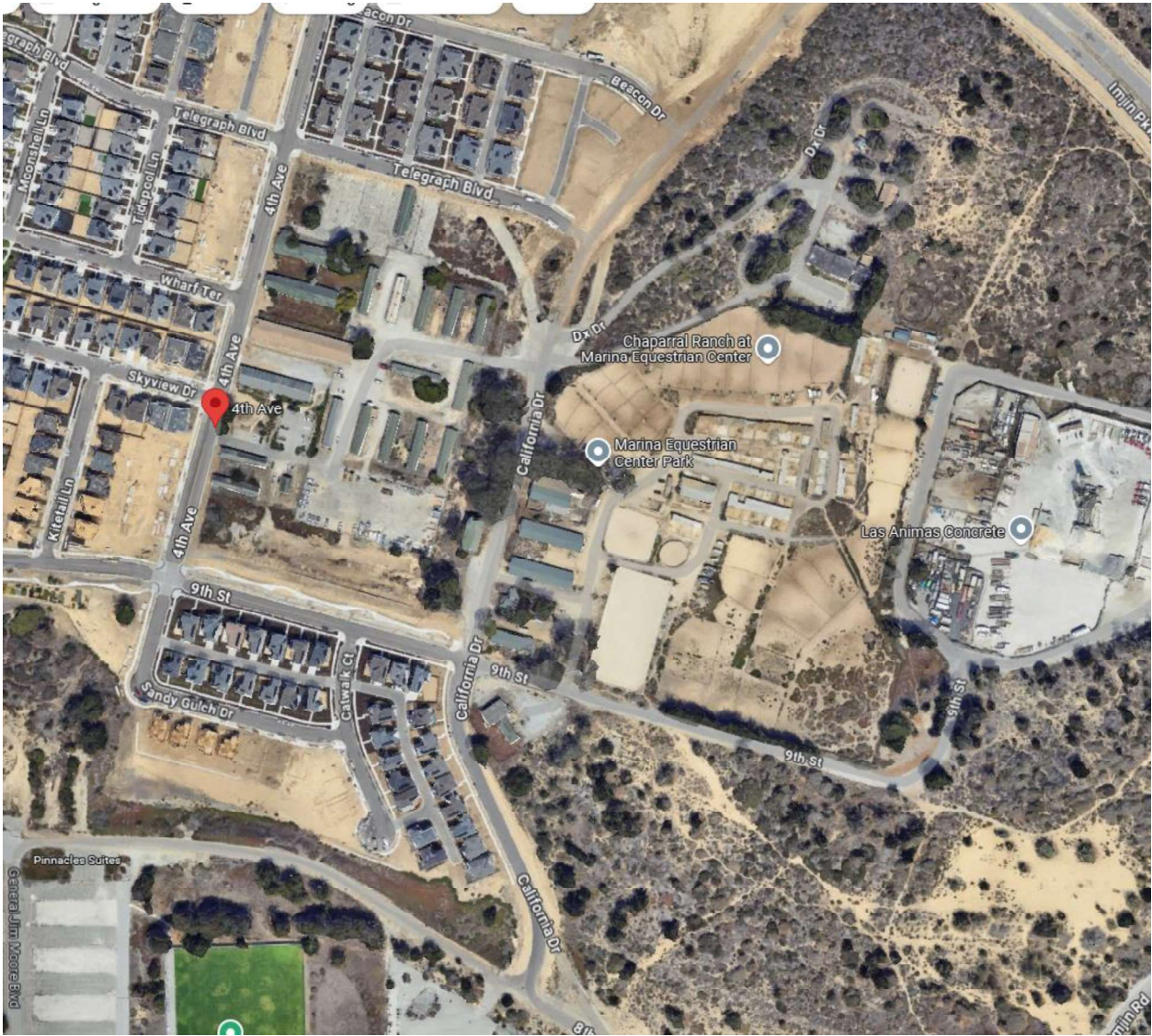
- d. **Conditional Use Permit approved for Las Animas Concrete on 24 October 2024 hearing**

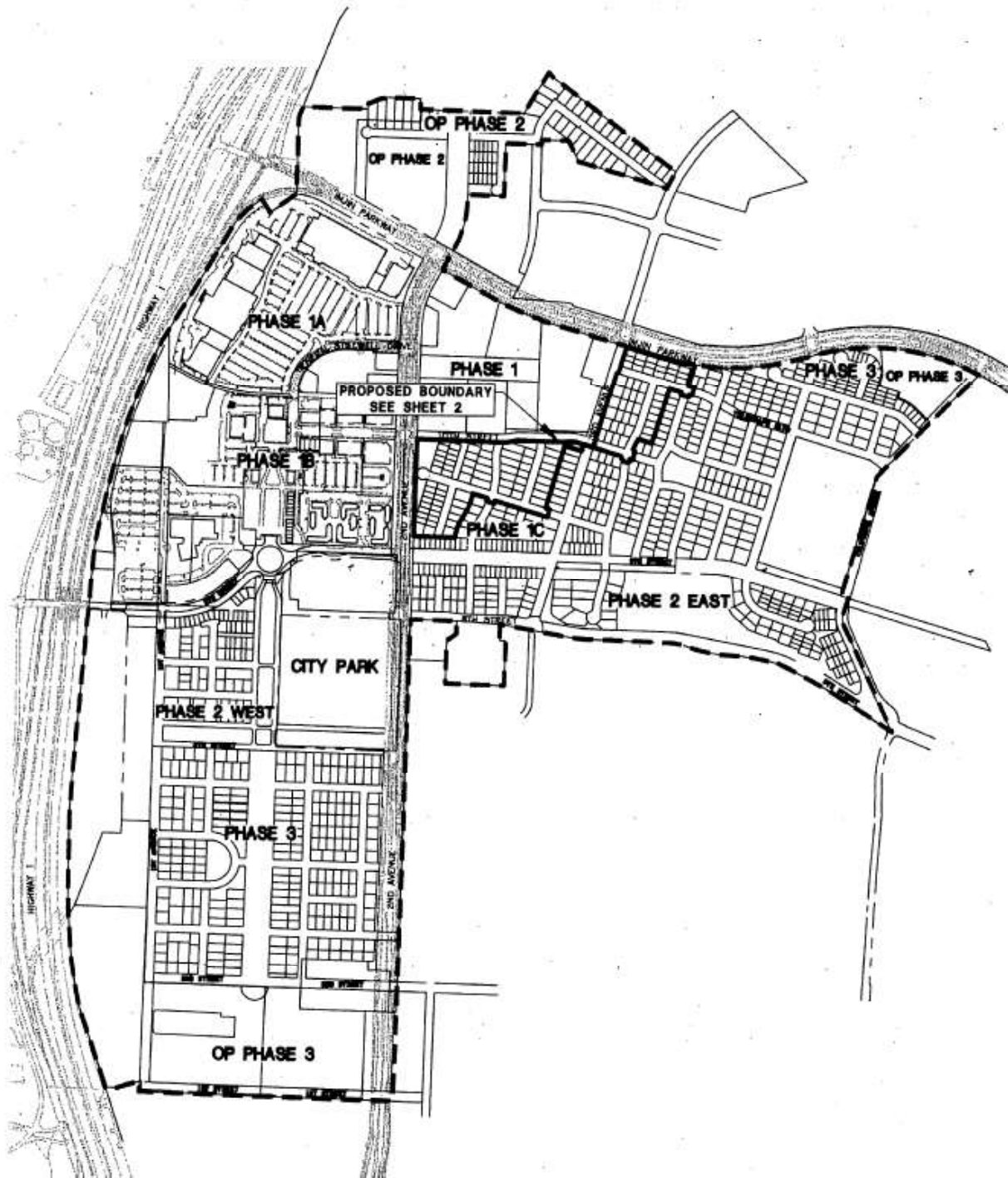
CUP info can be found via this

link: <https://www.cityofmarina.org/AgendaCenter/ViewFile/Agenda/10242024-569?html=true>

- e. **Ordinance No. 2015-03 forming the City of Marina Community Facilities District No. 2015-1 (commonly referred to as The Dunes CFD)**

Ordinance 2015-03 sent to resident on 12.5.24





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REBUTTAL RESPONSE TO COUNCIL'S QUESTIONS RE:
LAS ANIMAS CONCRETE POTENTIAL LEASE
Marina City Council
Meeting of January 22, 2025
and
OPPOSITION AND OBJECTION
TO PROPOSED LEASE
BETWEEN CITY AND LAS ANIMAS CONCRETE

499 Ninth Street
Parcels 031-201-014 and -016
City Council Meeting, January 22, 2025

I am a California attorney appearing solely on my own behalf as a resident and owner of residential property on California Avenue (cross-street Ninth Street) in Marina. I oppose and object to the proposed three-year lease between the City of Marina and Las Animas Concrete – or any other Lease -- for continued operation. A cement plant and daily transportation of products and materials in three, four and five axle commercial trucks do not belong in a residential neighborhood. Las Animas Concrete intends to engage in operation and transportation through our residential Dunes neighborhood six days per week, 11 hours per day, starting at 6:00 a.m., *plus* 30 nights of operation per year, *including holidays*. Las Animas' operations generate 80 to 90 truck trips right in front of my home, and the homes of dozens of other residents of The Dunes Phase Two – which is highly disruptive to sleep, peace, health, and safety of Marina residents.

City Council has on the Agenda for Closed Session, the negotiation of a new Lease with Las Animas Concrete & Building Supplies Inc. Upon investigation by other Neighbors, we now know that Las Animas Concrete LLC (a different entity) previously had a written Lease with the City (as proxy for the Redevelopment Agency) dated/effective February 4, 2006, with had a term of 5 years, with option for extension of 2 more years. In September 2008, the parties entered into a written Amendment #1, exercising the extension to February 4, 2013. In July 2012, the City and Las Animas entered into a written Amendment #2, extending the Lease term to February 4, 2017. **The Amendment #2, as approved by Resolution 2012-104, signed by Mayor Bruce Delgado, expressly states that there will be no more extensions of the Lease:** "The term of this Agreement shall be for eleven (11) years, commencing on February 4, 2006, and terminating on February 4, 2017. Tenant shall have no option to extend the term of the Lease."

Guido Persicone kindly provided his Staff response to Questions posed by the City Council regarding Las Animas Concrete and its use of City-owned parcels, dated January 17, 2025.

As several of the Answers to the Council's Questions are imprecise, evasive or inaccurate, this Rebuttal Response is submitted as alternative Answers to some of the Questions posed by the City Council, for its consideration:

2. Did the road California Ave between Imjin Parkway and 9th St exist before Dunes? Staff answer: “Yes, California Avenue has been operational since the inception of the former Fort Ord Base.”

My Answer: The road by new residential construction was named Fifth Avenue, not California Avenue, prior to The Dunes. The portion of the road between Imjin and 9th Street was CLOSED for several years during construction of The Dunes (at least during Phase Two) – in that the intersection of California Avenue and Imjin Parkway was blockaded for years, and did not open until November 2024.

5. What are the allowable noise levels on residential streets like California Avenue during daylight/night hours.? Staff answer: “Allowable average noise standards are as identified in Table 4.1 and 4.2 of the General Plan. According to the General Plan 70 Ldn dBA during the day the 65 Ldn dBA at night are allowed. . . .”

My Answer: The Conditional Use Permit recently issued to Las Animas Concrete by the Marina Planning Commission explicitly requires that it comply with the Noise Ordinance noise levels stated in Section 9.24.

Section 9.24.010 states: “It is declared to be the policy of the city that the peace, health, comfort, safety and welfare of its citizens require protection from excessive, unnecessary or unusually loud noises and vibrations from any and all sources in the community” Section 9.24.020 states: “The term ‘excessive, unnecessary or unusually loud noise’ means a noise disturbance which, because of its volume level, duration or character, annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of Marina residents, businesses or education facilities”

It is also noteworthy that that areas zoned as “industrial” have noise limits pursuant to Section 17.28.040H. **Industrial noise caused to single or double family residential property is limited to 55 decibels during days and 45 decibels during the night.** Las Animas’ own data shows that it exceeds these levels.

The activities of the concrete company, especially the travel of cement trucks and of 5 axles supply tractor-trailers indeed violates Section 9.24, as its noise disturbance is of such volume, duration, and/or character that it certainly annoys and disturbs the comfort, repose, health, peace and safety of the residents of The Dunes, the local college residents, and any pedestrians.

These heavy commercial operations in our residential neighborhood are unsafe, unhealthy, and noisy. The entire neighborhood in Marinas has significantly changed in the past 12 years since Las Animas concreted was last issued a CUP and lease. Hundreds of residential homes have been built in The Dunes adjacent to Las Animas plant, with hundreds of new residents including children. Las Animas Concrete uses *residential streets*, especially California Avenue, for transportation of materials and products in and out of its facilities all day long. This is a residential family neighborhood,

and the constant travel of *80 to 90 daily trips* of tractor-trailer trucks and cement trucks poses a dangerous threat to our children and other family members. Further, students regularly travel on foot, bike, skateboard and scooter to and from CSU Monterey Bay on the 2600 block of California Avenue each day – which place's them in harm's way. Granting a lease to Las Animas to operate for three more years continues to place children, students, and others in harm's way.

In support of its CUP application, Las Animas Concrete submitted the Ambient Noise Study, which it asserted shows that it is not noisy. As can be attested by neighborhood residents, this is false. The Noise Study only considered noise from the facility base, and took no consideration of all the noise caused by heavy commercial trucks driving going up and down residential streets, six days a week. Indeed, in its Opposition to the Las Animas CUP, CSUMB objected to the noise generated by Las Animas operations, and noted that Ambient's noise measurements at the Promontory residential housing was taken in the middle of the parking lot, and *not* at the property line, and thus is artificially lowered.

Also, Ambient's study reflects that the noise levels from Las Animas operations is *above* the noise levels permitted under Marina's ordinances for nighttime operations – yet Las Animas intends to operate 30 days nights per year – and above the levels allowed for 6:00 a.m. operations. In response, Las Animas' owner simply told the Planning Commission that it will try to keep the noise down, but Las Animas will make no efforts to control noise generated by its material suppliers and their five-axle commercial trucks. This is not satisfactory.

Disturbance of neighborhood residents, recreational areas, and historic resources must be considered – all of which exist near to Las Animas Concrete -- and these are presumed to be noise "sensitive" areas:

Noise-sensitive land uses are generally considered to include those uses where noise exposure could result in health-related risks to individuals, as well as places where quiet is an essential element of their intended purpose. Residential dwellings are of primary concern because of the potential for increased and prolonged exposure of individuals to both interior and exterior noise levels. Additional land uses such as parks, historic sites, cemeteries, and recreational areas are also considered sensitive to increases in exterior noise levels.¹

According to Las Animas' own data, The Dunes residential neighborhood is only 950 feet from the facility. That's less than 2-tenths of a mile (950/5280 feet). The Marina Equestrian Center is right next door. Buildings at CSU Monterey Bay, especially the 60 unit residential building at Promontory, are located as close as approximately 2 tenths of a mile (1175/5280 feet). These are all noise sensitive property uses.

¹ Ambient Report at pages 4-5.

Las Animas Concrete is also known to violate the required end of operations at 5:00 p.m. – which is part of its CUP requirements. For example, on August 30, 2024, a five-axle tractor-trailer truck drove out of Las Animas and down the 2600 residential block of California Avenue at 5:30 p.m., another one left at 5:39 p.m., and a mixer truck drove along 2600 block of California Avenue and into the facility at 6:22 p.m. This creates residential noise that is not subject to any permit. In response, at the Planning Commission hearing, Las Animas acknowledged that it can be expected that commercial trucks will be returning to the plant after 5:00 p.m. as needed, and did not propose to enforce its 5:00 p.m. mandatory deadline. Neighbors are simply told to file complaints for CUP violations that Las Animas already commits and anticipates committing in the future if a lease is granted.

There is also a problem with pollution. Every day that Las Animas Concrete operates, its trucks (and its suppliers' trucks) litter California Avenue with dust, sand, gravel, and rocks. Residents' vehicles parked (in front of their residential homes) on California Avenue are daily covered with dust and grit from the commercial trucks going in and out of Las Animas Concrete. This pollution problem was intentionally ignored by the Planning Commission, saying that it was up to residential neighbors to complain to the Monterey Bay Air Resources District. This is incorrect, as the City must consider whether the Las Animas operations might create dust, sound, or vibration.

As operation of a cement plant and related commercial truck transportation is inconsistent with the residential neighborhood, the lease should be denied.

6. What studies, if any, were conducted by the City of Marina on noise emitted by Las Animas cement trucks traveling on residential streets, prior to Shea Homes' development of the California Avenue housing tract. If not, why not?

Staff Answer: "A Mitigated Negative Declaration for the site was prepared pursuant to the California Environmental Quality Act in 2005 to ensure impacts were less than a significant level. Additionally, all homes within the Dunes Development were made aware of the Las Animas site in their disclosure documents."

My Answer: The staff did not answer the Question. The real answer is NONE were ever conducted by the City. A CEQA review in 2005 had no analysis of noise levels from *cement trucks* upon potential residential properties. The "site" examined was only the plant itself– not the truck transportation noise – and it was just an abandoned Fort Ord at the time (no residential). As set forth above, the only noise study was conducted by Ambient for Las Animas, which *did not measure the noise of the commercial trucks upon residential property*, but only the noise of the plant itself, and only measured for 10 minutes, at six points, during *non-peak* hours of operation.²

As to the Staff's reference about disclosure to property buyers by Shea Homes, the statement is *highly misrepresentative*. Assertions by Las Animas or Shea Homes or

² Extensive traffic activity occurs between 7:00 a.m. and 9:00 a.m. Conveniently, Las Animas had its noise study conducted during less busy hours after 10:00 a.m.

City Staff that The Dunes residents had prior notice are unfounded. People who purchased homes on California Avenue in The Dunes Phase Two did not know and would not have known, at the time of purchase, that the cement company was and would be driving three, four and five axels commercial trucks up and down California Avenue, six days per week, 11 hours per day.

As this Council is aware, The Dunes residential properties are pre-sold with an earnest money deposit prior to construction of the houses. The areas were fenced off from general public access. While the Phase Two residential area was under construction, purchasers were only allowed to view their putative residential lots by appointment with the personal supervision of Shea Homes realty staff. Such viewings were also limited to those days and times when Shea Homes realtors worked at the showroom site – typically on weekends. Once the homes were built, Phase Two purchasers had only a few days to inspect the property and complete escrow. Accordingly there was no actual knowledge of Las Animas Concrete’s intended invasion of The Dunes Phase Two residential streets to occur after purchase and move-in to the residential homes – and certainly not to the extent of six days per week, 11 hours per day, starting at 6:00 a.m.

At the Special City Council meeting on November 26, 2024, a Shea Homes representative developer told the Council that all purchasers of residential property at the Dunes Phase Two received a voluminous written disclosure to be signed in escrow, disclosing that a cement plant was in the neighborhood. **I have reviewed the disclosures of Shea Homes for purchase of my property on California Avenue, and there is absolutely *no disclosure* that Las Animas Concrete runs, or would be running, 80 to 90 truck trips up and down California Avenue, RIGHT IN FRONT OF OUR HOMES, from 6:00 a.m. to 5:00 p.m., six days per week, plus 30 nights per year. There was no such actual disclosure to the buyers of the circumstances.**

Further, there was no putative public notice to the purchasers of Dunes Phase Two residences. Indeed, in November/December 2022, Las Animas Concrete *had no conditional use permit to operate, and was operating unlawfully*. Any search of public documents would have shown *no* CUP for Las Animas to engage in cement plant operations. This Council is now aware of the fact that Las Animas was operating without any CUP since 2017.

In addition, any public search would have reflected *no operative lease* between the City of Marina and Las Animas Concrete for use of this City-owned parcel of land. California Government Code Section 37393 mandates: “A lease of an interest in real property of a city shall be recorded in the office of the recorder of the county in which the property is located.” These parcels were quitclaimed to the City as of 2011. An electronic search on the Monterey County Recorder’s office records website reflects *no prior lease between City of Marina and Las Animas Concrete* was ever filed. To the extent that there was a prior lease in 2005/2006 or 2012, the City and Las Animas failed to comply with State law, and there was no public record of any lease at the time of sales and purchase of Phase Two residences. In fact, any lease had already expired by that time.

9. Is this segment of California Ave built to withstand truck traffic, e.g., the loads of Las Animas' trucks? Staff answer: "It's a collector roadway with a Traffic Index of 7 – this index gives us an understanding of how much of a Truck Load this particular roadway can take in its lifetime. A TI of 7 is fitting for a collector roadway and should suffice for California Avenue's normal use. 8th St is also a collector roadway designed in the same manner."

My Answer: The staff answer ignores the physical difference of California Avenue between 8th and 9th. Unlike the portion of California between 9th and Imjin, the portion of California Avenue on the 2600 block is NOT built as a collector road. Its lanes are very narrow, just like the rest of the residential streets in The Dunes Phase Two. I have previously provided this Council with physical evidence that the 2600 block of California is being damaged on a daily basis. The distinction between the construction of this portion of California Avenue from that closer to Imjin was specifically acknowledged by the Chair of the Traffic Advisory Committee at its meeting on January 7, 2025. The portion of the road where California meets 8th and then continues on through the CSUMB campus is heavily destroyed asphalt road, caused by these heavy loads.

16. According to an email from homeowner/lawyer Marie Weiner, Las Animas is operating in a BP (Business Park) Zone. Is a cement plant allowed to operate in a BP Zone? Staff answer: "Yes, with a conditional use permit the project is allowed per 17.24.030 of the Muni Code."

My Answer: The staff answer is not precise and is misleading. In order for a cement company to operate in a BP Zone, under 17.24.030, the Company must have (1) a CUP AND (2) an actual Lease for use of city-owned property. More precisely, a cement company is not one of the activities that is automatically allowed in a BP Zone. The City Ordinance limits which types of business can even operate their with a CUP. The cement company can only be eligible for operation with a CUP in a BP Zone IF it has a Lease for city-owned property. **The one and only way that Las Animas can operate at these city-owned parcels is pursuant to 17.24.030J, which mandates that it must have a Lease.**

As we now all know, Las Animas does not have any Lease for use of this city-owned property. It has not had a lease for 8 years – and thus is in violation of the Zoning Ordinance. Further, the new CUP requires that Las Animas have a Lease in order to operate – which it does not have. All operations should have been shut down unless and until Las Animas had a Lease in the first place.

17. Does the city monitor/check the number of truck rides? Staff answer: The city's code enforcement will be following up with compliance on the number of trucks trips permitted."

My Answer: No. Obviously the staff answer is also No. Even the recent travel data taken by the City, per the report given at the TAC January 2025 meeting, did *not*

measure any traffic in California Avenue between 9th and 8th, i.e., my residential block and the road that leads to CSUMB. The City only took data for the area between 9th and Imjin.

OPPOSITION OF ANY FURTHER LEASE

In addition to response to certain questions posed by the City Council, further information is provided in Opposition to issuance of any further Lease to Las Animas:

OPERATION OF A CEMENT PLANT AND EXTENSIVE USE OF COMMERCIAL TRUCKS NEXT TO THE PHASE TWO DUNES RESIDENTIAL NEIGHBORHOOD IS *INCONSISTENT* WITH THE PROPOSED GENERAL PLAN

Parcels 031-201-014 and -016 were given to the City of Marina by the federal government upon closure of Fort Ord. It is located at the dead end of Ninth Street in Marina, with the closest cross-street California Avenue. *Admittedly, Las Animas Concrete has been operating illegally for the past seven years (since 2017) without a conditional use permit, without an active lease, and thus also in violation of the Zoning laws (as Section 17.29.030(J) requires a lease agreement with the city).*

At the time of issuance of its prior conditional use permit (and related lease), *12 years ago in 2012*, Las Animas Concrete's adjacent "neighbors" were the Marina Equestrian Center and the abandoned Fort Ord stockade. Much has changed in the City of Marina since 2012. Indeed, much has changed since Las Animas' last CUP expired seven years ago.³

According to the Fort Ord Reuse Authority Stockage Building Removal plans, the stockade was demolished in 2019. In its place, pursuant to a development plan in which the City participated and approved, Shea Homes built the Dunes Phase Two residences, which are now *the hundreds of residential neighbors* of the concrete plant.

Also the Marina Equestrian Center was placed on the National Register of Historic Places since 2014. The site has been designated by the City for public and recreational use – which public recreational use was mandated by the federal government in granting that land to the City. The Las Animas facility is at the dead end on Ninth Street, and all of the many commercial trucks of Las Animas and its providers drive past and through the historic Marina Equestrian Center property – indeed on the road between

³ Although Las Animas was granted a new conditional use permit by the Planning Commission on October 24, 2024, that CUP is explicitly conditioned upon Las Animas having an active (new) lease with the City of Marina, and its BP Zoning also mandates that Las Animas must have a City lease *in order to operate in the first place*. Thus all operations by Las Animas since the granting of its new CUP are *illegal*, unless and until it gets a new lease.

the horse pens and the horse-riding trails. Such heavy industrial activity of a cement business is utterly inconsistent with use of the historic Equestrian Center.

Importantly, City of Monterey has a draft of revisions to the General Plan for the growth and development of the City of Marina, which new proposed General Plan was presented to and approved by the City Council at its meetings on November 19, 2024 and January 9, 2025.. Part of that proposed General Plan revision is called the “8th Street Area”, and it pertains to the same geographic area. The proposal calls for building additional CSUMB residential housing along the 2600 block of California Avenue – across the street from my residence – as well as two small green parks. Such student housing would also border Ninth Street. These are the same streets that Las Animas heavy commercial trucks travel for *80 to 90 truck trips per day*. Such industrial operation of a cement plant and transportation of materials and products, six days per week, 11 hours per day, is utterly *inconsistent* with the proposed General Plan for student housing. Indeed it is inconsistent with the existing CSUMB Promontory Point resident housing that Las Animas presently travels next to on Eighth Street starting at 6:00 a.m. Monday through Saturday.

Further, there are two “pink” areas on the draft General Plan map for the 8th Street Campus Extension are designated as “Neighborhood Commercial” (NC), which is described as “retail, restaurants, entertainment, office, and other services” that would normally be found in a neighborhood. These “pink” areas include or are right next to the existing City-owned parcels used by Las Animas Concrete. It would be completely *inconsistent* to grant a lease to Las Animas to operate a cement plant, when it is anticipated that the adjacent land will be used for offices and restaurants -- especially given that the surrounding neighbors are residential units.

In fact, as part of the proposed new General Plan, the City has a Goal of “creating community gathering places”; and the City has specifically designated the Marina Equestrian Center to be one such community gather place. Clearly it is inconsistent with the Goal to have heavy commercial trucks and noisy dirty cement operations taking place **right next door** to a place for gathering of families and children.

The City should decline to enter into any further Lease with Las Animas, and certainly not for three years. At most, the City should give Las Animas one year to wind down its operations, and six months to disassemble and remove its cement plan facilities.

MARIE WEINER
California Avenue
Marina, CA
mweiner@astound.net

Rebuttal Of Marina City Staff Q&A **Dated January 17, 2025 on Las Animas Concrete**

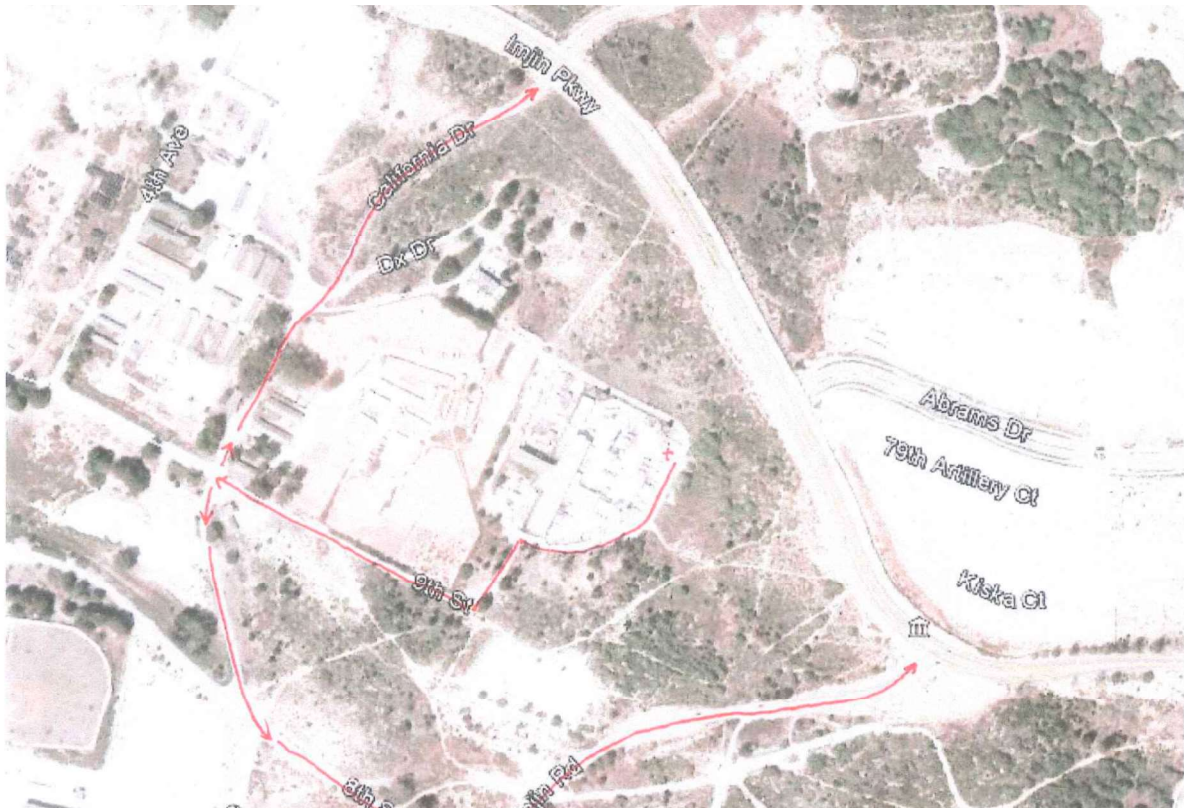
February 3, 2025

From: NoToLA2025 Concerned Citizens Group NoToLA2025@gmail.com
To: City of Marina, 5 City Council members, City Manager, City Counsel
Subject : Las Animas Concrete / California Ave / 8th St

- We, representing the local community of NoToLA2025 group with 76 petitioners and growing, are responding to Marina City Staff's answers to Council questions about Las Animas Concrete (file emailed as ***"Las Animas Emails CM Input v6.0.pdf"*** dated January 17, 2025).
- All references are provided in the appendix.
- Copy of petition is attached separately.

Response to Answer #1 **Misrepresentation of truck route**

The **picture** provided by City Staff in Q&A is misrepresentative, since it displays only **part** of the truck route approved in the past: it mistakenly shows trucks can only turn left onto California Ave, but not to the right.



2012 CUP : Approved Truck Route

The picture **shown here** displays the **complete truck route** from the 2012 Conditional Use Permit. It shows trucks can in fact turn onto both the left and right onto California Ave.

- **[REF]** Resolution No. 2012-03 (Las Animas CUP 2012)

Why is this relevant? It shows inadequate disclosure of information on the Dunes and the provision of wrong and inaccurate information by builder Shea Homes and Las Animas.

1. This CUP is material information which is known since 2012 and before Dunes homes were built: trucks would travel directly on residential roads adjacent to approved homes on California Ave.
2. This CUP is material information which should have been disclosed to home buyers but was not. This point discussed further below in the **Response to Answer #6**.
3. Also, when Shea Homes customers visit the site/homes for purchase, they are provided a marketing map that does not show the existence of Las Animas. This point discussed further below in the **Response to Answer #6**.
4. Further, **when specifically asked in 2022 whether trucks would travel on roads adjacent to Dunes homes, both builder Shea Homes and Las Animas said they would not when it is known ahead that they would!**

This enquiry was made by a resident of the Dunes, Hitoshi Takakura. He asked Animas and Shea about the driving route of the trucks before they purchased their home in **Sept 2022**. The direct response from the owner of Las Animas is they avoid the houses as much as possible and they don't drive through the neighborhood unless they are delivering concrete to the neighborhood for construction.

- **[REF]** Hitoshi Takakura email

Response to Answer #4

Deny new lease since City is not building a new access road

By not building a dedicated access road for Las Animas to divert traffic away from residential areas, would cause Las Animas to continue to breach **Dunes SP requirements, and Marina GP noise standards**.

These breaches are discussed further below in the **Response to Answer #5, and in Response to Answer #7, #21**.

Response to Answer #5

Acceptable Noise Levels

The **Acceptable** noise level that is given in Table 4.1 of the Marina GP is what should be referenced as the maximum allowable noise limit. For residential area — always defined as noise-sensitive — the maximum allowable noise limits are:

City of Marina General Plan Noise Standard (Residential) :

Maximum acceptable noise (exterior) **60 dBA**

Maximum acceptable noise (interior) **45 dBA**

The values quoted in the response from City staff are for **Conditionally Acceptable**: this applies only apply if noise reduction has been applied. The Dunes homes along California Ave are of conventional design with no special noise-reduction features.

- ***[REF] Marina GP, page 172***

The State of California General Plan definitions are as below:

Acceptable: “Specified land use is satisfactory based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.”

Conditionally Acceptable: “New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.”

- ***[REF] State of CA GP, Appendix D, page 374***

Many people may have forgotten

The Dunes Specific Plan

passed 20 years ago in May 2005 :

This Dunes SP trumps other regulations because it was specifically crafted for a particular area (In fact, the Marina General Plan had to be revised to bring it in alignment with The Dunes SP) This Dunes SP sets development regulations for all developments that are to come come after it, or after May 2005.

The Dunes SP is required to conform to the Ford Ord Reuse Plan (FORA). As such, the Dunes SP has set noise goals which are to be met by any development which is to come after it.

Environment Impact Report (EIR) for The Dunes Specific Plan

The need to use and apply the **Acceptable level** is set out in the **Environment Impact Report (EIR) for The Dunes Specific Plan** (formerly called University Villages Specific Plan).

The EIR for the Dunes SP reinforces the need to apply **Acceptable** level (and **NOT Conditionally Acceptable**). **ie the “acceptable level” for noise is to be applied to every home in the Dunes planned residential community..**

*“The maximum allowable exterior noise exposure, as measured in Ldn (dBA) (or CNEL for the Airport CLUP noise standards), shall not exceed the “**acceptable** use” standards shown Table 4.1 [Table 3.8-5] of this plan... Where existing or projected exterior noise levels exceed the **acceptable** limit, construction shall be conditionally permitted only when appropriate mitigation measures are employed, including measures to attenuate exterior noise levels where development of schools, parks and playgrounds is proposed”*

- **[REF]** Dunes Specific Plan (formerly University Villages) Noise Goals, (page 170-172, 189)
- **[REF]** EIR for Dunes SP, page 3.8-9

This Dunes SP EIR defines the terms used for noise:

Lmax : maximum noise level in any given time period
Lmin : minimum noise level in any given time period
Leq : average noise level in any given time period
Ldn : average noise level over a 24-hour period

- **[REF]** EIR for Dunes SP, page 3.8-2

Fort Ord Reuse Plan (FORA) Noise Goal (which the Dunes SP needs to conform to):

To protect people who live, work and recreate in and around the former Fort Ord from the harmful effect or exposure to excessive noise

To provide noise environments that enhance and are compatible with existing and planned uses

To protect the economic base of incompatible land uses within areas affected by existing or planned noise-producing uses.

- **[REF]** *Dunes Specific Plan (formerly University Villages)*, page 189.

Response to Answer #6

Shea Homes' Disclosure on Dunes

Excerpt from "SHEA HOMES LIMITED PARTNERSHIP'S DISCLOSURE STATEMENT FOR THE DUNES (PHASE 2 EAST)"

***"Properties to the East:* Existing uses east of the Community and south of Imjin Parkway and generally north of 9th Street include, among others, the Marina Coast Water District maintenance facility and corporate yard on General Jim Moore Boulevard between 9th Street and 5th Avenue; an equestrian center (Marina Equestrian Center described below); **a ready-mix concrete plant (Las Animas Concrete) on 9th Street east of 5th Avenue about 750 from the Community**; and radio towers at the end of Dx Drive, less than 500 feet from the Community. The radio towers are owned by the City of Marina and operated by the Monterey Bay Amateur Radio Association."**

1. The name "Las Animas Concrete" only appears once in the text of the 367-page complete Shea home closing contract and disclosures provided.
 2. There are no mentions of the operation of the plant, the transportation of goods in and out of the plant by large and heavy trucks, or their use of the roads adjacent to Dunes homes. Neither are there any mentions of the noise, vibrations, and pollution from the operation of these trucks on residential roads.
- **[REF]** *SHEA HOMES LIMITED PARTNERSHIP'S DISCLOSURE STATEMENT FOR THE DUNES (PHASE 2 EAST)*, page 23.

Also, in the marketing materials provided by Shea Homes when customers come to view the homes, the **marketing map provided does not show the existence of Las Animas**. The picture ends on the East at the Marina Equestrian Center.

- **[REF]** *Shea Homes marketing map of the Dunes*

Response to Answer #7 and #21

Noise Study for Las Animas

The IS/ND for Las Animas Concrete CUP done by the city stated that "there would be less than significant impact on the environment." The noise study in the IS submitted by Ambient is incomplete, inadequate and inaccurate. Who is saying that?

- **CSUMB** via an opposition letter submitted to the Planning Commission meeting on Oct 24, 2024.
- **Marie Weiner** (former judge with 20 years experience, and expertise in CEQA) via an opposition letter submitted to the Planning Commission meeting on Oct 24, 2024.
- **Local residents** on the ground, who have signed two petitions, one was submitted to the Planning Commission meeting on Oct 24, 2024. A second petition, with 76 signatures and growing, by Marina residents is also attached.
- **[REF]** CSUMB letter
- **[REF]** Marie Weiner letter
- **[REF]** Residents letter and petition
- **[REF]** Attached separately, Current NoToLA2025 petition

The noise study is incomplete, inadequate and inaccurate because, to quote Marie Weiner in the opposition letter *"in assessing the traffic and noise caused by Las Animas Concrete in its business operations, the Initial Study fails to substantively recognize that a significant inherent part of its business is **transportation**. Las Animas Concrete's operations include transporting materials and concrete in and out of its facility based on 499 Ninth Street."*

1. The measured noise at various locations near the plant do not include noise from the trucks that come in and out of the plant, including large trucks from its suppliers, as well Las Animas' own cement trucks.
Since the residents' main objection is to truck noise, then truck noise must be measured in order for this IS to be valid. ***The IS is not complete until a complete study of truck noise is done at the residences adjacent to the truck routes, including at Dunes homes on California Ave, and at the CSUMB Promontory on 8th St.***
2. Looking at the measurement locations from the Ambient report, page 6, only Location 3 and Location 5 are directly on the truck route (on August 2024 when the study was done). Yet, the maximum reported noise (Lmax) at Location 3 is **57.9 dBA**, and at Location 5 it is **56.3 dBA**. ***This is too low for trucks.***
3. From our own noise measurements, the noise from trucks when measured at a residential property adjacent to truck travel, the maximum noise (Lmax) should be between **70-78 dBA**. ***It is clear that the noise study did not in fact measure any Las Animas trucks or the trucks of their suppliers.***

Our measurements can be found in two videos shared on Google drive here:

(1) [https://drive.google.com/file/d/1LdR4qKtcVk5A2KA-kJqy3YKycRAPbppv/view?usp=share link](https://drive.google.com/file/d/1LdR4qKtcVk5A2KA-kJqy3YKycRAPbppv/view?usp=share_link)

(2) [https://drive.google.com/file/d/1_jB4qCWb5eiTfpxXTWMZlpo7VpY_9aS/view?usp=share link](https://drive.google.com/file/d/1_jB4qCWb5eiTfpxXTWMZlpo7VpY_9aS/view?usp=share_link)

- **[REF]** Ambient report from IS, pages 5 and 6

Hence, the City's noise study only looked at the noise from the facility and **did not study the noise from trucks although transportation is the heart of a concrete business!** Every day, suppliers transport raw materials to the site, concrete is mixed, and this is then transported to customers **every day!**

On the basis of this non-study, the City made a wrong negative CEQA declaration to say there is no impact from Las Animas' business.

Carol Eng

Tom Zahilaris

NoToLA2025@gmail.com

From: Hitoshi Takakura
Subject: Re: Concrete Company Truck Route
Date: November 30, 2024 at 19:40
To:

PROVISION OF WRONG INFO BY LAS ANIMAS CONCRETE & BUILDER SHEA HOMES IN RESPONSE TO BUYER QUESTIONS IN 2022

Carol,
Resending.

2024年11月30日(土) 18:26 Hitoshi Takakura
Hello Carol,

Here is my communication with the Shea Home office when we confirmed a driving route of the concrete company. Please allow me to delete my confidential information; however, I actually contacted Tyler French at Las Animas on the website not to drive to Imjin through California Dr. Hopefully this is enough for you.

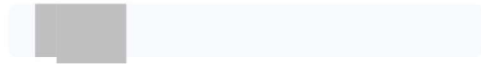
The communication held in September, 2022.

Hitoshi

B

Bernadette Gluck <Bernadette.Gluck@sheahomes.com>

To 自分, Josh



Hello Hitoshi,

Regarding the Las Animas Concrete company, I would recommend you call them and ask them your specific questions. We do not know exactly what their route is or will be and do not want to give you false information.

H

Hitoshi Takakura

To Bernadette, Josh, Renee

Good morning Bernadette,
cc: Josh,

Here is the reply from Las Animas Concrete Company about the driving route.
Please let me forward for your reference.

We take Injim Parkway to Injim Rd to 8th Ave, we try to avoid the house as much as possible and don't drive through the neighborhood unless we are delivering concrete.

Thanks

Tyler French
Las Animas Concrete
(831) 426-7280 x...5
Cell (831) 227-7488

J

Josh Miller <Josh.Miller@sheahomes.com>

To 自分, Bernadette



Hello Hitoshi,

Well that sounds like the best possible answer. It means they go around the back and should not be anywhere near your home.

Thank you,

Joshua Miller

Shea Homes® The Dunes™

SENIOR COMMUNITY REPRESENTATIVE

O: 831.233.0962 | [Directions](#)

Table 4.1. Allowable Noise Standards Measured in Ldn (dBA)

Land Use Category	Maximum Exterior		Maximum Interior*
	Acceptable	Conditionally Acceptable	
Residential	60	70	45
Live/Work	65	75	50
Hotel/Motel	65	75	50
Office	67	77	55
Other Commercial	70	80	60
Industrial/Agriculture	70	80	60
Schools, Libraries, Theaters, Churches, Nursing Homes	60	70	45
Parks and Playfields	65	70	NA
Golf Courses, Riding Stables, Cemeteries	70	75	NA
*It is preferred that the interior noise standard be attained with open windows. However, where the interior noise standard is attainable only with closed windows and doors, mechanical ventilation shall be required.			

Table 4.2. Noise Standards for Stationary Noise Sources

Duration	Maximum Allowable Noise	
	Day (7:00 a.m. to 10:00 p.m.)	Night (10:00 p.m. to 7:00 a.m.)
Hourly L_{eq} in dB ^{1,2}	50	45
Maximum Level in dB ^{1,2}	70	65
Maximum Impulsive Noise in dB ^{1,3}	65	60

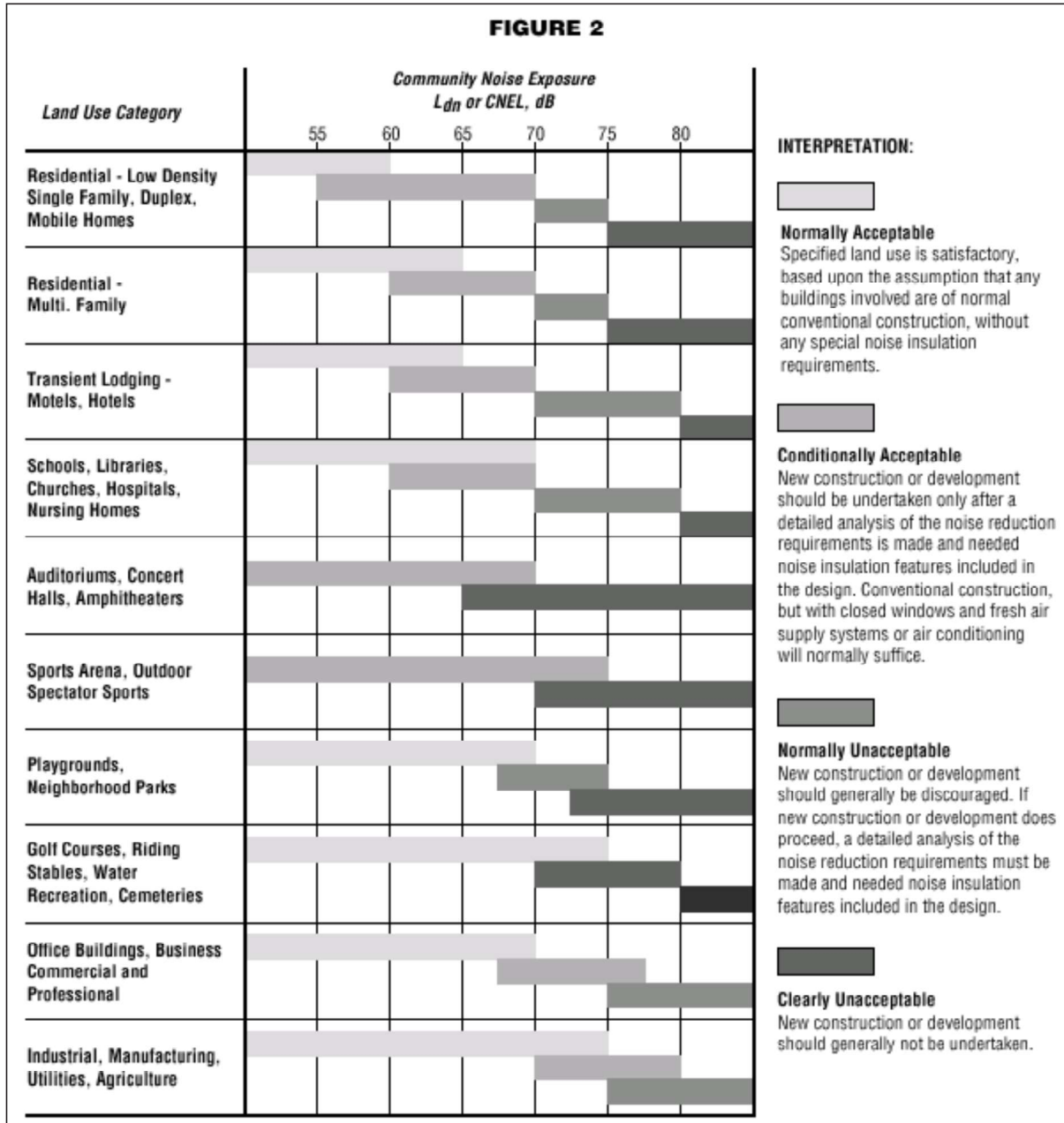
¹As determined at the property line of the receiver. When determining the effectiveness of noise mitigation measures, the standards may be applied on the receptor side of noise barriers or other property-line noise mitigation measures.

²Sound level measurements shall be made with slow meter response.

³Sound level measurements shall be made with fast meter response.

Step 15:

Adopt and apply a community noise ordinance for resolution of noise complaints.



Environment Impact Report for Dunes Specific Plan in 2005
(These development guidelines are required to be followed. Las Animas
Concrete came after and violates the Dunes Specific Plan for noise.

Table 3.8-1
Representative Environmental Noise Levels

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	—110—	Rock Band
Jet Fly-over at 100 feet		
	—100—	
Gas Lawnmower at 3 feet		
	—90—	
		Food Blender at 3 feet
Diesel Truck going 50 mph at 50 feet	—80—	Garbage Disposal at 3 feet
Noisy Urban Area during Daytime		
Gas Lawnmower at 100 feet	—70—	Vacuum Cleaner at 10 feet
Commercial Area		Normal Speech at 3 feet
Heavy Traffic at 300 feet	—60—	
		Large Business Office
Quiet Urban Area during Daytime	—50—	Dishwasher in Next Room
Quiet Urban Area during Nighttime	—40—	Theater, Large Conference Room (background)
Quiet Suburban Area during Nighttime		
	—30—	Library
Quiet Rural Area during Nighttime		Bedroom at Night, Concert Hall (background)
	—20—	
		Broadcast/Recording Studio
	—10—	
Lowest Threshold of Human Hearing	—0—	Lowest Threshold of Human Hearing

Source: California Department of Transportation, 1998

L_{eq} , the equivalent energy noise level, is the average acoustic energy content of noise for a stated period of time. Thus, the L_{eq} of a time-varying noise and that of a steady noise are the same if they deliver the same acoustic energy to the ear during exposure. For evaluating community impacts, this rating scale does not vary, regardless of whether the noise occurs during the day or the night.

L_{dn} , the Day Night Average Level, is a 24-hour average L_{eq} with a 10 dBA “weighting” added to noise during the hours of 10:00 p.m. to 7:00 a.m. to account for noise sensitivity in the nighttime.

L_{min} , the minimum instantaneous noise level experienced during a given period of time.

L_{max} , the maximum instantaneous noise level experienced during a given period of time.

Noise caused by natural sources and human activities is usually well represented by median noise levels during the day, night, or over a 24-hour period. Environmental noise levels are generally considered low when the L_{eq} is below 60 dBA, moderate in the 60-to 70-dBA range, and high above 70 dBA.

Examples of settings with low daytime background noise levels are isolated, natural settings that can provide noise levels as low as 20 dBA and quiet, suburban, residential streets that can provide noise levels around 40 dBA. Noise levels above 45 dBA at night can disrupt sleep. Examples of moderate-level noise settings are urban residential or semi-commercial areas (typically 55 to 60 dBA) and commercial locations (typically 60 dBA). People may consider louder environments adverse, but most people living or working in urban residential or residential-commercial areas (60 to 75 dBA) or dense urban or industrial areas (65 to 80 dBA) accept the higher noise levels commonly associated with these land uses.

When evaluating changes in 24-hour community noise levels, a difference of 3 dBA is a barely perceptible increase to most people. A 5 dBA increase is readily noticeable, while a difference of 10 dBA would be perceived as a doubling of loudness.

Noise levels from a particular source decline as distance to a receptor increases. Other factors, such as the weather and reflecting or shielding, also help intensify or reduce noise levels at any given location. A commonly used rule of thumb for roadway noise is that for every doubling of distance from the source, the noise level is reduced by about 3 dBA at acoustically “hard” locations (i.e., the area between the noise source and the receptor is nearly complete asphalt, concrete, hard-packed soil, or other solid materials) and 4.5 dBA at acoustically “soft” locations (i.e., the area between the source and receptor is normal earth or has vegetation, including grass). Noise from stationary or point sources is reduced by about 6 to 7.5 dBA for every doubling of distance at acoustically hard and soft locations, respectively. Noise levels may also be reduced by intervening structures; generally, a single row of buildings between the receptor and the noise source reduces the noise level by about 5 dBA, while a solid wall or berm reduces noise levels by 5 to 10 dBA. The manner in which older homes in California were constructed generally provides a reduction of exterior- to-interior noise levels of about 20 to 25 dBA with closed windows. The exterior-to-interior reduction of newer residential units is generally 30 dBA or more.

Fundamentals of Groundborne Vibration

Vibration is sound radiated through the ground. The rumbling sound caused by the vibration of room surfaces is called groundborne noise. The ground motion caused by vibration is measured in the U.S. as vibration decibels (VdB).

The background vibration velocity level in residential and educational areas is usually around 50 VdB. Groundborne vibration is normally perceptible to humans at approximately 65 VdB. A vibration velocity level of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels for most people.

Most perceptible indoor vibration is caused by sources within buildings, such as the operation of mechanical equipment, movement of people, or the slamming of doors. Typical outdoor sources of perceptible groundborne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. If a roadway is smooth, the groundborne vibration from traffic is rarely perceptible. The

Table 3.8-5
City Of Marina
Maximum Exterior And Interior Acceptable Ambient Noise Levels (L_{dn})

Land Use	Maximum Acceptable Exterior	Maximum Conditionally Acceptable Exterior	Maximum Acceptable Interior
Residential	60	70	45
Live/Work	65	75	50
Hotel/Motel	65	75	50
Office	67	77	55
Other Commercial	70	80	60
Industrial/Agriculture	70	80	60
Schools, Libraries, Theaters, Churches, Nursing Homes	60	70	45
Parks and Playfields	65	70	NA
Golf Courses, Riding Stables, Cemeteries	70	75	NA

Source: Marina General Plan –Adopted October 31, 2000, Revised November 6, 2003, Table 4.1, page 4-37.

4.110: The maximum allowable exterior noise exposure, as measured in L_{dn} (dBA) (or CNEL for the Airport CLUP noise standards), shall not exceed the “acceptable use” standards shown Table 4.1 [Table 3.8-5] of this plan, or, where applicable, the “permitted use” standards of Table 4-1 of the Airport CLUP. In the Airport Planning Area, the noise standards of Table 4-1 of the Airport CLUP shall apply where such standards are more stringent than those of this plan. Where existing or projected exterior noise levels exceed the acceptable limit, construction shall be conditionally permitted only when appropriate mitigation measures are employed, including measures to attenuate exterior noise levels where development of schools, parks and playgrounds is proposed and, within the Airport Planning Area, as conditionally allowed by Table 4-1 of the Airport CLUP.

These measures must reduce interior noise to the maximum allowable limits shown in Table 4.1 [Table 3.8-5], and, within the Airport Planning Area, to CNEL 45 dB for all uses which are conditionally permitted as indicated by Table 4-1 of the Airport CLUP. In such instances, the developer of a new building shall provide the City with proof from a professional acoustical consultant that exterior noise levels have been mitigated such that building occupants would not be subject to interior noise levels greater than those in Table 4.1, and, within the Airport Planning Area, in Table 4-1 of the CLUP. Except in the Airport Planning Area, if the City finds the Proposed Project to be in the public interest, the City may approve a project where the exterior noise level exceeds the conditionally acceptable level. Such approval shall be contingent upon a detailed analysis by a qualified acoustical engineer showing that specific measures included in the Proposed Project would reduce interior noise to the maximum interior levels shown in Table 4.1.

4.111: The construction of new or the improvement of existing arterials and collectors as identified in this plan shall require discretionary approval. A cumulative noise impact analysis shall be undertaken prior to approval of all new major roads or improvements of existing arterials and collectors which

CONFORMANCE WITH GOALS OF THE REUSE PLAN

Circulation Goal: Create and maintain a balanced transportation system, including pedestrian ways, bikeways, transit, and streets, to provide for the safe and efficient movement of people and goods to and throughout the former Fort Ord.

The University Villages Specific Plan encourages alternative modes of transportation through bicycle and pedestrian friendly street designs. The gridded nature of the block pattern disperses traffic so that this street pattern in conjunction with the pedestrian paseos creates the most seamless network of connectivity for autos, bicycles and pedestrians.

Recreation and Open Space Goal: Establish a unified open space system, which preserves and enhances the health of the natural environment while contributing to the revitalization of the former Fort Ord by providing a wide range of accessible recreational experiences for residents and visitors alike.

Development of University Villages will include adequate and suitable open space facilities and improvements for recreation and outdoor public gatherings & festivals, both formal and informal. Amongst these improvements will be the linear park feature paralleling 2nd Ave, the City's PBC parcels as previously discussed in this document, the Beach Boardwalk at the 8th St over-crossing, the Hilltop Park at 8th St and the Village Square/Village Promenade area, as well as numerous sub-neighborhood parks within the neighborhoods.

Conservation Goal: Promote the protection, maintenance and use of natural resources, with special emphasis on scarce resources and those that require special control and management.

The University Villages Specific Plan includes Sustainability and Green Building Guidelines in recognition that sustainable communities that also incorporate the principles of smart growth and green building technologies better serve the needs and desires of today's residents and the needs of future residents.

Noise Goal: To protect people who live, work, and recreate in and around the former Fort Ord from the harmful effects or exposure to excessive noise; to provide noise environments that enhance and are compatible with existing and planned uses; and to protect the economic base of the former Fort Ord by preventing encroachment of incompatible land uses within areas affected by existing or planned noise-producing uses.

University Villages adjoins four arterial highways and the Highway 1 Freeway. Noise factors generated by these traffic sources and any others that are applicable will be analyzed as one of the EIR Technical Studies. It is not intended that sound walls to intercept this noise will

Shea Homes signed contracts and disclosures provided at closing

of the Interior Bureau of Land Management Central Coast Field Office; Covenant Presbyterian Church at the northern terminus of 2nd Avenue; Marina High School, at the western terminus of Patton Parkway about 0.5 miles north of the Community; and, hundreds of former U.S. Army housing units, which are predominantly vacant and in disrepair, but some of which are currently occupied as residences or used as offices. The U.S. Army housing units are on sites designated for residential or commercial uses, some of which are described below.

According to the City of Marina and/or FORA, uses proposed for the area north of Imjin Parkway include, among others, an approximately 5-acre office park at the 2nd Avenue/Imjin Parkway intersection, a h/conference center north of the 2nd Avenue/Twelfth Street intersection, an expansion of the Marina Education Center, an approximately 712-unit senior housing complex at or near the 3rd Avenue/Twelfth Street intersection, an approximately 93-unit affordable apartment complex southeast of the Imjin Parkway/4th Avenue intersection, and a retail center southwest of the Imjin Parkway/California Avenue intersection. An approximately 1,050-unit, 248-acre single-family and multi-family residential development known as Sea Haven (formerly Marina Heights) is currently under construction at the Imjin Parkway/Abrams Drive intersection less than 1,000 feet northeast of the Community.

Properties to the East: Existing uses east of the Community and south of Imjin Parkway and generally north of 9th Street include, among others, the Marina Coast Water District maintenance facility and corporate yard on General Jim Moore Boulevard between 9th Street and 5th Avenue, an equestrian center (Marina Equestrian Center described below); a ready-mix concrete plant (Las Animas Concrete) on 9th Street east of 5th Avenue about 750 from the Community; and radio towers at the end of DX Drive, less than 500 feet from the Community. The radio towers are owned by the City of Marina and operated by the Monterey Bay Amateur Radio Association. Former military buildings, most of which are vacant, boarded up and/or dilapidated, are currently within the Marina Coast Water District corporate yard. While the Reuse Plan designates the Marina Coast Water District property for future mixed used development, Seller does not know when development will occur and the military buildings may remain on the site and the nuisances associated with the buildings may continue for the foreseeable future.

Properties to the South: Existing uses south of the Community include, among others, an approximately 7.8-acre park site (described below in the "Offsite Park" Section); Monterey Institute for Research Astronomy (MIRA), which consists of research offices, library, electronics and machine shops, student observatory, and other facilities; a contractor storage yard and tree service business adjacent to and east and south of MIRA; and, the approximately 1,300-acre California State University Monterey Bay (CSUMB) campus, whose northern boundary is across 8th Street from the Community. A student recreational field, east of 4th Avenue, and student housing, east of 5th Avenue are the nearest existing CSUMB facilities. Buyer is directed to the Section below entitled "College/University" for information about current and planned CSUMB facilities.

Properties to the West: Existing uses west of 3rd Avenue and south of Imjin Parkway include, among others, Shoreline Workforce Development Campus, a Goodwill Industries training and employment center northwest of the 3rd Avenue/10th Street intersection; Shoreline Conference Center and Chapel, a Goodwill Industries event facility on the west side of 3rd Avenue; Central Coast Baptist Church and Young Nak Presbyterian Church, both fronting on 10th Street across from the Community; SpringHill Suites, (described in the "Hotel/Resort" Section below); Montage Wellness Center, a fitness, wellness and rehabilitation center and urgent care facility operated by Community Hospital of the Monterey Peninsula, on 2nd Avenue at Imjin Parkway; The Dunes on Monterey Bay, a regional shopping center (described in the "Retail Development" Section below); a neighborhood park at the western terminus of Boardwalk Avenue, adjacent to and east of 2nd Avenue; University Village Apartments, an approximately 108-unit affordable apartment complex; Water City Sports and Roller Hockey, an indoor rink on 2nd Avenue at 8th Street, across from the Community; Cinemark Marina, a multi-screen movie

The Dunes marketing map does NOT show Las Animas Concrete !



**CSUMB OPPOSITION LETTER IN OCT 2024
TO GRANTING OF CONDITIONAL USE PERMIT
BY CITY OF MARINA**

TO: City of Marina Planning Commission

209 Cypress Avenue, Marina, CA 93933

SUBJECT: Opposition to the Approval of Proposed Nighttime Operations in Conditional Use Permit CU23-0002

Members of the Planning Commission,

California State University, Monterey Bay (CSUMB) opposes the proposed nighttime operations and truck traffic associated with the Las Animas concrete batch plant. The noise generated by truck traffic—braking, accelerating, and movement near the intersection of 8th Street and Imjin Road has not been adequately studied or mitigated by the proposed project.

The City of Marina's noise standards for nighttime are: **(10pm – 7am) – 45 dB hourly L_{eq} , 65 dBA L_{max}** , as determined at the property line of the receiving noise-sensitive land use. Measurements taken at Location #5, near Promontory Apartments, in the noise study included in the Initial Study/Mitigated Negative Declaration (IS/MND) dated 9/9/24, recorded levels of **46.6 dB hourly L_{eq}** , which would exceed the City's nighttime noise limits. Moreover, Figure 3 of the same study details that the measurement was taken within the Promontory parking lot, not at the property line and this omission raises questions about compliance with the City's noise standards. The proposed operations between 10:00pm and 7:00am violate the City's noise limits.

Nighttime and early morning trucking operations will disrupt the sleep and studying of our students, particularly during the academic semester. CSUMB urges the Planning Commission to deny this project in its current form due to the unacceptable effects on our student population. CSUMB welcomes the opportunity to work with the City to craft conditions of approval should this project move forward. Thank you for your consideration of this comment letter.

Julie Wyrick

Associate Vice President of Facilities Management

**Group Petition Letter to Marina Planning Commission in Sept 2024
against granting of Conditional Use Permit to Las Animas**

OPPOSITION AND OBJECTION
TO NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION
And TO THE INITIAL STUDY

Project: Las Animas Concrete Conditional Use Permit
Project Location: 499 Ninth Street, Marina, CA APN 031-201-016 and 031-251-014
Hearing: September 12, 2024 at 6:30 p.m.

To: City of Marina Planning Commission
Planning Division Office
211 Hillcrest Avenue
Marina, CA 93923

WE, THE RESIDENTIAL NEIGHBORS OF LAS ANIMAS CONCRETE, STRONGLY OPPOSE AND OBJECT TO THE CITY OF MARINA PLANNING DIVISION'S NOTICE OF INTENT TO ADOPT NEGATIVE DECLARATION, AND TO THE INITIAL STUDY; AND OPPOSE AND OBJECT TO ANY ISSUANCE OF A CONDITIONAL USE PERMIT UNDER THE TERMS REQUESTED BY APPLICANT LAS ANIMAS CONCRETE.

Not A True Renewal of CUP. The Draft Initial Study submitted as part of the Notice of Intent inaccurately characterizes Las Animas Concrete CUP application as a "renewal". As admitted in the Draft Initial Study, Las Animas Concrete has been unlawfully operating for the past **7 years without a Conditional Use Permit**. It states that Las Animas Concrete's last CUP was issued in 2012 and expired in 2017.

The entire neighborhood in Marina has significantly changed in the past 12 years since Las Animas Concrete was last issued a CUP. Hundreds of residential homes have been built in The Dunes adjacent to Las Animas Concrete, with hundreds of new residents including children. The Draft Initial Study fails to acknowledge that Las Animas Concrete uses **residential streets**, and especially California Avenue, for transportation of materials and products in and out of its facilities all day long.

Unreasonable Operations Hours. The Project proposes that Las Animas Concrete facility, and its 4 five-axle tractor-trailer trucks, and its 12 three-axle cement mixer trucks, be permitted to operate **six days per week, 11 hours per day (starting at 6:00 a.m.), plus 30 days overnight, for the next 4 years!** This is simply unreasonable and unacceptable given its vicinity to residential housing and recreational areas. No explanation is given as to specifically why it cannot operate during regular business hours on weekdays only.

The Notice of Intent states that Las Animas Concrete operations on Saturdays are "occasional". This is **false**. Rather, Las Animas Concrete operates (and specifically operates its commercial trucks on California Avenue) the majority of Saturdays.

Dangerous Use of Residential Street by Commercial Trucks. The Notice of Intent and the Draft Initial Study fail to substantively address the real safety concerns of using residential streets, particularly the 2600 block of California Avenue, for dozens and dozens of commercial truck trips, six days per week, 11 hours per day. [The Initial Study

also falsely states that Las Animas Concrete does truck trips down California Avenue to Imjin Parkway – the intersection of California and Imjin has been closed for years and is presently closed by the City of Marina.] This is a residential family neighborhood, and the constant travel of tractor-trailer trucks and cement truck poses a dangerous threat to our children and other family members. Further, students regularly travel on foot, bike, skateboard and scooter to and from CSU Monterey Bay (which is less than one-half mile away) on California Avenue each day -- which places them in harm's way. The Project is contrary to public safety.

Unacceptable Noise and Violation of Quiet Enjoyment of Residential Property.

The operation of three-axle cement trucks and five-axle tractor-trailer trucks by Las Animas Concrete along California Avenue in our residential neighborhood is **Noisy**. It is particularly disturbing of personal sleep, especially when it operates starting at 6:00 a.m. six days per week. This is also violation of residents' property rights of quiet enjoyment. The "noise study" submitted with the Draft Initial Study fails to address the noise from the substantial transportation aspects of the Las Animas Concrete business.

Pollution of Our Neighborhood. Every day that Las Animas Concrete operates, its trucks litter California Avenue with dust, sand, gravel, and rocks. Residents' vehicles parked (in front of their residential homes) on California Avenue are daily covered with dust and grit from the commercial trucks going in and out of Las Animas Concrete. This pollution is not addressed in the Draft Initial Study.

Please do **not** issue a Negative Declaration; Please reject the Draft Initial Study as false and incomplete; and Please deny any further Conditional Use Permit to Las Animas.

Name of Owner/Resident
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L. ADAM WEINER

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email contact
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L. Adam Weiner

MA

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Courtney Bartlett

Please do **not** issue a Negative Declaration; Please reject the Draft Initial Study as false and incomplete; and Please deny any further Conditional Use Permit to Las Animas.

Name of Owner/Resident Address email contact

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Marina, CA 93933

Gary Roche

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~~California Avenue~~
Marina, CA 93933

_____ California Avenue
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_____ California Avenue
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_____ California Avenue
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_____ California Avenue
Marina, CA 93933

MICHAEL KENNEY

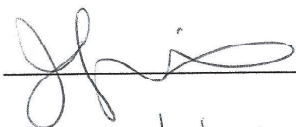
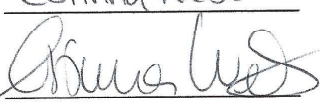
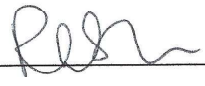
_____ California Avenue
Marina, CA 93933

Michael G Kenney

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Please do **not** issue a Negative Declaration; Please reject the Draft Initial Study as false and incomplete; and Please deny any further Conditional Use Permit to Las Animas.

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<u>Rebecca Shaw</u> 	<u>2604</u> Catwalk Court Marina, CA 93933	
<u></u>	<u></u> Catwalk Court Marina, CA 93933	

Please do **not** issue a Negative Declaration; Please reject the Draft Initial Study as false and incomplete; and Please deny any further Conditional Use Permit to Las Animas.

Name of Owner/Resident

Address

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[Signature]

_____ Ninth Street
Marina, CA 93933

_____ Ninth Street
Marina, CA 93933

Opposition Letter to Marina Planning Commission in Sept 2024

OPPOSITION AND OBJECTION TO ADOPTION OF A NEGATIVE DECLARATION And TO THE DRAFT INITIAL STUDY

Project: Las Animas Concrete Conditional Use Permit
Project Location: 499 Ninth Street, Marina, CA APN031-201-016 and 031-251-014
Hearing: September 12, 2024 at 6:30 p.m.

THE DRAFT INITIAL STUDY BY LAS ANIMAS CONCRETE IS INCOMPLETE, INACCURATE, AND CONTRARY TO THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CONDITIONAL USE PERMIT IS NOT A TRUE RENEWAL

The Notice of Intent to Issue Negative Declaration and the Initial Study state, and are based upon the assumption, that the Las Animas Concrete application for a Conditional Use Permit is simply a “renewal” or an “extension”. This is a false assumption. The Notice of Intent and the Initial Study admit that the last CUP issued to Las Animas Concrete was **12 years ago** in 2012, and that this prior CUP **expired seven years ago** in 2017. Thus, Las Animas Concrete has been flagrantly operating without a valid use permit for the past seven years. This is a new CUP request, and should be treated as such.

The Notice of Intent and the Initial Study gloss-over the many significant changes to the City of Marina and to the adjacent neighborhood over the past 12 years since Las Animas Concrete was issued its prior CUP. Hundreds of residential homes have now been built in the area, additional CSU Monterey Bay student housing has been built close by, and historic resources have been designated – all since Las Animas obtained its last CUP back in 2012.

SIGNIFICANT HISTORIC RESOURCES ARE COMPLETELY MISSING FROM THE INITIAL STUDY

CEQA, under Public Resources Code Sections 21084.1 and 5020.1 and 14 CCR §15064.5, mandates that historic resources be identified and considered as part of the Initial Study (or any Environmental Impact Report). Las Animas Concrete’s Initial Study dated August 2024 states on page 10 that there are no cultural resources potentially affected by this Project, and states on page 28 (under the topic Cultural Resources) that “the project site is not a historic site, nor is the project site adjacent to a historic site.” **This is false.**

As stated in the Initial Study at page 27, “significant cultural resources may be historic resources”. As acknowledged by the Initial Study at page 27, historic resources **must** be considered and discussed under CEQA requirements:

CEQA requires regulatory compliance for projects involving historic resources throughout the state. Under CEQA, public agencies must consider the effects of their actions on historic resources (PRC §21084.1). The CEQA Guidelines define a significant resource as any resource listed in or determined to be eligible for listing in the CRHR [see PRC §21084.1 and CEQA Guidelines §15064.5(a) and (b)].

The Marina Equestrian Center borders the Las Animas Concrete facility, and constitutes an adjacent historic resource. **Indeed, the Marina Equestrian Center has been on the National Register of Historic Places since 2014.**¹ It has been designated for public and recreational use by the City of Marina. The City of Marina has proclaimed that the Marina Equestrian Center is also a key gateway to the Fort Ord National Monument (another historic resource near Las Animas Concrete):

[T]he Marina Equestrian Center facility [is] located at Fifth Avenue [now California Avenue] and 9th Street, Marina, California 93933. The MEC Park, with over 16,000 square feet of building space was conveyed to the City in 1998, for public recreational use. The MEC Park's prime location affords it the ability to be the Gateway for the Monterey Peninsula and the Ford Ord National Monument. It offers convenient access to more than 86 miles of trails on the former Fort Ord, sits less than two miles from Downtown Marina, and is in close proximity to the Fort Ord Dunes State Park.

(City of Marina's Request for Proposals to Lease the Marina Equestrian Park and Provide Recreational Facilities and Programs to the Public, issued October 23, 2020, page 4.)

Accordingly, the Initial Study is clearly inadequate, false, and contrary to the requirements of CEQA. The Initial Study cannot validly be a basis for any Negative Declaration by the City of Marina on this Project.

THE INITIAL STUDY'S DATA ON NOISE AND TRAFFIC CAUSED BY LAS ANIMAS CONCRETE OPERATIONS IN THIS RESIDENTIAL NEIGHBORHOOD IS INADEQUATE, INCONSISTENT, AND FALSE

In assessing the traffic and noise caused by Las Animas Concrete in its business operations, the Initial Study fails to substantively recognize that a significant inherent part of its business is **transportation**. Las Animas Concrete's operations include transporting materials and concrete in and out of its facility based on 499 Ninth Street. The Initial Study states that access to and from the facility is via California Avenue and Imjin Parkway. The reality is that all of the many commercial trucks used by Las Animas

¹ This occurred after Las Animas Concrete was issued its last CUP in 2012, and after that prior CUP expired in 2017.

in its daily operations go to and from the facility on the 2600 block of California Avenue (a residential street). The intersection of California Avenue (formerly 5th Avenue) and Imjin Parkway has been closed to all through traffic for years and continues to be closed (with no date set to reopen).²

Similarly, as the Las Animas facility is at a dead end on Ninth Street, all of the many commercial trucks of Las Animas Concrete drive past and through the historic Marina Equestrian Center property. Indeed, the road between the horse pens and the horse-riding trails is Ninth Street.

The transportation trips and traffic data provided by Las Animas in the Initial Study are inadequate and inconsistent. The Initial Study asserts that all prior traffic and noise concerns were caused by MPE haul and water trucks, and that MPE has already vacated and is no longer on the Project premises, so there is allegedly no problem. This is incorrect – Las Animas Concrete trucks driving through residential streets is very much a continuing problem!

Traffic

First, the data for traffic in and out of Las Animas Concrete facilities, as stated in the Initial Study, including the analysis of Ambient Air Quality and Noise Consulting and analysis of Kimley Horn, is inconsistent.

According to the Ambient Report at page 4, “Las Animas has four (4) tractor-trailer trucks that take three (3) to four (4) trips per day and 12 mixer trucks that take about four (4) trips per day. The facility supports 14 employees and accommodates approximately 48 mixer truck trips per day . . .” If so, that would be 48 trips per day by the three (or four) axle concrete mixer trucks **plus** 12 to 16 trips per day by the five axle tractor-trailer trucks. This would be a total of 60 to 64 truck trips per day.

Yet, on that same page of the Ambient Report, it states: “Las Animas expects to have between 10-20 and 25-35 truck trips per day.” What does that mean? If it means a total of 55 vehicle trips per day, that is inconsistent with other trip figures given in the Initial Study – and is also contrary to the reality of its present use.

According to the Kimley Horn Report at page 3, the daily trips for Las Animas tractor-trailer trucks **and** mixer trucks is and would be 48 truck trips **total**. This total of 48 truck trips per day is also contained in the Initial Study at page 53.

² The Initial Study under “Transportation” on page 51 states: “About 900 feet to the west of the project site, 9th Street intersects with California Drive, which provides access to Imjin Parkway to the north and 8th Street to the south.” *This is misleading.* Although California Avenue (not Drive) has paved road to Imjin Parkway, that intersection is *closed* by the City of Marina; and there is presently no connection to 8th Street, which is not presently paved for or open for vehicle travel.

Second, the data is inaccurate as demonstrated by simple observation. The only alleged “traffic study” was conducted by Kimley Horn, **but it contains no specific data from any actual count or measurements by them – no dates, no times, no amounts.** Rather, Kimley Horn apparently just accepted flat figures proposed by Las Animas. Using that data, under the Ambient Report, there should be a maximum of 12 to 16 trips per day by Las Animas five-axle tractor-trailers during the course of its operations from 6:00 a.m. to 5:00 p.m. **That is false** – indeed the trips by Las Animas tractor-trailers up and down the 2600 block of California Avenue from its facility on Ninth Street is double to triple that amount per day.

For example, on Tuesday, September 3, 2024, during just a one hour period of its 11 hour day, there were 9 tractor-trailer truck trips by Las Animas.³ In just one hour on Thursday, August 29, 2024, there were 8 tractor-trailer truck trips by Las Animas.⁴ During 3-1/2 hours on Wednesday, August 28, 2024 (which would be one-third of a daily 11-hour operation by Las Animas) there were 15 tractor-trailer truck trips. During that same 3-1/2 hour time, there were a total of 30 truck trips (mixer and tractor-trailer) by Las Animas.⁵ That would extrapolate to 90 truck trips in one day – and at least 45 trips by tractor-trailers. This is well beyond the maximum of 12 to 16 trips per day for tractor-trailers, and beyond the maximum of 48 to 64 total truck trips per day. *That’s not even counting the additional passenger vehicle trips* which Las Animas estimates to be 30 per day.

Third, Las Animas Concrete facility and transportation operations are not entitled to a presumption of “less than significant” traffic under CEQA Guidelines. The initial Study and the Kimley Horn Report assert that this Project has a less-than-significant impact, because it asserts a daily total of passenger car trips and truck trips of 78. (See Kimley Horn report at page 3, and Initial Study at page 52.) It is claimed that: “A project is presumed to cause a less-than-significant VMT impact if the trip generation for the Project is less than 110 trips per day . . .”

Under CEQA, 14 CCR §15064.3, evaluation of a project’s transportation impact is by vehicle miles travelled. City of Marina VMT guidelines use vehicle trip generation – which is a one-way trip. But Las Animas Concrete seeks to compare apples to oranges. Section 15064.3 specifically provides for a presumption of less-than-significant traffic impact for **automobiles**, i.e., passenger vehicles. The 110-trip

³ Tuesday, 9/3/24 8:30 a.m. to 9:30 a.m., 1 mixer truck inbound, 3 mixer trucks outbound, 5 tractor-trailer trucks outbound, 4 tractor-trailer trucks inbound.

⁴ Thursday, 8/29/24 8:55 a.m. to 9:55 a.m., 4 mixer trucks inbound, 3 mixer trucks outbound, 4 tractor-trailer trucks outbound, 4 tractor-trailer trucks inbound.

⁵ Wednesday, 8/28/24 11:43 a.m. to 1:00 p.m. and 2:10 p.m. to 4:10 p.m., 4 mixer trucks outbound, 11 mixer trucks inbound, 8 tractor-trailer trucks outbound, 7 tractor-trailer trucks inbound.

threshold cited by the Initial Study is *not* properly applied to *heavy commercial truck traffic*. There is no right to a presumption under CEQA in this situation.

Even if the presumption applied, it is only a presumption – and thus can be rebutted by contrary evidence. Here, the trip counts represented in the Initial Study and its related consultant reports are inaccurate and understated – as set forth above. Indeed, simple observation of activities reflect that Las Animas may well be above the 110 trip threshold regardless. Accordingly, any presumption has been refuted, and therefore the Initial Study is inadequate under CEQA.

The Initial Study is inaccurate and inconsistent, and thus cannot be a valid basis for any Negative Declaration.

Noise

The Ambient Noise Study presented in the Initial Study is inadequate. The “Project” is narrowly defined and contrary to CEQA, as a key component of the Las Animas Concrete operation and business is **transportation**. The Noise Study only considers noise from the facility base, and takes no consideration of all the noise caused by heavy commercial trucks driving going up and down residential streets, six days a week.

Even the Ambient Report, at pages 4-5 thereof, acknowledges that disturbance of neighborhood residents, recreational areas, and historic resources must be considered – all of which exist near to Las Animas Concrete -- and that these are presumed to be “sensitive” noise areas:

Noise-sensitive land uses are generally considered to include those uses where noise exposure could result in health-related risks to individuals, as well as places where quiet is an essential element of their intended purpose. Residential dwellings are of primary concern because of the potential for increased and prolonged exposure of individuals to both interior and exterior noise levels. Additional land uses such as parks, historic sites, cemeteries, and recreational areas are also considered sensitive to increases in exterior noise levels.

The Ambient Report states that residential property to the west, i.e., The Dunes residential neighborhood, is approximately 950 feet from the facility. That’s less than 2-tenths of a mile (950/5280 feet). It acknowledges that the Marina Equestrian Center is right next door. It also states that buildings at CSU Monterey Bay (especially the 60 unit residential building at Promontory) are located as close as approximately 2 tenths of a mile (1175/5280 feet). These are all noise sensitive property uses.

Yet, the Ambient Noise Study was conducted in a single day, July 1, 2024, with *single 10-minute* readings at six locations. (Ambient Report at page 5). Only the noise

from the facility base itself was measured, and the noise from its heavy trucks while actually driving along the residential streets and the campus of CSUMB *were not separately* measured. It should also be noted that *all* of its noise measurements are above the levels allowed under the Marina noise ordinance for 10:00 p.m. to 7:00 a.m. Yet, Las Animas Concrete seeks to conduct operations starting at 6:00 a.m. six days per week, and wants to conduct 30 nights of operation per year. Las Animas' noise disclosures are inadequate under CEQA and contrary to the regulations of the City.

Further, although Las Animas Concrete is only allowed to (and claims to) operate until 5:00 p.m., it is known to breach that closing time. As a recent example, on Friday, August 30, 2024, a five-axle tractor-trailer truck drove out of Las Animas and down the 2600 residential block of California Avenue at 5:30 p.m., another one left at 5:39 p.m., and a mixer truck drove along 2600 block of California Avenue and into the facility at 6:22 p.m. This creates residential noise that is not subject to any permit.

The Initial Study also claims that Saturday operations are “occasional” only. (e.g., Ambient Report at page 4.) This is false. Common observation reflects that Las Animas Concrete operates on most Saturdays.

Inconsistent with Historic Resources

Further, 100% of all of these vehicle trips in and out of Las Animas Concrete must and do go on Ninth Street, right *through* the historic resource Marina Equestrian Center. The public (families) has/have the right to access and use of Marina Equestrian Center and its related recreational facilities. Driving huge commercial trucks through this historic property – 11 hours per day, six days per week -- is completely inconsistent with its recreational public use, and “materially alters in an adverse manner” this historic and public resource. Accordingly, a Negative Declaration is inappropriate under CEQA.

As the Initial Study is inadequate and inaccurate, and cannot validly be the basis of any Negative Declaration.

THE NOTICE OF INTENT AND THE INITIAL STUDY CONTAIN ZERO DETAILS OF THE DISMANTLING OF THE OPERATIONS

The Notice of Intent and the Initial Study state that the Conditional Use Permit would be for three more years of operation of Las Animas Concrete plus an additional fourth year for “decommissioning” the Project site. Absolutely no details are provided regarding this fourth year – and thus seems to be a vaguely defined fourth year of operation. When will the “decommission” start and end? Why will it take one full year? What are the traffic, noise, pollution control, habitat restoration, etc. etc. from this alleged one year of work to dismantle the concrete facility?

There is also no mitigation or other obligation stated in the Notice of Intent or the Initial Study for repairs or replacement of the *residential streets* of the Dunes

neighborhood caused by the constant stream of heavy commercial trucks operated by Las Animas Concrete. Las Animas is not entitled to put commercial loads on streets built for residential traffic, and then walk away from the inherent property damage.

This requested decommission/dismantle plan is required to be disclosed and analyzed as part of the Initial Study; and thus issuance of a Negative Declaration and approval of a CUP for a “fourth” year is unsupported with any facts and would be contrary to CEQA.

For all these reasons, a Negative Declaration should not be issued, and the Draft Initial Study of August 2024 should be rejected as inadequate under CEQA. Further, any Conditional Use Permit application by Las Animas Concrete to operate three to four more years, six days per week, 11 hours per day, plus 30 nights per year, be DENIED.

MARIE WEINER
2609 California Avenue
Marina, CA 93933
mweiner@astound.net

September 6, 2024

City of Marina's noise study which DID NOT STUDY the effects of the noise of trucks !



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5

purpose. Residential dwellings are of primary concern because of the potential for increased and prolonged exposure of individuals to both interior and exterior noise levels. Additional land uses such as parks, historic sites, cemeteries, and recreation areas are also considered sensitive to increases in exterior noise levels. Schools, churches, hotels, libraries, and other places where low interior noise levels are essential are also considered noise-sensitive land uses.

The nearest residential land uses are located approximately 485 feet east of the project site, across Imjin Parkway. Residential land uses are also located approximately 950 feet west of the project site along California Drive. The Marina Equestrian Center is located adjacent to and west of the project site. In addition, the California State University Monterey Bay's Promontory is located approximately 1,175 feet south of the project site. Nearby land uses are depicted in Figure 3.

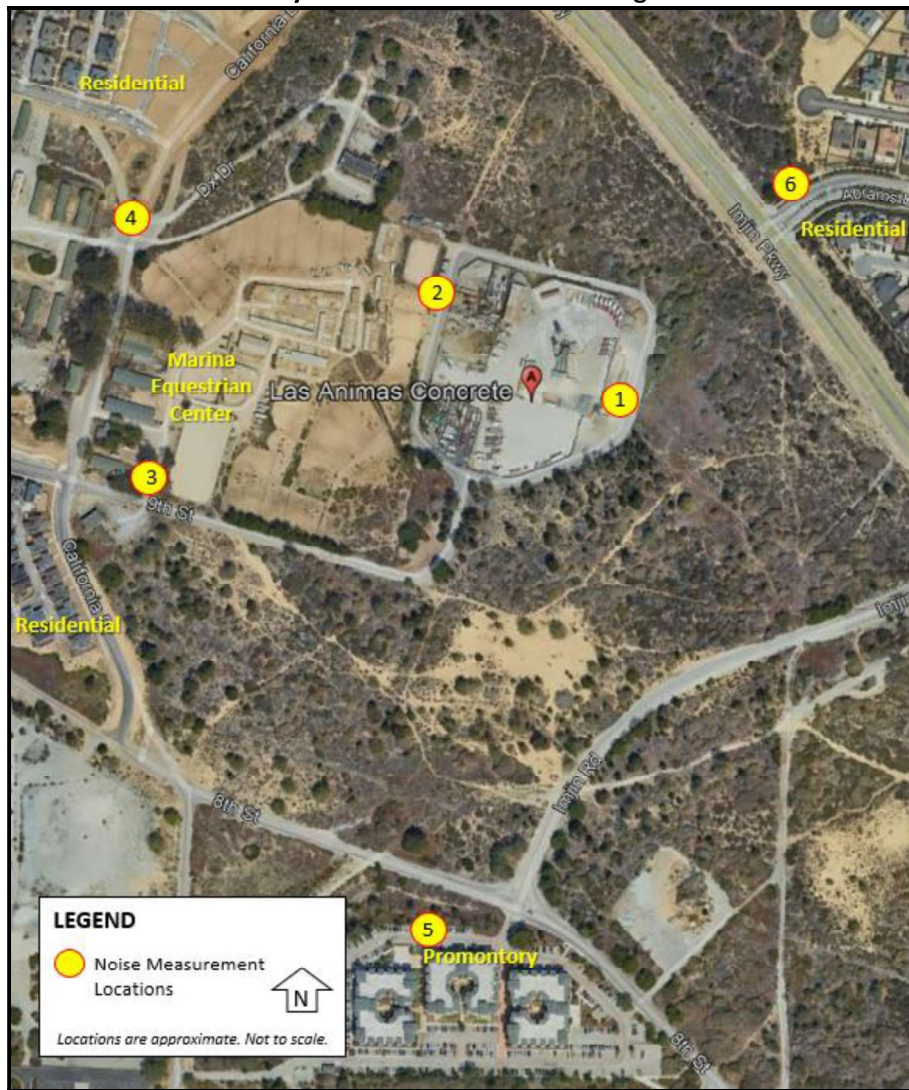
Ambient Noise Environment

To document existing ambient noise levels in the project area, short-term ambient noise measurements were conducted on July 1, 2024. Noise measurements were conducted using a SoftdB, Type II integrating sound-level meter. The meter was calibrated before use and is certified to comply with ANSI specifications. Measured ambient daytime noise levels are summarized in Table 1.

Table 1. Summary of Measured Noise Levels

Location ¹	Monitoring Period	Primary Noise Sources	Noise Level (dBA)	
			Leq	Lmax
1 – Las Animas Concrete Plant. Onsite approximately 125-175' from plant operations.	09:35-09:45	Plant Operations. ²	64.3	72.3
2 – Las Animas Concrete Plant. Onsite approximately 365-400' from plant operations.	09:50-10:00	Plant Operations. ²	54.4	63.7
3 – 9 th Street. Near Marina Equestrian Center.	10:05-10:15	Traffic on 9 th St./California Dr. Plant operations (buzzer) intermittently detectable in distance.	47.2	57.9
4 – California Drive near Dx Drive.	10:20-10:30	Traffic on California Dr./area roadways. Plant operations largely undetectable.	47.0	56.8
5 – CSUMB Promontory.	10:38-10:48	Traffic on 8 th St./area roadways. Plant operations undetectable.	46.6	56.3
6 – Abrams Drive near Imjin Parkway.	10:55-11:05	Traffic on Imjin Parkway. Plant operations undetectable.	56.3	65.4
Ambient noise measurements were conducted on July 1, 2024, using a SoftdB, Type II integrating sound level meter.				
1. Refer to Figure 3 for noise-measurement locations.				
2. Included stationary equipment (e.g., conveyors, mixer, buzzer), haul trucks, and off-road equipment (e.g., front-end loader)				

Figure 3
Nearby Land Uses & Noise Monitoring Locations



Based on the measurements conducted, onsite plant operational noise levels measured approximately 54–64 dBA L_{eq} . Maximum instantaneous noise levels measured approximately 64–72 dBA L_{max} . Ambient noise levels in the vicinity of nearby land uses measured approximately 47–56 dBA L_{eq} . Ambient noise levels at nearby land uses were influenced primarily by vehicle traffic on area roadways. Plant operations during the measurement periods were largely undetectable at nearby land uses.

NoToLA2025 Concerned Citizens Group

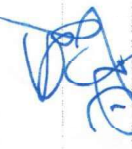
Petition to Deny The Las Animas Concrete Lease

The City of Marina will soon vote (as early as January) to grant Las Animas Concrete company a new 4-year lease agreement that allows cement trucks and tractor-trailer trucks to travel on California Avenue, 9th Street, 8th Street on:

- Weekdays: 6AM to 5PM
- Saturdays: 7AM to 5PM
- Nights: 30 nights each year on Weekdays 10PM to 6AM & Saturdays 7PM to 7AM

NoToLA2025 is a Concerned Citizens Group petitioning the City to deny this lease because it violates many laws, including the noise regulations in the Marina Municipal Code and Marina General Plan, which leaves the City open to liability exposures. It also threatens the safety, health and well-being of Marina residents as the massive industrial trucks barrel down residential streets where children, pets, CSUMB students and Dunes residents live.

Please join us to seek a denial of this 4-year lease to Las Animas Concrete based on the safety, health and legal exposures created by Las Animas truck traffic on California Avenue, 8th Street, and 9th Street.

Name	Address	Email	Signature
Howard Scherr CITE ZNIGA	4481 Alexis Ct. 2719 BUNGARON DR	howardscherr@hotmail.com CITE.ZNIGA@GMAIL.COM	
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Robbi Dotson	2810 Telegraph Blvd	getradyje@gmail.com	
Patrick Manyak	2796 Telegraph Blvd	patrickemanyak@gmail.com	
Ann Margaret Manyak	2796 Telegraph Blvd	centennialmam@yahoo.com	
Annette Clark	2757 Sea Glass Ave	annetteMarieClark@outlook.com	
Dana Clark	2757 Sea Glass Ave	danaclark4@gmail.com	

NoToLA2025 Concerned Citizens Group

Petition to Deny The Las Animas Concrete Lease

The City of Marina will soon vote (as early as January) to grant Las Animas Concrete company a new 4-year lease agreement that allows cement trucks and tractor-trailer trucks to travel on California Avenue, 9th Street, 8th Street on:

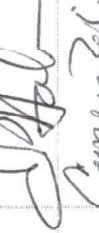
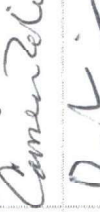
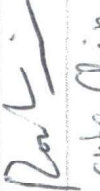
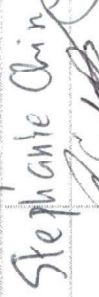
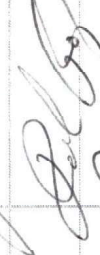
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Please join us to seek a denial of this 4-year lease to Las Animas Concrete based on the safety, health and legal exposures created by Las Animas truck traffic on California Avenue, 8th Street, and 9th Street.

Name	Address	Email	Signature
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Chy-Anh Tran	240 Bungaloro Ct	lucaatt99@gmail.com	
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	Bree Lubowe 284 9th St.	Bree Lubowe@gmail.com	

Petition to Deny Las Animas Concrete New Lease

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Audie Jackson	261 Beacon Dr	jackpaul101@outlook.org	
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Scott Paul	2610 CATWALK CT		
Rebushano	2604 Catwalk Court Marina	rshana@gmail.com	
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Rodel Castillo	2808 Telegraph Blvd Marina	rxrocastillo@gmail.com	
Karl Rogers	290 BEACON DRIVE MARINA CA	rogers1571@sbcglobal.net	
Felicia Rogers	290 BEACON DRIVE MARINA CA	flee1511@sbcglobal.net	
Lindsey Spalletta	2607 California Ave	lindseyspalletta@gmail.com	
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Petition to Deny Las Animas Concrete New Lease

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Korinne Shackelford	2804 Telegraph Blvd	1,	Korinne Shackelford
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Robert Richmond	606 Bluffs Dr.	rrichmondjr@gmail.com	Robert Richmond
Patricia McCown	2805 Telegraph Blvd	hsmccown@sbcglobal.net	Patricia McCown
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Ali Garcia	100 Campus Center, Seaside, CA 95933	aligarcia1@csunb.edu	Ali Garcia
Bernadette Ortiz	Seaside, CA 95933	bortiz@csunb.edu	Bernadette Ortiz
Barbara Aguila	2723 Telegraph Blvd		Barbara Aguila
Svetlana Stanaford	2721 Parkview way	svetlana.stanaford@gmail.com	Svetlana Stanaford

Petition to Deny Las Animas Concrete New Lease

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X. Desollar	2615 CALIF AVE	linla88988@gmail.com	X. Desollar
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Anthony Crawford	2608 California Avenue	anthonycrawfordtx@gmail.com	Anthony Crawford
Amy Furrer	2100 Moonshell Ln.	furrerfamily@gmail.com	Amy Furrer
Jeongsun Kim	2004 Canvas Way	jeongsun9950@gmail.com	Jeongsun Kim
JEN ERICKSON	2766 Telegraph Bld	jenck62@ucla.edu	JEN ERICKSON
Thapanee Panitchpakdi	278 Skyview Dr.	pakpanitchpakdi@hotmail.com	Thapanee Panitchpakdi
	Malaki Childers	malakichilders19@gmail.com	Malaki Childers

Petition to Deny Las Animas Concrete New Lease

[illegible]

Petition to Deny Las Animas Concrete New Lease

Name

Frankie Lou

Maggie Cheng

Address

215 9th St, Marina, CA

215 9th St, Marina, CA

Email

frankieharrison8@gmail.com

"

Signature



NoToLA2025 Group Objection To Lease Between City & Las Animas Concrete

February 15, 2025

From: NoToLA2025 Concerned Citizens Group **NoToLA2025@gmail.com**
To: City of Marina, 5 City Council members, City Manager, City Counsel
Subject : Las Animas Concrete / California Ave / 8th St / 9th St

Background Information

- We represent a local community group, named **NoToLA2025**, with 76 petitioners and growing. Our petition is attached as **[REF #13]**.
- We **object** to the City of Marina entering into a new lease with the concrete company Las Animas to operate at 499 Ninth St.
- Granting a lease would officially sanction the following:
 - **Disregard the well-being of Marina residents.**
 - **Destroy their lives at home.**
 - **Risk the lives of people and children.**
- How can the City sanction this when supposed to **protect residents**, as given in the Marina Vision & Mission Statement:
 - *“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”*
 - *“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”*
[REF #20]
- **The present City Council may not be responsible for past events regarding Las Animas Concrete, but have the power to own the City’s doings, and do what is right by Marina residents.**
- **We beseech you to take time to read and understand all the reasons why Marina residents are so opposed to Las Animas operations and why a new lease with Las Animas should be denied.**

Why We Oppose the New Lease

- **Massive, Noisy and Dangerous trucks** from Las Animas travel in front of homes and the CSUMB Promontory student hostel on California Ave and 8th/ St. These trucks include those from raw materials suppliers and are **30 to 60' feet long and weigh 60,000 pounds** (possibly more). We have videos of some of these trucks here in the Google drive below. **[REF #15, [Videos](#)]**
- This clearly threatens the safety, health and well-being of Marina residents.
- For the last five months since September 2024, so many residents have written countless letters, official complaints and petitions to the Planning Commission and City Council. This includes several from Marie Weiner **[REF #8, [Link](#)]**, who is a former Superior Court judge and a CEQA expert. She clearly explained the inadequacy of the CEQA IS/ND given by City staff for the Las Animas CUP. **[REF #7, 9, 10, 11, 12, 13, 16]**
- We sincerely hope the local community's voices will not be disregarded by the City of Marina, in favor of a concrete company from Santa Cruz.
- Approved hours are outrageous: **starting at 6AM, 11 hours a day, Saturdays and public holidays included:**
 - 11 hours from **6AM** (out of line with Marina's business hours in Marina Municipal Code which start at 7AM)
 - 10 hours from 7AM **SATURDAYS**
 - **30 NIGHTS:** 10PM to 6AM weekdays & 7PM to 7AM Saturdays
 - **PUBLIC HOLIDAYS INCLUDED** (On Veterans Day and Martin Luther King Day, trucks were zipping up and down the whole day!)
 - **THERE IS NO RESPITE EXCEPT ON SUNDAY.**
- [REF #5]**
- There are **"Significant road design problems"** with California Ave, which is too narrow, and hence bigger issues which City has to deal with, says the Planning Commission Chairman during the PC meeting on the Las Animas CUP, Oct 24, 2024 **[REF #6, [Video](#) timestamp 1:55:40]**.
- Cyclists and students regularly bike to CSUMB and Ford Ord on narrow streets alongside massive trucks, including approved hours for the dark: **no sidewalks on more than half of California Ave, and none at all on 8th St. No bike path on both streets. No street light on more than half of California Ave and none at all on 8th St.** We have taken photos of these places and are provided here: **[REF #14, [Photos](#)]**
- Residents and their pets, and students walk regularly on these streets, and their safety is at risk.
- The Marina Equestrian Center is both next to (on 9th St) and in front of (on California Ave) of the truck route. Visitors and children visit the center daily, and especially busy on Saturdays, and their safety is also of utmost concern.
- California Ave is daily now an industrial zone and not the City of Marina's exemplary planned residential neighborhood of The Dunes.
- **Up to 10 trucks per hour (one truck every 6 minutes): this frequency is simply outrageous and unacceptable where people live and sleep there.** A count made by a resident had 80 to 90 trucks pass a day during off-peak autumn/winter. But this number will rise to the construction sector's peak traffic in summer which could be 110 trucks a day. This

works out to 10 trucks every hour (110 trucks/10 hours).

[REF #10]

- The disturbance from the trucks is so great that vibrations are felt inside the house. We have difficulty working, and do not enjoy pastimes at home, such as reading a book or playing a musical instrument. It is not compatible with living in a quiet planned neighborhood.
- The noise from the trucks is so loud that they can be heard even at the back of the house, not to mention where it is the loudest at bedrooms facing the street, making sleep impossible.
- Several residents have lodged official complaints to the City regarding the breaking of traffic laws by the trucks of Las Animas and trucks of its suppliers, including speeding, not stopping at STOP signs, driving across the center line and even driving in the middle of both lanes. The new CUP **[REF #5]** called for the City to monitor the operation for compliance and violations. So far residents have witnessed no such monitoring nor enforcement from the City or the Police. We have videos of some of these violations in the Google drive below.
[REF #15, [Videos](#)]
- **Most significantly, the trucks are so loud that they exceed the noise limits allowed under Marina's laws.**
[REF #7, 16, 17, 18, 19]

New Information from our Investigations

1. Significance of Noise Hazards on Health

Studies have shown that chronic exposure to noise is not just an annoyance, but is **detrimental to your long term health**. This is why noise protection exist in the places where we live and work. Such protection are explicitly written in the Marina Municipal Code, in the Marina GP, and in the Dunes SP.

[REF #17, 18, 19]

To quote a **Harvard University** article on **Noise and Health**:

"The European Environmental Agency reports that noise ranks second only to air pollution as the environmental exposure most harmful to public health."

"Ahmed Tawakol, an HMS associate professor of medicine at Massachusetts General Hospital, and Michael Osborne, an HMS instructor in medicine at Mass General, have used advanced PET scanning to show that transportation noise is associated with heightened activity of the amygdala relative to regulatory cortical regions. Amygdala activity can trigger stress pathways, including inflammation, that can lead to cardiovascular and metabolic diseases."

[REF #21, [Link](#)]

An article from **[brainfacts.org](#)** on **Noise Pollution**:

"Researchers suspect that noise aggravates these health conditions by inducing higher levels of stress, says Thomas Münzel, a cardiologist at the Johannes Gutenberg University in Mainz, Germany. "When you experience noise in the middle of the night, you have an awakening reaction," Münzel says. "You can close your eyes but you cannot close your ears.""

“But chronic exposure to noise keeps this stress response activated continuously. Eventually, it starts to wear the body down, causing mental and physical health problems.”

[REF #22, [Link](#)]

An article and podcast from [NPR.org](#) on **Chronic Noise Exposure**:

“A growing body of research says that chronic noise exposure is putting nearly a third of Americans at heightened risk of hypertension, stroke, and heart attacks.”

[REF #23, [Link](#)]

2. CSUMB opposes Las Animas operations and criticizes its trucks’ violations of Marina’s noise laws

An opposition letter was submitted by CSUMB to the Planning Commission on the same day that the Conditional Use Permit was passed on October 24, 2024.

[REF # 7]

Quotes:

“CSUMB opposes the proposed night operations and truck traffic associated with the Las Animas concrete batch plant”

“The noise generated by truck traffic has not been adequately studied or mitigated by the proposed project.”

*“operations between 10:00pm and 7:00am **violate the City’s noise limits.**”*

“unacceptable effects on our student population”.

City’s noise measurements were **NOT** taken at property line but were further inside the property and this omission raises questions about compliance with the City’s noise standards.” Marina General Plan noise limits are to be measured at property line of noise-receiving party.

[REF #18]

During the Planning Commission meeting on the Conditional Use Permit on October 24, 2024, this letter was submitted to the Planning Commission, but its contents were never discussed further and put aside very quickly.

[REF #6, [Video](#) timestamp 1:34:30]

3. Official plans for Las Animas to depart in 2017 to prevent violation of Dunes Specific Plan as Dunes homes came up

- The Dunes Specific Plan (formerly called University Villages SP) — which is enshrined in the Marina General Plan — was passed 20 years ago on May 31, 2005.
- The Dunes SP remains in force today and needs to be respected as the whole point of an SP and GP is to set development rules and regulations for all other developments which are to come up, ie after May 2005.

- California Ave and the homes along California Ave are part of the Dunes development and SP.
- Las Animas Concrete entered Marina on August 9, 2005 **AFTER** The Dunes SP.
- **Hence, Las Animas needs to conform to the Dunes SP.**

The City of Marina was acutely aware that Las Animas needed to meet the requirements of the Dunes SP. Hence, at every step of the way from 2005 to 2012, the City had planned carefully and meticulously for Las Animas to depart when Dunes homes were built.

When a CUP was granted to Las Animas in 2012, the surrounding area was an abandoned empty military base. Now, the surrounding landscape is completely transformed with 590 homes built in The Dunes and the large CSUMB Promontory student housing.

In 2012 when the City entered into Lease Amendment #2 with Las Animas (signed by then and current Mayor Bruce Delgado), it stated emphatically:

“The term of this Agreement shall be for eleven (11) years, commencing on February 4, 2006 and terminating on February 4, 2017. Tenant shall have no option to extend the term of the Lease.”

[REF #3]

Also in the same lease document, it clearly states that the lease also requires a CUP:

“WHEREAS, operation of a concrete batch plant within the City's Business Park Zoning District, the zoning district in which the project is located, requires approval of a Conditional Use Permit (CUP).

[REF #3]

Both the lease and the CUP expired in 2017, and Las Animas operated illegally between 2017 and 2025.

The City became aware of this in 2023, quote from Resolution No. 2024-20:

“WHEREAS, in 2023, Las Animas met with the City to renew their lease. In reviewing the permit history for this site, staff discovered that the Use Permit was expired and informed Las Animas that a new Use Permit would be required to continue operating at this location.”

[REF #5]

Between 2023 and present, the City should have evicted Las Animas as it had been operating without both a lease and CUP at the same time.

Also the lease clearly states that there will be no extensions from 2017 onwards.

4. Lack of Long-Term Planning

- The whole point of long-term planning (such as the new Marina General Plan) is to make well-considered plans and carry out the plans so the City of Marina grows in an orderly manner and benefit its residents.

- **The City needs to carry out a well-thoughtout plan:**
 - **It knew that the Dunes will continue to expand from 2015 (when the first homes were released), and that Las Animas would need to vacate by 2017.**
 - **Between 2017 and 2022 (when Dunes Phase 2 homes would be released adjacent to California Ave) it had ample time to carry out a well-thoughtout plan.**
 - **Find replacement tenant that is compatible with the neighboring community, or**
 - **Prevent Las Animas trucks from using California Ave and 8th St, by building a dedicated access road to Imjin Pkwy or Imjin Road.**

The City needs to fix any negligence and mistakes from the past, and not throw the ball to its residents to carry.

It is completely unacceptable to have these dangerous and noisy trucks run past homes, along California Ave, which now looks and feels like a road in an industrial area, when it is supposed to be a planned residential community, which was actually well-planned for in the Dunes SP and past City Council plans to have Las Animas leave the plot on February 4, 2017 (eight years ago).

From the Original Lease, 2006, Clause (4):

“Use of Mixer Trucks. Generally, an average of six (6) concrete mixer trucks will be dispatched from the Premises, with fluctuations in the number of daily trips by the mixer trucks due to the seasonal nature of the construction activities being served. Mixer trucks shall use only those routes to and from the Batch Plant as have been designated by the City and make all reasonable effort to avoid any impact on the operation of the Marina Equestrian Center by not using the narrow streets around the Equestrian Center.”

[REF #1]

Las Animas is currently driving trucks on the narrow streets adjacent to the Marina Equestrian Center and to the home of the Dunes.

5. Disconcerting Actions by the City of Marina and Las Animas Concrete

Although the Marina Planning Commission approved a new CUP for Las Animas on October 24, 2024 (previous one had expired on 2017), this was done reluctantly and under pressure from City staff, hence it wrote in Resolution No. 2024-20:

“The Commission expressed concern that both the applicant and City have allowed the operation to occur after expiration of the last permit and in violation of certain aspects of the Marina Municipal Code (MMC).

The Commission requests that the approved uses be monitored by the City and required to remain in compliance with the MMC and conditions of approval.”

[REF #5]

During the meeting [REF #6, [Video](#)]:

- It expressed concern the both LA and City allowed the lease to lapse and breach code for so long.

[Video timestamp 0:49:30]

- It expressed concern about the length of the new CUP and lease of 3+1 years, and that a 1-year term would be better, with a review of compliance with MMC annually.

[Video timestamp 1:21:00 and 1:48:20]

- It exhorted the City to keep tabs on LA, and that it will comply with MMC.

[Video timestamp 1:47:00 and 2:09:50]

In 2017, both the lease and CUP of Las Animas had expired. However, Las Animas continued to operate, violating the law, as its facility sits on land that is not zoned for concrete operation. In order for a concrete company to operate there, it needs to have both a CUP and a lease.

- Las Animas has been renting on a month-to-month basis since February 4, 2017. This is **NOT** a lease as a lease requires specific conditions including a lease tenure stated.
- The City did not realize Las Animas was operating without a CUP until end-2023.
- Instead of immediately stopping Las Animas operations and evicting Las Animas the City permitted the concrete company to continue operating.
- Instead of enforcing the requirements in the Dunes SP and evicting Las Animas as per the lease termination date in Lease Amendment No. 2, the City instructed the company to apply for a new CUP.
- However, the City continued to allow Las Animas to **operate to this day without both a new lease and a CUP.**

In February 2011, the original CUP of Las Animas had also expired, and was not renewed until April 2012 in Resolution No. 2012-03.

- Hence, Las Animas was also operating illegally from Feb 2011 to April 2012.

[REF #4]

Signed by

NoToLA2025 Concerned Citizens Group against a new lease for Las Animas Concrete, with a petition of 76 signatures.

----- Forwarded message -----

From: **Min Chan** <ca@slatini.com>

Date: Wed, Feb 19, 2025 at 11:03 AM

Subject: City Council meeting submission on Las Animas closed session

To: Marina <marina@cityofmarina.org>, <bdelgado62@gmail.com>, Liesbeth Visscher <councilmember_visscher@cityofmarina.org>, Brian McCarthy <bmccarthy@cityofmarina.org>, <kybiala@icloud.com>, <jmcadams@cityofmarina.org>, <llong@cityofmarina.org>

Desr Council members,

I am writing to provide more information on Las Animas truck traffic as you go into closed session, on Feb 19, 2025, on the lease for Las Animas lease.

I reference the document “Marina_2817 Cali Dr Noise Memo 020325.pdf” which is the report on the Noise study done at the property line of my house at 2817 California Ave. It was done by Ambient over a 48-hour period from the morning of Jan 20-22, 2025. It contains a complete 24-hour noise measurement of Jan 21, 2025, which is the day after MLK day.

Keep in mind this is traffic noise measurement was done in winter, when Las Animas truck traffic is not at its peak. The peak traffic is in the summer.

The results show that the daytime noise measurement was Ldn = 64.4 dBA. This above the Marina daytime Ldn limit of 60 dBA in a residential zone.

The results show that the nighttime noise measurement predicted would be Ldn = 68.9 dBA, if Las Animas was allowed to operate at night. This above the Marina night time Ldn limit of 45 dBA in a residential zone. This number is particularly disturbing, as it shows nighttime noise would be 23.8 dB ABOVE the limit. This is massive, and proves that night time operation should not have been freely given to Las Animas without a proper noise study. The CUP was voted on by the Planning Commission on Oct 24, 2024, and approved without due consideration of the objections made by CSUMB and other residents at that time.

Also Table 1 and Figure 2 in the report shows that the maximum instantaneous noise (Lmax) was consistently above 70 dBA, with many of them above 80 dBA as well. You can see this in the light green measurement line in the Figure 2. This above the Marina maximum limit Lmax of 70 dBA in a residential zone.

There is no longer any hearsay or subjective opinion about the noise at the property line of a residential home on California Ave. This report shows that the actual measured noise is above the limit, by all metrics: Daytime average, Nighttime average, and the instantaneous maximum limit.

Sincerely
Min Chan

(The definitions of Ldn and Lmax are also given in the report in Table 1 of the Attachment 1).

--

Mayor Bruce Delgado
cell: (831) 277-7690
email: bdelgado62@gmail.com



TRAFFIC NOISE TECHNICAL MEMORANDUM

Date: February 3, 2025

To: City of Marina

From: Kurt Legleiter, Principal

Subject: Noise Measurement Report – 2817 California Drive

INTRODUCTION

The purpose of this memorandum is to evaluate traffic noise levels at the residential dwelling located at 2817 California Drive in Marina, CA. This report includes an evaluation of traffic noise levels with and without operation of the Las Animas Concrete facility. To assist with interpretation of this report, a summary of acoustic fundamentals and terminology is included in Attachment 1. Noise measurement data and modeling assumptions/results are included in Attachment 2.

SUMMARY OF FINDINGS

Based on the analysis conducted, ambient exterior traffic noise levels (excluding truck traffic associated with current road construction occurring along Imjin Parkway and Las Animas Concrete facility, as well as, employee commute trips associated with Las Animas Concrete) was estimated to be 63.2 dBA $L_{dn}/CNEL$ at the property line of the residential land use. Depending on the hours of operation for the Las Animas Concrete facility, predicted increases in ambient traffic noise levels at the property line of the residential land use would range from approximately 1.2 to 5.7 dBA $L_{dn}/CNEL$.

With daytime operation of the Las Animas Concrete facility, predicted exterior traffic noise levels at the residential property line would be 64.4 dBA $L_{dn}/CNEL$. With windows closed, predicted interior average-daily noise levels associated with daytime operations would range from approximately 37.1 to 42.1 dBA $L_{dn}/CNEL$, depending on the noise insulation characteristics of the structure.

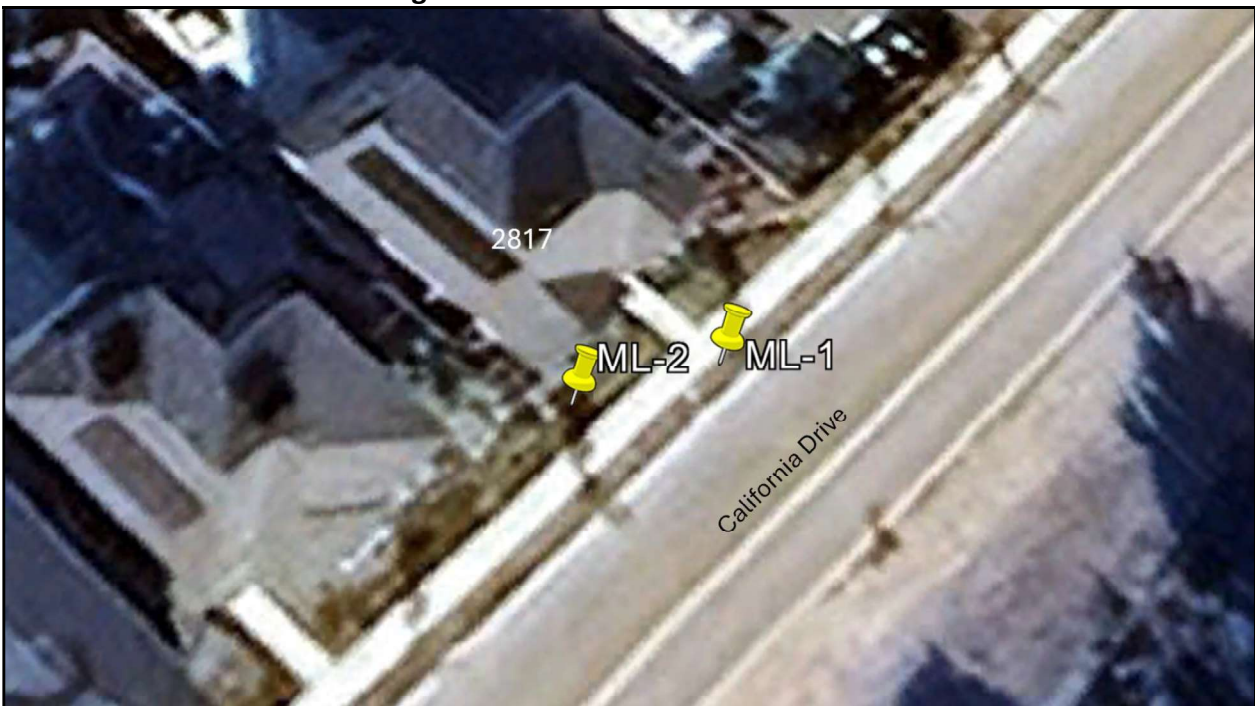
With nighttime operation of the Las Animas Concrete facility predicted exterior traffic noise levels at the residential property line would be 68.9 dBA $L_{dn}/CNEL$. Predicted interior noise levels with nighttime operation of the Las Animas Concrete facility would range from approximately 41.6 to 46.6 dBA $L_{dn}/CNEL$, depending on the noise insulation characteristics of the structure.

NOISE MEASUREMENT SURVEYS

Ambient Noise Environment

To document existing ambient noise levels, short-term ambient noise measurements were conducted on January 20th through January 22nd, 2025. Noise measurements were conducted using a SoftdB, Type II integrating sound-level meter. The meter was calibrated before use and is certified to comply with ANSI specifications. Two long-term (e.g., 48-hour) measurements were conducted. Measurement Location 1 (ML-1) was located near the property line of the project site, approximately 19.5 feet from the centerline of California Drive. Measurement Location 2 (ML-2) was located approximately 39.7 feet from the road centerline. Based on the measurements conducted, the average-daily noise levels were 64.6 dBA $L_{dn}/CNEL$ at ML-1 and approximately 62.1 dBA $L_{dn}/CNEL$ at ML-2. The average-daily noise levels were calculated based on 24-hour data for January 21, 2025. Ambient noise levels were influenced primarily by vehicle traffic on California Drive. Measurement locations are depicted in Figure 1. Measured noise levels are summarized in Table 1. Noise measurement data for ML-1 and ML-2 are summarized in Figures 2 and 3, respectively.

Figure 1. Noise Measurement Locations



Locations are approximate. Not to scale.



Table 1. Summary of Measured Noise Levels

Location ¹	Primary Noise Sources	Noise Level (dBA) ²		
		L _{eq}	L _{max}	L _{dn} /CNEL
ML-1	Vehicle Traffic	41-73	54-106	64.6
ML-2	Vehicle Traffic	42-70	57-99	62.1

Ambient noise measurements were conducted on January 20-22, 2025, using a SoftdB, Type II integrating sound level meter.

- Refer to Figure 1 for noise-measurement locations.*
- Highest average-hourly and instantaneous noise levels were associated with the passby of an emergency vehicle with siren sounding.*

Figure 2: Noise Measurement Data – ML-1

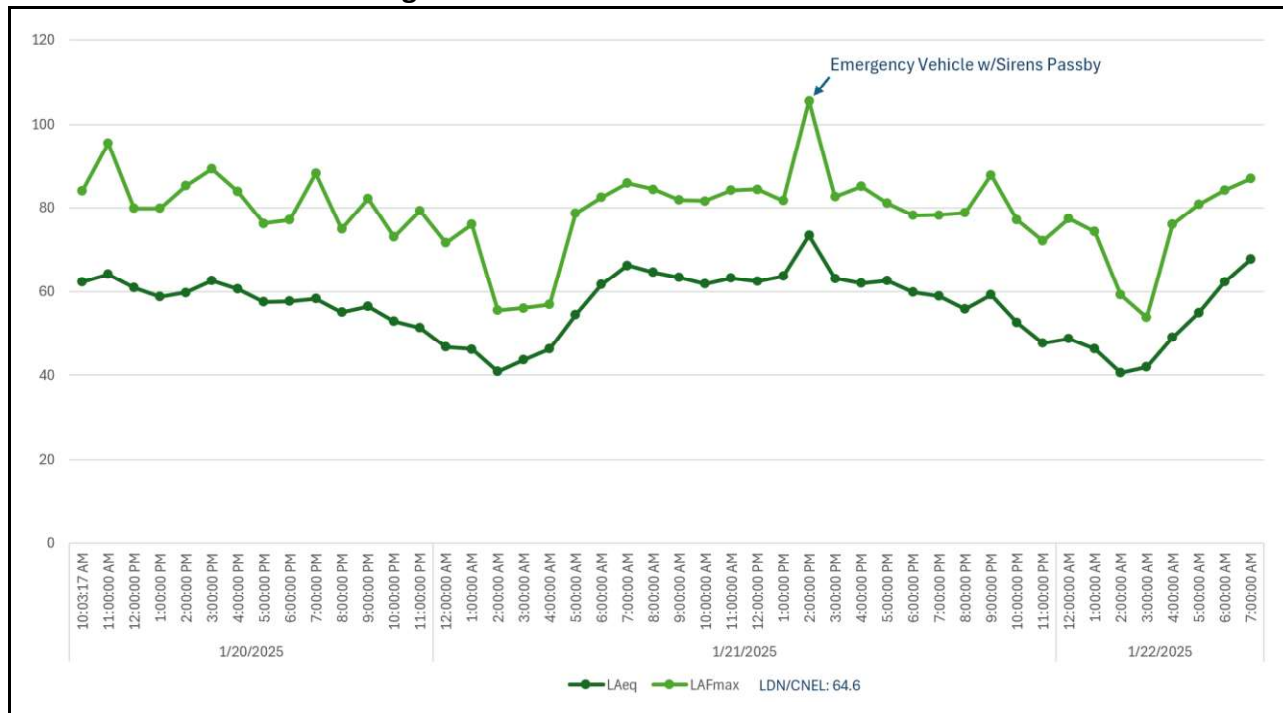
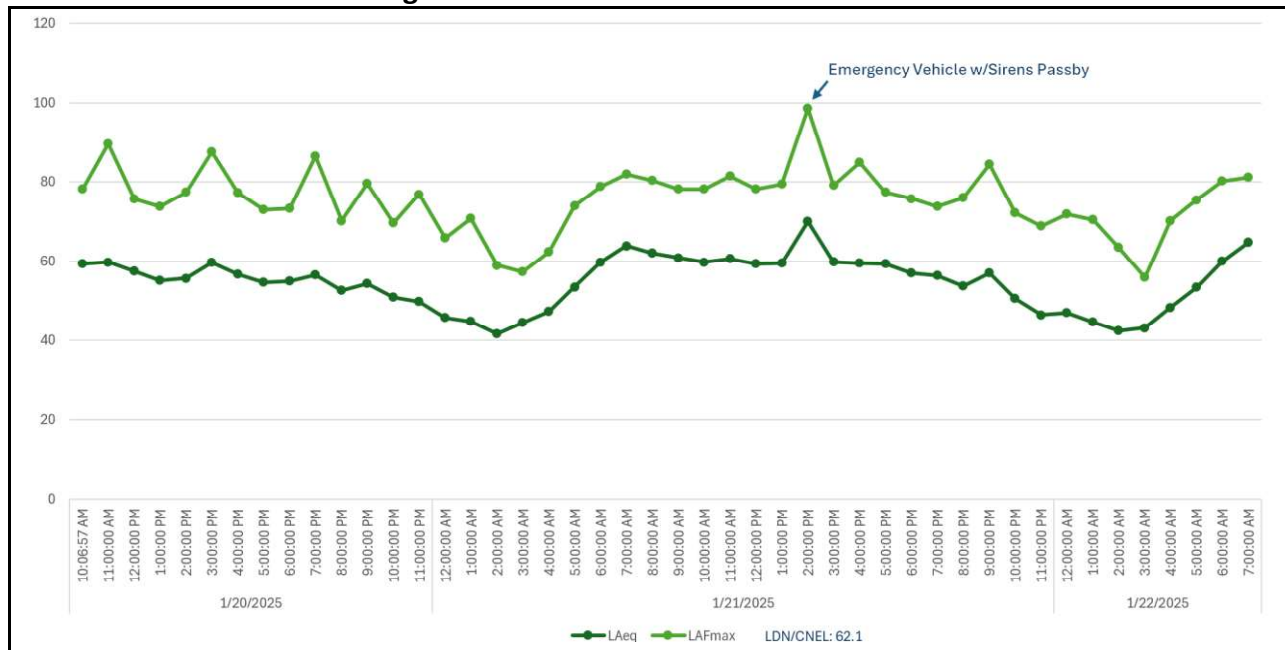


Figure 3: Noise Measurement Data – ML-2



PREDICTED TRAFFIC NOISE LEVELS

Methodology

Traffic noise levels at the property line of the residence were calculated using the FHWA Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The model was calibrated based on noise measurement data obtained over a 24-hour period on January 21, 2025 and corresponding traffic data. Traffic data for this time period was categorized by vehicle type, including light-duty automobiles and trucks, medium duty vehicles, and heavy-duty trucks. Heavy-duty trucks were further categorized by type, including dump trucks, concrete mixer trucks, and tractor-trailer material haul trucks. Refer to Attachment 1 for traffic count data. Model calibration results are summarized in Table 3. As depicted, the traffic noise model accurately calculated average-daily traffic noise levels when compared to measured noise levels.

Table 3. Traffic Noise Model Calibration Results

Scenario	dBA CNEL
Measured ¹	64.6
Modeled	64.6
<i>1. Based on measurement data obtained over a 24-hour period at ML-1 on January 21, 2025.</i>	



Traffic noise modeling was conducted for three scenarios including: 1) existing ambient traffic noise levels, 2) existing ambient traffic noise + Las Animas Concrete facility daytime operations, and 3) existing ambient traffic noise + Las Animas Concrete facility nighttime operations. Predicted average-daily exterior noise levels (in $L_{dn}/CNEL$) were calculated at the property line of the residential land use, estimated to be approximately 20 feet from the residential structure.

Existing ambient traffic noise levels were calculated to create a baseline against which predicted traffic noise levels with Las Animas Concrete facility operations were compared. Existing ambient traffic noise levels were calculated excluding observed dump trucks associated with temporary road construction activities occurring along the nearby Imjin Parkway, and concrete and material delivery truck trips associated with the Las Animas Concrete facility. To be conservative, noise levels associated with the passby of the emergency vehicle were also excluded from the calculation of existing ambient traffic noise levels, as were employee vehicle trips associated with Las Animas Concrete facility.

In addition to the calculation of existing ambient traffic noise levels, two additional scenarios were evaluated including: 1) Las Animas Concrete daytime operations, and 2) Las Animas Concrete nighttime operations. Haul truck traffic associated with Las Animas Concrete facility daytime operations were distributed equally over the hours of 7:00 am to 7:00 pm, with two haul truck occurring during the hour of 6:00 am. Las Animas vehicle trip generation was based on a maximum total of 48 concrete haul trucks and 30 employee worker commute trips (City of Marina 2024). To be conservative, the number of material delivery haul trucks was based on the number of observed material haul trucks noted during the noise monitoring survey conducted over the 24-hour period on January 21, 2025. Based on these observations, a total of 25 material haul truck trips was assumed, which equated to a calculated ratio of 1 tractor-trailer material haul truck trip per 2 concrete mixer trucks. Nighttime operational conditions were modeled based on these same assumptions with employee and truck traffic distributed between the hours of 7:00 am and 7:00 pm.

Predicted average-daily interior noise levels (in $L_{dn}/CNEL$) were calculated based on predicted exterior traffic noise levels at the building façade and applying an average structural exterior-to-interior noise level reduction (NLR). In this context, “NLR” refers to the average amount of noise reduction achieved by the building envelope. Historically, based on noise measurements conducted by the U.S. EPA in the early 1970s, standard building construction was estimated to provide a minimum average NLR of 20 dBA, with windows closed (U.S. EPA 1974). This minimum NLR of 20 dBA became the basis for many of the recommended interior and exterior noise standards initially developed in the 1970s and 1980s by various government agencies and state/local jurisdictions. For example, assuming a commonly recommended interior noise standard of 45 dBA $L_{dn}/CNEL$ for noise-sensitive land uses and a minimum exterior-to-interior NLR of 20 dBA, the recommended exterior noise level required to maintain acceptable interior noise levels would equate to 65 dBA $L_{dn}/CNEL$. Over the years, as building insulation standards have become increasingly more stringent, the NLR of typical building construction has increased. With compliance with current building requirements, newer structures can achieve exterior-to-interior NLRs of approximately 25 dBA, or more, depending on building construction materials and techniques. As a result, this report provides estimated interior noise levels based on a range of average exterior-to-interior NLRs of 20 to 25 dBA, with windows closed.



Predicted traffic noise levels associated with the operation of the Las Animas Concrete facility, for both daytime and nighttime operations, were compared to existing ambient traffic noise levels for determination of increases in traffic noise levels at the property line of the residential land use. Predicted exterior traffic noise levels at the property line and calculated increases in traffic noise levels are summarized in Table 4. Predicted exterior traffic noise levels at the building façade and predicted interior noise levels are summarized in Table 5.

Findings

Based on the analysis conducted, ambient exterior traffic noise levels (excluding truck traffic associated with current road construction occurring along Imjin Parkway and Las Animas Concrete facility, as well as, employee commute trips associated with Las Animas Concrete) was estimated to be 63.2 dBA L_{dn} /CNEL at the property line of the residential land use. Depending on the hours of operation for the Las Animas Concrete facility, predicted increases in ambient noise levels would range from approximately 1.2 to 5.7 dBA L_{dn} /CNEL. (refer to Table 4).

With daytime operation of the Las Animas Concrete facility, predicted exterior traffic noise levels at the residential property line would be 64.4 dBA L_{dn} /CNEL (refer to Table 4). Based on the modeling conducted, predicted interior average-daily noise levels associated with daytime operations would be estimated to range from approximately 37.1 to 42.1 dBA L_{dn} /CNEL, with windows closed (refer to Table 5).

With nighttime operation of the Las Animas Concrete facility predicted exterior traffic noise levels at the residential property line were estimated to be 68.9 dBA L_{dn} /CNEL (refer to Table 4). Predicted interior noise levels with nighttime operation of the Las Animas Concrete facility would range from approximately 41.6 to 46.6 dBA L_{dn} /CNEL, with windows closed (refer to Table 5).

ADDITIONAL CONSIDERATIONS

Instantaneous Noise Events

In the context of the average-daily noise level (L_{dn} /CNEL), an instantaneous noise event refers to a sudden noise event of short-duration, often described in terms of the maximum noise level (in dBA L_{max}). Instantaneous noise levels that occur within a measured period are factored into the overall calculation of average-daily cumulative noise levels by applying a penalty based on the time of day during which the instantaneous events occur. Of particular concern are events that occur during the more noise-sensitive evening and nighttime hours during which times instantaneous noise events may be more noticeable in comparison to ambient conditions. For this reason, instantaneous noise events occurring during the more noise-sensitive periods of the day are given extra weight when calculating the cumulative noise exposure over a 24-hour period. The L_{dn} descriptor applies a 10-dB penalty for noise events that occur between the hours of 10:00 pm and 7:00 am. The CNEL noise descriptor applies this same nighttime penalty but also applies an additional 5-dB penalty for noise events that occur between the evening hours of 7:00 pm and 10:00 pm. The cumulative noise exposure metric is currently one of the only noise metrics for which there is a substantial body of research data and regulatory guidance defining the relationship between noise exposure, people's



reactions, and land use compatibility. To be conservative, this analysis was based on the more conservative CNEL noise descriptor, which imposed an additional noise penalty of 5 dB for noise events occurring during the evening hours.

Groundborne Vibration

Traffic, including heavy-duty trucks traveling on roadways, rarely generate groundborne vibration levels that exceed commonly-applied vibration criteria for structural damage or human annoyance. Loaded haul trucks generate groundborne vibration levels of approximately 0.076 inches per second peak-particle velocity (in/sec ppv). Groundborne vibration levels exceeding approximately 0.2 in/sec ppv within occupied structures can result in increased levels of annoyance. Groundborne vibration levels in excess of approximately 0.5 in/sec ppv can result in potential structural damage (Caltrans 2020).

Assuming a groundborne vibration level of 0.076 in/sec ppv and a minimum distance of approximately 35 feet for haul truck passbys, predicted vibration levels at the residential structure would be less than 0.05 in/sec ppv. Groundborne vibration levels may be intermittently detectable, but would not be anticipated to exceed commonly applied criteria for human annoyance or structural vibration.

Table 4. Summary of Predicted Exterior Noise Levels at Residential Property Line

SCENARIO	EXTERIOR NOISE LEVEL AT PROPERTY LINE (dBA L _{dn} /CNEL)	DIFFERENCE COMPARED TO AMBIENT (dBA L _{dn} /CNEL)
Existing Ambient Traffic Noise Level - Excludes Road Construction Trucks, Los Animas Concrete Trucks, Las Animas Employee Trips	63.2	--
Modeled Operational Scenario 1: Las Animas Concrete - Daytime Operations	64.4	1.2
Modeled Operational Scenario 2: Las Animas Concrete - Nighttime Operations	68.9	5.7

Table 5. Summary of Predicted Exterior & Interior Noise Levels at Residential Building Facade

SCENARIO	EXTERIOR NOISE LEVEL AT BUILDING FAÇADE (dBA L _{dn} /CNEL)	RANGE OF PREDICTED INTERIOR NOISE LEVELS (dBA L _{dn} /CNEL) ¹	
		20 dBA NLR	25 dBA NLR
Existing Ambient Traffic Noise Level - Excludes Road Construction Trucks, Los Animas Concrete Trucks, Las Animas Employee Trips	60.9	40.9	35.9
Modeled Operational Scenario 1: Las Animas Concrete - Daytime Operations	62.1	42.1	37.1
Modeled Operational Scenario 2: Las Animas Concrete - Nighttime Operations	66.6	46.6	41.6

1. Interior noise levels were calculated based on the predicted exterior noise level at the building façade and average exterior-to-interior NLR for the building envelope, with windows closed. Presents a range of predicted interior noise levels based average NLRs of 20 and 25 dBA L_{dn}/CNEL.



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9

REFERENCES

California Department of Transportation (Caltrans). April 2020. *Transportation and Construction Vibration Guidance Manual*.

California Department of Transportation (Caltrans). October 2011. *California Airport Land Use Planning Handbook*.

City of Marina. August 2024. *Draft Initial Study, Las Animas Concrete Conditional Use Permit Project*.

U.S. Environmental Protection Agency (U.S. EPA). March 1974. *Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety*.



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ATTACHMENT 1

ACOUSTIC FUNDAMENTALS AND TERMINOLOGY



ACOUSTIC FUNDAMENTALS

Noise is generally defined as sound that is loud, disagreeable, or unexpected. Sound, as described in more detail below, is mechanical energy transmitted in the form of a wave because of a disturbance or vibration.

Amplitude

Amplitude is the difference between ambient air pressure and the peak pressure of the sound wave. Amplitude is measured in decibels (dB) on a logarithmic scale. For example, a 65-dB source of sound, such as a truck, when joined by another 65 dB source results in a sound amplitude of 68 dB, not 130 dB (i.e., doubling the source strength increases the sound pressure by 3 dB). Amplitude is interpreted by the ear as corresponding to different degrees of loudness. Laboratory measurements correlate a 10 dB increase in amplitude with a perceived doubling of loudness and establish a 3-dB change in amplitude as the minimum audible difference perceptible to the average person.

Frequency

Frequency is the number of fluctuations in the pressure wave per second. The unit of frequency is the Hertz (Hz). One Hz equals one cycle per second. The human ear is not equally sensitive to sound of different frequencies. Sound waves below 16 Hz or above 20,000 Hz cannot be heard at all, and the ear is more sensitive to sound in the higher portion of this range than in the lower. To approximate this sensitivity, the environmental sound is usually measured in A-weighted decibels (dBA). On this scale, the normal range of human hearing extends from about 10 dBA to about 140 dBA. Common community noise sources and noise levels are depicted in Figure 2.

Addition of Decibels

Because decibels are logarithmic units, sound levels cannot be added or subtracted through ordinary arithmetic. Under the decibel scale, a doubling of sound energy corresponds to a 3-dB increase. In other words, when two identical sources are each producing sound of the same loudness, the resulting sound level at a given distance would be 3 dB higher than one source under the same conditions. For example, if one automobile produces a sound level of 70 dB when it passes an observer, two cars passing simultaneously would not produce 140 dB; rather, they would combine to produce 73 dB. Under the decibel scale, three sources of equal loudness together would produce an increase of 5 dB.

Sound Propagation & Attenuation

Geometric Spreading

Sound from a localized source (i.e., a point source) propagates uniformly outward in a spherical pattern. The sound level decreases (attenuates) at a rate of approximately 6 dB for each doubling of distance from a point source. Highways consist of several localized noise sources on a defined path, and hence can be treated as a line source, which approximates the effect of several point sources. Noise from a line source propagates outward in a cylindrical pattern, often referred to as cylindrical spreading. Sound levels attenuate at a rate of approximately 3 dB for each doubling of distance from a line source, depending on ground surface characteristics. For acoustically hard sites (i.e., sites with a reflective surface between the source and the receiver, such as a parking lot or body of water,), no excess ground attenuation is assumed. For acoustically absorptive or soft sites (i.e., those sites with an absorptive ground surface between a line source and the receiver, such as soft dirt, grass, or scattered bushes and trees), an excess ground-attenuation value of 1.5 dB per doubling of distance is normally assumed. When added to the cylindrical spreading, the excess ground attenuation for soft surfaces results in an overall attenuation rate of 4.5 dB per doubling of distance from a line source.

Shielding by Natural or Human-Made Features

A large object or barrier in the path between a noise source and a receiver can substantially attenuate noise levels at the receiver. The amount of attenuation provided by shielding depends on the size of the object and the frequency content of the noise source. Natural terrain features (e.g., hills and dense woods) and human-made features (e.g., buildings and walls) can substantially reduce noise levels. Walls are often constructed between a source and a receiver specifically to reduce noise. A barrier that breaks the line of sight between a source and a receiver will typically result in an approximate 5 dB of noise reduction. Taller barriers provide increased noise reduction.

Figure 2. Typical Community Noise Levels

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
Jet Fly-over at 300m (1000 ft)	110	Rock Band
Gas Lawn Mower at 1 m (3 ft)	100	
Diesel Truck at 15 m (50 ft), at 80 km (50 mph)	90	Food Blender at 1 m (3 ft)
Noisy Urban Area, Daytime	80	Garbage Disposal at 1 m (3 ft)
Gas Lawn Mower, 30 m (100 ft)	70	Vacuum Cleaner at 3 m (10 ft)
Commercial Area		Normal Speech at 1 m (3 ft)
Heavy Traffic at 90 m (300 ft)	60	Large Business Office
Quiet Urban Daytime	50	Dishwasher Next Room
Quiet Urban Nighttime	40	Theater, Large Conference Room (Background)
Quiet Suburban Nighttime	30	Library
Quiet Rural Nighttime	20	Bedroom at Night, Concert Hall (Background)
	10	Broadcast/Recording Studio
Lowest Threshold of Human Hearing	0	Lowest Threshold of Human Hearing



Noise Descriptors

The decibel scale alone does not adequately characterize how humans perceive noise. The dominant frequencies of a sound have a substantial effect on the human response to that sound. Although the intensity (energy per unit area) of the sound is a purely physical quantity, the loudness or human response is determined by the characteristics of the human ear.

Human hearing is limited in the range of audible frequencies as well as in the way it perceives the sound-pressure level in that range. In general, people are most sensitive to the frequency range of 1,000–8,000 Hz, and perceive sounds within that range better than sounds of the same amplitude in higher or lower frequencies. To approximate the response of the human ear, sound levels of individual frequency bands are weighted, depending on the human sensitivity to those frequencies, which is referred to as the “A-weighted” sound level (expressed in units of dBA). The A-weighting network approximates the frequency response of the average young ear when listening to most ordinary sounds. When people make judgments of the relative loudness or annoyance of a sound, their judgments correlate well with the A-weighted noise scale. Other weighting networks have been devised to address high noise levels or other special problems (e.g., B-, C-, and D-scales), but these scales are rarely used in conjunction with environmental noise.

The intensity of environmental noise fluctuates over time, and several descriptors of time-averaged noise levels are typically used. For the evaluation of environmental noise, the most commonly used descriptors are L_{eq} , L_{dn} , and CNEL. The energy-equivalent noise level, L_{eq} , is a measure of the average energy content (intensity) of noise over any given period. Many communities use 24-hour descriptors of noise levels to regulate noise. The day-night average noise level, L_{dn} , is the 24-hour average of the noise intensity, with a 10-dBA “penalty” added for nighttime noise (10 p.m. to 7 a.m.) to account for the greater sensitivity to noise during this period. CNEL, the community equivalent noise level, is similar to L_{dn} but adds an additional 5-dBA penalty for evening noise (7 p.m. to 10 p.m.) Common noise descriptors are summarized in Table 1.

Table 1. Common Acoustical Terms and Descriptors

Descriptor	Definition
Decibel (dB)	A unit-less measure of sound on a logarithmic scale, which indicates the squared ratio of sound pressure amplitude to referenced sound pressure amplitude. The reference pressure is 20 micro-pascals.
A-Weighted Decibel (dBA)	An overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear.
Energy Equivalent Noise Level (L_{eq})	The energy mean (average) noise level. The instantaneous noise levels during a specific period of time in dBA are converted to relative energy values. From the sum of the relative energy values, an average energy value (in dBA) is calculated.
Maximum Noise Level (L_{max})	The maximum instantaneous noise level during a specific period of time.
Day-Night Average Noise Level (DNL or L_{dn})	The 24-hour L_{eq} with a 10 dBA “penalty” for noise events that occur during the noise-sensitive hours between 10:00 p.m. and 7:00 a.m. In other words, 10 dBA is “added” to noise events that occur in the nighttime hours to account for increased sensitivity to noise during these hours.
Community Noise Equivalent Level (CNEL)	The CNEL is similar to the L_{dn} described above, but with an additional 5 dBA “penalty” added to noise events that occur between the hours of 7:00 p.m. to 10:00 p.m. The calculated CNEL is typically approximately 0.5 dBA higher than the calculated L_{dn} .



Human Response to Noise

The human response to environmental noise is subjective and varies considerably from individual to individual. Noise in the community has often been cited as a health problem, not in terms of actual physiological damage, such as hearing impairment, but in terms of inhibiting general well-being and contributing to undue stress and annoyance. The health effects of noise in the community arise from interference with human activities, including sleep, speech, recreation, and tasks that demand concentration or coordination. Hearing loss can occur at the highest noise intensity levels. When community noise interferes with human activities or contributes to stress, public annoyance with the noise source increases. The acceptability of noise and the threat to public well-being are the basis for land use planning policies preventing exposure to excessive community noise levels.

Unfortunately, there is no completely satisfactory way to measure the subjective effects of noise or of the corresponding reactions of annoyance and dissatisfaction. This is primarily because of the wide variation in individual thresholds of annoyance and habituation to noise over differing individual experiences with noise. Thus, an important way of determining a person's subjective reaction to a new noise is the comparison of it to the existing environment to which one has adapted: the so-called "ambient" environment. In general, the more a new noise exceeds the previously existing ambient noise level, the less acceptable the new noise will be judged. Regarding increases in A-weighted noise levels, knowledge of the following relationships may be helpful in understanding this analysis:

- Except in carefully controlled laboratory experiments, a change of 1 dB cannot be perceived by humans;
- Outside of the laboratory, a 3-dB change is considered a just-perceivable difference;
- A change in a level of at least 5 dB is required before any noticeable change in community response would be expected. An increase of 5 dB is typically considered substantial;
- A 10-dB change is subjectively heard as an approximate doubling in loudness and would almost certainly cause an adverse change in community response.



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ATTACHMENT 2

TRAFFIC NOISE MEASUREMENT SURVEYS & MODELING



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NOISE MEASUREMENT SURVEY FORM

DATE:	01/20-01/22/25	SHEET	1	OF	1
PROJECT:	2817 CALIFORNIA AVENUE - NOISE MONITORING				
LOCATION:	CALIFORNIA DRIVE, MARINA, CA				
MONITORING STAFF:	KURT LEGLEITER				

LOCATION MAP:

Not to scale. Locations are approximate.

NOISE MEASUREMENT CONDITIONS & EQUIPMENT

MET CONDITIONS & MONITORING EQUIPMENT:	TEMP: 39-64 F. HUMIDITY: 38-72 % WIND SPEED: 2-8 MPH SKY: CLEAR GROUND: DRY		
	CLOUD COVER BY CLASS (OC=OVERCAST):	3	(1. HEAVY OC, 2. LIGHT OC, 3. SUNNY, 4. CLEAR NIGHT, 5. OC NIGHT)
	MET. METER:	KESTREL 5500	
NOISE MONITORING EQUIPMENT:	SLM MODEL:	SoftdB Picollo Type II	
	CALIBRATOR:	CAL200	
NOISE MONITORING SETUP:	CALIBRATED PRIOR TO AND UPON COMPLETION OF MEASUREMENTS:	YES	MICROPHONE HEIGHT AGL (FT): 5
	METER SETTINGS:	A-WHT	

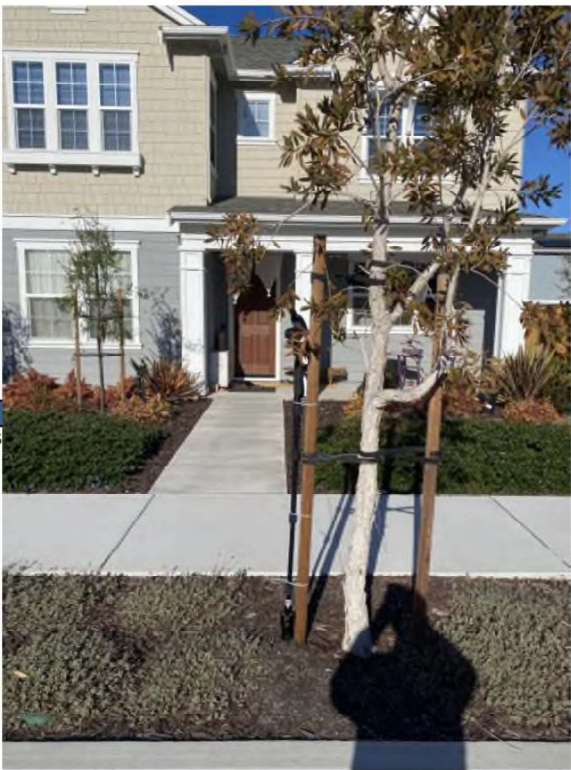
NOISE & TRAFFIC MEASUREMENTS

MEASUREMENT LOCATION	DATE/TIME	DURATION (Minutes)	PRIMARY NOISE SOURCES NOTED	MEASURED NOISE LEVELS		
				LEQ	LMAX	CNEL
1	01/20-01/22	SEE ATTACHED	AT TREE NEAR ST. ~19.5' FROM ROAD CL	41-73	54-106	64.6
2	01/20-01/23	SEE ATTACHED	AT TREE NEAR HOUSE. ~39'8" FROM ROAD CL	42-70	57-99	62.1

NOTES: Traffic noise primary. Lmax measurements primarily associated with vehicle passbys. Emergency vehicle with siren passby resulted in the highest average-hourly and maximum instantaneous noise levels. HDT passby instantaneous noise levels ranged from the mid-70s to upper 80's, with the highest measurement of approx. 89 dBA Lmax. LDN/CNEL based on 1/21 measurement data. 1/20 data excluded due to holiday/CSUMB closure.



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		NOISE MEASUREMENT SURVEY FORM			
		SHEET	2	OF	3
DATE:	01/20-01/22/25				
PROJECT:	2817 CALIFORNIA AVENUE - NOISE MONITORING				
LOCATION:	CALIFORNIA DRIVE, MARINA, CA				
MONITORING STAFF:	KURT LEGLEITER				
SITE PHOTO(S): (Refer to data sheet for noise measurement locations)					
MEASUREMENT LOCATION 1			MEASUREMENT LOCATION 2		
					



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NOISE MEASUREMENT SURVEY FORM

	SHEET	3	OF	3
DATE:	01/20-01/22/25			
PROJECT:	2817 CALIFORNIA AVENUE - NOISE MONITORING			
LOCATION:	CALIFORNIA DRIVE, MARINA, CA			
MONITORING STAFF:	KURT LEGLEITER			

SITE PHOTO(S): (Refer to data sheet for noise measurement locations)

MEASUREMENT LOCATION 1

— LAeq — LAFmax LDN/CNEL: 64.6

MEASUREMENT LOCATION 2

— LAeq — LAFmax LDN/CNEL: 62.1



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TRAFFIC COUNTS & MODELED SCENARIOS

1/21/2025

MEASURED - MODEL CALIBRATION

	LDA/T				MDT				HDT								TOTAL			
	SB		NB		SB		NB		DUMP TRUCK		CONCRETE TRUCK		MATERIAL DELIVERY TRUCK				TOTAL			
									SB	NB	SB	NB	SB	NB	SB	NB	SB	NB		
CALIFORNIA DRIVE	50	5	3	0	0.00%	0.00%	0	0	0	0	0	1	2	0	2	1	55	6		
MIDNIGHT-7:00 AM	90.91%	83.33%	5.45%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.82%	3.64%	0.00%	0.00%	3.64%	16.67%				
PERCENT OF TOTAL PERIOD																				
7:00 AM - NOON	600	252	18	20	6	9	14	18	5	8	25	35	643	307						
NOON-7:00 PM	407	738	28	22	10	12	8	2	4	4	22	19	457	779						
TOTAL	1007	990	46	42	16	21	22	20	9	12	47	54	1100	1086						
PERCENT OF TOTAL PERIOD	91.55%	91.16%	4.18%	3.87%	1.45%	1.93%	2.00%	1.84%	0.82%	1.10%	4.27%	4.97%								
7:00 PM - 10:00 PM	36	101	0	0	0	0	0	0	0	0	0	0	36	101						
10:00 PM-MIDNIGHT	11	5	0	0	0	0	0	0	0	0	0	0	11	5						
7:00PM-MIDNIGHT	47	106	0	0	0	0	0	0	0	0	0	0	47	106						
PERCENT OF TOTAL PERIOD	100.00%	100.00%																		

SCENARIO 1-EXISTING AMBIENT (EXCLUDES ROAD CONST. DUMP TRUCKS, 30 LAC EMPLOYEE TRIPS, CONCRETE TRUCKS, AND MATERIAL DELIVERY TRUCK TRIPS)

	LDA/T				MDT				HDT								TOTAL							
	SB		NB		SB		NB		DUMP TRUCK				CONCRETE TRUCK				MATERIAL DELIVERY				TOTAL			
									SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB
CALIFORNIA DRIVE	35	5	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38	5			
PERCENT OF TOTAL PERIOD	92.11%	100.00%	7.89%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%					
7:00 AM - NOON	600	252	18	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	618	272			
NOON-7:00 PM	407	723	28	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	435	745			
TOTAL	1007	975	46	42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1053	1017			
PERCENT OF TOTAL PERIOD	95.63%	95.87%	4.37%	4.13%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%					
7:00 PM - 10:00 PM	36	101	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	101			
10:00 PM-MIDNIGHT	11	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	5			
7:00 PM - MIDNIGHT	47	106	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	106			
PERCENT OF TOTAL PERIOD	100.00%	100.00%																						

30 LAC employee trips excluded.

Dump trucks associated with temporary nearby road construction activities excluded. Concrete trucks and material deliveries excluded.



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SCENARIO 2-CONCRETE PLANT DAYTIME MAX OPERATIONS (EXCLUDES ROAD CONST. DUMP TRUCKS)

	LDA/T		MDT		HDT								TOTAL	
					DUMP TRUCK		CONCRETE TRUCK		MATERIAL DELIVERY					
	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB
CALIFORNIA DRIVE														
MIDNIGHT-7:00 AM	50	5	3	0	0	0	0	0	2	0	2	2	2	7
PERCENT OF TOTAL PERIOD	90.91%	71.43%	5.45%	0.00%	0.00%	0.00%	0.00%	0.00%	28.57%	0.00%	3.64%	3.64%	28.57%	
7:00 AM - NOON	600	252	18	20	0	0	15	19	6	9	21	28	639	300
NOON-7:00 PM	407	738	28	22	0	0	9	3	4	4	13	7	448	767
TOTAL	1007	990	46	42	0	0	24	22	10	13	34	35	1087	1067
PERCENT OF TOTAL PERIOD	92.64%	92.78%	4.23%	3.94%	0.00%	0.00%	2.21%	2.06%	0.92%	1.22%	3.13%	3.28%		
7:00 PM-10:00 PM	36	101	0	0	0	0	0	0	0	0	0	0	36	101
10:00 PM-MIDNIGHT	11	5	0	0	0	0	0	0	0	0	0	0	11	5
7:00 PM - MIDNIGHT	47	106	0	0	0	0	0	0	0	0	0	0	47	106
PERCENT OF TOTAL PERIOD	100.00%	100.00%					46		25					

Concrete trucks increased to 48 total daytime. Tractor trailers for material haul increased to 25 deliveries/day based on a calculated ratio of 1.87 concrete trucks/tractor trailer.

Dump trucks associated with temporary nearby road construction activities excluded.

30 LAC employee trips included.

SCENARIO 3-CONCRETE PLANT NIGHTIME MAX OPERATIONS (EXCLUDES ROAD CONST. DUMP TRUCKS)

	LDA/T				MDT				HDT								TOTAL			
	SB		NB		SB		NB		DUMP TRUCK		CONCRETE TRUCK		MATERIAL DELIVERY				TOTAL			
									SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB
CALIFORNIA DRIVE	35	20	3	0	0	0	0	0	0	0	14	14	8	7	22	21	60	41		
PERCENT OF TOTAL PERIOD	92.11%	400.00%	7.89%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	25.45%	25.45%	14.55%	12.73%	36.67%	51.22%				
7:00 AM - NOON	600	252	18	20	0	0	0	0	0	0	0	0	0	0	0	0	518	272		
NOON-7:00 PM	407	738	28	22	0	0	0	0	0	0	0	0	0	0	0	0	435	760		
TOTAL	1007	990	46	42	0	0	0	0	0	0	0	0	0	0	0	0	1053	1032		
PERCENT OF TOTAL PERIOD	95.63%	95.93%	4.37%	4.07%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%				
7:00 PM -10:00 PM	51	101	0	0	0	0	0	0	0	6	6	3	3	9	9	60	110			
10:00 PM-MIDNIGHT	11	5	0	0	0	0	0	0	0	4	4	2	2	6	6	17	11			
7:00 PM -MIDNIGHT	47	106	0	0	0	0	0	0	0	10	10	5	5	15	15	62	121			
PERCENT OF TOTAL PERIOD	75.81%	87.60%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	16.13%	8.26%	8.06%	4.13%	24.19%	24.19%	12.40%				

Concrete trucks increased to 48 total nighttime (7pm-7am). Tractor trailers for material haul increased to 25 deliveries/day based on a calculated ratio of 1.87 concrete trucks/tractor trailer.

Dump trucks associated with temporary nearby road construction activities excluded.



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MEASURED - MODEL CALIBRATION

VEH.CAT	SB			NB			TOTAL		
	DAY	EVE	NIGHT	DAY	EVE	NIGHT	DAY	EVE	NIGHT
LDA	1007	36	61	990	101	10	1997	137	71
MT	46	0	3	42	0	0	88	0	3
HT	47	0	2	54	0	11	101	0	13
	1100	36	66	1086	101	21			
	1202			1208			2410		

VEH.CAT	SB			NB			TOTAL		
	DAY	EVE	NIGHT	DAY	EVE	NIGHT	DAY	EVE	NIGHT
LDA	83.78%	3.00%	5.07%	81.95%	8.36%	0.83%	82.86%	5.68%	2.95%
MT	3.83%	0.00%	0.25%	3.48%	0.00%	0.00%	3.65%	0.00%	0.12%
HT	3.91%	0.00%	0.17%	4.47%	0.00%	0.91%	4.19%	0.00%	0.54%
	91.51%	3.00%	5.49%	89.90%	8.36%	1.74%	90.71%	5.68%	3.61%

Totals may not sum due to rounding

SCENARIO 1-EXISTING AMBIENT (EXCLUDES ROAD CONST. DUMP TRUCKS, 30 LAC EMPLOYEE TRIPS, CONCRETE TRUCKS, AND MATERIAL DELIVERY

VEH.CAT	SB			NB			TOTAL		
	DAY	EVE	NIGHT	DAY	EVE	NIGHT	DAY	EVE	NIGHT
LDA	1007	36	46	975	101	10	1982	137	56
MT	46	0	3	42	0	0	88	0	3
HT	0	0	0	0	0	10	0	0	10
	1053	36	49	1017	101	20			
	1138			1138			2276		

VEH.CAT	SB			NB			TOTAL		
	DAY	EVE	NIGHT	DAY	EVE	NIGHT	DAY	EVE	NIGHT
LDA	88.49%	3.16%	4.04%	85.68%	8.88%	0.88%	87.08%	6.02%	2.46%
MT	4.04%	0.00%	0.26%	3.69%	0.00%	0.00%	3.87%	0.00%	0.13%
HT	0.00%	0.00%	0.00%	0.00%	0.00%	0.88%	0.00%	0.00%	0.44%



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SCENARIO 2-CONCRETE PLANT DAYTIME MAX OPERATIONS (EXCLUDES ROAD CONST. DUMP TRUCKS)

VEH CAT	SB			NB			TOTAL		
	DAY	EVE	NIGHT	DAY	EVE	NIGHT	DAY	EVE	NIGHT
LDA	1007	36	61	990	101	10	1997	137	71
MT	46	0	3	42	0	0	88	0	3
HT	34	0	2	35	0	12	69	0	14
	1087	36	66	1067	101	22			
	1189			1190			2379		

VEH CAT	SB			NB			TOTAL		
	DAY	EVE	NIGHT	DAY	EVE	NIGHT	DAY	EVE	NIGHT
LDA	84.69%	3.03%	5.13%	83.19%	8.49%	0.84%	83.94%	5.76%	2.98%
MT	3.87%	0.00%	0.25%	3.53%	0.00%	0.00%	3.70%	0.00%	0.13%
HT	2.86%	0.00%	0.17%	2.94%	0.00%	1.01%	2.90%	0.00%	0.59%
	91.42%	3.03%	5.55%	89.66%	8.49%	1.85%	90.54%	5.76%	3.70%

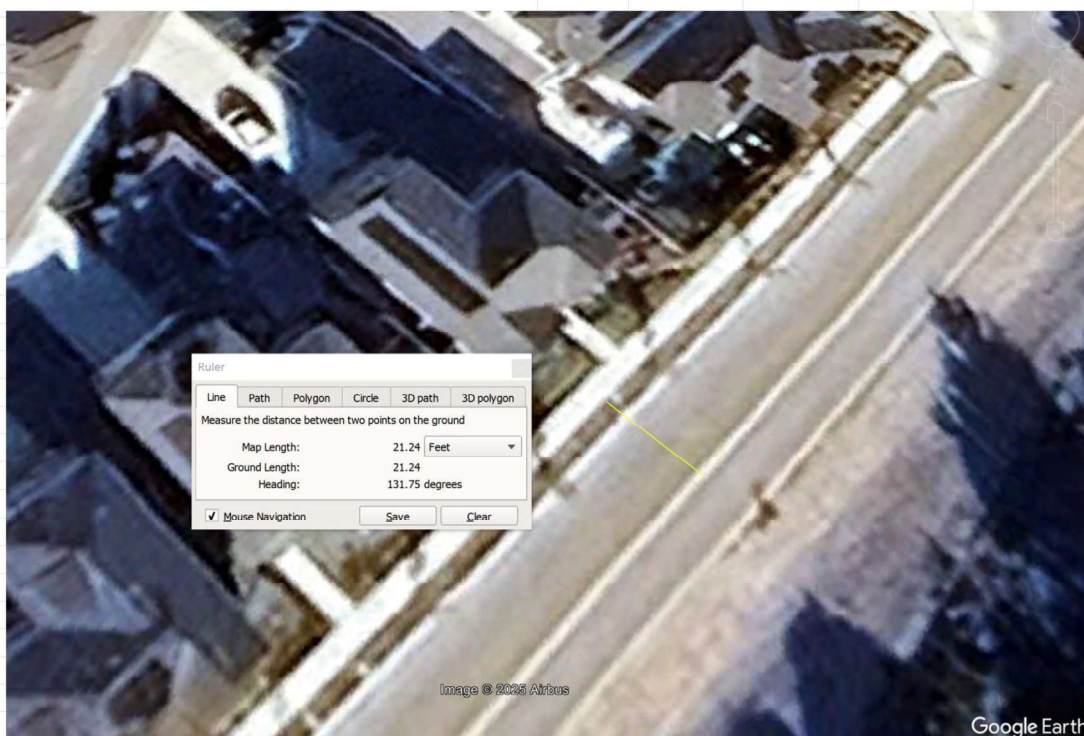
SCENARIO 3-CONCRETE PLANT NIGHTIME MAX OPERATIONS (EXCLUDES ROAD CONST. DUMP TRUCKS)

VEH CAT	SB			NB			TOTAL		
	DAY	EVE	NIGHT	DAY	EVE	NIGHT	DAY	EVE	NIGHT
LDA	1007	51	46	990	101	25	1997	152	71
MT	46	0	3	42	0	0	88	0	3
HT	0	9	28	0	9	52	0	18	80
	1053	60	77	1032	110	77			
	1190			1219			2409		

VEH CAT	SB			NB			TOTAL		
	DAY	EVE	NIGHT	DAY	EVE	NIGHT	DAY	EVE	NIGHT
LDA	84.62%	4.29%	3.87%	81.21%	8.29%	2.05%	82.90%	6.31%	2.95%
MT	3.87%	0.00%	0.25%	3.45%	0.00%	0.00%	3.65%	0.00%	0.12%
HT	0.00%	0.76%	2.35%	0.00%	0.74%	4.27%	0.00%	0.75%	3.32%



PREDICTED TRAFFIC NOISE LEVELS



PROPERTY LINE					
SCENARIO	SPEED (MPH)	DISTANCE FROM ROAD CL (FT)	MEASURED LDN/CNEL	MODELED EXTERIOR LDN/CNEL	DIFFERENCE COMPARED TO AMBIENT
MEASURED/MODEL CALIBRATION	30	19.5	64.6	64.6	
EXISTING AMBIENT TRAFFIC WITHOUT CONST/LAC TRUCKS/EMPLOYEE TI	30	21		63.2	
SCENARIO: LAC TRUCKS-DAYTIME OPERATIONS	30	21		64.4	1.2
SCENARIO: LAC TRUCKS-NIGHTTIME OPERATIONS	30	21		68.9	5.7
FAÇADE					
SCENARIO	SPEED (MPH)	DISTANCE FROM ROAD CL (FT)	MODELED EXTERIOR LDN/CNEL	INTERIOR LDN/CNEL	
				NLR 20	NLR 25
EXISTING AMBIENT TRAFFIC WITHOUT CONST/LAC TRUCKS/EMPLOYEE TI	30	41	60.9	40.9	35.9
SCENARIO: LAC TRUCKS-DAYTIME OPERATIONS	30	41	62.1	42.1	37.1
SCENARIO: LAC TRUCKS-NIGHTTIME OPERATIONS	30	41	66.6	46.6	41.6



CITY OF MARINA SERVICE/REQUEST FORM

FOR OFFICE USE ONLY

City of Marina
211 Hillcrest Avenue
Marina, CA 93933
(T) 831-884-1292
(F) 831-384-0425

DATE REC'D: _____

REC'D BY: _____

SERVICE REQUEST REGARDING

ADDRESS: 2817 California Ave Marina, CA 93933
OWNER'S NAME: Min Chan
OWNER'S ADDRESS: 2817 California Ave
PHONE: ☎ () 650-224-6236
IF RENTED, TENANT NAME: _____
TENANT PHONE: ☎ () _____

DESCRIPTION OF SERVICE REQUEST

Please use back of form for additional information

Please see the attached page for more information.

PETITIONER INFORMATION

INFORMATION PROVIDED BELOW WILL REMAIN CONFIDENTIAL

PETITIONER NAME: Min Chan
PETITIONER ADDRESS: 2817 California Ave Marina, CA 93933
PHONE: ☎ () 650-224-6236
EMAIL ADDRESS: ca@slatini.com
DOES PETITIONER WISH CONTACT OR UPDATE: ☒ YES ☐ NO
SIGNATURE OF PETITIONER  DATE: 2/20/2025

DO NOT WRITE BELOW THIS BOX

ROUTED/REFERRED TO: _____ DEPARTMENT: _____

DISPOSITION

DATE: _____ HANDLED BY: _____
MMC VIOLATION: SECTION _____
DISPOSITION/ACTION TAKEN: _____

CONTACT MADE WITH PROPERTY/VEHICLE OWNER BY:

☐ LETTER (COPY ATTACHED)

☐ PHONE ☎ () _____

☐ IN PERSON

STEPS TAKEN TO CORRECT: _____

DATE: _____

PERMIT NO.: _____

I wish to provide negative feedback on the traffic that is on California Ave between Imjin Parkway and 8th Street.

I have been observing for over a month, including using a radar speed gun to gather vehicle speeds.

1. Trucks servicing Las Animas continue to begin around 6:30am, which is still the night time hours as defined by the City of Marina. The noise from the trucks are just too much for residents, and anything before 8am is ridiculous.
2. Traffic continue to speed more, both higher speeds and more people doing it. I have measured with my radar speed gun, multiple vehicles going between **37mph-45mph** (at least 5 vehicles per hour). Many of them are sporty cars capable of showing off. **Sadly, sometimes I also observe that work vehicles, and the MST bus going over the speed limit of 30mph.**
3. Traffic also speed during hours when they know no one is watching, namely between say 10pm-6am. I can still hear them and it is very annoying.
4. Traffic volumes have increased steadily, and during peak hours (of work travel I am assuming), between 7am-9am, and 3pm-5pm, the constant flow of cars is just not compatible with the definition of a residential road that has both houses and a recreational facility adjacent to it. Sometimes the back up at the traffic light, and at the various stop signs, is so long that there are cars lined-up stationary in front of my house.
5. When will Imjin Road re-open so that some relief can be had for the traffic on California Ave.
6. We really do need traffic reinforcement as my observation is that the number of violations are increasing with time. And we also need more speed limit signs, and other ways of slowing down traffic.

Date: March 4, 2025

To: Marina City Council for council meeting March 4, 2025 on Las Animas closed-session item

From: NoToLA 2025

We, NoToLA2025, the group which submitted a petition with 76 signatures from Marina citizens to the City to deny Las Animas a new lease refer to:

Marina Planning Commission Resolution No. 2024-20 on October 24, 2024 for new Conditional Use Permit (CUP) for Las Animas:

“WHEREAS, the Commission expressed concern that both the applicant and City have allowed the operation to occur after expiration of the last permit and in violation of certain aspects of the Marina Municipal Code (MMC). The Commission requests that the approved uses be monitored by the City and required to remain in compliance with the MMC and conditions of approval;”

City is Required to deny a New Lease

1. The MMC is being violated by Las Animas every day as the noise study conducted by Ambient Consulting in January 2025 shows that the noise from Las Animas trucks is above the daily average noise limit in the Marina Municipal Code (MMC).
2. The City needs to enforce its own laws, which means a new lease needs to be denied as Las Animas operations breach Marina laws.
3. The Marina Planning Commission inserted the quote above because the City had repeatedly failed to enforce the MMC with Las Animas: allowed it to operate without CUP from 2010-12, and again from 2017 to 2024.
4. The City also failed to evict Las Animas on 4 February 2017 when its lease expired. The 2nd Lease Amendment specifically disallowed a lease extension. Doing so would breach noise regulations in the Dunes Specific Plan 2005, as Dunes homes had already come up by 2017.
5. The new CUP is *conditional* on a new lease being granted, so the CUP is *not* binding on its own

Should the City grant a new lease, the City would be sacrificing the health and safety of Marina residents and CSUMB students to bear the burden of the City's own mistake.

A new access road for Las Animas should be built so that the truck traffic is not adjacent to the CSUMB student residences, the Dunes residences, and the Marina Equestrian Center.

[Can please add to the EIR for the General Plan to look at a new road for the Las Animas site, which will provide options to the City for any future plans?]

Strict Penalties to ensure Las Animas compliance

1. In the hideous event that a lease is going ahead, then there must be effective deterrent measures to ensure Las Animas will stop business activities during the decommissioning period, and depart of own accord at end of decommissioning.
2. No lease extensions or future leases should be allowed because it was heard from a source that the owner of Las Animas has said it plans to operate on a month-to-month during the decommissioning period, and to also negotiate for new lease then.
3. A deposit of \$2 million should be imposed to ensure that Las Animas will halt operations and depart as stated in any new lease. This number is chosen because the owner of Las

Animas stated at the Oct 24, 2024 Planning Commission meeting that it would cost \$2 million to relocate to another site.

4. The deposit has to be large enough that Las Animas would conform to the terms of the lease as this company has a repeated history of non-compliance. And the City has a repeated history of lapses. A large deposit is the only way to get Las Animas' skin in the game, and not pull the repeated stunts of breaking the laws and getting away with it.
5. A penalty of \$10,000 per day should be imposed if Las Animas fails to stop business operation during the decommissioning period.

Las Animas is dishonest and untrustworthy

1. Las Animas failed to inform city that the entity "Las Animas Concrete LLC" was terminated with Secretary of State in May 2024, and the new CUP was granted 5 months later to this company which no longer exists.
2. This has questionable implications for the business license fee which would have been paid to the City, as the fees are based on a percentage of gross receipts. What would have been reported if this terminated entity had not been discovered?
3. It was not until our NoToLA2025 Group informed the City of this, that Las Animas confirmed that this was so.
4. This comes after their past offenses of operating illegally from 2010 without CUP, and again from 2017 for **next 7 years** until 2023 until the matter was made known.

REDENBACHER & BROWN

Gary Redenbacher

Attorney

March 4, 2025

City Council of Marina
211 Hillcrest Ave.
Marina, CA 93933



RE: Las Animas Concrete

Dear Council Members,

I am general counsel for Las Animas Concrete which operates the Marina concrete batch plant at 499 9th Street, Marina. While I expect you already know most of what I am going to share, it is important that it be repeated as any decision to renege on the Planning Commission's Resolution No. 2024-20, dated October 24, 2024, to allow Las Animas' continued operation for three years will have resounding adverse consequences, not just for Las Animas, but for its employees and the City itself.

In reliance on the City's representations, Las Animas purchased, at a cost of \$287,000, newer, more efficient trucks and invested approximately an additional \$1,500,000 in the plant to assure compliance with all city ordinances and operate as efficiently as possible with minimal impact on the surrounding neighborhoods. They made these expenditures under the City's assurance that they could continue to operate for three years. I expect the City does not want a claim presented should Las Animas not have the time promised to "recoup" these expenses.

The City knows how much the operation adds to the City's budget – approaching \$1,000,000 in a good year. Las Animas is also a good employer, paying union wages and benefits to its 14 employees. Las Animas has also agreed to be available to the City at night when the City needs road work done.

Current complaints are centered around the noise generated by the concrete trucks. Presently, there are only 4 homes on California Drive that the concrete trucks drive by. Of course, if those four homeowners work outside the home during the day, they have no exposure to the trucks. Even so, Las Animas was effectively vindicated by the sound study recently commissioned by the City. That study recognized that the exterior ambient noise level along California Drive did not exceed the acceptable average level of 65 dBA when measured from the property line of the houses.

Since the four affected homes are of relatively new construction, they should be capable of a noise level reduction of 25 dBA or greater, meaning an ambient interior noise level at these four homes of 40 dBA or less. From a practical standpoint, this equates to a "Quiet Urban Nighttime" or a "quiet library"¹ and significantly less than normal speech at 1 meter. (The trucks no longer drive by the home of the most vocal complainant because the work at Imjin Road prevents the trucks from turning left at California Drive. That homeowner's house is about 230 feet from the

¹ See <https://decibelpro.app/blog/decibel-chart-of-common-sound-sources/#2>

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office: 5401 Scotts Valley Dr.
Gary@RedBrownLaw.com
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REDENBACHER & BROWN

Gary Redenbacher

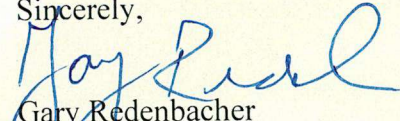
Attorney

intersection of 9th and California so any noise from the trucks is significantly attenuated – far below the acceptable limits noted in the study.)

We understand that, as community leaders, you wish to please everyone but recognize that this is impossible. Put into perspective, however, any complaints from these four homeowners about sound that is within normal limits are unreasonable compared to the wholesale disruption to the lives of 14 employees whose jobs would be lost should the plant be shut down shortly. Any concerns by these four homeowners, who were necessarily aware of the concrete trucks when they bought their homes, are outweighed by the benefit to the City and Las Animas' 14 employees as well as the detriment to Las Animas.

Las Animas understands that the clock will run out in a little less than three years, but it will do all it can to continue to be a good and contributing neighbor for the City.

Sincerely,



Gary Redenbacher

cc: client

Mail: P.O. Box 66134
Scotts Valley, CA 95067

(831) 439-8821
office: 5401 Scotts Valley Dr.
Gary@RedBrownLaw.com
www.RedenbacherLaw.com

BUY OUT AGREEMENT LAS ANIMAS CONCRETE, LLC

This Buy Out Agreement ("Agreement") is entered into between Las Animas Concrete and Building Supply, Inc., a California corporation ("LACBS"), Monterey Peninsula Engineering, a California partnership ("MPE") and Las Animas Concrete, LLC, a California limited liability company ("LAC") effective November 30, 2023 (the "Effective Date"). LACBS, MPE and LAC are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. MPE and LACBS formed LAC on or about November 22, 2004. Pursuant to LAC's Operating Agreement (the "Operating Agreement"), MPE and LACBS each own 50% of the membership interests of LAC.

B. Article VIII of the Operating Agreement provides for the transfers of membership interests. MPE would like to transfer its membership interest in LAC to LACBS so that LACBS will own 100% of the membership interests of LAC. LACBS would like to purchase MPE's membership interest in LAC. The Parties have agreed that the Purchase Price, set forth below, is the "Fair Option Price" required by section 8.7.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LAC, MPE, and LACBS agree as follows:

1. Membership Interest to Be Purchased. LACBS shall purchase all of MPE's interest in LAC ("MPE's Membership Interests").

2. Purchase Price. The purchase price for MPE's Membership Interests ("Purchase Price") shall be the sum of Seven Hundred Twenty-Five Thousand Dollars (\$725,000.00). The Purchase Price shall be paid in cash as follows: Five Hundred Thousand Dollars (\$500,000.00) shall be paid into "Escrow" (see section 5 below) within fifteen (15) days of the Parties' execution of this Agreement ("Initial Payment"); and the balance of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) is to be paid directly to MPE in monthly installments of Twenty-Five Thousand Dollars (\$25,000.00) starting the first of the month following the Initial Payment so that the balance is paid off within nine (9) months. If the subsequent payments are made as set forth above, no interest shall be charged. However, if LACBS fails to make any subsequent payment, interest shall start to accrue at the rate of ten percent (10%) per annum until the entire balance has been paid. If the subsequent payments are made earlier, there is no penalty for early payment. This section 2, with its obligation to continue making payments, shall survive Close of Escrow.

3. Transfer of Membership Interest. Upon receipt of the Initial Payment, MPE shall assign LAC MPE's Membership Interests.

4. Corporate Records. Upon receipt of the assignment from MPE, LAC shall update its records, and file an updated Statement of Information with the California Secretary of State. The Operating Agreement shall be updated to reflect that LACBS owns all of the membership interest for LAC.

5. Escrow. Upon full execution, the Parties shall provide a copy of this Agreement to the "Escrow Holder" which shall be Crescent Land Title Company, 890 3rd Street, Crescent City, CA 95531 (Steve Lehenbauer). The Initial Payment shall be released to MPE at the same time as the assignment of MPE's Membership Interests is released to LACBS. The Parties agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement.

6. LACBS's Warranties and Representations. LACBS makes the following representations and warranties to MPE:

6.1. Power and Authority. LACBS and LAC are duly organized, validly existing, and in good standing under the laws of the state of California and they have all requisite power and authority to carry on their businesses as now conducted and to own and operate its properties and assets now owned and being operated by them. LACBS and LAC have the power and authority to enter into this Agreement and to carry out their obligations under this Agreement.

6.2. Due Authorization. This Agreement and all agreements, instruments and documents herein provided to be executed by LACBS and LAC are and as of the Closing will be duly authorized, executed and delivered by LACBS and LAC, respectively. Upon the execution and delivery by LACBS and LAC of this Agreement, and any other documents to be executed at the Closing, such documents shall constitute the legal, valid and binding obligations of LACBS and LAC, enforceable against LACBS and LAC in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting debtors' and creditors' rights generally and general equitable provisions.

6.3. No Conflict. The execution and delivery of this Agreement and the performance of its obligations hereunder by LACBS and LAC will not: (i) conflict with any provision of any law, order or regulation to which LACBS and LAC are subject; (ii) conflict with, result in a breach of or constitute a default under any of the terms, conditions or provisions of any agreement or instrument to which either LACBS and LAC is a party or by which either LACBS and LAC is bound; (iii) violate any order, judgment, or decree of any court or other agency of government applicable to LACBS or LAC; or (iv) result in or require the imposition of any lien, claim, or demand upon any of LACBS or LAC.

6.4. Litigation. No threatened action, suit or proceeding is pending in any court or by or before any other governmental agency or instrumentality against LACBS and/or LAC or which would materially and adversely affect the ability of LACBS and/or LAC to carry out the transactions contemplated by this Agreement.

6.5. Contract Rights. LACBS has not executed any contracts on behalf of LAC that MPE has not also executed.

6.6. Insolvency. LACBS has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by LACBS's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of LACBS's assets; or (iv) suffered the attachment or other judicial seizure of all, or substantially all, of LACBS's assets.

6.7. Brokers. LACBS has not dealt with any broker, finder or similar person in connection with the transactions contemplated by this Agreement.

6.8. Violations. Neither LACBS nor LAC has received notice of, nor is otherwise aware of, any violations of any applicable codes, laws or statutes relating to LAC, including, without limitation, any occupational safety laws or accessibility laws, which violations have not been rectified by LAC.

6.9. Labor. Neither LACBS nor LAC is aware of any labor matters related to union organization threatened against LACBS or LAC. LACBS is not aware of any potential wage and hour claims, discrimination claims, or any other labor claims against LAC.

6.10. Notice of Breach; LACBS's Right to Cure. In the event, at or prior to Closing, LACBS learns of facts or circumstances beyond the reasonable control of LACBS to prevent which make any of the foregoing representations or warranties materially inaccurate, LACBS shall give written notice thereof to MPE and LACBS' representations and warranties shall be deemed qualified and amended as set forth in such notice (subject to MPE's rights to terminate this Agreement set forth below). Within ten (10) days after receipt of such notice from LACBS that any of LACBS's representations or warranties contained in this Agreement are materially inaccurate (the Closing Date being hereby extended for such period, if necessary, to give MPE the ten (10) days to respond), other than inaccuracies resulting from the fact that a LACBS representation was untrue when originally made or became untrue because of an affirmative act of LACBS, MPE, without limiting MPE's rights and remedies, may elect by written notice to LACBS (a) to waive such misrepresentations or breaches of warranties and consummate the transactions contemplated herein without any reduction of or credit against the Purchase Price, or (b) to terminate this Agreement by written notice given to LACBS on the Closing Date, in which event this Agreement shall be terminated.

6.11. Survival. If the Close of Escrow occurs, the representations and warranties of LACBS in this Section 6 shall survive the Close of Escrow (and not be merged therein). The provisions of this Section 6.11 shall survive the Close of Escrow.

7. MPE's Warranties and Representations. MPE makes the following representations and warranties to LACBS:

7.1. Power and Authority. MPE has the power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

7.2. Due Authorization. This Agreement and all agreements, instruments and documents herein provided to be executed by MPE are and as of the Closing will be duly authorized, executed and delivered by MPE. Upon the execution and delivery by MPE of this Agreement, and any other documents to be executed at the Closing, such documents shall constitute the legal, valid and binding obligations of MPE, enforceable against MPE in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting debtors' and creditors' rights generally and general equitable provisions.

7.3. No Conflict. To MPE's knowledge, the execution and delivery of this Agreement and the performance of its obligations hereunder by MPE will not: (i) conflict with any provision of any law, order or regulation to which MPE is subject; (ii) conflict with, result in a breach of or constitute a default under any of the terms, conditions or provisions of any agreement or instrument to which MPE is a party; or (iii) violate any order, judgment, or decree of any court or other agency of government applicable to MPE.

7.4. Litigation. To MPE's knowledge, no action, suit or proceeding is pending in any court or by or before any other governmental agency or instrumentality against MPE which would materially and adversely affect the ability of MPE to carry out the transactions contemplated by this Agreement. To MPE's knowledge, no such action, suit or proceeding is threatened against MPE.

7.5. Insolvency. MPE has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by MPE's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of MPE's assets; or (iv) suffered the attachment or other judicial seizure of all, or substantially all of MPE's assets.

7.6. Survival. If the Close of Escrow occurs, the representations and warranties of MPE in this Section 7 shall survive the Close of Escrow (and not be merged therein). Additionally, if the Close of Escrow occurs, LACBS and LAC hereby expressly waive, relinquish and release any right or remedy available to it at law, in equity or under this Agreement to make a claim against MPE for damages that either may incur, or to rescind this Agreement or the transactions contemplated herein, as a result of any of MPE's representations or warranties (other than MPE's representations which were untrue when originally made or became untrue due to MPE's affirmative acts) being untrue, inaccurate or incorrect if LACBS and/or LAC had actual knowledge that such representation or warranty was untrue, inaccurate or incorrect at the Close of Escrow. The provisions of this Section 7.6 shall survive the Close of Escrow.

8. Closing Escrow.

8.1. Close of Escrow. The close of escrow (the "Close of Escrow") shall occur no later than five (5) business days after the Initial Payment is deposited into Escrow (the "Closing Date").

8.2. Conditions to MPE's Obligations. MPE's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions for MPE's benefit (or MPE's waiver thereof) on or prior to the dates designated below for the satisfaction of such conditions.

8.2.1. LACBS's Obligations. As of the Close of Escrow, LACBS shall have performed all of the obligations required to be performed by LACBS under this Agreement.

8.2.2. Payment of Purchase Price. LACBS has deposited the remaining cash portion of the Purchase Price with Escrow Holder at least three (3) business days before the Closing Date and delivered all documents and instruments required hereunder.

8.2.3. Representations and Warranties True. The representations and warranties of LACBS contained in this Agreement shall be in all material respects true and accurate as of the date when made and at and as of the Closing Date as though such representations and warranties were made at and as of such date, except for changes permitted or contemplated by the terms of this Agreement.

8.3. Conditions to LACBS's Obligations. LACBS's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for the benefit of LACBS (or LACBS's waiver thereof) on or prior to the dates designated below for the satisfaction of such conditions.

8.3.1. MPE's Obligations. As of the Close of Escrow, MPE shall have performed all of the obligations required to be performed by MPE under this Agreement.

8.3.2. Representations and Warranties True. The representations and warranties of MPE contained herein shall be in all material respects true and accurate as of the date when made and at and as of the Closing Date as though such representations and warranties were made at and as of such date.

8.4. Failure of Condition. Except as otherwise provided in this Agreement, if the Escrow fails to close on or before the Closing Date for any reason whatsoever (other than a reason for which LACBS or MPE has the express right to postpone Closing), including, without limitation, a failure of a condition precedent set forth in this Section 8, either LACBS or MPE, if not then in default hereunder, may, subject to the provisions of Section 19, terminate the Escrow and this Agreement and, thereupon:

8.4.1. The costs of Escrow and title fees through the Closing Date shall be shared equally by LACBS and MPE;

8.4.2. All monies and deposits paid into the Escrow (including any interest earned thereon) and all documents deposited in the Escrow shall be returned to the Party paying or depositing the same;

8.4.3. Each Party shall be released from all obligations under this Agreement except for the obligations which survive termination as provided herein.

Notwithstanding anything in this Section 8.4 to the contrary, in no event shall either Party's termination of this Agreement pursuant to this Section 8.4 affect any rights or obligations which expressly survive the termination of this Agreement.

8.5. Deposits by MPE. At least one (1) business day prior to the Closing Date, MPE shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

8.5.1. An assignment of MPE's Membership Interest to LACBS; and

8.5.2. Other Documents. All other documents and instruments to be executed and/or delivered by or on behalf of MPE as provided or contemplated by this Agreement, including access codes; and originals (or copies, if originals are not available) of any contracts.

8.6. Escrow and Transaction Fees. The escrow fees and costs of Escrow Holder shall be shared equally by LACBS and MPE. LACBS shall pay all state and local transfer taxes, if any.

8.7. Closing Statement. Escrow Holder shall prepare, no later than two (2) business days prior to the Closing, a closing statement (the "Closing Statement").

8.8. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following:

8.8.1. Funds. Disburse from funds deposited by LACBS with Escrow Holder towards payment of all items chargeable to the account of LACBS pursuant hereto in payment of such costs, including, without limitation, the payment of the Purchase Price to MPE, and disburse the balance of such funds, if any, to MPE.

8.8.2. Documents to LACBS. Deliver to LACBS the assignment of MPE's Membership Interests.

9. Indemnification. In addition to any indemnification obligations set forth elsewhere in this Agreement, LACBS agrees that LACBS and LAC will indemnify, defend, and hold harmless MPE against from any and all liability, loss, cost, or obligation arising from or relating to any claims made against LACBS and/or LAC and/or MPE to the extent such claims are based upon LACBS's and/or LAC's actions which occurred or are alleged to have occurred prior to the Close of Escrow. LACBS agrees that LACBS and LAC will indemnify, defend, and hold harmless MPE against from any and all liability, loss, cost, or obligation arising from or relating to any claims made against LACBS and/or LAC and/or MPE based upon events which occurred or are alleged to have occurred after the Close of Escrow.

10. Attorney's Fees. In the event that an action is brought by any Party hereto to interpret or enforce this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs related directly to such interpretation or enforcement in addition to all other relief to which that Party or those Parties may be entitled.

11. General Provisions.

11.1. No Waivers. The waiver by a Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

11.2. Time of Essence. Time is of the essence of this Agreement. However, whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day. As used herein, "business day" shall mean any day other than a Saturday, Sunday or federal or California state holiday. Unless expressly indicated otherwise, (i) all references to time in this Agreement shall be deemed to refer to Pacific Time, and (ii) all time periods provided for under this Agreement shall expire at 5:00 p.m. Pacific Time.

11.3. Notices. Any notice required to be given to any of the Parties pursuant to this Agreement shall be in writing and shall be given (i) by certified mail, return receipt requested, (ii) by reputable national overnight courier service, or (iii) by a PDF or similar attachment to an email, provided that such email attachment shall be followed within one (1) business day by delivery of such notice pursuant to clause (i) or (ii) above. Such notice shall be deemed duly given on the day of actual delivery (whether accepted or refused). Notice shall be given to the following addresses:

If to LACBS: _____

If to MPE: _____

Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

11.4. Invalidity. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

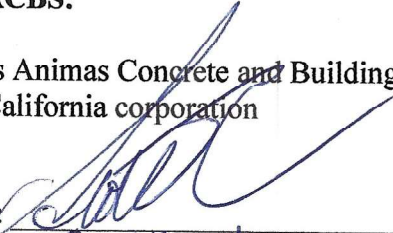
11.5. Complete Agreement. All understandings and agreements heretofore had between the Parties, whether written or verbal, are merged into this Agreement which alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by all of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto.

11.6. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns.

1-23-24

LACBS:

Las Animas Concrete and Building Supply, Inc.,
a California corporation

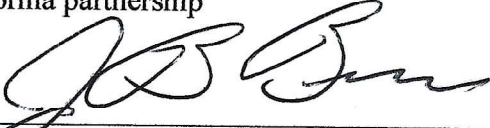
By: 

Name: Scott French

Title: President

MPE:

Monterey Peninsula Engineering,
a California partnership

By: 

Name: JAMES BRUND

Title: man Ayer

LAC:

Las Animas Concrete, LLC,
a California limited liability company

By: 

Name: Scott French

Title: President



**COAST COUNTIES TRUCK & EQUIPMENT CO.
DBA COAST COUNTIES PETERBILT**

REMIT TO:
P.O. BOX 757 SAN JOSE, CA 95106
PHONE (408) 453-5510 FAX (408) 453-7637

**MAIN OFFICE
1740 N. 4TH STREET (95112)**

920 ELVEE DRIVE P.O. BOX 1812
SALINAS, CA 93902-1812
PHONE (831) 758-2441
FAX (831) 758-3314

260 DOOLITTLE DRIVE
SAN LEANDRO, CA 94577-1014
PHONE (510) 568-6933
FAX (510) 562-5564

7675 CONDE LANE
WINDSOR, CA 95492
PHONE (707) 837-2727
FAX (707) 837-0589

2660 JACOBS AVENUE
EUREKA, CA 95501-0901
PHONE (707) 443-7073
FAX (707) 443-6254

3030 RAMADA DRIVE
PASO ROBLES, CA 93446
PHONE (805) 238-6764
FAX (805) 238-6866

Sold To:		Ship To:		Invoice Number
92403 Las Animas Concrete 146 Encinal St Santa Cruz, CA 95060		Las Animas Concrete 146 Encinal St Santa Cruz, CA 95060 Via: _____ Your Driver _____		011839 Branch: San Jose
Customer PO	Our Order No.	Terms	Salesman	Invoice Date
	6218 / 1	Net Due Upon Delivery	Bob Souza	11/26/2024
Description				
SOLD UNIT(S) Year: <u>2019</u> Make: <u>Peterbilt</u> Model: <u>567</u> Price: \$140,000.00 VIN: <u>1NPCLK0X4KD625938</u> License: _____ ADDITIONAL UNIT CHARGES DMV Doc Fee \$85.00 Unit Price: \$140,085.00 Sales Tax 5.8125%: \$8,142.44 License Fee (fees are estimated) \$2,500.00 Subtotal: \$150,727.44 Year: <u>2019</u> Make: <u>Peterbilt</u> Model: <u>567</u> Price: \$127,000.00 VIN: <u>1NPCLK0X6KD625939</u> License: _____ ADDITIONAL UNIT CHARGES DMV Doc Fee \$85.00 Unit Price: \$127,085.00 Sales Tax 5.8125%: \$7,386.82 License Fee (fees are estimated) \$2,500.00 Subtotal: \$136,971.82				
<i>New drum #127 here</i> <i>7978 / 94809 12/18</i> <i>Temp License # DM 73B79</i> <i>used drum 128</i> <i>7000 / 92,293 12/18</i> <i>Temp License # DM 73C10</i>				
Sold Unit Amount				\$287,699.26
There is no payment of Heavy Vehicle Use tax (IRS Form 2290) included in the Invoice. Buyer must file any payment, if applicable, with the IRS. "An on-road heavy-duty diesel or alternative-diesel vehicle operated in California may be subject to the California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles. It, therefore, could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants." For more information, please visit the California Air Resources Board website at http://www.arb.ca.gov/dieseltruck .				Total:
				Net:
				\$287,699.26
Balance Due:				\$287,699.26
CUSTOMER SIGNATURE				