AMENEDED AGENDA PACKET

AGENDA

Tuesday, May 20, 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

TELECONFERENCE LOCATION: [1]
1004 Saga St.
Glendora, California 91741

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.

[1] Note: Pursuant to Government Code Section 54953(b), this meeting will include teleconference participation by Mayor Bruce C. Delgado from the address above. This Notice and Agenda will be posted at the teleconference location.

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:
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. *Application of California-American Water Company (U210W)*, Application 21-11-024, California Public Utilities Commission

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

5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
6. SPECIAL PRESENTATIONS:
   a. Asian American and Pacific Islander Heritage Month Proclamation
   b. Simmon Bull Presentation
7. COUNCIL AND STAFF ANNOUNCEMENTS:

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

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

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

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

        (1) Accounts Payable Check Numbers 106852-106960, totaling $1,393,717.89.

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

        (1) May 6, Regular City Council Meeting

    c. CLAIMS AGAINST THE CITY:

        (1) Staff recommend that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Cynthia Wills for a claim received on May 6, 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-, approving the GANN Appropriations Limit for Fiscal Year 2025-26.

        (2) Adopting Resolution No. 2025-, approving a new records retention schedule for the Administration and Human Resources departments and repealing portions of previous resolution 2020-08.

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

(1) Adopting Resolution No. 2025-, accepting the Grant of Avigation Easement affecting Phases 1 and 2 of Marina Station Development Project Subdivision; and authorizing the City Clerk to execute the Grant of Avigation Easement Agreement, on behalf of the City, subject to final review and approval by the City Attorney.

(2) Adopting Resolution No. 2025-, approving a Public Improvement Agreement for Marina Station Phases 1 and 2 between the City of Marina and Marina Station Phases I and 2 LLC, a Delaware limited liability company; and authorizing the City Manager to execute the Public Improvement Agreement on behalf of the City subject to final review and approval by the City Attorney.

(3) Adopting Resolution No. 2025-, approving the Public Improvement Agreement for Phase 3 Offsite Roadway Improvements between the City of Marina and Shea Homes, LP, ("Developer"); and authorizing the City Manager to execute the Public Improvement Agreement on behalf of City subject to final review and approval by the City Attorney.

(4) Adopting Resolution No. 2025-, approving an agreement with Denise Duffy and Associates to implement a monitoring plan for Hilltop Park within Phase 2 East of University Village in an amount not to exceed $24,000; and discussion to dissolve the Hilltop Park Ad Hoc Committee.

(5) Adopting Resolution No. 2025-, consenting to a sublease between Light & Motion Industries and Simon Bull, an individual, d/b/a Simon Bull Studio, of a portion of the space leased by Light & Motion Industries pursuant to a lease agreement between Light & Motion Industries and the City of Marina dated March 25, 2013, as amended.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS:

(1) Adopting Resolution No. 2025-, approving the Phases 1 and 2 Final Map for Marina Station Development Project Subdivision; and consider authorizing the City Clerk to certify the Final Map on behalf of the City subject to final review and approval by the City Attorney.

j. REPORTS: (RECEIVE AND FILE):

(1) Monterey-Salinas Transit May 12, 2025, Board Meeting Highlights.

(2) Receiving Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) and Abrams B Non-Profit Corporation for the quarter ended March 31, 2025.

(3) Receiving City of Marina Third Quarter Budget Report – Fiscal Year 2024/25, which represents the quarter ended March 31, 2025; and consider receiving the HdL City of Marina Sales Tax Update for the period from October – December 2024

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

(1) Read by Title Only and adopting Ordinance No. 2025-04, amending Title 15 of the Marina Municipal Code by adding Chapter 15.07, the State Fire Hazard Severity Zone map.

(2) Read by Title Only and adopting Ordinance No. 2025-05, amending Title 15, Chapter 15. 32 entitled "Adoption of the California Fire Code (CFC), Section 15.32.890, Subsection 5609.1.4-r of the marina municipal code.

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.*

a. Open public hearing and take testimony from the public; consider adopting Resolution No. 2025-, confirming diagram, assessment and ordering levy of $182.42 for FY 2025-26 assessment for Seabreeze Landscape Maintenance Assessment District, and; authorize the City Clerk to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller prior to August 1, 2025.

b. Open public hearing and take testimony from the public; consider adopting Resolution No. 2025-, confirming diagram, assessment and ordering levy of $77.14 for FY 2025-26 assessment for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District, and; authorize the City Clerk to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller prior to August 1, 2025.

c. Opening a public hearing and introducing by title only Ordinance No. 2025-, renewing Ordinance No. 2022-02, Marina Municipal Code Chapter 9.26 "Military Equipment Use".

d. Open a public hearing and consider introducing Ordinance No. 2025, amending the Zoning Code (Title 17); and adopt a resolution amending Section 5.7.2 of the 2000 General Plan, both to implement Program 2.4 of the Housing Element; and find that the recommended action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

e. Open a public hearing; and receive a report and presentation regarding City vacancies, recruitment and retention efforts, including any presentation from the City's represented bargaining groups, pursuant to California Government Code Section 3502.3.

12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

a. Adopting Resolution No. 2025-, approving a sales tax revenue sharing agreement between the City of Marina and Unstoppable Automotive MBMCA LLC to assist in covering high site development and construction costs associated with developing a Mercedes-Benz automobile dealership in Marina

b. Receiving a presentation regarding the status of the City's City-Wide Incidental Take Permit (ITP) for Monterey Gilia and Fort Ord Habitat Management Plan Compliance Projects; and providing input on a conceptual realignment of the proposed Del Monte Boulevard/2nd Avenue Extension; and adopting Resolution No. 2025- , approving change orders to amend the existing project agreements with Denise Duffy & Associates, Inc. to extend the timeframe for both contracts and include additional services in the ITP contract.

c. Consider adopting Resolution No. 2025-, approving the 2025 Engineering and Traffic Survey with recommended speed limits; and authorize a budget appropriation of $10,000 of Gas Tax/Street Fund for signs and supplies; and authorize the Finance Director to make necessary accounting and budgetary entries; and consider introducing Ordinance No. 2025-, for first reading by title only and waive further reading, amending Section 10.60.010 "Speed Limits Established" of Chapter 10.60 "Speed Limits" of Title 10 "Vehicles and Traffic" to adopt *prima facie* speed limits pursuant to an engineering and traffic survey and the California Vehicle Code (CVC).

d. Adopting Resolution No. 2025-, approving the purchase of a fully equipped RAVO R5-ISERIES Compact Diesel Street Sweeper from our Sourcewell Contractor.

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 7:00 p.m., Friday, May 16, 2025.

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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.ciytofmarina.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, June 3, 2025
Tuesday, June 17, 2025

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

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

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

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

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

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

U p c o m i n g 2 0 2 5 M e e t i n g s o f P l a n n i n g C o m m i s s i o n
2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

May 22, 2025	August 14, 2025	October 9, 2025
June 12, 2025	August 28, 2025	October 23,2 025
June 26, 2025	September 11, 2025	November 13, 2025
July 10, 2025	September 25, 2025	November 27, 2025 (Cancelled)
July 24, 2025		December 11, 2025

U p c o m i n g 2 0 2 5 M e e t i n g s o f P u b l i c W o r k s C o m m i s s i o n
1st Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

June 5, 2025	September 4, 2025	November 6, 2025
July 3, 2025	October 2, 2025	December 4, 2025
August 7, 2025		

U p c o m i n g 2 0 2 5 M e e t i n g s o f R e c r e a t i o n & C u l t u r a l S e r v i c e s C o m m i s s i o n
1st Wednesday of every second month. Meetings are held at the Council Chambers at 6:30 P.M.

July 2, 2025	September 10, 2025	November 5, 2025

U p c o m i n g 2 0 2 5 M e e t i n g s o f M a r i n a T r e e C o m m i t t e e
2nd Wednesday of every quarter month as needed. Meetings are held at the Council Chambers at 6:30 P.M.

July 9, 2025	October 8, 2025

Proclamation

In Recognition of Asian American and Pacific Islander Heritage Month

WHEREAS, the City of Marina celebrates the rich cultural diversity that strengthens our community, and recognizes the vital contributions of Asian American and Pacific Islander (AAPI) communities throughout our nation's history; and

WHEREAS, Asian Americans and Pacific Islanders represent a wide array of distinct cultures, languages, and histories, and have contributed significantly to the fields of science, arts, education, public service, business, and the military; and

WHEREAS, despite a legacy of resilience and achievement, AAPI communities have also faced discrimination, exclusion, and hardship, and it is our responsibility as a city to stand in solidarity against hate and bias of any kind; and

WHEREAS, the City of Marina is home to a growing and vibrant AAPI population that enriches the fabric of our city through entrepreneurship, cultural traditions, civic engagement, and community leadership; and

WHEREAS, Asian American and Pacific Islander Heritage Month offers all residents of Marina and the Monterey County the opportunity to reflect on the history, celebrate the diversity, and honor the many contributions of these communities to our shared society.

NOW, THEREFORE, I, Bruce Delgado, Mayor of the City of Marina, County of Monterey, CA do hereby proclaim the month of May 2025, as **Asian American and Pacific Islander Heritage Month** and urge all residents to recognize, appreciate, and celebrate the important role that AAPI communities play in shaping our city and nation.

Dated this 20th day of May 2025

CITY OF MARINA INCORPORATED NOVEMBER 13, 1975 CALIFORNIA

Kathy Y. Biala, Councilmember

Bruce C. Delgado, Mayor

Accounts Payable by G/L Distribution Report

Payment Date Range 05/09/25 - 05/09/25

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**										
11801 - Brian McCarthy	03-27-25	Reimbursement for LCC Policy Committee Meeting March 2025	Paid by EFT # 6115		03/26/2025	05/01/2025	05/01/2025		05/09/2025	799.15
Account **6500.700 - Training & Travel Training & Travel** Totals								Invoice Transactions	1	$799.15
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$799.15
Division **000 - Non-Div** Totals								Invoice Transactions	1	$799.15
Department **110 - City Council** Totals								Invoice Transactions	1	$799.15
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	GCI0017472	MMC WebUpdate	Paid by Check # 106861		04/30/2025	05/01/2025	05/01/2025		05/09/2025	318.50
Account **6300.010 - Prof Svc Admin - Muni Code** Totals								Invoice Transactions	1	$318.50
Account **6300.465 - Prof Svc Legal - Special Counsel**										
11505 - Shartsis Friese LLP	5507236	Professional Services - MPWSP - March 2025	Paid by Check # 106889		04/30/2025	05/05/2025	05/05/2025		05/09/2025	71,898.04
11033 - Sara Steck Myers	05-01-25	Professional Services - MPWSP - March-April 2025	Paid by EFT # 6126		05/01/2025	05/05/2025	05/05/2025		05/09/2025	3,510.00
Account **6300.465 - Prof Svc Legal - Special Counsel** Totals								Invoice Transactions	2	$75,408.04
Account **6300.570 - Prof Svc Other**										
11618 - Tripepi, Smith & Associates, Inc.	14645	Public Relations Services - Community Outreach CalAm $3Million	Paid by Check # 106896		04/30/2025	05/06/2025	05/06/2025		05/09/2025	11,602.07
Account **6300.570 - Prof Svc Other** Totals								Invoice Transactions	1	$11,602.07
Account **6400.565 - Material & Suppl Office Supplies**										
10732 - Office Depot-General Account	420805633001	Toner	Paid by Check # 106882		04/29/2025	05/01/2025	05/01/2025		05/09/2025	626.04
10732 - Office Depot-General Account	420704733001	Banker Boxes	Paid by Check # 106882		04/18/2025	05/01/2025	05/01/2025		05/09/2025	35.19
Account **6400.565 - Material & Suppl Office Supplies** Totals								Invoice Transactions	2	$661.23
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	6	$87,989.84
Division **000 - Non-Div** Totals								Invoice Transactions	6	$87,989.84
Department **120 - City Mgr/HR/Risk** Totals								Invoice Transactions	6	$87,989.84

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Fund **100 - General Fund**										
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	12839	IT Support - April 2025	Paid by EFT # 6128		04/30/2025	05/01/2025	05/01/2025		05/09/2025	9,120.00
Account **6300.330 - Prof Svc IT - Information Tech Svc** Totals							Invoice Transactions	1		$9,120.00
Account **6360.076 - Maint & Repairs Copier**										
10592 - U.S. Bank Equipment Finance-USbancorp	554556548	CDD Copier Lease Payment - May 2025	Paid by Check # 106897		04/29/2025	05/05/2025	05/05/2025		05/09/2025	225.06
Account **6360.076 - Maint & Repairs Copier** Totals							Invoice Transactions	1		$225.06
Account **6360.342 - Maint & Repairs IT - System Annual Maint**										
10905 - Taygeta Scientific, Inc.	000423-R-0077	Computer Network Defense - May 2025	Paid by Check # 106894		05/01/2025	05/01/2025	05/01/2025		05/09/2025	2,750.00
10905 - Taygeta Scientific, Inc.	000708-R-0050	Barracuda Spam Firewall - May 2025	Paid by Check # 106894		05/01/2025	05/01/2025	05/01/2025		05/09/2025	475.80
10897 - TechRx Technology Services	12817	Ninite Subscription - May 2025	Paid by EFT # 6128		05/01/2025	05/01/2025	05/01/2025		05/09/2025	216.00
10897 - TechRx Technology Services	12816	Amazon Glacier - Subscription - May 2025	Paid by EFT # 6128		05/01/2025	05/01/2025	05/01/2025		05/09/2025	380.00
10897 - TechRx Technology Services	12831	Veeam O365 Backup & Glacier Storage - May 2025	Paid by EFT # 6128		05/01/2025	05/01/2025	05/01/2025		05/09/2025	385.00
Account **6360.342 - Maint & Repairs IT - System Annual Maint** Totals							Invoice Transactions	5		$4,206.80
Account **6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades**										
10897 - TechRx Technology Services	12702	hdtv	Paid by EFT # 6128		04/01/2025	05/01/2025	05/01/2025		05/09/2025	2,995.42
Account **6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades** Totals							Invoice Transactions	1		$2,995.42
Account **6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade**										
10897 - TechRx Technology Services	12803	Citywide MS Office 365 - May 2025	Paid by EFT # 6128		05/01/2025	05/01/2025	05/01/2025		05/09/2025	2,679.20
Account **6360.345 - Maint & Repairs Citywide Microsoft Ofc Upgrade** Totals							Invoice Transactions	1		$2,679.20
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	9		$19,226.48
Division **000 - Non-Div** Totals							Invoice Transactions	9		$19,226.48
Department **125 - I. T.** Totals							Invoice Transactions	9		$19,226.48
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	291169	Defend Disparate Treatment Lawsuit - Adeeb - March 2025	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	3,714.20

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Sub-Division **00 - Non-Subdiv**										
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc**										
11964 - Shute Mihaly & Weinberger LLP	291161	Human Resources and Risk - March 2025	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	1,622.40
11964 - Shute Mihaly & Weinberger LLP	291162	Fire Department - March 2025	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	169.00
11964 - Shute Mihaly & Weinberger LLP	291163	Finance - March 2025	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	2,568.80
11964 - Shute Mihaly & Weinberger LLP	291165	Parks	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	574.60
11964 - Shute Mihaly & Weinberger LLP	291166	Police Department - March 2025	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	1,487.20
11964 - Shute Mihaly & Weinberger LLP	291157	City Attorney Services - March 2025	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	23,899.58
11964 - Shute Mihaly & Weinberger LLP	291160	City Manager - March 2025	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	19,442.33
11964 - Shute Mihaly & Weinberger LLP	291167	Public Works - March 2025	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	17,695.77
11964 - Shute Mihaly & Weinberger LLP	291159	Code Enforcement - March 2025	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	18,058.70
11964 - Shute Mihaly & Weinberger LLP	291164	Planning Commission/Development - March 2025	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	34,076.37
11964 - Shute Mihaly & Weinberger LLP	291168	Defend City in Handcar Lawsuit - March 2025	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	2,211.20
				Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals				Invoice Transactions	12	$125,520.15
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	12	$125,520.15
				Division **000 - Non-Div** Totals				Invoice Transactions	12	$125,520.15
				Department **150 - City Attorney** Totals				Invoice Transactions	12	$125,520.15
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10181 - Dave's Repair Service	38477	Service	Paid by Check # 106863		04/11/2025	04/24/2025	04/24/2025		05/09/2025	225.00
11835 - Environmental Innovations, Inc.	3045	SB1383 Compliance and Outreach	Paid by Check # 106866		05/02/2025	05/02/2025	05/02/2025		05/09/2025	1,961.17
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	2	$2,186.17
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	000022750920	CALNET3-9391023485 (884-2573)	Paid by Check # 106858		12/15/2024	05/05/2025	05/05/2025		05/09/2025	33.61

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Payment Date Range 05/09/25 - 05/09/25

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 **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	000023383125	CALNET3-9391023477 (582-9803)	Paid by Check # 106858		04/27/2025	05/05/2025	05/05/2025		05/09/2025	31.86
10758 - AT & T CALNET3	000023388196	CALNET3-9391023437 (384-0425)	Paid by Check # 106858		04/28/2025	05/05/2025	05/05/2025		05/09/2025	62.19
10758 - AT & T CALNET3	000023388199	CALNET3-9391023440 (384-0860)	Paid by Check # 106858		04/28/2025	05/05/2025	05/05/2025		05/09/2025	31.93
10758 - AT & T CALNET3	000023388229	CALNET3-9391023468 (384-9148)	Paid by Check # 106858		04/28/2025	05/05/2025	05/05/2025		05/09/2025	31.87
10758 - AT & T CALNET3	000023388200	CALNET3-9391023441 (384-0888)	Paid by Check # 106858		04/28/2025	05/05/2025	05/05/2025		05/09/2025	31.87
10758 - AT & T CALNET3	000023388224	CALNET3-9391023463 (384-7854)	Paid by Check # 106858		04/28/2025	05/05/2025	05/05/2025		05/09/2025	31.87
10758 - AT & T CALNET3	000023388227	CALNET3-9391023466 (384-8477)	Paid by Check # 106858		04/28/2025	05/05/2025	05/05/2025		05/09/2025	62.19
10758 - AT & T CALNET3	000023383119	CALNET3-9391023471 (582-0100)	Paid by Check # 106858		04/27/2025	05/05/2025	05/05/2025		05/09/2025	66.20
			Account **6380.150 - Utilities Comm Phone System** Totals					Invoice Transactions	9	$383.59
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Apr 2025 56-025	327 Reindollar Ave Sewer	Paid by Check # 106874		04/14/2025	05/01/2025	05/01/2025		05/09/2025	37.80
			Account **6380.500 - Utilities Water & Sewer** Totals					Invoice Transactions	1	$37.80
Account **6600.350 - Other Charges Insur - Property**										
10027 - Alliant Insurance Services - CSRMA	2112453	Lost Title/Bond Request	Paid by EFT # 6113		10/18/2022	05/05/2025	05/05/2025		05/09/2025	431.00
10027 - Alliant Insurance Services - CSRMA	2112454	Lost Title/Bond Request	Paid by EFT # 6113		10/18/2022	05/05/2025	05/05/2025		05/09/2025	431.00
			Account **6600.350 - Other Charges Insur - Property** Totals					Invoice Transactions	2	$862.00
Account **6600.650 - Other Charges COVID 19 Response**										
10897 - TechRx Technology Services	12795	Zoom - April 2025	Paid by EFT # 6128		04/30/2025	05/01/2025	05/01/2025		05/09/2025	533.85
			Account **6600.650 - Other Charges COVID 19 Response** Totals					Invoice Transactions	1	$533.85
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	15	$4,003.41
			Division **000 - Non-Div** Totals					Invoice Transactions	15	$4,003.41
			Department **190 - Citywide Non-Dept** Totals					Invoice Transactions	15	$4,003.41

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
12065 - Hasco Stations, LLC	HCL-020416-25	Car Wash	Paid by Check # 106867		04/30/2025	04/30/2025	04/30/2025		05/09/2025	59.50
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	1	$59.50
Account **6360.342 - Maint & Repairs IT - System Annual Maint**										
10897 - TechRx Technology Services	12787	Various Trail Camera systems	Paid by EFT # 6128		04/30/2025	04/30/2025	04/30/2025		05/09/2025	200.66
10897 - TechRx Technology Services	12846	Body Cam and PD vehicle cam set up	Paid by EFT # 6128		04/30/2025	04/30/2025	04/30/2025		05/09/2025	3,488.88
10897 - TechRx Technology Services	12806	IT System - Ring Alarm Services	Paid by EFT # 6128		05/01/2025	04/30/2025	04/30/2025		05/09/2025	400.00
				Account **6360.342 - Maint & Repairs IT - System Annual Maint** Totals				Invoice Transactions	3	$4,089.54
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228915	Janitorial Service Police/Fire/Airport April 2025	Paid by EFT # 6114		04/25/2025	05/02/2025	05/02/2025		05/09/2025	1,308.00
				Account **6360.360 - Maint & Repairs Janitorial** Totals				Invoice Transactions	1	$1,308.00
Account **6370.015 - Shared Svc ACJIS Warrant**										
10410 - Monterey County Sheriff's Department	3086	Criminal Justice Information System - January 1 - March 31, 2025	Paid by Check # 106877		04/28/2025	05/01/2025	05/01/2025		05/09/2025	37,687.12
				Account **6370.015 - Shared Svc ACJIS Warrant** Totals				Invoice Transactions	1	$37,687.12
Account **6380.150 - Utilities Comm Phone System**										
10374 - Maynard Group Inc.	302183	Utilities - Phones / Acct #AC3746	Paid by EFT # 6121		04/29/2025	04/30/2025	04/30/2025		05/09/2025	629.81
10374 - Maynard Group Inc.	IN2055976	Utilities - Phones / Acct #AC3746	Paid by EFT # 6121		05/01/2025	05/01/2025	04/30/2025		05/09/2025	672.85
				Account **6380.150 - Utilities Comm Phone System** Totals				Invoice Transactions	2	$1,302.66
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Apr 2025 56-091	Acct # 000056-091	Paid by Check # 106874		04/28/2025	04/30/2025	04/30/2025		05/09/2025	164.86
				Account **6380.500 - Utilities Water & Sewer** Totals				Invoice Transactions	1	$164.86
Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)**										
10897 - TechRx Technology Services	12798	IT Hardware for security footage - Maria's office	Paid by EFT # 6128		04/30/2025	04/30/2025	04/30/2025		05/09/2025	464.31
10897 - TechRx Technology Services	12799	IT Hardware for security footage - Investigation's office	Paid by EFT # 6128		04/30/2025	04/30/2025	04/30/2025		05/09/2025	464.31
				Account **6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)** Totals				Invoice Transactions	2	$928.62

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6500.620 - Training & Travel POST**										
11781 - K'Shante Dela Cuadra - Employee	5-19-25	Per Diem Dela Cuadra - ICI Sexual Assault Course 5/19/25	Paid by Check # 106869		04/28/2025	05/09/2025	04/28/2025		05/09/2025	50.00
12172 - Kirandeep Bains - Employee	02-19-25	Per Diem Bains - CIT 2/18 - 2/21/25	Paid by EFT # 6120		05/01/2025	05/01/2025	05/01/2025		05/09/2025	30.00
10636 - Michael Ball - Employee	05-12-25	Per Diem M. Ball - FTO Update Course 5/12 - 5/14/25	Paid by Check # 106875		05/02/2025	05/02/2025	05/02/2025		05/09/2025	30.00
11760 - Rachel Shimabukuro - Employee	5-19-25	Per Diem Shimabukuro - ICI Sexual Assault Course 5/19/25	Paid by Check # 106886		04/28/2025	05/09/2025	04/28/2025		05/09/2025	50.00
11760 - Rachel Shimabukuro - Employee	04-22-25	Per Diem Shimabukuro - Physical Training Instructor Course 4/22	Paid by Check # 106886		05/01/2025	05/01/2025	05/01/2025		05/09/2025	72.00
			Account **6500.620 - Training & Travel POST** Totals				Invoice Transactions	5		$232.00
Account **6600.780 - Other Charges Transcription Svc**										
10544 - SpeakWrite	e19d9800	Transcription Service; Online Reporting	Paid by Check # 106891		05/01/2025	05/01/2025	04/30/2025		05/09/2025	809.48
			Account **6600.780 - Other Charges Transcription Svc** Totals				Invoice Transactions	1		$809.48
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	17		$46,581.78
			Division **000 - Non-Div** Totals				Invoice Transactions	17		$46,581.78
			Department **210 - Police** Totals				Invoice Transactions	17		$46,581.78
Department **250 - Fire**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228915	Janitorial Service Police/Fire/Airport April 2025	Paid by EFT # 6114		04/25/2025	05/02/2025	05/02/2025		05/09/2025	517.00
			Account **6360.360 - Maint & Repairs Janitorial** Totals				Invoice Transactions	1		$517.00
Account **6400.740 - Material & Suppl Special Dept Suppl**										
10927 - Ace Hardware - Fire Dept.	091357	Cust #204 - Supplies for Fire Engine	Paid by Check # 106852		05/06/2025	05/06/2025	05/06/2025		05/09/2025	109.21
			Account **6400.740 - Material & Suppl Special Dept Suppl** Totals				Invoice Transactions	1		$109.21
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	2		$626.21
			Division **000 - Non-Div** Totals				Invoice Transactions	2		$626.21
			Department **250 - Fire** Totals				Invoice Transactions	2		$626.21

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.065 - Maint & Repairs Bdg NonFlagship**										
10728 - Ace Hardware-Public Works	091160	Reservation Condo	Paid by Check # 106854		04/11/2025	04/29/2025	04/29/2025		05/09/2025	21.84
10728 - Ace Hardware-Public Works	091182	Water City	Paid by Check # 106854		04/15/2025	04/29/2025	04/29/2025		05/09/2025	85.73
10728 - Ace Hardware-Public Works	091220	City Hall	Paid by Check # 106854		04/21/2025	04/29/2025	04/29/2025		05/09/2025	32.74
10728 - Ace Hardware-Public Works	091236	Roller Hockey	Paid by Check # 106854		04/23/2025	05/05/2025	05/05/2025		05/09/2025	68.79
10728 - Ace Hardware-Public Works	091225	City Hall	Paid by Check # 106854		04/22/2025	05/05/2025	05/05/2025		05/09/2025	48.04
10728 - Ace Hardware-Public Works	091304	community Center	Paid by Check # 106854		04/30/2025	05/05/2025	05/05/2025		05/09/2025	14.19
10728 - Ace Hardware-Public Works	091315	Communtiy Center	Paid by Check # 106854		05/01/2025	05/05/2025	05/05/2025		05/09/2025	74.26
10728 - Ace Hardware-Public Works	091316	Community Center	Paid by Check # 106854		05/01/2025	05/05/2025	05/05/2025		05/09/2025	7.64
10728 - Ace Hardware-Public Works	091308	Community Center	Paid by Check # 106854		05/01/2025	05/05/2025	05/05/2025		05/09/2025	66.54
10034 - American Supply Co.	3058675	City Supplies	Paid by Check # 106856		04/17/2025	04/29/2025	04/29/2025		05/09/2025	4,375.52
10080 - Branch's Janitorial	228916	Custodial Services April 2025	Paid by EFT # 6114		04/25/2025	05/05/2025	05/05/2025		05/09/2025	2,886.35
10181 - Dave's Repair Service	38477	Service	Paid by Check # 106863		04/11/2025	04/24/2025	04/24/2025		05/09/2025	226.74
10181 - Dave's Repair Service	38530	Monthly Site Inspection	Paid by Check # 106863		04/25/2025	05/05/2025	05/05/2025		05/09/2025	145.00
10275 - Home Depot Credit Service	04-13-25	PW Home Depot (6035322503959813)	Paid by Check # 106868		04/13/2025	04/29/2025	04/29/2025		05/09/2025	1,134.15
10580 - Tri County Fire Protection	SP103531	Hockey Building 2nd Ave	Paid by Check # 106895		04/10/2025	04/29/2025	04/29/2025		05/09/2025	876.60
			Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals					Invoice Transactions	15	$10,064.13
Account **6360.070 - Maint & Repairs Bdg Public Safety**										
10728 - Ace Hardware-Public Works	091277	Public Safety	Paid by Check # 106854		04/28/2025	05/02/2025	05/02/2025		05/09/2025	8.82
10728 - Ace Hardware-Public Works	091290	Public Safety	Paid by Check # 106854		04/29/2025	05/02/2025	05/02/2025		05/09/2025	103.69
			Account **6360.070 - Maint & Repairs Bdg Public Safety** Totals					Invoice Transactions	2	$112.51
Account **6360.690 - Maint & Repairs Supplies**										
11515 - Nor Cal Signal Supply - Ellen Lynnette Poole	1325-1	Battery Set	Paid by EFT # 6122		05/01/2025	04/30/2025	04/30/2025		05/09/2025	1,968.38
			Account **6360.690 - Maint & Repairs Supplies** Totals					Invoice Transactions	1	$1,968.38

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Mar 2025 56-107	9th Street Irrigation	Paid by Check # 106874		03/27/2025	04/24/2025	04/24/2025		05/09/2025	369.14
10349 - Marina Coast Water District	Apr 2025 56-090	Locke Paddon Park (000056-090)	Paid by Check # 106874		04/21/2025	05/01/2025	05/01/2025		05/09/2025	122.01
10349 - Marina Coast Water District	Apr 2025 56-061	Reservation/Locke Paddon Park	Paid by Check # 106874		04/21/2025	05/01/2025	05/01/2025		05/09/2025	122.01
10349 - Marina Coast Water District	Apr 2025 56-042	3040 Lake Dr	Paid by Check # 106874		04/21/2025	05/01/2025	05/01/2025		05/09/2025	208.90
10349 - Marina Coast Water District	Apr 2025 56-006	188 Seaside Circle	Paid by Check # 106874		04/21/2025	05/01/2025	05/01/2025		05/09/2025	236.74
10349 - Marina Coast Water District	Apr 2025 56-094	2660 5th Ave (000056-094)	Paid by Check # 106874		04/21/2025	05/05/2025	05/05/2025		05/09/2025	358.10
			Account **6380.500 - Utilities Water & Sewer** Totals				Invoice Transactions	6		$1,416.90
Account **6400.630 - Material & Suppl Portable Toilet**										
10588 - United Site Services	INV-5268372	Corp Yard	Paid by Check # 106898		04/19/2025	04/24/2025	04/24/2025		05/09/2025	1,240.04
			Account **6400.630 - Material & Suppl Portable Toilet** Totals				Invoice Transactions	1		$1,240.04
Account **6400.737 - Material & Suppl Tools & Equip**										
10728 - Ace Hardware-Public Works	091235	Tools	Paid by Check # 106854		04/22/2025	04/29/2025	04/29/2025		05/09/2025	10.91
10470 - Peninsula Welding & Medical Supply	278357	Non-Liquid Cylinder	Paid by Check # 106885		04/30/2025	04/30/2025	04/30/2025		05/09/2025	12.90
10599 - Valley Saw & Garden Equipment	404803	Trimmer	Paid by Check # 106899		04/09/2025	04/29/2025	04/29/2025		05/09/2025	60.09
			Account **6400.737 - Material & Suppl Tools & Equip** Totals				Invoice Transactions	3		$83.90
Account **6400.800 - Material & Suppl Uniform**										
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110678309	PW Uniforms	Paid by Check # 106901		04/18/2025	04/24/2025	04/24/2025		05/09/2025	138.68
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110678310	PW supplies	Paid by Check # 106901		04/18/2025	04/24/2025	04/24/2025		05/09/2025	73.51
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110686717	PW Uniforms	Paid by Check # 106901		05/02/2025	05/02/2025	05/02/2025		05/09/2025	219.04
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110686718	PW Shop Supplies	Paid by Check # 106901		05/02/2025	05/02/2025	05/02/2025		05/09/2025	73.51
			Account **6400.800 - Material & Suppl Uniform** Totals				Invoice Transactions	4		$504.74
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	32		$15,390.60
			Division **311 - Buildings & Grounds** Totals				Invoice Transactions	32		$15,390.60

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Fund **100 - General Fund**										
Department **310 - Public Works**										
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.850 - Maint & Repairs Vehicle**										
10347 - Marina Auto Stereo & Alarm	7931	Fix power windows	Paid by Check # 106873		04/28/2025	05/05/2025	05/05/2025		05/09/2025	250.00
10437 - My Chevrolet	CVCS292561	2012 Chevy impala 4dr PD	Paid by Check # 106880		04/22/2025	04/29/2025	04/29/2025		05/09/2025	225.00
12181 - Sound Billing, LLC / MyFleetCenter	13242677	Late fee	Paid by Check # 106890		03/31/2025	04/24/2025	04/24/2025		05/09/2025	20.00
			Account **6360.850 - Maint & Repairs Vehicle** Totals					Invoice Transactions	3	$495.00
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	3	$495.00
			Division **313 - Vehicle Maint** Totals					Invoice Transactions	3	$495.00
			Department **310 - Public Works** Totals					Invoice Transactions	35	$15,885.60
Department **410 - Planning**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.610 - Prof Svc Planning - Consultant**										
10515 - Rincon Consultants, Inc.	64545	Marina Planning Support	Paid by EFT # 6125		04/08/2025	05/02/2025	05/02/2025		05/09/2025	1,601.25
			Account **6300.610 - Prof Svc Planning - Consultant** Totals					Invoice Transactions	1	$1,601.25
Account **6330.100 - Fee Agr Costs - Planning**										
10171 - CSG Consultants	60860	Marina Station	Paid by EFT # 6117		04/11/2025	05/02/2025	05/02/2025		05/09/2025	3,144.00
10508 - Regional Government Services	18264	Marina Dunes Misc February 2025	Paid by EFT # 6124		02/28/2025	05/02/2025	05/02/2025		05/09/2025	3,116.76
10508 - Regional Government Services	18127	Harvey Gas Station January	Paid by EFT # 6124		01/31/2025	05/02/2025	05/02/2025		05/09/2025	1,476.36
			Account **6330.100 - Fee Agr Costs - Planning** Totals					Invoice Transactions	3	$7,737.12
Account **6400.352 - Material & Suppl IT - Software (non-capitalize)**										
10046 - ARC (Former San Jose Blue)	12784253	Plotter	Paid by Check # 106857		04/16/2025	04/24/2025	04/24/2025		05/09/2025	318.79
			Account **6400.352 - Material & Suppl IT - Software (non-capitalize)** Totals					Invoice Transactions	1	$318.79
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	5	$9,657.16
			Division **000 - Non-Div** Totals					Invoice Transactions	5	$9,657.16
			Department **410 - Planning** Totals					Invoice Transactions	5	$9,657.16
Department **420 - Engineering**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection**										
10316 - Kimley-Horn & Associates, Inc.	31630468	Sea Haven Phase 5B Review	Paid by Check # 106870		03/31/2025	04/29/2025	04/29/2025		05/09/2025	4,266.00
			Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection** Totals					Invoice Transactions	1	$4,266.00

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Fund **100 - General Fund**										
Department **420 - Engineering**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.190 - Prof Svc Engineering Svc Interagency**										
12227 - Standen Cook	002	Fort Ord	Paid by Check # 106892		05/01/2025	05/01/2025	05/01/2025		05/09/2025	855.00
Account **6300.190 - Prof Svc Engineering Svc Interagency** Totals								Invoice Transactions	1	$855.00
Account **6330.200 - Fee Agr Costs - Engineering**										
10171 - CSG Consultants	60851	Dunes Hilltop Park-Inspections	Paid by EFT # 6117		04/11/2025	05/05/2025	05/05/2025		05/09/2025	940.50
10171 - CSG Consultants	60852	Dunes Phase 2-West	Paid by EFT # 6117		04/11/2025	05/05/2025	05/05/2025		05/09/2025	228.00
Account **6330.200 - Fee Agr Costs - Engineering** Totals								Invoice Transactions	2	$1,168.50
Account **6370.540 - Shared Svc NPDES Contribution**										
10533 - Save The Whales	2024-2025	Storm Water Public Education Program (FY 2024-2025	Paid by Check # 106888		04/20/2025	04/25/2025	04/25/2025		05/09/2025	51,865.45
Account **6370.540 - Shared Svc NPDES Contribution** Totals								Invoice Transactions	1	$51,865.45
Account **6400.565 - Material & Suppl Office Supplies**										
10734 - Office Depot-Public Works Dept.	416805245001	Office Supplies Annex	Paid by Check # 106883		04/10/2025	04/24/2025	04/24/2025		05/09/2025	237.71
10734 - Office Depot-Public Works Dept.	419043426001	Corp Yard Supplies	Paid by Check # 106883		04/07/2025	04/24/2025	04/24/2025		05/09/2025	124.74
10734 - Office Depot-Public Works Dept.	418952544001	Furnature Corp Yard	Paid by Check # 106883		04/15/2025	04/30/2025	04/30/2025		05/09/2025	53.74
10734 - Office Depot-Public Works Dept.	418952791001	Paper Annex	Paid by Check # 106883		04/15/2025	04/30/2025	04/30/2025		05/09/2025	21.84
Account **6400.565 - Material & Suppl Office Supplies** Totals								Invoice Transactions	4	$438.03
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	9	$58,592.98
Division **000 - Non-Div** Totals								Invoice Transactions	9	$58,592.98
Department **420 - Engineering** Totals								Invoice Transactions	9	$58,592.98
Department **430 - Building Inspection**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.070 - Prof Svc Building Plan Check & Inspection**										
11138 - Bureau Veritas North America, Inc.	RI 25015108	Shell Building 3190 Imjin Rd	Paid by EFT # 6116		04/11/2025	05/02/2025	05/02/2025		05/09/2025	1,088.45
10171 - CSG Consultants	B250389	Building Plan Review Services	Paid by EFT # 6117		04/01/2025	05/02/2025	05/02/2025		05/09/2025	4,038.47
10171 - CSG Consultants	60759	Building Inspection	Paid by EFT # 6117		04/09/2025	05/02/2025	05/02/2025		05/09/2025	9,880.00

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **430 - Building Inspection**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.070 - Prof Svc Building Plan Check & Inspection**										
10508 - Regional Government Services	18290	Recruitment Services	Paid by EFT # 6124		02/28/2025	05/02/2025	05/02/2025		05/09/2025	48.32
Account **6300.070 - Prof Svc Building Plan Check & Inspection** Totals							Invoice Transactions 4			$15,055.24
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions 4			$15,055.24
Division **000 - Non-Div** Totals							Invoice Transactions 4			$15,055.24
Department **430 - Building Inspection** Totals							Invoice Transactions 4			$15,055.24
Department **440 - Economic Dev**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11010 - Adams Ashby Group,Inc.	7104	Rockrose Garden HOME Grant Monitoring - 2025	Paid by Check # 106855		04/22/2025	05/01/2025	05/01/2025		05/09/2025	4,300.00
Account **6300.570 - Prof Svc Other** Totals							Invoice Transactions 1			$4,300.00
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions 1			$4,300.00
Division **000 - Non-Div** Totals							Invoice Transactions 1			$4,300.00
Department **440 - Economic Dev** Totals							Invoice Transactions 1			$4,300.00
Department **510 - Recreation & Culture**										
Division **100 - Admin**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228914	Custodial service for April 2025	Paid by EFT # 6114		04/25/2025	04/28/2025	04/28/2025		05/09/2025	906.47
Account **6360.360 - Maint & Repairs Janitorial** Totals							Invoice Transactions 1			$906.47
Account **6360.690 - Maint & Repairs Supplies**										
10726 - Ace Hardware-Parks&Recreation	091057	cust # 107	Paid by Check # 106853		04/01/2025	05/01/2025	05/01/2025		05/09/2025	8.72
Account **6360.690 - Maint & Repairs Supplies** Totals							Invoice Transactions 1			$8.72
Account **6380.150 - Utilities Comm Phone System**										
10603 - Verizon Wireless	6111246130	542484588-00001	Paid by EFT # 6129		04/17/2025	04/28/2025	04/28/2025		05/09/2025	417.04
Account **6380.150 - Utilities Comm Phone System** Totals							Invoice Transactions 1			$417.04

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **510 - Recreation & Culture**										
Division **100 - Admin**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.651 - Material & Suppl Recr Donation - Spec Recr Prog**										
11784 - John Upshaw John Upshaw - DJ Monterey	06-02-25	Aids LifeCycle Event	Paid by Check # 106904		02/07/2025	05/05/2025	05/05/2025		05/09/2025	1,200.00
Account **6400.651 - Material & Suppl Recr Donation - Spec Recr Prog** Totals								Invoice Transactions	1	$1,200.00
Account **6400.740 - Material & Suppl Special Dept Suppl**										
10726 - Ace Hardware-Parks&Recreation	091076	cust # 107	Paid by Check # 106853		04/02/2025	05/01/2025	05/01/2025		05/09/2025	83.51
Account **6400.740 - Material & Suppl Special Dept Suppl** Totals								Invoice Transactions	1	$83.51
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	5	$2,615.74
Division **100 - Admin** Totals								Invoice Transactions	5	$2,615.74
Division **511 - Youth**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228914	Custodial service for April 2025	Paid by EFT # 6114		04/25/2025	04/28/2025	04/28/2025		05/09/2025	350.00
Account **6360.360 - Maint & Repairs Janitorial** Totals								Invoice Transactions	1	$350.00
Account **6400.660 - Material & Suppl Recr Youth Progr**										
11990 - Monterey Bay Parent LLC	2025ci-1709	advertisement	Paid by Check # 106876		04/30/2025	05/01/2025	05/01/2025		05/09/2025	988.00
Account **6400.660 - Material & Suppl Recr Youth Progr** Totals								Invoice Transactions	1	$988.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	2	$1,338.00
Division **511 - Youth** Totals								Invoice Transactions	2	$1,338.00
Division **512 - Teen**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228914	Custodial service for April 2025	Paid by EFT # 6114		04/25/2025	04/28/2025	04/28/2025		05/09/2025	474.00
Account **6360.360 - Maint & Repairs Janitorial** Totals								Invoice Transactions	1	$474.00
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	1	$474.00
Division **512 - Teen** Totals								Invoice Transactions	1	$474.00

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **100 - General Fund**										
Department **510 - Recreation & Culture**										
Division **513 - Senior**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228914	Custodial service for April 2025	Paid by EFT # 6114		04/25/2025	04/28/2025	04/28/2025		05/09/2025	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
Division **514 - Sports**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.656 - Material & Suppl Recr Sports Prog**										
10726 - Ace Hardware-Parks&Recreation	090939	cust # 107	Paid by Check # 106853		03/18/2025	05/01/2025	05/01/2025		05/09/2025	14.18
10726 - Ace Hardware-Parks&Recreation	091003	cust # 107	Paid by Check # 106853		03/25/2025	05/01/2025	05/01/2025		05/09/2025	15.90
10726 - Ace Hardware-Parks&Recreation	091165	cust # 107	Paid by Check # 106853		04/12/2025	05/01/2025	05/01/2025		05/09/2025	13.07
Account **6400.656 - Material & Suppl Recr Sports Prog** Totals							Invoice Transactions	3		$43.15
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	3		$43.15
Division **514 - Sports** Totals							Invoice Transactions	3		$43.15
Department **510 - Recreation & Culture** Totals							Invoice Transactions	12		$4,799.89
Fund **100 - General Fund** Totals							Invoice Transactions	128		$393,037.89

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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 **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	FBN5329092	Lease Payment/May 2025	Paid by EFT # 6118		05/03/2025	05/06/2025	05/06/2025		05/09/2025	40,461.80
Account **6600.450 - Other Charges Leases & Rents** Totals							Invoice Transactions	1		$40,461.80
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$40,461.80
Division **000 - Non-Div** Totals							Invoice Transactions	1		$40,461.80
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$40,461.80
Fund **110 - Vehicle and Equipment** Totals							Invoice Transactions	1		$40,461.80

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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 **130 - Library Maintenance**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	150591	Landscape Maintenance for April 2025	Paid by Check # 106881		04/30/2025	05/05/2025	05/05/2025		05/09/2025	894.00
				Account **6360.440 - Maint & Repairs Landscape General** Totals			Invoice Transactions	1		$894.00
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	1		$894.00
				Division **000 - Non-Div** Totals			Invoice Transactions	1		$894.00
				Department **000 - Non-Dept** Totals			Invoice Transactions	1		$894.00
				Fund **130 - Library Maintenance** Totals			Invoice Transactions	1		$894.00

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **220 - Gas Tax**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6380.120 - Utilities Comm Mobile & Pager**										
10603 - Verizon Wireless	6111366493	PW Verizon Wireless (972476364-00001)	Paid by EFT # 6129		04/18/2025	05/01/2025	05/01/2025		05/09/2025	133.17
				Account **6380.120 - Utilities Comm Mobile & Pager** Totals				Invoice Transactions	1	$133.17
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Apr 2025 329-1	430 Marina Heights Dr Unit A (2391581329-1)	Paid by Check # 106884		04/14/2025	05/02/2025	05/02/2025		05/09/2025	46.15
				Account **6380.300 - Utilities Gas & Electric** Totals				Invoice Transactions	1	$46.15
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Apr 2025 56-008	Reservation & Del Monte	Paid by Check # 106874		04/07/2025	04/24/2025	04/24/2025		05/09/2025	42.29
10349 - Marina Coast Water District	Apr 2025 56-027	Calif Ave at Reindollar	Paid by Check # 106874		04/14/2025	04/24/2025	04/24/2025		05/09/2025	65.06
10349 - Marina Coast Water District	Apr 2025 56-040	Hilo Ave	Paid by Check # 106874		04/21/2025	05/01/2025	05/01/2025		05/09/2025	42.29
10349 - Marina Coast Water District	Apr 2025 56-028	California at Jerry Ct	Paid by Check # 106874		04/21/2025	05/01/2025	05/01/2025		05/09/2025	65.06
10349 - Marina Coast Water District	Apr 2025 56-024	Del Monte/Palm	Paid by Check # 106874		04/14/2025	05/01/2025	05/01/2025		05/09/2025	190.34
10349 - Marina Coast Water District	Apr 2025 56-022	Reser/Marina Auto Stereo Irrigation	Paid by Check # 106874		04/14/2025	05/01/2025	05/01/2025		05/09/2025	65.06
10349 - Marina Coast Water District	Apr 2025 56-085	Crescent/Whitney Irrigation	Paid by Check # 106874		04/07/2025	05/02/2025	05/02/2025		05/09/2025	42.29
10349 - Marina Coast Water District	Apr 2025 56-104	2850 5th Avenue (000056-104)	Paid by Check # 106874		04/28/2025	05/02/2025	05/02/2025		05/09/2025	72.89
				Account **6380.500 - Utilities Water & Sewer** Totals				Invoice Transactions	8	$585.28
Account **6400.733 - Material & Suppl Signs**										
10728 - Ace Hardware-Public Works	091117	Sign maintenance	Paid by Check # 106854		04/07/2025	04/29/2025	04/29/2025		05/09/2025	2.62
10728 - Ace Hardware-Public Works	091222	Streets Signs	Paid by Check # 106854		04/21/2025	05/02/2025	05/02/2025		05/09/2025	56.52
10108 - Capitol Barricade, Inc.	177080	Arrows and Ubolt Brackets	Paid by Check # 106860		05/02/2025	05/02/2025	05/02/2025		05/09/2025	2,770.84
				Account **6400.733 - Material & Suppl Signs** Totals				Invoice Transactions	3	$2,829.98
Account **6400.740 - Material & Suppl Special Dept Suppl**										
10728 - Ace Hardware-Public Works	091171	streets	Paid by Check # 106854		04/14/2025	04/29/2025	04/29/2025		05/09/2025	28.38
10949 - Edges Electrical Group	S6392573.001	LED Kim Retrofit	Paid by Check # 106864		04/21/2025	04/30/2025	04/30/2025		05/09/2025	2,276.41

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **220 - Gas Tax**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.740 - Material & Suppl Special Dept Suppl**										
10949 - Edges Electrical Group	S6392573.002	Freight	Paid by Check # 106864		04/21/2025	04/30/2025	04/30/2025		05/09/2025	64.59
			Account **6400.740 - Material & Suppl Special Dept Suppl** Totals					Invoice Transactions	3	$2,369.38
Account **6400.754 - Material & Suppl Street Sweeper**										
10427 - Monterey Regional Waste Management District	4290995	Street Sweeper Dirt	Paid by Check # 106879		04/04/2025	04/30/2025	04/30/2025		05/09/2025	509.74
10427 - Monterey Regional Waste Management District	4290809	Street Sweeper Dirt	Paid by Check # 106879		04/04/2025	04/30/2025	04/30/2025		05/09/2025	518.98
10427 - Monterey Regional Waste Management District	4290676	Street Sweeper Dirt	Paid by Check # 106879		04/04/2025	04/30/2025	04/30/2025		05/09/2025	543.62
			Account **6400.754 - Material & Suppl Street Sweeper** Totals					Invoice Transactions	3	$1,572.34
Account **6400.800 - Material & Suppl Uniform**										
10101 - California Department of Transportation	SL250974	Signals and Lighting Billing	Paid by Check # 106859		04/21/2025	04/30/2025	04/30/2025		05/09/2025	948.26
			Account **6400.800 - Material & Suppl Uniform** Totals					Invoice Transactions	1	$948.26
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	20	$8,484.56
			Division **000 - Non-Div** Totals					Invoice Transactions	20	$8,484.56
			Department **000 - Non-Dept** Totals					Invoice Transactions	20	$8,484.56
			Fund **220 - Gas Tax** Totals					Invoice Transactions	20	$8,484.56

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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 **223 - FORA Dissolution**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
11489 - Wallace Group, Inc.	64859	Blight Removal	Paid by Check # 106902		04/21/2025	04/30/2025	04/30/2025		05/09/2025	30,879.09
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	1		$30,879.09
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	1		$30,879.09
				Division **000 - Non-Div** Totals			Invoice Transactions	1		$30,879.09
				Department **000 - Non-Dept** Totals			Invoice Transactions	1		$30,879.09
				Fund **223 - FORA Dissolution** Totals			Invoice Transactions	1		$30,879.09

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **232 - Seabreeze AD**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	150591	Landscape Maintenance for April 2025	Paid by Check # 106881		04/30/2025	05/05/2025	05/05/2025		05/09/2025	226.00
				Account **6360.440 - Maint & Repairs Landscape General** Totals			Invoice Transactions	1		$226.00
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	1		$226.00
				Division **000 - Non-Div** Totals			Invoice Transactions	1		$226.00
				Department **000 - Non-Dept** Totals			Invoice Transactions	1		$226.00
				Fund **232 - Seabreeze AD** Totals			Invoice Transactions	1		$226.00

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Payment Date Range 05/09/25 - 05/09/25

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 **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	150591	Landscape Maintenance for April 2025	Paid by Check # 106881		04/30/2025	05/05/2025	05/05/2025		05/09/2025	485.00
				Account **6360.440 - Maint & Repairs Landscape General** Totals			Invoice Transactions 1			$485.00
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions 1			$485.00
				Division **000 - Non-Div** Totals			Invoice Transactions 1			$485.00
				Department **000 - Non-Dept** Totals			Invoice Transactions 1			$485.00
				Fund **233 - Monterey Bay Estates AD** Totals			Invoice Transactions 1			$485.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/09/25 - 05/09/25

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**										
10446 - New Image Landscape Co.	150591	Landscape Maintenance for April 2025	Paid by Check # 106881		04/30/2025	05/05/2025	05/05/2025		05/09/2025	549.00
				Account **6360.440 - Maint & Repairs Landscape General** Totals			Invoice Transactions	1		$549.00
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	1		$549.00
				Division **000 - Non-Div** Totals			Invoice Transactions	1		$549.00
				Department **000 - Non-Dept** Totals			Invoice Transactions	1		$549.00
				Fund **235 - Cypress Cove II AD** Totals			Invoice Transactions	1		$549.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/09/25 - 05/09/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **251 - CFD - Locke Paddon**										
Department **000 - Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.440 - Maint & Repairs Landscape General**										
10446 - New Image Landscape Co.	150591	Landscape Maintenance for April 2025	Paid by Check # 106881		04/30/2025	05/05/2025	05/05/2025		05/09/2025	258.00
				Account **6360.440 - Maint & Repairs Landscape General** Totals			Invoice Transactions 1			$258.00
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions 1			$258.00
				Division **000 - Non-Div** Totals			Invoice Transactions 1			$258.00
				Department **000 - Non-Dept** Totals			Invoice Transactions 1			$258.00
				Fund **251 - CFD - Locke Paddon** Totals			Invoice Transactions 1			$258.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/09/25 - 05/09/25

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	05-01-25	306 Reservation Road - HOA Fee - May 2025	Paid by Check # 106893		05/01/2025	05/01/2025	05/01/2025		05/09/2025	555.98
Account **6600.400 - Other Charges - Fees** Totals							Invoice Transactions	1		$555.98
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$555.98
Division **000 - Non-Div** Totals							Invoice Transactions	1		$555.98
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$555.98
Fund **255 - Housing Assistance Fund** Totals							Invoice Transactions	1		$555.98

Accounts Payable by G/L Distribution Report

Payment Date Range 05/09/25 - 05/09/25

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**										
10425 - Monterey Peninsula Engineering	24-12-33 RET	Slurry Seal	Paid by Check # 106878		04/24/2025	04/29/2025	04/29/2025		05/09/2025	436.73
10425 - Monterey Peninsula Engineering	24-12-32	Slurry Seal	Paid by Check # 106878		04/24/2025	04/29/2025	04/29/2025		05/09/2025	8,297.86
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions 2			$8,734.59
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions 2			$8,734.59
				Division **000 - Non-Div** Totals			Invoice Transactions 2			$8,734.59
				Department **000 - Non-Dept** Totals			Invoice Transactions 2			$8,734.59
				Fund **422 - Capital Projects - Measure X** Totals			Invoice Transactions 2			$8,734.59

Accounts Payable by G/L Distribution Report

Payment Date Range 05/09/25 - 05/09/25

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**										
10316 - Kimley-Horn & Associates, Inc.	31630462	2nd Ave alignment Study	Paid by Check # 106870		03/31/2025	04/29/2025	04/29/2025		05/09/2025	10,059.50
10316 - Kimley-Horn & Associates, Inc.	31264967	Reservation Rd Corridor	Paid by Check # 106870		02/28/2025	05/01/2025	05/01/2025		05/09/2025	25,557.00
10316 - Kimley-Horn & Associates, Inc.	31451832	Reservation Rd Corridor	Paid by Check # 106870		03/31/2025	05/02/2025	05/02/2025		05/09/2025	17,328.00
10316 - Kimley-Horn & Associates, Inc.	31357027	Imjin Parkway PS&E	Paid by Check # 106870		03/31/2025	05/02/2025	05/02/2025		05/09/2025	19,874.50
10425 - Monterey Peninsula Engineering	24-12-46	Carmel Ave Improvements	Paid by Check # 106878		04/24/2025	04/30/2025	04/30/2025		05/09/2025	66,276.75
10425 - Monterey Peninsula Engineering	25-03-29	Preston Park Upgrade	Paid by Check # 106878		04/28/2025	05/05/2025	05/05/2025		05/09/2025	97,412.82
11762 - Raimi + Associates, Inc	25-6856	Marina GPU	Paid by EFT # 6123		03/27/2025	05/02/2025	05/02/2025		05/09/2025	32,880.18
11762 - Raimi + Associates, Inc	25-6896	Marina GPU	Paid by EFT # 6123		05/05/2025	05/06/2025	05/06/2025		05/09/2025	47,635.89
11266 - Verde Design, Inc.	10-2318501	Marina Dunes Ph 1 Amendment 3	Paid by Check # 106900		04/09/2025	05/02/2025	05/02/2025		05/09/2025	117,375.27
10425 - Monterey Peninsula Engineering	24-12-43 RET	Los Arboles Sports Complex	Paid by Check # 106878		04/24/2025	04/30/2025	04/30/2025		05/09/2025	37.50
10425 - Monterey Peninsula Engineering	24-12-42	Los Arboles Sports Complex	Paid by Check # 106878		04/24/2025	04/30/2025	04/30/2025		05/09/2025	712.50
10425 - Monterey Peninsula Engineering	24-12-47 RET	Carmel Ave Improvements	Paid by Check # 106878		04/24/2025	04/30/2025	04/30/2025		05/09/2025	3,488.25
10515 - Rincon Consultants, Inc.	64648	Marina Housing Element Update	Paid by EFT # 6125		04/10/2025	05/02/2025	05/02/2025		05/09/2025	1,414.75
11489 - Wallace Group, Inc.	64865	Del Monte Medians	Paid by Check # 106902		04/21/2025	04/24/2025	04/24/2025		05/09/2025	788.13
11489 - Wallace Group, Inc.	64907	Program Management	Paid by Check # 106902		04/21/2025	04/24/2025	04/24/2025		05/09/2025	8,541.90
11489 - Wallace Group, Inc.	63471	Sea Haven City Park	Paid by Check # 106902		10/21/2024	05/02/2025	05/02/2025		05/09/2025	1,749.81
11084 - EMC Planning Group	24-074-3	Ft. Ord Dunes State Park	Paid by Check # 106865		02/28/2025	05/05/2025	05/05/2025		05/09/2025	9,855.67
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	17	$460,988.42
Account **6700.105 - Capital Outlay Construction**										
10425 - Monterey Peninsula Engineering	24-12-34	Kennedy Court Storm Drain	Paid by Check # 106878		04/24/2025	05/01/2025	05/01/2025		05/09/2025	24,528.39
10425 - Monterey Peninsula Engineering	24-12-48	Old Corp Yard Entry Gate Automation	Paid by Check # 106878		04/24/2025	05/01/2025	05/01/2025		05/09/2025	35,270.65

Accounts Payable by G/L Distribution Report

Payment Date Range 05/09/25 - 05/09/25

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 **6700.105 - Capital Outlay Construction**										
10425 - Monterey Peninsula Engineering	24-12-35 RET	Kennedy Court Storm Drain	Paid by Check # 106878		04/24/2025	05/01/2025	05/01/2025		05/09/2025	1,290.97
Account **6700.105 - Capital Outlay Construction** Totals							Invoice Transactions	3		$61,090.01
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	20		$522,078.43
Division **000 - Non-Div** Totals							Invoice Transactions	20		$522,078.43
Department **000 - Non-Dept** Totals							Invoice Transactions	20		$522,078.43
Fund **462 - City Capital Projects** Totals							Invoice Transactions	20		$522,078.43

Accounts Payable by G/L Distribution Report

Payment Date Range 05/09/25 - 05/09/25

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	291158	Airport - March 2025	Paid by EFT # 6127		04/28/2025	05/01/2025	05/01/2025		05/09/2025	3,682.44
11704 - Wellington & Rathie - Robert R Wellington Jr.	26442	Marina Municipal Airport Matters - July 2023	Paid by Check # 106903		04/26/2025	05/01/2025	05/01/2025		05/09/2025	380.00
11704 - Wellington & Rathie - Robert R Wellington Jr.	26457	Marina Municipal Airport Matters - September 2023	Paid by Check # 106903		04/28/2025	05/05/2025	05/05/2025		05/09/2025	100.00
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals							Invoice Transactions		3	$4,162.44
Account **6360.050 - Maint & Repairs Building**										
10239 - First Alarm	882753	721 Neeson Rd Bldg 533 Alarm Monitoring	Paid by EFT # 6119		04/15/2025	05/06/2025	04/29/2025		05/09/2025	438.66
10239 - First Alarm	882752	3240 Imjin Rd Bldg 510 Alarm Monitoring	Paid by EFT # 6119		04/15/2025	05/06/2025	04/29/2025		05/09/2025	538.89
Account **6360.050 - Maint & Repairs Building** Totals							Invoice Transactions		2	$977.55
Account **6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades**										
10897 - TechRx Technology Services	12775	AJs Laptop transfer	Paid by EFT # 6128		04/30/2025	05/29/2025	04/29/2025		05/09/2025	1,671.53
Account **6360.344 - Maint & Repairs IT - Office Equip & PC Upgrades** Totals							Invoice Transactions		1	$1,671.53
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228915	Janitorial Service Police/Fire/Airport April 2025	Paid by EFT # 6114		04/25/2025	05/02/2025	05/02/2025		05/09/2025	410.00
Account **6360.360 - Maint & Repairs Janitorial** Totals							Invoice Transactions		1	$410.00
Account **6360.440 - Maint & Repairs Landscape General**										
10275 - Home Depot Credit Service	04-13-25	PW Home Depot (6035322503959813)	Paid by Check # 106868		04/13/2025	04/29/2025	04/29/2025		05/09/2025	157.65
10446 - New Image Landscape Co.	150591	Landscape Maintenance for April 2025	Paid by Check # 106881		04/30/2025	05/05/2025	05/05/2025		05/09/2025	2,340.00
Account **6360.440 - Maint & Repairs Landscape General** Totals							Invoice Transactions		2	$2,497.65
Account **6360.448 - Maint & Repairs Lighting**										
10728 - Ace Hardware-Public Works	091278	LED Light Bulbs	Paid by Check # 106854		04/28/2025	04/29/2025	04/29/2025		05/09/2025	21.84
Account **6360.448 - Maint & Repairs Lighting** Totals							Invoice Transactions		1	$21.84
Account **6360.570 - Maint & Repairs Other Svc Agr**										
10527 - SAFETY-KLEEN SYSTEMS, INC.	97046353	Fuel	Paid by Check # 106887		04/24/2025	05/05/2025	05/05/2025		05/09/2025	890.33
Account **6360.570 - Maint & Repairs Other Svc Agr** Totals							Invoice Transactions		1	$890.33

Accounts Payable by G/L Distribution Report

Payment Date Range 05/09/25 - 05/09/25

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 **6380.150 - Utilities Comm Phone System**										
10758 - AT & T CALNET3	000023388203	Fire Alarms Hangar 524 & 533 (9391023444)	Paid by Check # 106858		04/28/2025	06/04/2025	05/01/2025		05/09/2025	62.19
10758 - AT & T CALNET3	000023388208	AWOS-Auto Weather Service (9391023449)	Paid by Check # 106858		04/30/2025	06/04/2025	05/01/2025		05/09/2025	33.84
10758 - AT & T CALNET3	000023388202	Fire Alarms Hangar 524 & 533 (9391023443)	Paid by Check # 106858		04/28/2025	06/04/2025	05/01/2025		05/09/2025	62.19
				Account **6380.150 - Utilities Comm Phone System** Totals				Invoice Transactions	3	$158.22
Account **6400.352 - Material & Suppl IT - Software (non-capitalize)**										
10897 - TechRx Technology Services	12775	AJs Laptop transfer	Paid by EFT # 6128		04/30/2025	05/29/2025	04/29/2025		05/09/2025	285.00
				Account **6400.352 - Material & Suppl IT - Software (non-capitalize)** Totals				Invoice Transactions	1	$285.00
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	15	$11,074.56
				Division **000 - Non-Div** Totals				Invoice Transactions	15	$11,074.56
				Department **000 - Non-Dept** Totals				Invoice Transactions	15	$11,074.56
				Fund **555 - Marina Airport** Totals				Invoice Transactions	15	$11,074.56
				Grand Totals				Invoice Transactions	193	$1,017,718.90

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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 **6600.630 - Other Charges Promotional Activities**										
12244 - Frederick Nelson	05-08-25	Izunokuni Japan Video Edits	Paid by Check # 106919		05/08/2025	05/13/2025	05/13/2025		05/16/2025	300.00
12243 - Printworks.Solutions Inc. / Printworks.Solutions	9762	Banner - Izunokuni	Paid by Check # 106942		03/06/2025	05/06/2025	05/06/2025		05/16/2025	327.75
Account **6600.630 - Other Charges Promotional Activities** Totals							Invoice Transactions	2		$627.75
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	2		$627.75
Division **000 - Non-Div** Totals							Invoice Transactions	2		$627.75
Department **110 - City Council** Totals							Invoice Transactions	2		$627.75
Department **120 - City Mgr/HR/Risk**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.465 - Prof Svc Legal - Special Counsel**										
11425 - Formation Environmental, LLC	9283	Groundwater Sustainability Plan	Paid by EFT # 6137		04/27/2025	05/12/2025	05/12/2025		05/16/2025	2,465.00
Account **6300.465 - Prof Svc Legal - Special Counsel** Totals							Invoice Transactions	1		$2,465.00
Account **6300.570 - Prof Svc Other**										
10315 - Keyser Marston Associates	0039733	Car Dealership Relocation Assistance - April 2025	Paid by EFT # 6140		05/07/2025	05/06/2025	05/06/2025		05/16/2025	5,665.00
Account **6300.570 - Prof Svc Other** Totals							Invoice Transactions	1		$5,665.00
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268888	Unleaded Fuel	Paid by Check # 106931		04/17/2025	05/08/2025	05/08/2025		05/16/2025	125.10
10416 - Monterey County Petroleum-Sturdy Oil Co.	269060	City Fuel	Paid by Check # 106931		04/22/2025	05/08/2025	05/08/2025		05/16/2025	46.91
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals							Invoice Transactions	2		$172.01
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	4		$8,302.01
Division **000 - Non-Div** Totals							Invoice Transactions	4		$8,302.01
Department **120 - City Mgr/HR/Risk** Totals							Invoice Transactions	4		$8,302.01

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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 **130 - Finance**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.565 - Material & Suppl Office Supplies**										
10732 - Office Depot-General Account	421795711001	Office Supplies-Finance (toner/legal paper)	Paid by Check # 106937		05/01/2025	05/13/2025	05/13/2025		05/16/2025	263.60
Account **6400.565 - Material & Suppl Office Supplies** Totals							Invoice Transactions	1		$263.60
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$263.60
Division **000 - Non-Div** Totals							Invoice Transactions	1		$263.60
Department **130 - Finance** Totals							Invoice Transactions	1		$263.60
Department **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.217 - Prof Svc Fin - Business Lic Services**										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN049387	March 2025 BL Admin Fee	Paid by EFT # 6139		03/31/2025	05/13/2025	05/13/2025		05/16/2025	413.17
Account **6300.217 - Prof Svc Fin - Business Lic Services** Totals							Invoice Transactions	1		$413.17
Account **6300.230 - Prof Svc Fin - Tax Reporting & Audit**										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN041066	Sales Tax and Audit Srvs July-Sept 2024	Paid by EFT # 6139		07/26/2024	05/13/2025	05/13/2025		05/16/2025	1,390.85
Account **6300.230 - Prof Svc Fin - Tax Reporting & Audit** Totals							Invoice Transactions	1		$1,390.85
Account **6300.570 - Prof Svc Other**										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN049388	March 2025 - HDL TOT	Paid by EFT # 6139		03/31/2025	05/13/2025	05/13/2025		05/16/2025	2,279.33
Account **6300.570 - Prof Svc Other** Totals							Invoice Transactions	1		$2,279.33
Account **6360.570 - Maint & Repairs Other Svc Agr**										
10129 - Cintas Corporation	4230060051	Mat Service City Hall	Paid by Check # 106915		05/09/2025	05/13/2025	05/13/2025		05/16/2025	61.72
Account **6360.570 - Maint & Repairs Other Svc Agr** Totals							Invoice Transactions	1		$61.72
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	April 2025 313-6	PG&E 6793435313-6	Paid by Check # 106940		04/24/2025	05/13/2025	05/13/2025		05/16/2025	8,503.89
10463 - Pacific Gas & Electric	May 2025 562-0	PG&E - 4758891562-0	Paid by Check # 106940		05/08/2025	05/13/2025	05/13/2025		05/16/2025	1,564.15
Account **6380.300 - Utilities Gas & Electric** Totals							Invoice Transactions	2		$10,068.04
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Apr 2025 56-018	208 Palm Ave (000056-018)	Paid by Check # 106929		04/14/2025	05/01/2025	05/01/2025		05/16/2025	250.66
10349 - Marina Coast Water District	Apr 2025 56-017	208 Palm Ave Unit A (000056-017)	Paid by Check # 106929		04/14/2025	05/01/2025	05/01/2025		05/16/2025	71.59
10349 - Marina Coast Water District	Apr 2025 56-041	Acct #000056041 3260 Imjin Road	Paid by Check # 106929		04/28/2025	05/13/2025	05/13/2025		05/16/2025	346.91
Account **6380.500 - Utilities Water & Sewer** Totals							Invoice Transactions	3		$669.16

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Payment Date Range 05/16/25 - 05/16/25

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 **190 - Citywide Non-Dept**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.635 - Material & Suppl Postage Shipping**										
10480 - Pitney Bowes	3107217009	Postage Meter Quarterly Lease - March-June 2025	Paid by Check # 106941		05/12/2025	05/13/2025	05/13/2025		05/16/2025	1,375.38
Account **6400.635 - Material & Suppl Postage Shipping** Totals								Invoice Transactions	1	$1,375.38
Account **6600.452 - Other Charges Leased Copier**										
11451 - Monterey Bay Office Products - US Bank	554905265	City Hall Copier Lease - May 2025	Paid by Check # 106930		05/04/2025	05/13/2025	05/13/2025		05/16/2025	380.20
Account **6600.452 - Other Charges Leased Copier** Totals								Invoice Transactions	1	$380.20
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions	11	$16,637.85
Division **000 - Non-Div** Totals								Invoice Transactions	11	$16,637.85
Department **190 - Citywide Non-Dept** Totals								Invoice Transactions	11	$16,637.85
Department **210 - Police**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10334 - Lexis Nexis Risk Solutions	1100137762	April 2025 Minimum Commitment	Paid by Check # 106928		04/30/2025	05/30/2025	05/01/2025		05/16/2025	150.00
Account **6300.570 - Prof Svc Other** Totals								Invoice Transactions	1	$150.00
Account **6360.050 - Maint & Repairs Building**										
10239 - First Alarm	884577	Service Call - Ticket 236533	Paid by EFT # 6136		05/07/2025	05/07/2025	05/01/2025		05/16/2025	35.00
10239 - First Alarm	884570	Service Call and Labor - Ticket 232844	Paid by EFT # 6136		05/07/2025	05/07/2025	05/01/2025		05/16/2025	355.00
Account **6360.050 - Maint & Repairs Building** Totals								Invoice Transactions	2	$390.00
Account **6360.342 - Maint & Repairs IT - System Annual Maint**										
11131 - Online Solutions LLC - Citizenserve	6039	Annual Billing - user subscription 8/01/25 - 7/31/26	Paid by Check # 106939		04/07/2025	05/12/2025	05/12/2025		05/16/2025	10,500.00
Account **6360.342 - Maint & Repairs IT - System Annual Maint** Totals								Invoice Transactions	1	$10,500.00
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228894	Janitorial Service Police/Fire/Airport March 2025	Paid by EFT # 6133		03/24/2025	05/01/2025	05/01/2025		05/16/2025	1,308.00
Account **6360.360 - Maint & Repairs Janitorial** Totals								Invoice Transactions	1	$1,308.00
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268888	Unleaded Fuel	Paid by Check # 106931		04/17/2025	05/08/2025	05/08/2025		05/16/2025	4,753.78

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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 **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	269060	City Fuel	Paid by Check # 106931		04/22/2025	05/08/2025	05/08/2025		05/16/2025	1,782.66
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals							Invoice Transactions	2		$6,536.44
Account **6400.565 - Material & Suppl Office Supplies**										
10498 - Quill Corporation	43810541	Office Supplies	Paid by Check # 106943		04/21/2025	05/01/2025	05/01/2025		05/16/2025	398.46
10498 - Quill Corporation	43809094	Office Supplies - fingerprint pad	Paid by Check # 106943		04/21/2025	05/01/2025	05/01/2025		05/16/2025	90.28
Account **6400.565 - Material & Suppl Office Supplies** Totals							Invoice Transactions	2		$488.74
Account **6400.635 - Material & Suppl Postage Shipping**										
10235 - FedEx	8-849-01256	Acct # 3995-9218-6	Paid by Check # 106918		05/02/2025	05/02/2025	05/01/2025		05/16/2025	21.22
Account **6400.635 - Material & Suppl Postage Shipping** Totals							Invoice Transactions	1		$21.22
Account **6400.735 - Material & Suppl Office Equip**										
10498 - Quill Corporation	43797545	Office Equipment - Computer Desk	Paid by Check # 106943		04/21/2025	05/01/2025	05/01/2025		05/16/2025	107.93
Account **6400.735 - Material & Suppl Office Equip** Totals							Invoice Transactions	1		$107.93
Account **6500.620 - Training & Travel POST**										
11408 - Christopher Johnson - Employee	5-27-25	Per Diem Johnson SLI Session 8	Paid by EFT # 6134		05/12/2025	05/12/2025	05/12/2025		05/16/2025	174.00
11824 - Gabriel Rose - Employee	5-27-25	Per Diem Rose - Less Lethal Weapons and Diversionary Devices Ins	Paid by Check # 106920		05/13/2025	05/13/2025	05/13/2025		05/16/2025	161.00
11460 - Sacramento County Sheriffs Dept. - SSDTTF	5-28-25	Less Lethal Weapon & Diversionary Devices Instructor	Paid by Check # 106944		04/07/2025	05/13/2025	05/13/2025		05/16/2025	664.00
10531 - Santa Clara County Sheriff's Office	1800093465	CIT Class - CSO Bains Training	Paid by Check # 106948		04/10/2025	05/02/2025	05/02/2025		05/16/2025	110.00
Account **6500.620 - Training & Travel POST** Totals							Invoice Transactions	4		$1,109.00
Account **6500.700 - Training & Travel Training & Travel**										
12049 - Jason Louis / The Briefing Room, LLC	1312	Online Law Enforxement Training - Annual Subscription	Paid by Check # 106923		05/09/2025	05/09/2025	05/01/2025		05/16/2025	880.24
Account **6500.700 - Training & Travel Training & Travel** Totals							Invoice Transactions	1		$880.24
Account **6600.625 - Other Charges Printing Svc**										
12091 - MP EXPRESS, INC.	77816	Business Cards - 1 staff member	Paid by Check # 106934		05/07/2025	05/07/2025	05/01/2025		05/16/2025	143.60
Account **6600.625 - Other Charges Printing Svc** Totals							Invoice Transactions	1		$143.60

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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** Totals			Invoice Transactions	17		$21,635.17
				Division **000 - Non-Div** Totals			Invoice Transactions	17		$21,635.17
				Department **210 - Police** Totals			Invoice Transactions	17		$21,635.17
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-J	Apartment Inspections (22 Apartments)	Paid by Check # 106914		05/06/2025	05/12/2025	05/12/2025		05/16/2025	1,650.00
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	1		$1,650.00
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228894	Janitorial Service Police/Fire/Airport March 2025	Paid by EFT # 6133		03/24/2025	05/01/2025	05/01/2025		05/16/2025	517.00
				Account **6360.360 - Maint & Repairs Janitorial** Totals			Invoice Transactions	1		$517.00
Account **6380.150 - Utilities Comm Phone System**										
10603 - Verizon Wireless	6111914906	371782403-00002 FD Mobile Mar 26 - Apr 25	Paid by EFT # 6145		04/25/2025	05/14/2025	05/14/2025		05/16/2025	546.95
				Account **6380.150 - Utilities Comm Phone System** Totals			Invoice Transactions	1		$546.95
Account **6400.100 - Material & Suppl CSA 74 Funded**										
10077 - Bound Tree Medical LLC	85766100	Medical Supplies	Paid by Check # 106910		05/09/2025	05/12/2025	05/12/2025		05/16/2025	2,839.43
				Account **6400.100 - Material & Suppl CSA 74 Funded** Totals			Invoice Transactions	1		$2,839.43
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268888	Unleaded Fuel	Paid by Check # 106931		04/17/2025	05/08/2025	05/08/2025		05/16/2025	375.30
10416 - Monterey County Petroleum-Sturdy Oil Co.	269060	City Fuel	Paid by Check # 106931		04/22/2025	05/08/2025	05/08/2025		05/16/2025	1,919.45
				Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals			Invoice Transactions	2		$2,294.75
Account **6400.565 - Material & Suppl Office Supplies**										
12202 - Staples, Inc./Staples Contract & Commercial LLC db	6029807644	Blue Recycling Can	Paid by Check # 106951		04/21/2025	05/01/2025	05/01/2025		05/16/2025	8.85
				Account **6400.565 - Material & Suppl Office Supplies** Totals			Invoice Transactions	1		$8.85
Account **6400.739 - Material & Suppl Special Dept Exp-Fire Prevent**										
12091 - MP EXPRESS, INC.	77819	Business Cards for Div. Chief and Admin	Paid by Check # 106934		05/07/2025	05/08/2025	05/08/2025		05/16/2025	177.40
				Account **6400.739 - Material & Suppl Special Dept Exp-Fire Prevent** Totals			Invoice Transactions	1		$177.40
Account **6400.740 - Material & Suppl Special Dept Suppl**										
10927 - Ace Hardware - Fire Dept.	091409	Cust #204 - Fasteners	Paid by Check # 106906		05/13/2025	05/13/2025	05/13/2025		05/16/2025	13.44

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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 **6400.740 - Material & Suppl Special Dept Suppl**										
10927 - Ace Hardware - Fire Dept.	091414	Fasteners, Dishwasher Pods	Paid by Check # 106906		05/13/2025	05/14/2025	05/14/2025		05/16/2025	33.66
10868 - Ergometrics and Applied Personnel Research, Inc.	147212	Fire Team Promotional Testing	Paid by Check # 106917		04/30/2025	05/08/2025	05/08/2025		05/16/2025	2,503.65
			Account **6400.740 - Material & Suppl Special Dept Suppl** Totals					Invoice Transactions	3	$2,550.75
Account **6500.700 - Training & Travel Training & Travel**										
11149 - Athena Suich- Employee only	05.01.25	Per Diem 5 days Know your Apparatus	Paid by Check # 106908		05/01/2025	05/01/2025	05/01/2025		05/16/2025	230.00
10971 - Jesse Alvarenga - Employee only	05.01.25	Per Diem 5 days Know your Apparatus	Paid by Check # 106924		05/01/2025	05/01/2025	05/01/2025		05/16/2025	230.00
12042 - Samantha Flores - Employee only	05.01.25	Per Diem 5 days Know your Apparatus	Paid by Check # 106947		05/01/2025	05/01/2025	05/01/2025		05/16/2025	230.00
			Account **6500.700 - Training & Travel Training & Travel** Totals					Invoice Transactions	3	$690.00
Account **6600.340 - Other Charges Insur - Liability**										
10439 - Myers Stevens & Toohey Co	1439465	Reserve Firefighters Insurance Invoice	Paid by Check # 106935		04/21/2025	05/09/2025	05/09/2025		05/16/2025	1,845.00
			Account **6600.340 - Other Charges Insur - Liability** Totals					Invoice Transactions	1	$1,845.00
Account **6700.130 - Capital Outlay Vehicles**										
10323 - L.N. Curtis & Sons	INV944986	New Truck Equipment	Paid by EFT # 6141		05/06/2025	05/07/2025	05/07/2025		05/16/2025	3,471.43
10323 - L.N. Curtis & Sons	INV946799	Equipment for Fire Truck	Paid by EFT # 6141		05/09/2025	05/12/2025	05/12/2025		05/16/2025	1,815.42
			Account **6700.130 - Capital Outlay Vehicles** Totals					Invoice Transactions	2	$5,286.85
			Sub-Division **00 - Non-Subdiv** Totals					Invoice Transactions	17	$18,406.98
			Division **000 - Non-Div** Totals					Invoice Transactions	17	$18,406.98
			Department **250 - Fire** Totals					Invoice Transactions	17	$18,406.98
Department **310 - Public Works**										
Division **311 - Buildings & Grounds**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.570 - Prof Svc Other**										
10005 - A-1 Sweeping Service	April 2025	Marina Sweeping Service	Paid by Check # 106905		04/30/2025	05/08/2025	05/08/2025		05/16/2025	8,415.00
			Account **6300.570 - Prof Svc Other** Totals					Invoice Transactions	1	$8,415.00
Account **6360.065 - Maint & Repairs Bdg NonFlagship**										
10728 - Ace Hardware-Public Works	091059	Key	Paid by Check # 106907		04/01/2025	04/25/2025	04/25/2025		05/16/2025	5.45
10728 - Ace Hardware-Public Works	090781	keys	Paid by Check # 106907		02/26/2025	04/25/2025	04/25/2025		05/16/2025	8.72

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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**										
10250 - Gavilan Pest Control	0169575	3126 Shoemaker at Pond	Paid by Check # 106921		04/28/2025	05/08/2025	05/08/2025		05/16/2025	80.00
10250 - Gavilan Pest Control	0169638	Preston Park	Paid by Check # 106921		04/11/2025	05/08/2025	05/08/2025		05/16/2025	180.00
10250 - Gavilan Pest Control	0169574	Marina Libary 190 Seaside Cir	Paid by Check # 106921		04/30/2025	05/08/2025	05/08/2025		05/16/2025	300.00
10250 - Gavilan Pest Control	0169637	Preston Park	Paid by Check # 106921		04/30/2025	05/08/2025	05/08/2025		05/16/2025	180.00
10250 - Gavilan Pest Control	0170241	211 Hillcrest Ave	Paid by Check # 106921		05/02/2025	05/12/2025	05/12/2025		05/16/2025	82.00
Account **6360.065 - Maint & Repairs Bdg NonFlagship** Totals							Invoice Transactions	7		$836.17
Account **6360.440 - Maint & Repairs Landscape General**										
10599 - Valley Saw & Garden Equipment	404495	FS250R 5 Machine Total	Paid by Check # 106956		04/07/2025	04/25/2025	04/25/2025		05/16/2025	593.61
Account **6360.440 - Maint & Repairs Landscape General** Totals							Invoice Transactions	1		$593.61
Account **6360.690 - Maint & Repairs Supplies**										
10292 - Interstate Battery	50297849	Batteries	Paid by Check # 106922		04/11/2025	04/25/2025	04/25/2025		05/16/2025	338.20
Account **6360.690 - Maint & Repairs Supplies** Totals							Invoice Transactions	1		$338.20
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Apr 2025 56-045	3100 Preston Dr	Paid by Check # 106929		04/21/2025	04/25/2025	04/25/2025		05/16/2025	3,676.04
10349 - Marina Coast Water District	Apr 2025 56-046	3100 Preston Dr	Paid by Check # 106929		04/21/2025	04/25/2025	04/25/2025		05/16/2025	198.82
10349 - Marina Coast Water District	Apr 2025 56-019	211 Hillcrest Ave (000056-019)	Paid by Check # 106929		04/14/2025	05/01/2025	05/01/2025		05/16/2025	709.46
10349 - Marina Coast Water District	Apr 2025 56-001	209-13 Cypress Ave (000056-001)	Paid by Check # 106929		04/14/2025	05/01/2025	05/01/2025		05/16/2025	197.90
10349 - Marina Coast Water District	Apr 2025 56-111	Imjin Pkwy & Preston Dr (000056-111)	Paid by Check # 106929		04/21/2025	05/01/2025	05/01/2025		05/16/2025	215.71
Account **6380.500 - Utilities Water & Sewer** Totals							Invoice Transactions	5		$4,997.93
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268888	Unleaded Fuel	Paid by Check # 106931		04/17/2025	05/08/2025	05/08/2025		05/16/2025	187.65
10416 - Monterey County Petroleum-Sturdy Oil Co.	269060	City Fuel	Paid by Check # 106931		04/22/2025	05/08/2025	05/08/2025		05/16/2025	70.37
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals							Invoice Transactions	2		$258.02

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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 **6400.737 - Material & Suppl Tools & Equip**										
10967 - Monterey Signs, Inc.	26420	Magnets Building	Paid by EFT # 6142		04/24/2025	04/25/2025	04/25/2025		05/16/2025	409.69
			Account **6400.737 - Material & Suppl Tools & Equip** Totals				Invoice Transactions	1		$409.69
Account **6400.800 - Material & Suppl Uniform**										
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110682576	PW Uniforms	Paid by Check # 106957		04/25/2025	04/25/2025	04/25/2025		05/16/2025	138.68
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110682577	PW Shop Supplies	Paid by Check # 106957		04/25/2025	04/25/2025	04/25/2025		05/16/2025	73.51
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110690891	PW Shop Towels	Paid by Check # 106957		05/09/2025	05/12/2025	05/12/2025		05/16/2025	73.51
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110690890	pw uniforms	Paid by Check # 106957		05/09/2025	05/12/2025	05/12/2025		05/16/2025	235.82
			Account **6400.800 - Material & Suppl Uniform** Totals				Invoice Transactions	4		$521.52
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	22		$16,370.14
			Division **311 - Buildings & Grounds** Totals				Invoice Transactions	22		$16,370.14
Division **313 - Vehicle Maint**										
Sub-Division **00 - Non-Subdiv**										
Account **6360.850 - Maint & Repairs Vehicle**										
10428 - Monterey Tire Service	1-123959	19 dodge durango ssv	Paid by Check # 106933		04/18/2025	05/08/2025	05/08/2025		05/16/2025	831.80
10528 - Salinas Valley Ford	123157	Expedition 2008	Paid by Check # 106945		05/03/2025	05/08/2025	05/08/2025		05/16/2025	2,563.33
12181 - Sound Billing, LLC / MyFleetCenter	45425562	2020 Dodge durnago	Paid by Check # 106950		05/10/2025	05/12/2025	05/12/2025		05/16/2025	124.79
12181 - Sound Billing, LLC / MyFleetCenter	45425638	2017 Ford Truck FD Unit 1701	Paid by Check # 106950		05/12/2025	05/12/2025	05/12/2025		05/16/2025	88.55
			Account **6360.850 - Maint & Repairs Vehicle** Totals				Invoice Transactions	4		$3,608.47
			Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	4		$3,608.47
			Division **313 - Vehicle Maint** Totals				Invoice Transactions	4		$3,608.47
			Department **310 - Public Works** Totals				Invoice Transactions	26		$19,978.61

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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 **6330.100 - Fee Agr Costs - Planning**										
12199 - BEK COLLECTIVE INC / BEK COLLECTIVE	030-005-006	Dunes Roundabout	Paid by Check # 106909		05/07/2025	05/05/2025	05/05/2025		05/16/2025	2,937.50
Account **6330.100 - Fee Agr Costs - Planning** Totals								Invoice Transactions 1		$2,937.50
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268888	Unleaded Fuel	Paid by Check # 106931		04/17/2025	05/08/2025	05/08/2025		05/16/2025	125.10
10416 - Monterey County Petroleum-Sturdy Oil Co.	269060	City Fuel	Paid by Check # 106931		04/22/2025	05/08/2025	05/08/2025		05/16/2025	46.91
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals								Invoice Transactions 2		$172.01
Sub-Division **00 - Non-Subdiv** Totals								Invoice Transactions 3		$3,109.51
Division **000 - Non-Div** Totals								Invoice Transactions 3		$3,109.51
Department **410 - Planning** Totals								Invoice Transactions 3		$3,109.51
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	60853	Dunes Phase 2 North Inspections	Paid by EFT # 6135		04/11/2025	05/06/2025	05/06/2025		05/16/2025	2,394.00
10171 - CSG Consultants	60862	Sea Haven Inspection Phase 3B	Paid by EFT # 6135		04/11/2025	05/06/2025	05/06/2025		05/16/2025	4,959.00
10171 - CSG Consultants	60863	Sea Haven Inspection Phase 4	Paid by EFT # 6135		04/11/2025	05/06/2025	05/06/2025		05/16/2025	8,379.00
Account **6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check** Totals								Invoice Transactions 3		$15,732.00
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection**										
10171 - CSG Consultants	60845	Permits/Development	Paid by EFT # 6135		04/11/2025	05/08/2025	05/08/2025		05/16/2025	15,732.00
10171 - CSG Consultants	60849	PWD Services	Paid by EFT # 6135		04/11/2025	05/08/2025	05/08/2025		05/16/2025	10,760.00
10171 - CSG Consultants	60850	RDA Support	Paid by EFT # 6135		04/11/2025	05/01/2025	05/01/2025		05/16/2025	7,540.00
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection** Totals								Invoice Transactions 3		$34,032.00
Account **6300.185 - Prof Svc Engineering Svs-Staff Augment**										
10171 - CSG Consultants	60846	Staff Augmentation	Paid by EFT # 6135		04/11/2025	05/01/2025	05/01/2025		05/16/2025	5,415.00
Account **6300.185 - Prof Svc Engineering Svs-Staff Augment** Totals								Invoice Transactions 1		$5,415.00
Account **6300.190 - Prof Svc Engineering Svc Interagency**										
10171 - CSG Consultants	60847	MCWD	Paid by EFT # 6135		04/11/2025	05/01/2025	05/01/2025		05/16/2025	456.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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	60848	TAMC	Paid by EFT # 6135		04/11/2025	05/01/2025	05/01/2025		05/16/2025	570.00
			Account **6300.190 - Prof Svc Engineering Svc Interagency** Totals				Invoice Transactions	2		$1,026.00
Account **6330.200 - Fee Agr Costs - Engineering**										
10171 - CSG Consultants	60861	Marina Station Inspections Phase 1 and 2	Paid by EFT # 6135		04/11/2024	05/08/2025	05/08/2025		05/16/2025	12,045.00
10171 - CSG Consultants	60854	Dunes Phase 2 West Inspections	Paid by EFT # 6135		04/11/2025	05/06/2025	05/06/2025		05/16/2025	5,130.00
10171 - CSG Consultants	60855	Dunes Phase 3 North	Paid by EFT # 6135		04/11/2025	05/06/2025	05/06/2025		05/16/2025	4,185.00
10171 - CSG Consultants	60856	Dunes Phase 3 South	Paid by EFT # 6135		04/11/2025	05/06/2025	05/06/2025		05/16/2025	1,824.00
10171 - CSG Consultants	60857	Dunes Promenade 1B Inspections	Paid by EFT # 6135		04/11/2025	05/06/2025	05/06/2025		05/16/2025	3,591.00
10171 - CSG Consultants	60858	Inspections Dunes Phase 3 North Improvements	Paid by EFT # 6135		04/11/2025	05/06/2025	05/06/2025		05/16/2025	2,052.00
10171 - CSG Consultants	60859	Lightfighter Village 229 Hayes	Paid by EFT # 6135		04/11/2025	05/06/2025	05/06/2025		05/16/2025	228.00
10171 - CSG Consultants	60865	Seacrest Apartments 3108 Seacrest Ave	Paid by EFT # 6135		04/11/2025	05/08/2025	05/08/2025		05/16/2025	684.00
10171 - CSG Consultants	60866	Seville Row Townhomes (3108 Seacrest Ave)	Paid by EFT # 6135		04/11/2025	05/08/2025	05/08/2025		05/16/2025	855.00
10171 - CSG Consultants	60867	Via Del Mar Subdivision (3320 Abdy Way)	Paid by EFT # 6135		04/11/2025	05/08/2025	05/08/2025		05/16/2025	855.00
			Account **6330.200 - Fee Agr Costs - Engineering** Totals				Invoice Transactions	10		$31,449.00
Account **6400.565 - Material & Suppl Office Supplies**										
10734 - Office Depot-Public Works Dept.	421053219001	Corp Yard	Paid by Check # 106938		04/22/2025	05/08/2025	05/08/2025		05/16/2025	105.99
10734 - Office Depot-Public Works Dept.	421053838001	Corp Yard	Paid by Check # 106938		04/23/2025	05/08/2025	05/08/2025		05/16/2025	109.74
10734 - Office Depot-Public Works Dept.	418497542001	Annex Printer Ink	Paid by Check # 106938		04/28/2025	05/12/2025	05/12/2025		05/16/2025	906.75
10734 - Office Depot-Public Works Dept.	421874372001	Annex	Paid by Check # 106938		04/25/2025	05/12/2025	05/12/2025		05/16/2025	153.49
10734 - Office Depot-Public Works Dept.	422603786001	corp yard	Paid by Check # 106938		05/02/2025	05/12/2025	05/12/2025		05/16/2025	1,672.61
			Account **6400.565 - Material & Suppl Office Supplies** Totals				Invoice Transactions	5		$2,948.58

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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** Totals				Invoice Transactions	24	$90,602.58
				Division **000 - Non-Div** Totals				Invoice Transactions	24	$90,602.58
				Department **420 - Engineering** Totals				Invoice Transactions	24	$90,602.58
Department **430 - Building Inspection**										
Division **000 - Non-Div**										
Sub-Division **00 - Non-Subdiv**										
Account **6300.070 - Prof Svc Building Plan Check & Inspection**										
10171 - CSG Consultants	60864	Sea Haven Phase 4 Map/Plan review	Paid by EFT # 6135		04/11/2025	05/08/2025	05/08/2025		05/16/2025	456.00
10171 - CSG Consultants	B250542	Building Plan Review Services	Paid by EFT # 6135		05/01/2025	05/12/2025	05/12/2025		05/16/2025	1,101.75
				Account **6300.070 - Prof Svc Building Plan Check & Inspection** Totals				Invoice Transactions	2	$1,557.75
Account **6300.100 - Prof Svc Code Enforcement**										
10171 - CSG Consultants	60775	Code Enforcement	Paid by EFT # 6135		04/09/2025	05/15/2025	05/15/2025		05/16/2025	1,560.00
				Account **6300.100 - Prof Svc Code Enforcement** Totals				Invoice Transactions	1	$1,560.00
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	3	$3,117.75
				Division **000 - Non-Div** Totals				Invoice Transactions	3	$3,117.75
				Department **430 - Building Inspection** Totals				Invoice Transactions	3	$3,117.75
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.	268888	Unleaded Fuel	Paid by Check # 106931		04/17/2025	05/08/2025	05/08/2025		05/16/2025	312.75
10416 - Monterey County Petroleum-Sturdy Oil Co.	269060	City Fuel	Paid by Check # 106931		04/22/2025	05/08/2025	05/08/2025		05/16/2025	117.28
				Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals				Invoice Transactions	2	$430.03
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	2	$430.03
				Division **100 - Admin** Totals				Invoice Transactions	2	$430.03
Division **512 - Teen**										
Sub-Division **00 - Non-Subdiv**										
Account **6400.658 - Material & Suppl Recr Teen Progr**										
10084 - BSN Sports Inc	928341661	customer # 1107299	Paid by Check # 106911		12/23/2024	05/12/2025	05/12/2025		05/16/2025	68.32
				Account **6400.658 - Material & Suppl Recr Teen Progr** Totals				Invoice Transactions	1	$68.32
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	1	$68.32
				Division **512 - Teen** Totals				Invoice Transactions	1	$68.32
				Department **510 - Recreation & Culture** Totals				Invoice Transactions	3	$498.35
				Fund **100 - General Fund** Totals				Invoice Transactions	111	$183,180.16

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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**										
10534 - Scudder Roofing Company	R70100-001	Library Roofing	Paid by Check # 106949		04/14/2025	04/25/2025	04/25/2025		05/16/2025	3,960.00
Account **6360.060 - Maint & Repairs Bdg Library** Totals							Invoice Transactions	1		$3,960.00
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$3,960.00
Division **000 - Non-Div** Totals							Invoice Transactions	1		$3,960.00
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$3,960.00
Fund **130 - Library Maintenance** Totals							Invoice Transactions	1		$3,960.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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	1602-616314	Propane	Paid by Check # 106952		04/25/2025	05/08/2025	05/08/2025		05/16/2025	492.66
Account **6360.690 - Maint & Repairs Supplies** Totals							Invoice Transactions	1		$492.66
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	Apr 2025 533-8	Lake Dr @ Reservation Rd (2253666533-8)	Paid by Check # 106940		04/16/2025	04/25/2025	04/25/2025		05/16/2025	181.92
10463 - Pacific Gas & Electric	April 2025 313-6	PG&E 6793435313-6	Paid by Check # 106940		04/24/2025	05/13/2025	05/13/2025		05/16/2025	981.64
10463 - Pacific Gas & Electric	May 2025 943-2	PG&E - 6150212943-2	Paid by Check # 106940		05/07/2025	05/13/2025	05/13/2025		05/16/2025	105.37
10463 - Pacific Gas & Electric	May 2025 582-7	PG&E - 8161432582-7	Paid by Check # 106940		05/07/2025	05/13/2025	05/13/2025		05/16/2025	206.72
10463 - Pacific Gas & Electric	May 2025 085-2	PG&E - 5434906085-2	Paid by Check # 106940		05/07/2025	05/13/2025	05/13/2025		05/16/2025	121.00
10463 - Pacific Gas & Electric	May 2025 353-7	PG&E - 9930567353-7	Paid by Check # 106940		05/07/2025	05/13/2025	05/13/2025		05/16/2025	77.72
10463 - Pacific Gas & Electric	May 2025 202-3	PG&E - 6594070202-3	Paid by Check # 106940		05/08/2025	05/13/2025	05/13/2025		05/16/2025	139.85
10463 - Pacific Gas & Electric	May 2025 720-0	PG&E - 0167505720-0	Paid by Check # 106940		05/08/2025	05/13/2025	05/13/2025		05/16/2025	1,150.34
Account **6380.300 - Utilities Gas & Electric** Totals							Invoice Transactions	8		$2,964.56
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Apr 2025 56-021	Reservation Rd/by 290-308 Reservation (000056-021)	Paid by Check # 106929		04/14/2025	05/01/2025	05/01/2025		05/16/2025	65.06
10349 - Marina Coast Water District	Apr 2025 56-020	304 Hillcrest Ave (000056-020)	Paid by Check # 106929		04/14/2025	05/01/2025	05/01/2025		05/16/2025	106.05
10349 - Marina Coast Water District	Apr 2025 56-016	Resev Rd & Seacrest Ave-Next to FIre Hyd (000056-016)	Paid by Check # 106929		04/14/2025	05/01/2025	05/01/2025		05/16/2025	65.06
Account **6380.500 - Utilities Water & Sewer** Totals							Invoice Transactions	3		$236.17
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268888	Unleaded Fuel	Paid by Check # 106931		04/17/2025	05/08/2025	05/08/2025		05/16/2025	187.65
10416 - Monterey County Petroleum-Sturdy Oil Co.	269060	City Fuel	Paid by Check # 106931		04/22/2025	05/08/2025	05/08/2025		05/16/2025	946.45
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals							Invoice Transactions	2		$1,134.10

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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 **6400.733 - Material & Suppl Signs**										
10108 - Capitol Barricade, Inc.	177289	Assembly Parts	Paid by Check # 106913		05/08/2025	05/12/2025	05/12/2025		05/16/2025	946.82
Account **6400.733 - Material & Suppl Signs** Totals							Invoice Transactions	1		$946.82
Account **6400.750 - Material & Suppl Street Material (non-capitalize)**										
10261 - Graniterock/Pavex Construction	2221856	Wilson Road Materials	Paid by EFT # 6138		04/19/2025	04/25/2025	04/25/2025		05/16/2025	860.89
10261 - Graniterock/Pavex Construction	2224357	Granite Patch	Paid by EFT # 6138		04/30/2025	05/08/2025	05/08/2025		05/16/2025	1,283.21
Account **6400.750 - Material & Suppl Street Material (non-capitalize)** Totals							Invoice Transactions	2		$2,144.10
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	17		$7,918.41
Division **000 - Non-Div** Totals							Invoice Transactions	17		$7,918.41
Department **000 - Non-Dept** Totals							Invoice Transactions	17		$7,918.41
Fund **220 - Gas Tax** Totals							Invoice Transactions	17		$7,918.41

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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**										
10502 - RANDAZZO ENTERPRISES, INC.	057115	Blight Removal	Paid by EFT # 6143		03/12/2025	05/13/2025	05/13/2025		05/16/2025	72,842.34
11884 - National Construction Rentals, Inc.	7805653	2nd Ave & 8th St	Paid by Check # 106936		04/23/2025	05/08/2025	05/08/2025		05/16/2025	363.12
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions 2			$73,205.46
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions 2			$73,205.46
				Division **000 - Non-Div** Totals			Invoice Transactions 2			$73,205.46
				Department **000 - Non-Dept** Totals			Invoice Transactions 2			$73,205.46
				Fund **223 - FORA Dissolution** Totals			Invoice Transactions 2			$73,205.46

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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	60840	Seabreeze	Paid by EFT # 6135		04/11/2025	05/01/2025	05/01/2025		05/16/2025	456.00
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection** Totals							Invoice Transactions	1		$456.00
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	1		$456.00
Division **000 - Non-Div** Totals							Invoice Transactions	1		$456.00
Department **000 - Non-Dept** Totals							Invoice Transactions	1		$456.00
Fund **232 - Seabreeze AD** Totals							Invoice Transactions	1		$456.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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	April 2025 313-6	PG&E 6793435313-6	Paid by Check # 106940		04/24/2025	05/13/2025	05/13/2025		05/16/2025	(48.16)
Account **6380.300 - Utilities Gas & Electric** Totals							Invoice Transactions 1			($48.16)
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions 1			($48.16)
Division **000 - Non-Div** Totals							Invoice Transactions 1			($48.16)
Department **000 - Non-Dept** Totals							Invoice Transactions 1			($48.16)
Fund **233 - Monterey Bay Estates AD** Totals							Invoice Transactions 1			($48.16)

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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	60841	Cypress Cove II	Paid by EFT # 6135		04/11/2025	05/01/2025	05/01/2025		05/16/2025	1,767.00
Account **6300.180 - Prof Svc Eng Svc- Rev Funded Inspection** Totals							Invoice Transactions	1		$1,767.00
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	April 2025 313-6	PG&E 6793435313-6	Paid by Check # 106940		04/24/2025	05/13/2025	05/13/2025		05/16/2025	(48.70)
Account **6380.300 - Utilities Gas & Electric** Totals							Invoice Transactions	1		($48.70)
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	2		$1,718.30
Division **000 - Non-Div** Totals							Invoice Transactions	2		$1,718.30
Department **000 - Non-Dept** Totals							Invoice Transactions	2		$1,718.30
Fund **235 - Cypress Cove II AD** Totals							Invoice Transactions	2		$1,718.30

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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 **6300.570 - Prof Svc Other**										
10005 - A-1 Sweeping Service	4/21/25	Dunes Sweeping Service	Paid by Check # 106905		04/30/2025	05/08/2025	05/08/2025		05/16/2025	330.00
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	1		$330.00
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	1		$330.00
				Division **000 - Non-Div** Totals			Invoice Transactions	1		$330.00
				Department **000 - Non-Dept** Totals			Invoice Transactions	1		$330.00
				Fund **252 - CFD - Dunes No. 2015-1** Totals			Invoice Transactions	1		$330.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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	25050078	Marina Pavement Management Program	Paid by EFT # 6132		05/08/2025	05/08/2025	05/08/2025		05/16/2025	2,241.00
11847 - BKF Engineers	25040646	Marina Pavement Management Program	Paid by EFT # 6132		04/25/2025	05/08/2025	05/08/2025		05/16/2025	3,020.50
11847 - BKF Engineers	25040647	Marina on-call Design Services Slurry Seal Street	Paid by EFT # 6132		04/25/2025	05/08/2025	05/08/2025		05/16/2025	4,056.50
10171 - CSG Consultants	60842	Annual Street Resurfacing	Paid by EFT # 6135		04/11/2025	05/01/2025	05/01/2025		05/16/2025	7,182.00
				Account **6300.570 - Prof Svc Other** Totals			Invoice Transactions	4		$16,500.00
				Sub-Division **00 - Non-Subdiv** Totals			Invoice Transactions	4		$16,500.00
				Division **000 - Non-Div** Totals			Invoice Transactions	4		$16,500.00
				Department **000 - Non-Dept** Totals			Invoice Transactions	4		$16,500.00
				Fund **422 - Capital Projects - Measure X** Totals			Invoice Transactions	4		$16,500.00

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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**										
11084 - EMC Planning Group	24-074-5	Ft. Ord Dunes State Park	Paid by Check # 106916		04/30/2025	05/12/2025	05/12/2025		05/16/2025	44,694.86
12199 - BEK COLLECTIVE INC / BEK COLLECTIVE	030-003-008	Marina Gateway Signs	Paid by Check # 106909		11/07/2024	05/08/2025	05/08/2025		05/16/2025	526.25
12171 - Butano Geotechnical Engineering, Inc	8659	Glorya Jean Tate Park Phase 2	Paid by Check # 106912		05/08/2025	05/08/2025	05/08/2025		05/16/2025	4,074.00
10171 - CSG Consultants	60843	Imjin Widening	Paid by EFT # 6135		04/11/2025	05/01/2025	05/01/2025		05/16/2025	6,156.00
10171 - CSG Consultants	60844	2nd Ave Ext	Paid by EFT # 6135		04/11/2025	05/01/2025	05/01/2025		05/16/2025	228.00
11084 - EMC Planning Group	24-132-6	Locke Paddon Wetland Community Park & Pond Management Plan	Paid by Check # 106916		04/30/2025	05/12/2025	05/12/2025		05/16/2025	773.92
10316 - Kimley-Horn & Associates, Inc.	31451831	Marina Speed Survey	Paid by Check # 106926		03/31/2025	04/25/2025	04/25/2025		05/16/2025	3,871.25
10316 - Kimley-Horn & Associates, Inc.	30053131	Dunes 2nd Ave	Paid by Check # 106926		10/31/2024	05/06/2025	05/06/2025		05/16/2025	6,768.00
10463 - Pacific Gas & Electric	0008399565-4	EP 5005 3rd Ave	Paid by Check # 106940		05/06/2025	05/08/2025	05/08/2025		05/16/2025	3,000.00
10834 - Tyler Technologies, Inc.(Former New World System)	045-516948	Capital Assets Implementation Session 1	Paid by Check # 106953		04/23/2025	05/13/2025	05/13/2025		05/16/2025	700.00
12217 - LEATHERS & ASSOCIATES INC	12330	Design Day - All Inclusive Park	Paid by Check # 106927		05/12/2025	05/12/2025	05/12/2025		05/16/2025	8,101.54
				Account **6300.570 - Prof Svc Other** Totals				Invoice Transactions	11	$78,893.82
Account **6700.105 - Capital Outlay Construction**										
10425 - Monterey Peninsula Engineering	24-12-49 RET	Old Corp Yard Entry Gate Automation	Paid by Check # 106932		04/24/2025	05/01/2025	05/01/2025		05/16/2025	1,856.35
				Account **6700.105 - Capital Outlay Construction** Totals				Invoice Transactions	1	$1,856.35
				Sub-Division **00 - Non-Subdiv** Totals				Invoice Transactions	12	$80,750.17
				Division **000 - Non-Div** Totals				Invoice Transactions	12	$80,750.17
				Department **000 - Non-Dept** Totals				Invoice Transactions	12	$80,750.17
				Fund **462 - City Capital Projects** Totals				Invoice Transactions	12	$80,750.17

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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**										
11704 - Wellington & Rathie - Robert R Wellington Jr.	26473	Airport Matters - November 2023	Paid by Check # 106958		05/02/2025	05/06/2025	05/06/2025		05/16/2025	280.00
Account **6300.450 - Prof Svc Legal - City Attorney Other Svc** Totals								Invoice Transactions	1	$280.00
Account **6360.280 - Maint & Repairs Habitat Management Svc**										
10250 - Gavilan Pest Control	0169291	Bldg 520 Squirrels	Paid by Check # 106921		04/28/2025	05/28/2025	05/08/2025		05/16/2025	75.00
Account **6360.280 - Maint & Repairs Habitat Management Svc** Totals								Invoice Transactions	1	$75.00
Account **6360.360 - Maint & Repairs Janitorial**										
10080 - Branch's Janitorial	228894	Janitorial Service Police/Fire/Airport March 2025	Paid by EFT # 6133		03/24/2025	05/01/2025	05/01/2025		05/16/2025	410.00
Account **6360.360 - Maint & Repairs Janitorial** Totals								Invoice Transactions	1	$410.00
Account **6360.450 - Maint & Repairs Maint & Repairs**										
10239 - First Alarm	883438	Building 510 Replacement of 4 batteries	Paid by EFT # 6136		04/28/2025	05/27/2025	05/08/2025		05/16/2025	553.57
11382 - John K. Cohan / Telemetrix	4318	Service Call- Gate 20 Inop/replaced hydro motor gate	Paid by Check # 106925		04/24/2025	05/23/2025	05/14/2025		05/16/2025	1,040.00
10582 - Uline Shipping Supply	191436522	Perma Patch for Tarmac Repair	Paid by Check # 106955		04/09/2025	05/08/2025	05/08/2025		05/16/2025	2,987.81
Account **6360.450 - Maint & Repairs Maint & Repairs** Totals								Invoice Transactions	3	$4,581.38
Account **6380.300 - Utilities Gas & Electric**										
10463 - Pacific Gas & Electric	May 2025 608-2	3260 Imjin Ave Bldg 514 (7383993608-2)	Paid by Check # 106940		05/08/2025	05/27/2025	05/14/2025		05/16/2025	1,148.82
Account **6380.300 - Utilities Gas & Electric** Totals								Invoice Transactions	1	$1,148.82
Account **6380.500 - Utilities Water & Sewer**										
10349 - Marina Coast Water District	Apr 2025 56-096	3271 Imjin Rd (000056 096)	Paid by Check # 106929		04/28/2025	05/19/2025	05/13/2025		05/16/2025	110.48
10349 - Marina Coast Water District	Apr 2025 56-051	721 Neeson Rd Bldg 533 (000056 051)	Paid by Check # 106929		04/28/2025	05/19/2025	05/13/2025		05/16/2025	255.42
10349 - Marina Coast Water District	Apr 2025 56-044	781 Neeson Rd Bldg 520 (000056 044)	Paid by Check # 106929		04/28/2025	05/19/2025	05/13/2025		05/16/2025	176.18
10349 - Marina Coast Water District	Apr 2025 56-097	3200 Imjin Rd (000056 097)	Paid by Check # 106929		04/28/2025	05/19/2025	05/13/2025		05/16/2025	631.98
Account **6380.500 - Utilities Water & Sewer** Totals								Invoice Transactions	4	$1,174.06
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel**										
10416 - Monterey County Petroleum-Sturdy Oil Co.	268888	Unleaded Fuel	Paid by Check # 106931		04/17/2025	05/08/2025	05/08/2025		05/16/2025	187.65

Accounts Payable by G/L Distribution Report

Payment Date Range 05/16/25 - 05/16/25

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.	269060	City Fuel	Paid by Check # 106931		04/22/2025	05/08/2025	05/08/2025		05/16/2025	70.37
Account **6400.230 - Material & Suppl Fuel - Gas and Diesel** Totals							Invoice Transactions	2		$258.02
Account **6600.452 - Other Charges Leased Copier**										
11451 - Monterey Bay Office Products - US Bank	554856898	Airport Copier Lease April May 2025	Paid by Check # 106930		05/05/2025	05/29/2025	05/05/2025		05/16/2025	98.11
10592 - U.S. Bank Equipment Finance-USbancorp	552830697	Airport Copier Lease March April 2025	Paid by Check # 106954		04/04/2025	04/29/2025	05/05/2025		05/16/2025	3.26
Account **6600.452 - Other Charges Leased Copier** Totals							Invoice Transactions	2		$101.37
Sub-Division **00 - Non-Subdiv** Totals							Invoice Transactions	15		$8,028.65
Division **000 - Non-Div** Totals							Invoice Transactions	15		$8,028.65
Department **000 - Non-Dept** Totals							Invoice Transactions	15		$8,028.65
Fund **555 - Marina Airport** Totals							Invoice Transactions	15		$8,028.65
Grand Totals							Invoice Transactions	167		$375,998.99

DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
May 20, 2025

ACTION
MINUTES

Tuesday, May 6, 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: None

4. CLOSED SESSION:

   a. Conference with Legal Counsel: Anticipated Litigation (Govt. Code § 54956.9(d)(2)), 2 potential case(s). Based on existing facts and circumstances, there is significant exposure to litigation. Such facts and circumstances creating significant exposure to litigation are not known to potential plaintiff(s).

   b. Real Property Negotiation (Govt. Code Section 54956.8)
      i. Property: 3306 Del Monte Blvd. Scenic Easement Vacation
      Negotiating Party:
      Negotiator(s): City Manager
      Terms: Price and Terms

      ii. Property: Los Arboles Lease with MPUSD
      Negotiating Party: Monterey Peninsula Unified School District
      Negotiator(s): City Manager
      Terms: Price and Terms

6:43 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

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

6. SPECIAL PRESENTATIONS:

   a. Poppy Month Proclamation

   b. Presentation on Izunokuni Friendship City Delegation Visit

7. COUNCIL AND STAFF ANNOUNCEMENTS:

- Councilmember McAdams commented on attending Marina High School's mock interview project. Congratulated Marina High School student Victor Torrez for placing first in the nation at the Moose Scholarship Program and was awarded a $12,000 scholarship.

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.*

- Fred Nelson made comments regarding the last council meeting and the Las Animas Concrete subject. Spoke about Marina being a diverse community and concerns about the government coming in and abducting people regardless of the immigration status. Asked if Marina has a plan to protect the community.
- Nancy Amadeo hopes council read the arborists report on Cypress Cove II. The report points out in great detail how that lack of maintenance is now going to cost us a great deal of money. Citizens of Cypress Cove II are saying yes to put it out there for a 218 election.
- Dan Amadeo the arborist report and the staff report tend to speak for themselves, and the consensus is a majority of people support the idea of doing the 218 election. Noted Cypress Cove II has wanted the 218 election for almost a decade.
- Denise Turley Thanked the City for the installation of the new sidewalks in the front of her unit.

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 106739-106851, totaling $3,467,353.20.

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

        (1) April 15, 2025, Regular City Council Meeting

        (2) April 22, 2025, Special 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: Emily Torres for a claim received on April 26, 2025.

    d. AWARD OF BID: None

    e. CALL FOR BIDS:

        (1) Adopting **Resolution No. 2025-29**, authorizing staff to proceed with the public bidding process for the Marina Municipal Airport Taxilane Rehabilitation Project.

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

        (1) Adopting **Resolution No. 2025-30**, receiving the Fiscal Year 2025-26 Engineer's Report for the Cypress Cove II Landscape Maintenance Assessment District; declaring its intention to form the overlay assessment district and to levy an assessment in Fiscal Year 2025-26 in each district (existing and Overlay); and calling a public hearing and assessment ballot proceeding.

        (2) Adopting **Resolution No. 2025-31**, receiving the Fiscal Year 2025-26 Engineer's Report for the Seabreeze Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2025-26 in that district; and calling a public hearing for May 20, 2025.

        (3) Adopting **Resolution No. 2025-32**, receiving the Fiscal Year 2025-26 Engineer's Report for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District; declaring its intention to levy an assessment in fiscal year 2025-26 in that district; and calling a public hearing for May 20, 2025.

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

        (1) Adopting **Resolution No. 2025-33**, authorizing a professional services agreement with Wallace Group of San Luis Obispo, CA for engineering and land surveying services beginning May 6, 2025, in an amount not to exceed $573,078.00 for the design of a City Park at the Dunes.

(2) Adopting **Resolution No. 2025-34**, approving an agreement with HdL ECONSolutions to provide economic development services in an amount not to exceed $60,750.

(3) Adopting **Resolution No. 2025-35**, approving Amendment No. 2 to Agreement No. A-15987 with the County of Monterey for Animal Services, authorizing the City Manager to execute the agreement, and appropriating funds not to exceed $50,000 for FY 2025–2026.

(4) Adopting **Resolution No. 2025-36**, authorizing a professional services agreement with Wallace Group of San Luis Obispo, CA for program management services beginning July 1, 2025, in an amount not to exceed $855,169.00 for various projects in the Capital Improvement Program (CIP) and the Airport Capital Improvement Program (ACIP).

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

(1) Receive Monterey-Salinas Transit April 14, 2025, Board Meeting Highlights.

(2) Receive Community Human Services April 17, 2025, Board Meeting Highlights.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

Mayor Delgado pulled 10f(1) and 10g(2) for questions/brief discussion

Council Member McCarthy, 10g(3) asked if Spay and Neuter ordinance was being looked into

Councilmember Biala commented on 10g(2) regarding Joby Aviation not being mentioned.

Mayor Pro Tem Visscher requested to abstain from voting on agenda items 10b(1) and 10b(2)

DELGADO/BIALA: TO APPROVE THE CONSENT AGENDA MINUS 10b(1), 10b(2), 10f(1) AND 10g(2). 5-0-0-0 Motion Passes

DELGADO/MCADAMS: TO APPROVE AGENDA ITEMS 10b(1) AND 10b(2). 4-0-0-1(Visscher). Motion Passes

10f(1)

Mayor Delgado asked when was the last time a 218-election happened? Why wasn't another 218-election done after 2014 to cover costs of tree maintenance?

DELGADO/VISSCHER: TO APPROVE AGENDA ITEM 10f(1). 5-0-0-0 Motion Passes

10g(2)

Mayor Delgado asked why Joby was not mentioned.

DELGADO/BIALA: TO APPROVE AGENDA ITEM 10g(2). 5-0-0-0 Motion Passes

11. PUBLIC HEARINGS: *In the Council's discretion, the applicant/proponent of an item may be given up to ten (10) minutes to speak. All other persons may be given up to three (3) minutes to speak on the matter.*

    a. Open a public hearing, take public testimony and consider introducing **Ordinance No. 2025-04**, amending Title 15 of the Marina Municipal Code by adding Chapter 15.07, the State Fire Hazard Severity Zone map.

Mayor Delgado opened the public hearing

- Denise Turley asked what is the requirements for limbing trees around residential structures?

Mayor Delgado closed the public hearing.

The council discussed natural fires and spreading due to embers and asked if this ordinance pertains to Cypress Knolls and new construction areas.

DELGADO/MCADAMS: TO INTRODUCE ORDINANCE NO. 2025-04, AMENDING TITLE 15 OF THE MARINA MUNICIPAL CODE BY ADDING CHAPTER 15.07, THE STATE FIRE HAZARD SEVERITY ZONE MAP. 5-0-0-0 Motion Passes by Roll Call Vote

    b. Open a public hearing, take public testimony and consider introducing **Ordinance No. 2025-05**, amending Title 15, Chapter 15. 32 entitled "Adoption of the California Fire Code (CFC), Section 15.32.890, Subsection 5609.1.4-r of the Marina Municipal Code.

Mayor Delgado opened the public hearing

- Grace Silva-Santella likes and is excited about the change. Approves the amendment.
- Denise Turley expressed concerns about in-the-sky fireworks and police/fire not responding to calls from residents in a timely manner.

Mayor Delgado closed the public hearing.

The council discussed the airport manager's knowledge of the events at the airport and air traffic. Concerns about fireworks at the airport after just approving the State Fire Hazard Severity Zone Map. Safety precautions measures at the airport to prevent fires. Safe-N-Sane fireworks versus illegal. Collection of and disposal of unused fireworks.

MCCARTHY/VISSCHER: TO INTRODUCE ORDINANCE NO. 2025-05, AMENDING TITLE 15, CHAPTER 15. 32 ENTITLED "ADOPTION OF THE CALIFORNIA FIRE CODE (CFC), SECTION 15.32.890, SUBSECTION 5609.1.4-R OF THE MARINA MUNICIPAL CODE. 4-1(McCarthy)-0-0 Motion Passes by Roll Call Vote

12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

a. Adopting **Resolution No. 2025-37**, receiving Marina Police Department's 2024-2025 Annual Military Equipment Report.

Public Comments:

- Jeff Markham asked if the acquisition of the new newer drones would provide any cost savings for helicopter flights. Asked is for the NPR, that was at SRU group, do you train with them? Do you train on that equipment?
- Denise Turley asked if there's a policy for engaging with or dealing with disabled persons.

The council discussed drones vs. fixed winged or helicopter needs. Training with external groups. Drones in personal spaces and needs of a warrant or not to fly. Equipment replacement and replacement timelines. Storage of drones.

MCADAMS/MCCARTHY: ADOPT RESOLUTION NO. 2025-37, RECEIVING MARINA POLICE DEPARTMENT'S 2024-2025 ANNUAL MILITARY EQUIPMENT REPORT; AND APPROVE THE PROPOSED ADDITION OF FOUR (4) NEW DRONES TO THE DEPARTMENT'S INVENTORY. 5-0-0-0 Motion Passes.

b. Adopting **Resolution No. 2025-38**, approving the 2025 Engineering and Traffic Survey with recommended speed limits; and authorize staff to review comments from the City Council and return the Survey recommendations for final acceptance on May 20, 2025.

Public Comments:

- Jeff Markham expressed concerns about the proposed increase on Carmel Ave at California Ave. due to this area being in a school zone.

Discussion: data on wildlife hits along lower area of Reservation Rd. Enforcement of speeds, costs associated with raising speed limits only to put in traffic calming measure later.

BIALA/VISSCHER: TO ADOPT RESOLUTION NO. 2025-38, APPROVING THE 2025 ENGINEERING AND TRAFFIC SURVEY WITH RECOMMENDED SPEED LIMITS; AND AUTHORIZE STAFF TO REVIEW COMMENTS FROM THE CITY COUNCIL AND RETURN THE SURVEY RECOMMENDATIONS FOR FINAL ACCEPTANCE ON MAY 20, 2025; TO INCLUDE 4, 10 TO THE PUBLIC WORKS COMMISSION AND 25, 44 AND 45 ON THAT SHORT LIST OF COME BACK TO US AFTER SOME FURTHER ANALYSIS. 5-0-0-0 Motion Passes

c. Receiving presentation from Kimley-Horn Engineering on the results of the Reservation Road Corridor Study. The study evaluates the feasibility of replacing traffic signalized intersections with roundabouts along Reservation Road, supporting the City's downtown revitalization efforts.

Public Comments:

- Grace Silva-Santella likes the roundabouts in her neighborhood, there's less traffic and it's easier to cross. Spoke about the examples of roundabouts mentioned in the staff report but doesn't think those three can be compared to how these roundabouts will be utilized by pedestrians. Commented about a pedestrian refuse lane being wider. Asked if the businesses had opportunities to comment on this plan to narrow Del Monte and Reservation Rd.
- Jeff Markham asked if MST was still going to contribute funds to do signal light improvements as part of the #20 Surf Line project.
- Denise Turley spoke about safety issues when trying to cross Reservation Road while either pushing a wheelchair or riding in one.
- Nancy Amadeo is excited about the idea of having roundabouts along Reservation Road. Likes the idea of reducing the lanes down to one lane in each direction, much better for an area we want to call downtown.
- Greg Simmons in support of the planned roundabouts and planned bike lanes.
- Liz Billingsley worried about cars getting out at California Ave. Noted bicyclist don't' always stop/yield at the roundabouts and would like the police to start giving them tickets.
- Nancy Forman supports the roundabouts and concerned about reducing the roads down to 2 lanes.

d. City Council to provide direction to staff on several items discussed at the April 29, 2025, joint meeting with the Monterey Peninsula Regional Parks District (MPRPD) board. This presentation is exempt from environmental review per Sec. 15378 of the CEQA guidelines.

Public Comments:

- Jeff Markham spoke about the Citizens Report on Locke Paddon Park. Spoke about the pond conditions, safety concerns and general upkeep of the park. Showed recent pictures of the conditions surrounding the park.
- Grace Silva-Santella commented on the 1994 Vernal Pond Management Plan, which speaks about observation platforms, monthly water checks, filtration pond, clearance of vegetation in the lagoon when it exceeds 20%. Cypress tree maintenance, conversion of non-native grassland to native perennial grassland and dune scrub vegetation. Spoke about the restrictions on parcel 43.
- Mike Moeller would like to see the pond cleaned up. Asked why the city and parks district hasn't followed the plans set in place. Noted it's an on-going issue with people using this area as a dumping ground.
- Greg Simmons is concerned about a significant part of our urban forest. There are at least 80 significant trees on that site, both oaks and large-scale Monterey cypress, the squirls are undermining the root system. Commented on the April 29th joint meeting.

DELGADO/VISSCHER: TO MOVE FORWARD WITH STAFF RECOMMENDATIONS AS LISTED:

1. **DIRECT STAFF AND THE CITY ATTORNEY TO INITIATE A DISCUSSION WITH MPRPD STAFF AND COUNSEL TO DETERMINE THE APPROPRIATE INSTRUMENT (LEASE, MOU, OR OTHER) NEEDED TO PURSUE THE DEVELOPMENT OF AN APPROXIMATELY ONE (1) ACRE ASIAN COMMUNITY GARDEN AT THE SOUTH END OF LOT 43 AND BEGIN THE WORK OF CREATING A COASTAL DEVELOPMENT PERMIT (CDP) APPLICATION AND EIR;**
2. **DIRECT STAFF TO BEGIN DISCUSSIONS WITH MPRPD STAFF ON THE PROCESS TO TRIM THE EXISTING CYPRESS TREES ON LOTS 42 AND 43 (ISAKSON PROPERTY) AND ALONG THE SOUTH SIDE OF SEASIDE CIRCLE (APN 033-121-010), AS NEEDED;**
3. **DIRECT CITY STAFF TO BEGIN WORKING WITH MPRPD STAFF ON A NEW MAINTENANCE AGREEMENT THAT DEFINES ROLES AND RESPONSIBILITIES BETWEEN THE PARTIES; AND**
4. **DIRECT STAFF TO REQUEST THAT MPRPD REMOVE THE RESIDUAL RADIO TOWER INFRASTRUCTURE REMAINING ON APN -006 AT ITS EARLIEST OPPORTUNITY**
5. **COORDINATING WITH MPRPD TO ENSURE ANY EXISTING OR FUTURE IMPROVEMENTS TO CITY DEVELOPMENT ON MPRPD-OWNED PROPERTY HAS APPROPRIATE DOCUMENTATION FOR APPROVALS INCLUDED BUT NOT LIMITED TO:**
    a. **MARTIN LUTHER KING JR SCULPTURE GARDEN**
    b. **OAK WOODLAND COMMUNITY GARDEN INCLUDING PLANTED FRIUT TREES (A.K.A FOOD FOREST)**
    c. **GARDEN SHED**
    d. **DECOMPOSED GRANITE PATHWAYS**
    e. **BILINGUAL INTERPRETIVE PANELS**
    f. **ASIAN AMERICAN GARDEN**
    g. **CHILDREN'S SENSORY GARDEN**

STAFF FURTHER REQUESTS THAT THE COUNCIL AUTHORIZE THE FOLLOWING LONG-TERM ACTIONS AND ACTIVITIES:

1. **STAFF PREPARATION OF A COMPREHENSIVE POND MANAGEMENT/MAINTENANCE/RESTORATION PLAN BASED ON THE FOLLOWING TWO (2) STRATEGIES:**
    a. **A CEQA-EXEMPT "CUTTING THE GREEN TAPE" RESTORATION-BASED MANAGEMENT PLAN, OR**
    b. **A LARGER-SCALE PLAN THAT WOULD REQUIRE AN EIR AND PERMITTING BY MULTIPLE AGENCIES**
2. **POTENTIAL LAND SWAP TO FACILITATE THE MANAGEMENT OF LANDS BASED ON EACH AGENCIES' MISSION AND COMMUNITY GOALS.**

4-0-0-1(McAdams) 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 12:15 A.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

RECEIVED
MAY 06 2025
By

Agenda Item: 10c(1)
May 20, 2025

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

Cynthia Wills — [redacted]
Name of Claimant — Telephone Number (include area code)

[redacted]
Mailing Address — City — CA — Zip Code

SECTION 2: NOTICES

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

Cynthia Wills — [redacted]
Name of Claimant — Telephone Number (include area code)

[redacted]
Mailing Address — City — CA — Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: April 28, 2025
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.

Country Inn & Suites aka Marina Hotels CI LLC
3280 Dunes Drive
Marina CA 93933

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 in violation of the Housing Element under California State law. The City of Marina has not complied with affordable housing and shelter space that is adequate for their jurisdiction.

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.

$30,650.00 per attached two page judgement dated April 25, 2025. In addition to the $30,650.00 the claimants claim include Intentional, negligent and compensatory damages to exceed $75,000.00

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

City council, board, managers and all and any other employees blocking the compliance of state laws relative to housing authority

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: $ n/a

Basis for computation: the amount claimed exceeds $10,000.00 as stated on page one, of this document

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

n/a
Name of Insurance Carrier

( ) n/a
Telephone Number (include area code)

n/a
Mailing Address City State Zip Code

Policy Number: n/a Deductible: $ n/a

Name of registered owner(s) of the vehicle: n/a

Vehicle Make: n/a Model: n/a Year: n/a

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

n/a
Name of Attorney/Representative

( ) n/a
Telephone Number (include area code)

n/a
Mailing Address City

n/a
State Zip Code

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

Relationship to minor: n/a

Minor's date of birth: n/a
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

May 06, 2025
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 us 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 is additional information is required. You may also contact Mr. Maiolini at (707) 792-4980 ext. 206, if you wish to discuss your claim

UD-110

ATTORNEY OR PARTY WITHOUT ATTORNEY	STATE BAR NUMBER: 132633	FOR COURT USE ONLY
NAME: Steven J. Andre FIRM NAME: LAW OFFICE OF STEVEN J. ANDRE STREET ADDRESS: 26080 Carmel Rancho Blvd. 200B CITY: Carmel STATE: CA ZIP CODE: 93923 TELEPHONE NO.: (831)624-5786 FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (name): Plaintiff. MARINA HOTELS CI. LLC		ELECTRONICALLY FILED BY Superior Court of California, County of Monterey On 04/28/2025 By Deputy: Nazarian, Agnes
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY STREET ADDRESS: 1200 Aquaiito Road MAILING ADDRESS: CITY AND ZIP CODE: Monterev. CA 93940 BRANCH NAME:		
PLAINTIFF: MARINA HOTELS CI, LLC DEFENDANT: CITY OF SALINAS. CYNTHIA WILLS		
JUDGMENT—UNLAWFUL DETAINER ☐ By Clerk ☐ By Default ☒ After Court Trial ☒ By Court ☐ Possession Only ☐ Defendant Did Not Appear at Trial		CASE NUMBER: 25CV001414

JUDGMENT

1. ☐ **BY DEFAULT**
   a. Defendant was properly served with a copy of the summons and complaint.
   b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
   c. Defendant's default was entered by the clerk upon plaintiff's application.
   d. ☐ **Clerk's Judgment** (Code Civ. Proc., § 1169). For possession only of the premises described on page 2 (item 4).
   e. ☐ **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
      (1) ☐ plaintiff's testimony and other evidence.
      (2) ☐ plaintiff's or others' written declaration and evidence (Code Civ. Proc., § 585(d)).
2. ☒ **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.
   a. The case was tried on *(date and time):* April 28. 2025
      before *(name of judicial officer):* Hon. Julie R. Culver
   b. Appearances by
      ☒ plaintiff *(name each):* Marina Hotels CI, LLC
      ☒ plaintiff's attorney *(name each):* (1) Steven J. Andre (2)
      ☐ Continued on *Attachment* 2b (form MC-025).
      ☒ defendant *(name each):* Cynthia Wills
      ☒ defendant 's attorney *(name each):* (1) (2) in pro per
      ☐ Continued on *Attachment* 2b (form MC-025).
   c. ☐ Defendant did not appear at trial. Defendant was properly served with notice of trial.
   d. ☒ A statement of decision (Code Civ. Proc., § 632) ☒ was not ☐ was requested.

PLAINTIFF: DEFENDANT:	CASE NUMBER: 25CV001414

JUDGMENT IS ENTERED AS FOLLOWS BY: [x] THE COURT [ ] THE CLERK

3. **Parties.** Judgment is
   a. [x] for plaintiff *(name each):* Marina Hotels CI, LLC

      and against defendant *(name each):* Cynthia Wills

      [ ] Continued on *Attachment* 3a (form MC-025).
   b. [ ] for defendant *(name each):*

4. The party entitled to possession of the premises located at *(street address, apartment, city, and county):*
   3280 Dunes Drive, Room #147, Marina, County of Monterey, California 93933 is
   [x] plaintiff named in item 3a [ ] defendant named in item 3b [ ] defendant listed on attached form UD-110P in item 8b1 (Code Civ. Proc. § 1174.27).
5. [ ] Judgment applies to all occupants of the premises including tenants, subtenants if any, and named claimants if any (Code Civ. Proc., §§ 715.010, 1169, and 1174.3).
6. **Amount and terms of judgment**
   a. [x] Defendant named in item 3a above must pay plaintiff on the complaint

(1) [x] Past-due rent	$	25,480.00
(2) [x] Holdover damages	$	4,830.00
(3) [ ] Attorney fees	$	
(4) [x] Costs	$	340.00
(5) [ ] Other *(specify):*	$	
(6) **TOTAL JUDGMENT**	$	30,650.00

   b. [ ] Plaintiff is to receive nothing from defendant named in item 3b.
      [ ] Defendant named in item 3b is to recover costs: $
      [ ] and attorney fees: $
   c. [x] The rental agreement is canceled. [ ] The lease is forfeited.
7. [ ] **Conditional judgment.** Plaintiff has breached the agreement to provide habitable premises to defendant as stated in *Judgment—Unlawful Detainer Habitable Premises Attachment* (form UD-110H), which is attached.
8. [ ] **Judgment for partial eviction.** A partial eviction is issued as stated in *Judgment—Unlawful Detainer Partial Eviction Attachment* (form UD-110P), which is attached.
9. [ ] Other *(specify):* Termination for at fault just cause - rent default. At will tenancy. Proper Notice.
   [ ] Continued on *Attachment* 9 (form MC-025).

Date: 4/28/2025

[ ] JUDICIAL OFFICER
Hon. Julie R. Culver

Date: [ ] Clerk, by _____, Deputy

(SEAL)

CLERK'S CERTIFICATE *(Optional)*
I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by _____, Deputy

For your protection and privacy, please press the Clear

May 20, 2025 Item No. **10f(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, ESTABLISHING APPROPRIATIONS LIMIT FOR FY2025-26

REQUEST:
It is requested that the City Council:

1. Consider Adopting Resolution No. 2025-, establishing appropriations limit for FY 2025-26

BACKGROUND:
Article 13B of the California Constitution states that a local government's annual appropriations shall not exceed the appropriations limit of the prior year, adjusted for the change in the cost of living and the change in population. Cost of living and population changes for all local governments are determined by the California Department of Finance.

The appropriations limit creates a restriction on the amount of revenue that can be appropriated in any fiscal year. Only revenues that are "proceeds of taxes" are subject to the limitation as defined by the law. Interestingly, this includes State subventions, which are "money received by a local agency from the State, the use of which unrestricted by the statute providing the subvention (Government Code Section 7903)."

Government Code Section 7910 requires a local government to establish its appropriations limit by resolution each year, for the following fiscal year, at a regularly scheduled or noticed special meeting. The meeting of May 20, 2025 has been noticed via regular agenda posting locations and City website.

ANALYSIS:
As part of the establishment of its annual appropriations limit, the City must formally adopt the two (2) variables used in the calculation as determined by the Department of Finance:

1. Cost-of-living change factor, and;
2. Population change factor.

In May 2025, the State of California Department of Finance has determined the change in California's per capita personal income factor as 6.44% ("**EXHIBIT A – Attachment A**"), the change in population for the City of Marina as 1.12% ("**EXHIBIT A – Attachment B**").

These figures combine to produce an appropriations limit calculation factor of 1.0763, which, when applied to the FY 2024-25 appropriations limit of $35,339,301 produces a FY 2025-26 appropriations limit of $38,036,442 ("**EXHIBIT B**").

Based upon the above FY 2025-26 appropriation limit of $38,036,442 and City FY 2025-26 estimated total applicable City local proceed of tax sources, State subventions and/or applicable interest income of approximately $31.6 million, the City is approximately $6.4 million (or 18%) below the limit. Therefore, the City is well within the limit and is compliant with this California State law.

Any challenge to the appropriations limit must be brought to the City of Marina's attention within forty-five (45) days of the effective date of this resolution.

FISCAL IMPACT:
None

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

Prepared by,

_____
Alma Gonzalez
Accounting Services Manager
City of Marina

Respectfully submitted,

_____
Tori Hannah
Finance Director
City of Marina

REVIEWED/CONCUR:

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
ESTABLISHING APPROPRIATIONS LIMIT FOR FY 2025-26

WHEREAS, Article XIIIB of the California Constitution requires a governmental entity to establish an appropriations limit, and;

WHEREAS, California Government Code Section 7910 requires a local government to establish its appropriations limits by resolution each year, for the following fiscal year, at a regularly scheduled or noticed special meeting, and;

WHEREAS, in May 2025, the State of California Department of Finance determined the change in California's per capita personal income factor ("EXHIBIT A - Attachment A"), the change in population for the City of Marina and the change in population for the County of Monterey ("EXHIBIT A - Attachment B"), and;

WHEREAS, the City's estimated proceeds from tax revenues for Fiscal Year 2025-26 are not anticipated to exceed the appropriation limit, and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina establishes appropriations limit for FY 2025-26 at $38,036,442 ("EXHIBIT B").

BE IT FURTHER RESOLVED that any challenge to the appropriations limit must be brought to the City of Marina's attention within forty-five (45) days of the effective date of this resolution.

PASSED AND ADOPTED by the City Council of the City of Marina at regular meeting duly held on the 20th day of May 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

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2025

Dear Fiscal Officer:

Subject: Price Factor and Population

Information Appropriations Limit
California Revenue and Taxation Code Section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2025, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2025-26. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2025-26 appropriations limit. Attachment B provides the city and unincorporated county population percentage change along with the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code Section 2228 provides additional information regarding the appropriations limit. Article XIII B, Section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2025**.

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE STEPHENSHAW
Director

ERIKA LI
Chief Deputy Director

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost-of-living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

2025-26:

Per Capita Cost of Living Change = 6.44 percent
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio: $\frac{6.44 + 100}{100} = 1.0644$

Population converted to a ratio: $\frac{0.28 + 100}{100} = 1.0028$

Calculation of factor for FY 2025-26: 1.0644 x 1.0028 = 1.0674

FISCAL YEAR 2025-26
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Carmel-by-the-Sea City	Monterey	-0.23	3,056	3,049	3,049
Del Rey Oaks City	Monterey	-0.32	1,551	1,546	1,546
Gonzales City	Monterey	-0.30	8,459	8,434	8,434
Greenfield City	Monterey	1.18	20,543	20,785	20,785
King City	Monterey	1.09	14,189	14,344	14,344
Marina City	Monterey	1.12	22,831	23,086	23,086
Monterey City	Monterey	-0.33	24,282	24,202	27,273
Pacific Grove City	Monterey	-0.43	14,935	14,871	14,871
Salinas City	Monterey	-0.24	161,039	160,645	160,645
Sand City	Monterey	-0.27	374	373	373
Seaside City	Monterey	1.35	26,367	26,724	32,019
Soledad City	Monterey	1.80	20,005	20,366	27,310
Balance of County	Monterey	-0.14	105,111	104,962	105,096
Incorporated	Monterey	0.25	317,631	318,425	333,735
County Total	Monterey	0.15	422,742	423,387	438,831

EXHIBIT B

CITY OF MARINA
APPROPRIATION LIMIT FOR FISCAL YEAR 2025-26

The appropriations limit creates a restriction on the amount of revenue which can be appropriated in any fiscal year. Only revenues that are 'proceeds of taxes,' as defined by the State code, are subject to the limitation. The basis for calculating the limit began in fiscal year 1978-79 and is calculated each year based on population changes and inflation.

FY 2023-24 Adopted Appropriation Limit					**$**	**33,465,519**
Annual Adjustment						
Change in Population %	**1.91%**					
Converted to Ratio			1.0191			
Change in Per Capita Income %	**3.62%**					
Converted to Ratio			1.0362			
Combined Factor	1.0191	x	1.0362	=		1.0560
FY 2024-25 Appropriation Limit					**$**	**35,339,301**

FY 2024-25 Adopted Appropriation Limit					**$**	**35,339,301**
Annual Adjustment						
Change in Population %	**1.12%**					
Converted to Ratio			1.0112			
Change in Per Capita Income %	**6.44%**					
Converted to Ratio			1.0644			
Combined Factor	1.0112	x	1.0644	=		1.0763
FY 2025-26 Appropriation Limit					**$**	**38,036,442**

* **Estimated FY 2025-26**		
Taxes	$	30,979,000
Interest Income		648,739
Total General Fund Revenues Subject to Limit	$	31,627,739
Amount Below Limit ($)	$	6,408,703
As a Percent of Total (%)		18%

May 15, 2025 Item No. **10f(2)**

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL TO CONSIDER RESOLUTION 2025-, APPROVING A NEW RECORDS RETENTION SCHEDULE FOR THE CITY CLERK, CITY MANAGER AND HUMAN RESOURCES DEPARTMENTS AND REPEALING PORTIONS OF PREVIOUS RESOLUTION 2002-08

RECOMMENDATION:
It is requested that the City Council:

1. Adopt Resolution No. 2025-, updating the records retention schedules for the Administration Department consisting of the City Clerk, City Manager and Human Resources divisions, and repealing portions of prior Resolution 2020-08.

BACKGROUND:
In January 2020, the City Council adopted Resolution 2020-08 adopting a records retention policy and schedule **(EXHIBIT A).**

There have been many changes in the legal requirements for the retention of records for California cities since 2020, and Marina selected Gladwell Governmental Services, Inc., a consultant specializing in records management for over 250 California cities to update their records retention policies for the Administration Department (City Clerk, City Manager, and Human Resources).

The purpose of the program is to apply efficient and economical methods to the creation, utilization, maintenance, retention, preservation and disposal of all records managed by the City.

(EXHIBIT B) is the proposed new retention period for these departments, which are in compliance with all laws and are standard business practice for California cities.

The Departments that did not have their records retention schedules updated in this latest records retention schedule update will still use the adopted portions of the records retention schedule adopted in 2020.

FISCAL IMPACT:
None.

CONCLUSION:
This request is submitted for City Council consideration and action.

Respectfully submitted,

_____
Cyrah Caburian
Executive Assistant
City of Marina

REVIEWED/CONCUR:

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA UPDATING THE RECORDS RETENTION SCHEDULES FOR THE ADMINISTRATION DEPARTMENT CONSISTING OF THE CITY CLERK, CITY MANAGER AND HUMAN RESOURCES DIVISIONS, AND REPEALING PORTIONS OF PRIOR RESOLUTION 2020-08.

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Marina; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, on January 22, 2020, the City Council adopted Resolution No. 2020-08 approving the Marina Records Retention Policy and Records Retention Schedule; and

WHEREAS, The Administration Department consisting of the City Clerk, City Manager and Human Resources divisions have revised their records retention schedules.

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

SECTION 1. The records of the City Clerk, City Manager and Human Resources Departments of the City of Marina, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney, without further action by the City Council of the City of Marina.

SECTION 2. The Records Retention Policy and any parts or portions of the Records Retention Schedule adopted by Resolution 2020-08 that are in conflict with this resolution and its attachments are hereby repealed.

SECTION 3. The term "records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers as defined by the California Public Records Act.

PASSED AND ADOPTED by the Marina City Council at a regular meeting duly held on the 20th day of May 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

City of Marina
Records Retention/Disposition Schedule

			RETENTION PERIODS			FORMAT	VITAL	DoR	REMARKS	CITATION
			Active	Inactive	Total	See legend on last page				See legend on last page
		COPIES or DUPLICATES of documents for which a department is not the office of record	C	--	C	--	--		It is the policy of the City of Marina that copies distributed to various departments for informational purposes and drafts, notes, or interagency or intra-agency memoranda that are not retained by the public agency in the ordinary course of business may be destroyed by the departments when they are no longer useful for reference	GC 6254(a) (drafts); GC 34090.7 (copies)
100		**GENERAL ADMINISTRATION**								
101		OFFICE MANAGEMENT & REFERENCE								
101	01	General Information	2	--	2	HC	--	Various		GC 34090
101	02	Correspondence – Chronological Files	C	2	C+2	HC	--	Various	Originating Department (e.g. CC FYO read info, City Manager's Calendars)	GC 34090
101	03	Citywide Policies/Procedures	C	2	C+2	E	--	Various	Note: This does not include area specific policies and procedures. For those see the appropriate function (e.g. 200, 600, 800, etc.). Includes reference materials: such as Help aids, Tutorials, and Software and Hardware Training Manuals	GC 34090
101	04	Consultants	3	--	3	HC	--	Various	Excluding consultant contracts	GC 34090
101	05	Staff Meeting Notes	C	--	C	HC	--	Various	Inter-agency memoranda not retained in the ordinary course of business	GC 6254(a)
101	06	Work Plans	C	2	C+2	HC	--	Various		GC 34090
101	07	In-House Committees	C	3	C+3	HC	--	Various	May be kept for research/historic purposes.	GC 34090
101	08	Departmental Analysis & Reports	5	--	5	HC	--	Various	e.g. reorganization and transformation info, department and division mission statements, vision, drivers, initiatives etc.	GC 34090
101	09	Press Releases and Social Media	C	2	C+2	E	--	Various	Medial releases, posts to official social media accounts) Facebook, Twitter, Instagram, YouTube, Pinterest, Flickr, Nextdoor, etc.)	GC 34090
101	10	General Subject Files	C	2	C+2	HC	--	Various	Internal working files	GC 34090(d)
101	11	Customer Response Management	2	--	2	E HC	--	Various	Correspondence, audio recordings, and staff memos regarding suggestions, complaints, and feedback from community.	GC 34090
101	12	Professional Associations	2	--	2	HC	--	Various	(i.e. IIMC, CCAC, ICMA)	GC34090
101	13	Community Organizations	2	3	5	HC	--	Various	(i.e. Business Associations)	GC 34090
101	14	Community Promotions	2	3	5	HC	--	Various	(i.e. Communications & Outreach info, surveys)	GC 34090
101	15	Publications from Outside Agencies	C	--	C	HC	--	Various	Not in City's control (not a public record)	GC 34090
103		**FORMS AND PUBLICATION MANAGEMENT**								
103	01	General Information	2	--	2	HC	--	Various		GC 34090

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103	02	Blank Forms	C	2	C+2	E HC	--	Various	Templates/forms are considered preliminary drafts exempt from disclosure	GC 6254(a)
103	03	Mailing Labels	C	--	C	E	--	Various		GC 34090
103	04	Document Templates	C	--	C	E	--	Various	Templates are considered preliminary drafts exempt from disclosure	GC 6254(a)
104		**RECORDS MANAGEMENT**								
104	01	General Information	2	--	2	HC	--	Various	Damaged records assessment reports, Records disaster recovery worksheets (for records that are recoverable)	GC 34090
104	02	Certificate Destruction	2	P	P	HC	Yes	Various	Authorization to destroy obsolete records, Authorization to destroy unrecoverable damaged records	GC 34090.5
104	03	Retention Schedules	C	4	C+4	E HC	Yes	Admin		GC 34090; CCP 343
104	04	Records Management Policies/Procedures	C	--	C	E HC	Yes	Admin	Keep until suspended	GC 34090
104	05	Municipal Unified Functional Filing System Index	C	--	C	E	Yes	Admin		GC 34090
104	06	Inventory, Records	C	2	C+2	E	Yes	Various	Inventory of inactive records holdings & Location	GC 34090
104	07	Public Records Requests	C	2	C+2	HC	--	CC		GC 34090
105		**INFORMATION SYSTEMS**								
105	01	General Information	2	--	2	E HC	--	Admin		GC 34090
105	02	Internet, World Wide Web	C	2	C+2	E	--	CM	Management Policies & supporting documentation	GC34090
105	03	Inventory, Information Systems	C	2	C+2	E D HC	Yes	Admin	Hardware/Software Inventory logs, systems manuals	GC34090
105	04	Program Files and Directories	C	--	C	E	Yes	Various	Backup tapes – Not a record	GC34090.7
105	05	Network Information Systems (LAN.WAN)	C	4	C+4	E HC	Yes	CM	Configuration Maps & Plans	GCGC 34090; CCP 337.2; CCP 343
105	06	Intraweb	C	2	C+2	E	--	CM	Internal Communications, management/policies & supporting documentation	GC 34090
105	07	Software Program Management	C	2	C+2	E HC	--	IT		GC 34090
105	08	Application Integrations	C	2	C+2	E HC	--	IT		GC 34090
105	09	Technology – TechRx & Taygeta Information Technology Network Security	C	2	C+2	E HC	--	IT		GC 34090
105	10	Business Process Workflow	C	2	C+2	E HC	--	CM		GC 34090
105	11	City Software Design Documents	C	2	C+2	E HC	--	IR	Includes functional specifications, technical specifications, and user acceptance docs – kept until software is no longer in use.	GC 34090
106		**PRINTING & POSTAGE**								
106	01	General Information	2	--	2	HC	--	Various		GC 34090

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106	02	Printing/Reproduction	C	2	C+2	HC	--	Various		GC 34090
106	03	Postage/Mailing	C	2	C+2	HC	--	Various		GC 34090
107		**TELECOMMUNICATIONS**								
107	01	General Information	C	2	C+2	E HC	--	Various	These are not broadcasted files; these are City documents relative to these subjects	GC 34090
107	02	Cable Television	C	2	C+2	E HC	--	Various	These are not broadcasted files; these are City documents relative to these subjects	GC 34090
107	03	Telephone Carriers, Antennae and Telephone Services	C	2	C+2	E HC	--	Various	These are not broadcasted files; these are City documents relative to these subjects	GC 34090
107	04	Public Education and Government Cable Television	C	2	C+2	E HC	--	Various	These are not broadcasted files; these are City documents relative to these subjects	GC 34090
107	05	Institutional Network Services	C	2	C+2	E HC	--	Various	These are not broadcasted files; these are City documents relative to these subjects	GC 34090
107	06	Media Information	C	2	C+2	E HC	--	Various	Media contact information	GC 34090
107	07	Emergency Communications System	C	2	C+2	E HC	--	Various	(e.g. Narrowbanding equipment)	GC 34090
200		**COMMUNITY DEVELOPMENT** Development Administration								
201	01	General Information	2	--	2	HC	--			GC 34090
201	02	Development Bonds	C	10	C+10	HC	Yes	FF	Housing; Industrial Development GC 43901 requires that list of publications requirements before destroying. All destruction must be approved by city Attorney. A development bond is what a developer posts to insure that required public improvements (roads, curbs, gutters, sidewalks, schools, etc) are built. Bonds insuring Real Property must be retained permanently	GC 34090; GC 43900; CCP 337.5
201	03	Security Bonds	C	2	C+2	HC	Yes	FF	Documentation created and or received in connection with the performance of work/services for the city, or for parcel maps and subdivision work	GC 34090; GC 43900; CCP 337.5
201	04	Development Conditions & Development Agreement Supporting Materials	C	P	P	E	Yes	PL	Mitigation measures; filed with case files. Supporting documents for development agreements filed here; sign development agreement filed under 704	GC 65868.5; CCP 337.15
201	05	Development Standards	C	P	P	HC	--	PL	Landscape mediums, parkway landscape development, public works construction	GC 34090(a)
201	06	Community Development Block Grants (CDBG)	AU	4	AU+4	E	Yes	Various	Applications, reports, supporting documents; actual grant contract filed under 704	24 CFR 570.502(a)(7), 2 CFR 200.333; OMB cirA-102, A110, A-28
201	07	Land Uses, Nonconforming	2	P	P	HC	Yes	PL		GC34090(a)

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201	08	Maps & Plats	2	P	P	E	Yes	Various	Engineering & field notes & profiles; cross-section of roads, streets, right of way maps, bridges; annexations, deannexation, parks, tracts, block, storm drain maps, water easement maps etc.	H&S 19850; GC 34090(a)
201	09	Plans – Regulatory	C	P	P	E	Yes	PL	Master Plans, General Plans & Elements to General Plan, Area Plans, Local Coastal Plans, Land Use Plans, Zoning Ordinance, Zoning Maps, Zoning Text Amendments, Plans, Drawings, Exhibits and Photos	GC 34090(a); GC 65106; GC 50110; H&S 19850
201	13	General Plan Amendments	C	3	C+3	D E HC	Yes	PL	Includes approved and denied	GC 34090(a); GC 65106; GC 50110
201	14	Development Impact Fees	C	P	P	D	Yes	Bldg.		GC 34090(a); CCP 337.15
201	15	Studies, Special Projects & Areas	C	2	C+2	HC	--	Various	Engineering joint powers, noise, traffic impact studies, circulation, archeological artifacts	GC 34090(a)
201	16	Americans with Disabilities Act (ADA) Action	C	2	C+2	HC D	--	Various		GC 34090
202		**BUILDING**								
202	01	General Information	2	--	2	HC	--	Bldg.		GC 34090
202	02	Building Permits and Plan	5	P	P	E D HC M	Yes	Bldg.	Issued and final permits, plans and associated documents	GC 34090(a); H&S 19850
202	03	Unreinforced Masonry (URM) Plans	5	P	P	D HC	Yes	Bldg.	URM certificates, terminations, and associated files	GC 34090
202	04	Projects in Plan Check	C	2	C+2	D HC	--	Bldg.	Destroy when Plan Check expires	GC 34090
202	05	Projects in Plan Check DRO	1	1	2	D HC	--	Bldg.	Destroy when issued	GC 34090
202	06	Projects in Plan Check SC	1	1	2	D HC	--	Bldg.	Destroy when issued	GC 34090
202	07	Code Books	C	P	P	HC	Yes	Bldg.	National Electrical Code, Uniform Building, Fire, Mechanical, Plumbing & Supplements – Keep until suspended	GC 34090(e)
202	08	Contractors	C	--	C	D	Yes	Bldg.	Current list-contractor database is contained within PT Winn Software– soon to be Citizen Serve Software	GC34090
202	09	Structural Calculations	C	--	C	HC	--	Bldg.	Destroyed when permit is final	H&S 19850
202	10	Residential Property Inspections (RPI)	C	P	P	HC D	Yes	Bldg.	Residential Property Inspections. Destroy paper after scanning	GC 34090.5; H&S 19850
202	11	Inspection Logs	C	2	C+2	HC	Yes	Bldg.	Daily Inspections	GC 34090
202	12	Complaint Forms	C	7	C+7	D E	Yes	Bldg.	Confidential Complaints	42 USC 1983
202	13	Building Inspection Services to Outside Agencies	C	10	C+10	D	Yes	Bldg.	Agenda reports for these services; actual legal agreements are in 704	GC 34090
203		**PLANNING**								

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203	01	General Information	2	--	2	HC	--	PL		GC 34090
203	02	Case/Project Files	C	P	P	D E HC	Yea	PL	Planning & Zoning. Pertains to real property. May include blueprints, drawings, maps, plans, reports, evaluations, correspondence, uses, variances, studies, appeals, compliance certificates. Includes rezoning of properties, historic preservation address files, mobile food vending for specific locations and permits only and planning alcohol permits / uses and redevelopment / urban renewal projects, parking adjustments, lot line adjustments, preliminary, tentative and final maps; subdivision agreements filed under 704	GC 34090(a); GC4003; GC 4004; H&S 19850
203	03	Sample materials submitted with projects for approval	C	2	C+2	S	--	PL	Roof, glass, paint, etc. samples – keep as long as project is in approval process plus 2 years. Original is then scanned or photographed, original destroyed, and photo or scan filed in project file.	GC 34090
203	04	Broad policies or topics not tied to specific addresses	C	P	P	D E HC	Yes	PL	May include blueprints, drawings, correspondence, reports or studies, and staff report. (i.e. awnings, mansionization, lighting) water allocation charts	GC 34090; H&S 19850
204		**ENVIRONMENTAL QUALITY**								
204	01	General Information	2	--	2	HC	--			GC 34090
204	02	Air Quality	C	7	C+7	HC	--	PW	Participants, vouvher logs, total daily mileage survey (TDM), commute alternative	CCP 338(k); GC 34090
204	03	Asbestos	C	P	P	HC	--	PW	Asbestos projects, public buildings	GC 34090(a)
204	04	California Environmental Quality Act (CEQA)	C	P	P	D E HC	Yea	Various	Exemptions, Drafts & Final EIR's, mitigation monitoring, negative declaration, notice of completion and determination, comments, statements or overriding consideration	GC 34090(a); CEQA Guidelines
204	05	Congestion Management	C	2	C+2	HC	--	PW	Ride sharing, trip reduction	GC 34090(d)
204	06	National Environmental Policy Act (NEPA)	C	2	C+2	D E HC	--	PW?	Correspondence, consultants, issues, conservation (e.g. oil leases on outer continental shelf)	GC 34090(d)
204	07	Soil	C	2	C+2	HC	--	PW	Analysis, construction recommendations	GC 34090(d)
204	08	Soil Reports (Final)	C	P	P	E	Yes	PW	Final Reports	GC 34090(d); CCP 338.1
204	09	Review of EIR's not under City Jurisdiction	C	2	C+2	HC	--	PW?	City review and comments on projects by other jurisdictions – exemptions, EIR's, mitigated monitoring, negative declaration, notice of completion and determination, comments, statements of overriding consideration	GC 34090(d)
204	10	Traffic Impacts	C	P	P	D E HC	--	PW		GC 34090(d)
204	11	Green House Gas Emission	C	P	P	D E HC	--	PW	Climate Action Plan	GC 34090(d)
205		**REGIONAL PLANNING**								
205	01	General Information	2	--	2	HC	--	PW		GC 34090

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								PL		
205	02	County General Plan	C	--	C	HC	--	PW PL	Marina is not the agency of record	GC 34090
205	03	General Plans Other Cities	C	--	C	HC	--	PW PL	Marina is not the agency of record	GC 34090
205	04	LAFCO	2	--	2	HC	--	PW PL	General Information	GC 34090
206		**REAL PROPERTY**								
206	01	General Information	2	--	2	HC	--	PW		GC 34090
206	02	Abandonment	2	P	P	D E HC	Yes	PW	Buildings, Condemnation, Demolition	GC 34090(a)
206	03	Acquisition/Disposition of Property	C	P	P	E HC	Yes	PW	Supporting documents of sale, purchase, or exchange, Leases of City Property and related documents filed under the appropriate series in 704	GC 34090(a); GC 6254; CCP 337.2
206	04	Annexations/Deannexations	2	P	P	E HC	Yes	PW	Reports, public notices	GC 34090(a)
206	05	Appraisals	C	2	C+2	HC	Yes	PW	Exempt from disclosure until final acquisition obtained	GC 34090; GC 6254(h)
206	06	Property taxes	C	2	C+2	HC	--	Various		GC 34090
206	07	Maps, City Boundary	C	P	P	E HC	Yes	PW	Recorded maps, surveys, monuments, includes neighborhood association boundaries	GC 34090(d)
206	08	Lot Splits and Lot Mergers	C	P	P	E HC	Yes	PW		GC 34090
206	09	Relocation Files	C	2	C+2	HC	--	PW		GC 34090
207		**HOUSING**								
207	01	General Information	2	--	2	HC	--	?		GC 34090
207	02	Programs	C	5	C+5	E HC	Yes	?	Includes housing authority strategy, housing bond advisory, HOME, In-lieu housing mitigation, low/moderate housing, housing assistance, etc.	24 CFR 570.502(a); 2 CFR 200.333; OMB cir. A-110
207	03	Homelessness	C	2	C+2	E HC	--	Various		GC 34090
208		**ECONOMIC DEVELOPMENT**								
208	01	General Information	2	--	2	HC	--	CM	Includes correspondence	GC 34090
208	02	Economic Development Strategies & Business Recruitment	2	5	7	HC	--	CM		GC 34090
209		**HISTORIC PRESERVATION**								
209	01	General Information	2	--	2	HC	--	Various		GC 34090
209	02	Historic Surveys	2	3	5	HC	--	Various	Historic Preservation Grants, Actual grant contract filed under 704	GC 34090
209	03	Archives	2	P	P	HC	--	Various		GC 34090
209	04	Historic Master Plan	C	P	P	E HC	Yes	Various		GC 34090

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209	05	Historic Property Tax Incentive Program – Mills Act	2	P	P	HC	--	Various	Staff Reports on Mills Act Program, Actual Agreements are in 704-05 and project files 203-02	GC 34090
209	06	Historic Buildings	2	P	P	E HC	--	PW		GC 34090
209	07	National Register	C	P	P	E HC	--	PW		GC 34090
300		**RECREATION COMMUNITY SERVICES**								
300	01	General Information	2	--	2	HB	--	REC		GC 34090
300	02	Facility Rental Information	C	2	C+2	HC	--	REC		GC 34090
300	03	Other Programs	2	3	5	HC	--	REC	Programs that are not youth, senior or child care programs	GC 34090
302		**EVENTS/STREET CLOSURES**								
302	01	General Information	2	--	2	HC	--	Various		GC 34090
302	02	August Celebrations – National Night Out	2	--	2	HC	--	PD		GC 34090
302	03	Other Events	2	--	2	HC	--	PD	Annual Labor Day Parade & Others	GC 34090
303		**YOUTH SERVICES**								
303	01	General Information	2	--	2	HC	--	REC		GC 34090
303	02	Programs	2	3	5	E HC	--	REC	Includes youth services	GC 34090
303	03	Youth/Teen Centers	2	--	2	HC	--	REC	Rocky Hann Community Center & Marina Teen Center	GC 34090
304		**SENIOR SERVICES**								
304	01	General Information	2	--	2	HC	--	REC		GC 34090
304	02	Programs	2	3	5	E HC	--	REC	Taxi Voucher	GC 34090
304	03	Senior Center	2	--	2	HC	--	REC	Rocky Hann Community Center	GC 34090
400		**FINANCIAL AND FISCAL**								
401		**ACCOUNTS PAYABLE**								
401	01	A-P General Information	2	--	2	E HC	--	FF		GC 34090
401	02	Invoice Packet	Au	7	Au+7	E HC	Yes	FF		GC 34090
401	03	Check Register	Au	7	Au+5	D HC	Yes	FF		GC 34090; 26 CFR 1600-1
401	04	1099's	Au	5	Au+5	D HC	Yes	FF	1099's and associated W-9's	GC 34090; 29 USC 436; 29 CFR 516.5-516.6; 26 CFR 31.6001.1-4; IRS Reg 31.6001-

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										1(e)(2); R&T 19530
401	05	ACH enrollment forms	C	2	C+2	D HC		FF	An Originator must retain the original or a copy of each written authorization of a Receiver, or a readily and accurately reproducible Record evidencing any other form of authorization, for two years from the revocation of the authorization.	*NACHA Operating Rules*. Subsection 2.3.2.5; Subsection 2.3.3.3
402		**PAYROLL**								
402	01	Payroll General Information	2	--	2	HC	--	FF		GC 34090
402	02	Payroll Register	1	P	P	D	Yes	FF		GC 34090; GC 37207
402	03	Employee Time Sheets	Au	6	Au+6	D E	Yes	FF	Signed by employees	GC 34090; 29CFR 516.2; 20 CFR 516.6(1); IRS Reg 31.6001-1(3)(z); R&T 19530; LC 1174(d)
402	04	Other Payroll-Related Documents	Au	6	Au+6	D HC	Yes	FF	Includes W-2 Forms, W-4 Forms, leave balance sheets, employee deferred compensation contributions and city payments etc.	GC 34090; 29 CFR 516.2; CAC22-1085.2; 26 CFR 160011; 29 CFR 1627.3(2)
402	05	Salary Records	2	P	P	E	--	Yes	Salary Schedules	GC 34090; 29 CFR 516.2; CAC 22-1085-2
402	06	Retirement		P	P	E		FF		
403		**ACCOUNTING**								
403	01	General Information	2	--	2	HC	--	FF		GC 34090
403	02	General Ledger	2	P	P	D HC	Yes	FF		GC 34090; CCP 337
403	03	Report to EDD on Independent Contractors	C	4	C+4	E HC	--	FF	EDD Form 542	GC 34090; CCP 337
403	04	Journal Entries and Backup	Au	7	Au+7	HC	Yes	FF	Account postings with supporting documents	GC 34090; CCP 337
403	05	Audit Reports and Backup	C	P	P	HC	--	Various	Treasurer's Reports, Annual Financial reports	GC 34090
403	06	State Controller's and Other Required Reports	2	P	P	HC	Yes	FF	Controller may destroy after five years	GC 34090
403	07	Bank Reconciliation & Statements	Au	5	Au+5	E HC	Yes	FF	Includes Transaction Statements, Wire Transfers, Check Listing Audit Trail, Deposits, Cancelled Checks.	GC 34090; GC 60201(12);

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										26 CFR 1.6001-1
404		**FIXED ASSETS**								
404	01	General Information	2	--	2	HC	--	FF		GC 34090
404	02	Inventory	Au	7	Au+7	D	Yes	FF	Reflects purchase date, cost, account number	GC 34090; 26 CFR 301 65-1(f)
404	03	Surplus Property Disposal	Au	5	Au+5	D	--	FF		GC 34090; CCP 337
404	04	Vehicle Ownership & Title	C	C	C	HC	Yes	FF		GC 34090(a); VC 9900 et seq
405		**PURCHASING**								
405	01	Purchasing General Information	2	--	2	HC	--	FF		GC 34090
405	02	Vendor Register, Cal Cards Acknowledgement Forms	C	P	P	D HC	Yes	FF	Alpha list of vendors, including PO's, invoices, account number, check date and amount for year. Cal Card cardholders acknowledgment forms	GC 34090
405	03	Purchase Orders and Requisitions	Au	5	Au+5	D HC	Yes	FF	Original Documents	GC 34090; CCP 337
405	04	Bids, RFP's RFQ's	Au	5	Au+5	E HC	Yes	Various	Requests for Proposals regarding goods and services, plus winning bid staff reports	GC 34090; GC 25105-1; CCP 337
405	05	Not Awarded Vendor Packets	Au	2	Au+2	HC	Yes	Various	Bid quote summaries are stored under this series number with the failed bid packets. Sole Source Justification Form, Piggyback Request Form	GC 34090; GC 34090(d); GC 25105-1; CCP337
406		**BUDGETING**								
406	01	General Information	2	--	2	HC	--	FF	Division Draft Budgets submitted to Budget Committee, Gann Initiatives	GC 34090
406	02	Adopted Budget	C	P	P	D E HC	Yes	FF	Adopted budget, council priorities, items included in adopted budget, cultural funds	GC 34090
406	03	Budgets as Presented to Council	10	--	10	E HC	--	IR	Consolidated Draft budget, council priorities, CIP, NIP, Cultural funds, and any other items included in draft budget	GC 34090
406	04	Budget Adjustments	Au	5	Au+5	HC	Yes	FF	Account transfers, appropriation and transfer of funds, and creation, modification, or accounting funds, Midyear review reports	GC 34090
406	05	Redevelopment Budgets	C	P	P	D E HC	Yes	FF	(Redevelopment Agencies were dissolved per state law in 2012.) Includes annual audits & bond issues and draft RDA budget staff reports and items (budget items included Executive Summary and Action Plan, Consolidated Plan, and Consolidated Annual Performance and Evaluation Report (CAPER)	GC 34090; GC40802; GC 53901; GC 43900 et seq.
406	06	Joint Powers Authority Budgets	C	P	P	D E HC	Yes	FF	Includes annual audit & bond issues and draft JPA budget staff reports and items	GC 34090; GC 40801; GC

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										53901; GC 43900 et seq.
406	07	Community Services District Budgets	C	P	P	D E HC	Yes	FF	Account transfers, appropriation and transfer of funds, and creation, modification, or accounting funds, Midyear review reports	GC 34090; GC 40802; GC 53901; GC 43900 et seq.
407		**REVENUE**								
407	01	Revenue General Information	2	--	2	HC	--	FF		GC 34090
407	02	Bank Reconciliations	Au	5	Au+5	HC	Yes	FF	Statements, summaries for receipts, disbursements & reconciliations	GC 34090; 26 CFR 1600-1
407	03	Billing Information	Au	5	Au+5	D HC	Yes	FF	Invoices, Accounts Receivable, taxes (e.g. TOT and Sales tax revenues, etc.) HazMat, falsa alarms, SB 198, strike teams. This series includes cash register receipt tapes and credit card receipt copies	GC 34090; CCP 338
407	04	Business License and Other Customer Files	C	5	C+5	D HC	Yes	FF	TOT customers, etc. Paid and Reports	GC 34090; CCP 337
407	05	Fee Schedules	C	5	C+5	E	--	FF		GC 34090
407	06	Investment Records	C	P	P	D HC	Yes	FF	Summary of transactions, inventory and earnings report	GC 34090; GC 53607; CCP 337
407	07	Assessment Districts	C	P	P	D HC	Yes	FF	Transcript binder, collection information, account statements, administration, bond, coupons certifying compliance with state law re: assessments, and CC staff reports on this topic	GC 34090
407	08	Bond Transcript Binder	C	P	P	HC	Yes	FF		GC 34090; CCP337.5
407	09	Revenue Bonds and Other Bond Information	C	10	C+10	HC	Yes	FF	Vital during life of debt. Account statements, Administration, Bond or coupons. A revenue bond is a bond issued by the City for a specific public works project and supported by revenue from the project	GC 34090; GC 53921; CCP337.5
407	10	Deposits, Receipts	Au	5	Au+5	D HC	Yes	FF	Current documents are vital records	GC 34090; CCP 337
407	11	Dog License Permits	Au	5	Au+5	D HC	Yes	PD	Dog Tags	GC 34090; CCP 337
408		**RISK MANAGEMENT**								
408	01	General Information	2	--	2	HC	--	HR		GC 34090
408	02	Damage to City Property – City Assets	C	7	C+7	HC	--	HR	Reports and related records	GC 25105.5
408	03	Bonds, Insurance	2	P	P	HC	Yes	HR	Bonds & Insurance policies insuring city property and other assets	GC6499.03; CCP 337.2; CCP343
408	04	Claims, Damage	C	10	C+10	HC	Yes	HR	Paid/Denied CC claim staff reports	GC 34090; GC 25101.5

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408	05	Third Party Incident/Accident Reports	C	7	C+7	HC	--	HR	Theft, property damage or similar occurrences (not fire/law enforcement)	29 CFR 1904.2; 29 CFR 1904.6; GC 25105.5
408	06	MBASIA	C	P	P	HC	Yes	HR	Monterey Bay Area Self Insurance Authority	GC 34090
408	07	Insurance Certificates for permanently held legal agreement	C	P	P	HC	Yes	HR	Insurance certificates filed separately from legal agreements filed under 704 series 704-05. 704-06, 704-11, 704-14, and 704-15 legal agreements. See 408-13	GC 34090
408	08	Insurance Policies	C	P	P	HC	Yes	HR	May include liability, property certificates of participation.	GC 34090
408	09	Insurance, Workers Compensation	C	P	P	HC	Yes	HR	Indemnity; Originals with Administrator	GC 6410; 29 CFR 1910.20
408	10	Photographs, Negatives, Film	C	2	C+2	E HC	--	HR		GC 34090
408	11	Risk Management Reports	C	5	C+5	E HC	Yes	HR	Federal OSHA forms, loss analysis report, safety reports, actuarial studies	GGC 34090; 29 CFR 1904.4; 29 CFR1904.7
408	12	Warranties	C	2	C+2	HC	--	Various	This includes any warranties issued to the City to cover services, purchases, and or work performed for the City (e.g. roof warranty, appliance warranties.)	GC 34090; CCP 1790
408	13	Insurance Certificates for Legal Agreements that do not have a permanent retention period	C 5 P		C+5 P	E HC	--	HR	Insurance certificates files separately from legal agreements filed under 704 that do not have a permanent retention period. This includes series 704-05, 704-06, 704-11, 704-14, and 704-15 legal agreements. Retention period for insurance certificates coincides with retention for 704 legal agreements.	GC 34090; GC 4004; CCP 337.2; CCP 343
409		**GRANTS - DONATIONS**								
409	01	General Information	2	--	2	HC	--	Various		GC 34090
409	02	Federal and State Grant and Assistance	C	5	C+5	D	--	Various	Refer to grant application close-out procedure; Various depts. Initiate grants; Finance is lead for finalizing grants; File grant contracts under 704 series; Records for grants with Prop 18 funding must be retained for 35 years.	GC 34090; OES Grant Mgmt.
409	03	Donations	2	3	5	D	--	Various		GC 34090
409	04	Request for Grant or Start Up Funds from City	2	3	5	HC	--	Various	Requests during budget are filed under 406-03	GC 34090
409	05	Grants from other sources	2	3	5	HC	--	Various	Requests during budget are filed under 406-03	GC 34090
500 501		**PERSONNEL** PERSONNEL DATA								
501	01	Personnel General Information	2	--	2	HC	--	HR Various	Reference checks form other agencies	GC 34090
501	02	Active Employees (Non-Sworn)	C	10	C+10	HC	Yes	HR	May include application, release authorizations, certifications, reassignments, outside employment, disciplinary actions, terminations, evaluations.	29 CFR 516.6; 29 CFR 1627.3; 29 CFR 1602 et

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										seq.; 29 CFR 1607.4; GC 6254(c); GC 12946; GC 34090
501	03	Active Employees	C	10	C+10	HC	Yes	PD	Police & Fire employees. May include release authorizations, certifications, applications, reassignments; outside employment, disciplinary actions, evaluations	29 CFR 516.6; 29 CFR1607.4; 29 CFR1602.30; 29 CFR 1627.3; GC 3300 et seq.; PC832.5(b)
501	04	Contractual Employees	C	10	C+10	HC	Yes	HR	Copy of contract and may include application, release authorizations, certifications, reassignments, outside employment, disciplinary actions, terminations, evaluations	29 CFR 516.6; 29 CFR 1627.3; 29 CFR 1602.30; 29 CFR1602.31; GC 6254(C); GC 12946; GC 34090; CCP 337; CCP 343
501	05	Temporary Services	C	8	C+8	HC	Yes	HR	On-Call Staff, Outside Temporary Services, HR PTS Employee Personnel Files	GC 12946; GC 34090; 29 CFR1627.3; Lab Rel Sec 1174
501	06	Volunteers	C	3	C+3	HC	Yes	Various	Disaster Service Worker Volunteer Forms	DSWVP Guidelines; Calif. Code Regs. Title 19 §2570-2573.3
501	07	Investigations, Discipline Background Information & Grievances	C	P	C+P	HC	--	HR		29 CFR 1627.3; 29 CFR 1607.4; 29 CFR 516.6 ET SEQ.; CCR Sec 1174; GC 12946; GC 3300; EEOC-Federal Regs; PC 832.5(b)
501	08	Employee Oaths of Office	C	2	C+2	HC	--	Various		GC 34090
501	09	Public Safety Personnel General Information	2	--	2	HC	--	PD FD		GC 3300; GC 34090
501	10	Public Safety Personnel Annual Physical Program	C	30	C+30	HC	--	PD FD		29 CFR 1910.1020
501	11	Public Safety Personnel Exposure Sampling	C	30	C+30	HC	--	PD FD		29 CFR 1910.1020
501	12	Public Safety Personnel Exposure Reports	C	30	C+30	HC	--	PD FD		29 CFR 1910.1020

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501	13	Public Safety Personnel Random Drug Testing	C	2	C+2	HC	Yes	HR	Includes Fire, Police, Public Works personnel and any other personnel with class B licenses – 5 years for alcohol test results or 0.02 or greater – 2 years for records of negative or cancelled drug tests, or alcohol test results of less than 0.02	FMLA 1993 US OSHA; 29 CFR 1602.20; 29 CFR 1602.32; 249 CFR 40.333; GC 3300
502		**PERSONNEL MANAGEMENT**								
502	01	Personnel Management General Information	2	--	2	HC	--	HR		GC 34090
502	02	Job Descriptions	C	2	C+2	HC	Yes	HR	Current documents are vital records	GC 34090
502	03	Position Classifications	C	2	C+2	HC	--	HR	Includes classification & wage rates, staff reports on control list, classification studies and surveys, and reclassification	GC 12946; GC 34090; 29 CFR 516.6(2); 29 CFR 1602; 29 CFR 1607
502	04	Unemployment Claims	C	4	C+4	HC	--	HR		GC 34090
502	05	Bond, Personnel Fidelity	C	2	C+2	HC	Yes	HR	Employee fidelity bonds	GC 34090
502	06	Employee Handbook and Policies	C	2	C+2	HC	Yes	HR	General Employee information, including benefit plans	GC 34090; GC 12946
502	07	Employee Programs	C	2	C+2	HC	--	HR	Includes commendations, awards, and recognitions	GC 34090; GC 12946
502	08	Federal I-9 Forms	C	C+3 or 1	C+3 or 1	HC	Yes	HR	In accordance with Section 101, Control or unlawful Employment of Aliens, (b)(3)(B)(i) and (ii) I-9's are retained for three years after the date of such hiring, or (ii) one year after the individual's employment is terminate, whichever is later	Immigration Reform/Control Act 1986 Pub. L99-603
502	09	Motor Vehicle (DMV) Records	C	7	C+7	HC	--	HR		GC 12946; 8 USC 1324(a)
502	10	Position Recruitment	C	3	C+3	HC	--	HR	Applications and resumes for those not hired, lists/logs, indices, ethnicity disclosures, examination materials & answer sheet, job bulletins, eligibility, release of information forms for recruitments, electronic database (see 501-02 and 501-03 for applications and resumes of hired employees)	GC 12946; GC6250 et seq.; 20CFR 1602 et seq.; 29 CFR 1607; 29 CFR1627.3
502	11	Vehicle Mileage Reimbursement Rates	C	2	C+2	HC	--	FF	Annual Mileage reimbursement rates as announced by Finance (do not file A/P mileage vouchers here)	GC 34090
502	12	Equal Opportunity/Affirmative Action	C	2	C+2	HC	--	HR	Affirmative Action or Equal Opportunity staff reports	GC 34090
502	13	Volunteer Programs, Guidelines, and Activities	C	2	C+2	HC	--	Various		GC 34090
503		**SAFETY**								

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503	01	General Information	2	--	2	HC	--	HR		GC 34090
503	02	Plan Documents	C	6	C+6	HC	Yes	HR		GC 34090
503	03	OSHA	C	7	C+7	HC	--	HR		20 CFR 1904.2; 29 CFR 1966.6
503	04	Safety Policies and Procedures	C	2	C+2	HC	--	HR		GC 34090
503	05	Safety Audits	C	7	C+7	HC	--	HR		GC 34090
503	06	Publications and Law Updates	C	--	C	HC	--	HR		GC 34090
540		**BENEFITS**								
504	01	General Information	2	--	2	HC	--	HR	Historical benefit information (includes Council benefits)	GC 34090
504	02	Plan Documents	C	6	C+6	HC	Yes	HR	e.g. Dependent Care Program	GC 34090
504	03	Active Employee Benefit Files	C	10	C+10	HC	Yes	HR	May include enrollment forms, emergency notification forms, etc.	29 CFR 1627.3; 29 CFR 1602.30.32
504	04	Separated Employees	0	10	10	HC	--	HR	May include enrollment forms, emergency notification forms, etc.	29 CFR 1627.3; 29 CFR 1602.30.32
504	05	COBRA Files	C	10	C+10	HC	Yes	HR	May include enrollment forms, COBRA letters, etc.	29 CFR 1627.3; 29 CFR 1602.30.32
504	06	Retirement	C	P	P	HC	Yes	HR	PERS, Social Security, Medicare & Benefit documents	29 CFR 1627.3(2); GC 12946; GC 34090; GC 7501 et seq.
504	07	Vendor/Administrator Reports and Correspondence	C	2	C+2	HC	--	HR		GC 34090
504	08	Orientation Packets	C	C	C	HC	--	HR		GC 34090
504	09	Forms and Handouts	C	--	C	HC	--	HR		GC 34090
504	10	Employee Medical Information	C	10	C+10	HC	Yes	HR	May include family lease, certifications, tests, pre-employment physical, non-industrial disability	FMLA 1993 US OSHA; 29 CFR 1602.20; 29 CFR 1602.32
504	11	Publications and Law Updates	C	--	C	HC	--			GC 34090
504	12	Deferred Compensation Plan	C	P	P	HC	Yes	HR	Includes plan information	20 CFR 1627.3(2); GC 12946; GC 34090
505		**WORKERS COMPENSATION**								
505	01	General Information	2	--	2	HC	--	HR		GC 34090

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505	02	Employee Files	C	P	P	HC	Yes	HR	Claim files, reports, incidents (working files), originals filed with Administrator, Worker's Comp settlements	CCR 14311; CCR 15400.2; LC 110-139.6; 8 CFR 15400.2
505	03	Forms and Handouts	C	2	C+2	HC	--	HR		GC 34090
505	04	Designation of Personal Physician Forms	C	P	P	HC	Yes	HR		CCR 14311; CCR 15400.2; LC 110-139.6; 8 CFR 15400.2
505	05	Budget	C	2	C+2	HC	--	HR	Working Files	GC 34090
505	06	Reports	2	P	P	HC	--	HR	Includes utilization and state reporting	CCR 14311; CCR 15400.2; LC 110-139.6
505	07	Administration Correspondence	2	3	5	HC	--	HR		GC 34090
505	08	Ergonomic Evaluations and Job Analysis	C	7	C+7	HC	--	HR		GC 34090
505	09	Publications and Law Updates	2	--	2	HC	--	HR		GC 34090
506		**EDUCATION AND TRAINING**								
506	01	General Information	2	--	2	HC	--	Various		GC 34090
506	02	Training Records – Non-Safety Employees	C	7	C+7	HC	--	Various	Employee forms, volunteer program training, class training materials, internships	GC 6250 et seq.
506	03	Tuition Reimbursement Program	C	7	C+7	HC	--	HR	CEIP	GC 6250 et seq.
506	04	Attendance Records – Public Safety Employees	C	5	C+5	E HC	--	Various	Computerized – Firehouse, MS Access and Police Records	GC 34090
506	05	Public Safety Company Performance Standards	C	2	C+2	HC	--	PD FD		8 CCR 3204(d)
506	06	Public Safety Training Hours	T	10	T+10	E HC		Various	Electronic in Firehouse & Outside certificates	GC 34090
507		**LABOR RELATIONS**								
507	01	General Information	2	--	2	HC	--	HR	Policies and procedures (e.g. memos on comp time, supplemental pay, allowances)	GC 34090
507	02	Negotiations – Marina Employees Association (MEA)	C	P	P	HC	Yes	HR	Draft MOU's, correspondence, official meeting nots and notebooks (individual nots should be destroyed after 2 years)	29 USC Sec 211(c); 29 CFR 516
507	03	Negotiations – Marina Management Employee Association (MMEA)	C	P	P	HC	Yes	HR	Draft MOU's, correspondence, official meeting nots and notebooks (individual nots should be destroyed after 2 years)	29 USC Sec 211(c); 29 CFR 516
507	04	Negotiations – Marina Public Safety Officers Association (MPSOA)	C	P	P	HC	Yes	HR	Draft MOU's, correspondence, official meeting nots and notebooks (individual nots should be destroyed after 2 years)	29 USC Sec 211(c); 29 CFR 516

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507	05	Negotiations – Marina Public Safety Manager's Association (MPSMA)	C	P	P	HC	Yes	HR	Draft MOU's, correspondence, official meeting nots and notebooks (individual nots should be destroyed after 2 years)	29 USC Sec 211(c); 29 CFR 516
507	06	Negotiations – Marina Professional Firefighters Association (MPFFA)	C	P	P	HC	Yes	HR	Draft MOU's, correspondence, official meeting nots and notebooks (individual nots should be destroyed after 2 years)	29 USC Sec 211(c); 29 CFR 516
507	07	Negotiations – Executive Management	C	P	P	HC	Yes	HR	Assistant City Manager, Fire Chief, Police Chief, Finance Dir., Public Works Dir., Planning Dir., Recreation & Cultural Svc Dir.,	29 USC Sec 211(c); 29 CFR 516
507	08	Unrepresented Employees	C	P	P	HC	Yes	HR	City Manager, Part-time Employees and other unrepresented employees	29 USC Sec 211(c); 29 CFR 516
600		**PUBLIC SAFETY**								
601		**FIRE SAFETY ADMINISTRATION**								
601	01	General Information	2	--	2	HC	--	FD		GC 34090
601	02	Fire Code and Manuals	C	3	C+3	D	Yes	FD	Include OPS manuals	GC 34090; CCP 340.5
601	03	General Orders, Policies and Procedures	C	2	C+2	D	Yes	FD		GC 34090
601	04	Mutual Aid, Automatic Aid, Strategic Plans & Studies	C	2	C+2	HC	Yes	FD PD		GC 34090
601	05	Fire Services to other Agencies	C	10	C+10	E HC	Yes	FD	Fire protective services (for fee), emergency medical services	GC 34090
602		**FIRE PREVENTION/PUBLIC EDUCATION**								
602	01	General Information	2	--	2	HC	--	FD		GC 34090
602	02	CPR Program	C	2	C+2	E HC	--	FD		GC 34090
602	03	Inspections, Fire Prevention	C	3	C+3	E HC	Yes	FD	Alarm/Sprinkler systems, prevention efforts	UFC 103.4
602	04	Investigations, Evidence Arson	C	P	P	D HC	Yes	FD	Support prosecution resulting in homicide	PC 799
602	05	Investigations, Evidence Arson	C	6	C+6	D HC	Yes	FD	Great Bodily harm, inhabited structure or property	PC 800
602	06	Community Emergency Response Team	C	2	C+2	D HC	Yes	FD		GC 34090
602	07	Permits, Uniform Fire Code	C	2	C+2	D HC	Yes	FD		GC 34090
602	08	Plans Fire Alarm & Sprinkler	C	P	P	E HC	Yes	FD	Retain plans during the life of the building, for not less than two years	GC 34090
602	09	Property Files	2	P	P	HC	Yes	FD		GC 34090
602	10	Public Education Program	C	2	C+2	HC	--	FD		GC 34090
602	11	Water System Improvement Fund	C	2	C+2	HC	--	FD		GC 34090
603		RESERVED								

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604		**FIRE OPERATIONS**								
604	01	General Information	2	--	2	HC	--	FD		GC 34090
604	02	Apparatus/Vehicle	C	2	C+2	D	--	FD	Repair and Maintenance	GC 34090; CCP 340.5; 8 CCR 2303(b)(1)
604	03	Confined Space Permits	C	P	P	HC	--	FD		GC 34090
604	04	Donated Vehicles	2	8	10	HC	--	FD		GC 34090
604	05	Field Reports – non-fire & logs	C	2	C+2	D	--	FD	Computerized – firehouse	GC 34090
604	06	Field Reports – Non-arson & logs	C	2	C+2	D	--	FD	Computerized – firehouse	GC 34090
604	07	Fumigation Permits	C	2	C+2	HC	--	FD		GC 34090
604	08	Incident Reports	C	3	C+3	D HC	--	FD	Dispatch and daily logs – Computerized – firehouse	GC 34090; CCP 338
604	09	Inventory, equipment & supplies	C	2	C+2	E	--	FD		GC 34090
604	10	Investigations, Evidence Arson	C	3	C+3	D	--	FD	Structure	PC 801
604	11	Journals, Fire Station	C	2	C+2	E HC	Yes	FD	Activities, personnel, engine company	GC 34090
604	12	Logs for fire equipment & gear	C	2	C+2	E HC	Yes	FD		GC 34090
604	13	Weed Abatement	C	2	C+2	HC	--	FD	Reports, assessments, documentation	GC 34090
604	14	Work Program Files	C	2	C+2	E HC	Yes	FD		GC 34090
604	15	Emergency Medical Services Forms	C	7	C+7	HC	--	FD	Monterey County Form EMS.126 – City Copy	GC 34090; H&S 1979.98(e); H&S 11191; H&S 123145; Medicare Title XVIII; Medicaid Title XIX; MCH Title V
605		RESERVED								
606		**HAZARDOUS MATERIALS**								
606	01	General Information	2	--	2	HC	--	FD		GC 34090
606	02	Hazardous Waste Disposal	C	10	C+10	HC	--	FD	Documentation regarding handling and disposal of hazardous waste	CAL OSHA; 40 CFR 122.21(p)
606	03	Permits, Hazardous Materials Storage	C	P	P	HC	Yes	FD	Two years retention required statutorily, permanent recommended	GC 34090
606	04	Program, Household Hazardous Waste	C	2	C+2	HC	--	FD		GC 34090
606	05	Training Materials	C	2	C+2	E HC	--	FD	Standard & Administration. However, if employees are exposed to hazardous materials during training, CAL Code Reg 3204(d) et seq. also applied and documents must be kept for thirty (30) years.	GC 34090

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606	06	Underground Storage Tank Compliance	C	P	P	HC	Yes	FD	Storage location, installation, removal, remediation, maintenance & operations	GC 34090
607		**LAW ENFORCEMENT ADMINISTRATION**								
607	01	General Information	C	--	C	--	--	PD		GC 34090
607	02	Alcoholic Beverage Control	C	2	C+2	HC	--	PD	Police actions – this is not for Planning Dept. alcohol permit actions. Records are current for as long as establishment is in business	GC 34090
607	03	Administrative/Internal Investigations	C	5	C+5	HC	--	PD	Fleet safety, pursuit files, intake and complaint investigations, use of force files	PC 832,5(b); EVID 1045
607	04	Equipment Manuals	C	--	C	E HC	--	PD	Manuals, instructions – save until end of equipment use	GC 34090
607	05	Equipment Inventory	C	10	C+10	HC	--	PD	Listing of equipment assigned to division employees	GC 34090
607	06	Non-Crime Reports	C	2	C+2	D	--	PD	Monthly, quarterly, annual activity statistical reports, also surveys, responses, etc.	GC 34090
607	07	Department Manuals, Law Enforcement Policies, Programs and Procedures	P	P	P	E	--	PD	Directives, department policies, training bulletins, rules and regulations	GC 34090
607	08	Enforcement of State Laws	C	2	C+2	HC	--	PD	Includes modification to MCC	GC 34090
608		**POLICE INVESTIGATIONS**								
608	01	General Information	P	P	P	D	--	PD	Investigation files, asset forfeiture, disposition of arrest/court action, property/evidence files	GC 34090
608	02	Homicide Investigator's Case Files	P	P	P	D	--	PD	Includes cold case, solved, and unsolved homicides.	PC 799
608	03	Officer Involved Shootings	P	P	P	HC	--	PD	Officer involved shootings and in-custody deaths.	GC 34090
608	04	Informant File	C	2	C+2	HC	--	PD	Legal notifications, identification, payment information, activities information	GC 34090
608	05	Audio, Telephone and Radio Communications	C	180 Days	C+180 days	D	--	ISD	Exception: shall be preserved for 100 days after conclusion of the court case. Requires City Attorney's office review. MPD does not store telephone audio or radio communications. County Comm Center stores radio communications and ISD stores the remainder	GC 34090.6
608	06	Criminal Investigation Files – Unsolved	C	--	C	E HC	--	PD	Unsolved investigation files. Destroy when cases reach statute if limitations	GC 34090
608	07	Criminal Investigation Files – Solved Pending Appeal	C	--	C	E HC	--	PD	Solved investigation files pending appeal. Destroy when appeals are exhausted and reach statute of limitations	GC 34090
609		**PATROL**								
609	01	General Patrol	C	2	C+2	HC	--	PD	Parking traffic tickets, radio communications logs, patrol requests and correspondence, radar calibration records, patrol schedules, daily shift reports, supervisors' reports	GC 34090
609	02	Weapons and Range Inventories	P	P	P	E HC		PD		GC 34090
609	03	Traffic Collision Fatalities	P	P	P	D	--	PD		GC 34090

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610		**POLICE SERVICES**								
610	01	General Information	C	2	C+2	E HC	--	PD	Background investigations, concealed weapons files, press releases, daily schedules, alarm cards and alarm permits, alarm files, case books, routine log files, second hand dealers and pawn slips, subpoena files, field interview cards, cite and release records, repossession and private impounds.	GC 34090
601	02	Restraining Orders	C	--	C	HC	--	PD	Includes emergency protective orders, temporary restraining orders, legal stipulations, orders after hearing, etc. Destroy after law enforcement actions described in PC 12028.5 are fulfilled and restraining orders are expired for no fewer than two years	PC 273.5; PC 273.6; PC 646.9; PC 12028.5; PC 13700; FC 6380-6383
610	03	Digital Dictation	C	--	C	E	--	PD	Office case dictation	GC 34090
610	04	Permits	C	2	C+2	E HC	--	PD	Taxi, Massage, Cardroom, Film Permits	GC 34090
601	05	Property and Evidence Files	C	2	C+2	E HC	--	PD	Retention as defined by criminal case prosecution and following property and evidence destruction regulations	GC 34090
610	06	Hard Copy Inked Palm Cards	P	P	P	HC	--	PD		PC 11120-11127
610	07	Jail Records	C	5	C+5	E HC	--	PD	Daily logs and inmate records	GC 34090
610	08	Registration Files	P	P	P	E HC	--	PD	Arson, sex, and narcotic registration files	GC 68152(c)(2)
610	09	Police Reports/Disposition Arrest/Court Actions	P	P	P	E HC	--	PD	Police reports, court actions, accident reports	GC 34090
610	10	Sealed Records – Adult	C	3	C+3	E HC	--	PD		GC 34090
610	11	Seald Records – Juvenile	C	5	C+5	E HC	--	PD	Upon petition local law enforcement records with WIC 826(b) may be destroyed as ordered by the court.	WIC 826(b); WIC 781(a); WIC 781.5; H&S 11361.5
610	12	Video – Uneventful/Non-Evidentiary/Routine	C	60 days	C+60 days	E	--	PD	Uneventful jail, parking lot, lobby, in-car and body camera video that is not defined as "eventful" (defined on 610-13)	PC 832.18
610	13	Video – Eventful/Evidentiary	C	2	C+2	E	--	PD	Eventful recordings to include: 1. Part of a criminal investigation to be retained for a period as outlined for any evidence in that criminal investigation. 2. Administrative/internal investigations to include a complaint and retained for a period as defined by complaint. 3. Use of force	PC 832.18
610	14	Warrants	C	2	C+2	E	--	PD	Felony and misdemeanor criminal warrants, served and unserved. Current period ends when warrant is served/executed	GC 34090
611		**LOCAL & NATIONAL EMERGENCIES/DISASTERS**								
611	01	General Information	C	2	C+2	HC	--	Various		GC 34090
611	02	National Emergencies and Disasters	C	2	C+2	HC	--	Various		GC 34090

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			Active	Inactive	Total	See legend on last page				See legend on last page
611	03	Local Emergencies and Disasters	C	2	C+2	HC	--	Various		GC 34090
611	04	Emergency/Disaster Planning	C	2	C+2	E HC	--	Various	Emergency Preparedness plan, emergency communication, earthquake awareness, emergency management exercises and training	GC 34090
611	05	Emergency Operations Center	C	2	C+2	E HC	--	Various		GC 34090
700		**LEGISLATIVE AND LEGAL**								
701	01	General Information	2	--	2	HC	--	Various	Follow up letters on meeting items; history of CMO, CAO, CC staff, Council; work program assigned to Boards Commission & Committees (BCC) and annual BCC reports, Council Comments items, and proofs of publication for non-public hearing items	GC 34090
701	02	Agendas	C	2	C+2	HC	--	Various	Agendas and special meeting notices, including proof of posting and CC action summaries	GC 34090
701	03	Agenda Repots	C	10	C+10	E	Yes	Various	Agenda reports (master subject files) created and submitted for Council /board/commission packets to include all exhibits and attachments therein. Hard copy staff reports and supporting materials are filed by subject series (e.g. 203-03). This series number defines retention period of staff reports regardless of where they are filed. With Electronic Content Management System (ECMS) these will be scanned and hard copy discarded unless the series number required permanent retention.	CG 34090
701	04	Appointments	C	5	C+5	HC	--	IR/Admin	City Council appointments to outside agencies and subcommittees (excludes Council appointments to BCC) – see 701-06) and BCC appointments to BCC subcommittees.	GC 34090
701	05	Applications to Boards Commissions, & Committees	2	--	2	HC	--	Admin	Not selected (includes letters to unsuccessful candidates and pending interview applications)	GC 34090
701	06	Applications to Boards, Commissions & Committees	C	5	C+5	HC	--	Admin	Selected (includes appointment staff reports, appointment letters, oaths of office, awards, performance and attendance reports, any other info on selected BCC members, or generic info on the BBC)	GC 34090
701	07	Formation of legislative bodies and procedures	P	P	P	HC	Yes	Admin	Articles of Incorporation, powers of RDA, JPA, creation or abolition of Council Subcommittees	GC 34090; CCP 337.2
701	08	Legal Advertising	C	10	C+10	HC	--	Admin	Includes public notices and proofs of publication for public hearings	CCP 343; CCP 349 et.seq; GC 911.2; GC 34090
701	09	Minutes	10	P	P	E HC	Yes	Various	Official minutes and hearing proceedings of governing body or board, commission or committee. Includes annotated agendas for those boards that use annotated agendas as the official proceedings of meetings	GC 34090(d); GC 36814; GC 40801
701	10	Charter and Municipal Code	C	P	P	E HC	Yes	Admin	Supplements included	GC 34090
701	11	Ordinances	P	P	P	E HC	Yes	Admin	Signed ordinances, ordinance staff report, proof of publication, notice	GC 34090(d); GC 40806

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701	12	Petitions	2	--	2	HC	--	Admin	Submitted to legislative bodies	GC 50115; GC 6253
701	13	Resolutions	P	P	P	E HC	Yes	Various	Legislative actions	GC 34090(d); GC 40806
701	14	Audio Recording of Public Meetings	C	90 days	C+90 days	E	--	Various	Used for minute preparation	GC 34090.7
701	15	Policies	C	P	P	HC	--	Various	BCC Handbook, policies as approved at CC meeting, vision statements	GC 34090
701	16	Public Comments from Meetings	C	2	C+2	HC	--	Various		HC 34090.7
701	17	Awards and Proclamations	C	2	C+2	HC	--	Various	Awards to non-city staff or given to City as a whole (not Personnel Service award or Personnel recognition)	GC 34090
701	18	Agenda Packets	C	10	C+10	E HC	--	Various	Collection of collected staff reports received, created, and submitted for special Council/BCC meeting date	GC 34090
701	19	Brown Act	C	2	C+2	HC	Yes	CA		GC 34090
701	20	Video Recordings of Public Meetings	C	10	C+10	E HC	--	Various		GC 34090
702		**ELECTION**								
702	01	General Information	2	--	2	HC	--	Admin	City Council member biographies, photos, Candidate Binder of Information Requests, Correspondence	GC 34090
702	02	Calendar	C	2	C+2	E	--	Admin		GC 34090
702	03	Canvass and Ballot	2	P	P	HC	--	Admin	Permanent for historic value (includes official voter guides, and combined list of candidates	EC 17302
702	04	Charter Amendments/Measures	2	P	P	HC	Yes	Admin	Permanent for historic value	GC 34458.80; GC 34090
702	05	Lobbyist Registration	C	P	P	HC	--	Admin	Statements	GC 34090
702	06	Maps, Precincts/Voter Information	C	4	C+4	HC	--	Admin		GC 34090; EC 17501; EC 17301
702	07	Nomination Papers – Successful	C	4	T-4	HC	--	Admin	Must be held for four years after expiration of term. Candidate statements to be retained permanently.	GC 81009; EC 17100
702	08	Nomination Papers – Unsuccessful	C	2		HC	--	Admin	Candidate statements E+5, Nomination papers E+4	GC 81009(b); EC 17100
702	09	Notifications and Publications	C	4	C+4	HC	--	Admin	Voter information flyers, candidate guides with clank forms and proof of publication or posting	GC 34090
702	10	Oaths of Office	C	6	T+6	HC	--	Admin	Elected Officials	GC 34090; 29 USC 1113
702	11	Petitions	0.75	--	0.75	HC	--	Admin	From date of filing or election: initiative, referendum, recall, Charter Amendments. Signatures are confidential	EC 17200; EC 17400
703		**ATTORNEY**								
703	01	General Information	2	--	2	HC	--	CA		GC 34090
703	02	City Attorney Case Index	C	--	C	E HC	--	CA	Including notations on activates related to case	GC 6245

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703	03	Case Records	C	7	C+7	HC	Yes	CA	Includes logs, complaints, police reports, court orders, motions, notes, briefs, closing (minors retained 3-years after attaining 18), administrative records	42 USC s1983
703	04	Opinions	10	--	10	E HC	--	CA	Confidential	GC 34090; GC 6254
703	05	Closed Session	C	10	C+10	HC	--	CA CM	Confidential Matters under litigation	GC 34090
703	06	Appeals of Administrative Citations	C	3	C+3	HC	--	CA		GC 34090; GC 583.320(a)(3)
704		**LEGAL DOCUMENTS**								
704	01	General Information	2	--	2	HC	--	Various		GC 34090
704	02	Conveyances from or to the City (Deeds, etc.)	C	P	P	E HC	Yes	Admin	Includes Deeds, Grant Deeds, Deeds ir Trust and Assignment of Rents, Quitclaim Deeds, Deed Restrictions, Subordination Agreement with Deeds, Promissory notes secured by property, Substitution of Trustee, Trust Transfer Deeds, Installment Note, Easements, Full or Partial (re)conveyances, Covenant of Easement, Public Access Easements, Grant of Storm Drain Easements, Sanitary Sewer Connection Permit Agreements (check originals for historic value), Covenant Restrictions on Property, Notices of Default	GC 34090(a); 24 CFR 570.502(b)(3); OMB Circ.A-110
704	03	Joint Powers Authority	C	P	P	E HC	Yes	Admin	Any JPA's the City has signed	GC 34090
704	04	Liens	C	P	P	E HC	Yes	FF	Claim of Lien	GC 34090
704	05	Contracts and Agreements – Excluding CIP, NIP, PMSA Construction contracts, and Leases for City Property	C	5	C+5	E HC	Yes	Various	Includes leases by City of outside equipment, agreements or contracts for services and supplies, Mills Act Agreements, software, licenses for City to enter private property, grant contracts, Inclusionary Housing agreements, Down Payment Assistance, volunteer agreements, and CIP, NIP and PMSA design and professional services contracts. All legal agreements filed with City Clerk except certain contracts that utilize pre-approved templates and are retained in the department of record, including but not limited to: - Volunteer agreements – Filed with Recreation as appropriate	CCP 337.2; CCP 343
704	06	CIP, NIP, and PMSA Construction Contracts	C	10	C+10	E HC	Yes	Admin PW	Includes construction contracts, accepted proposal, affidavit of non-collusion, insurance certificates, performance bonds, labor and material bonds, bid bond, notice of completion, plans and specifications, and other documents as incorporated into the agreement.	GC 34090; CCP 337.2; CCP 343
704	07	Foreclosures	C	P	P	E HC	Yes	FF		GC 34090

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704	08	City Property Leases	C	P	P	E HC	Yes	Admin	Includes lease and all support documentation (e.g. staff reports or related approvals, conditions of approval), estoppel certificates, and other agreements for the use of City property (e.g. license agreements, permits, and facility use agreements)	GC 34090
704	09	Lease by City of Private Property	C	5	C+5	E HC	Yes	Admin	Includes lease and all support documentation (e.g. staff reports or related approvals, conditions of approval), estoppel certificated	GC 34090
704	10	Development Agreements	2	P	P	E HC	Yes	Admin		CCP 337; GC 34090
704	11	Subdivision Agreements	C	P	P	D E HC	Yes	Admin		GC 34090
704	12	Releases	C	2	C+2	HC	--	Admin	Image/Sound recording/Video recording release, or other release where City receives a liability release, hold harmless release, or other form of benefit. The release should include an expiration date.	GC 34090
704	13	Authorizations	C	2	C+2	HC	Yes	Admin	Authorized Exception Forms	GC 34090
704	14	Loans	C	P	P	E HC	Yes	Admin		GC 34090(a)
704	15	Employee Bargaining Units MOU's	C	P	P	E HC	Yes	Admin HR	Includes side letters and any other amendments to employee bargaining unit MOU's	GC 34090; 29USC Sec 211(c)
705		**CODE COMPLIANCE**								
705	01	General Information	2	--	2	HC	--	PL		GC 34090
705	02	Case Files	C	7	C+7	D	--	PL	May include inspections, photos, drawings, correspondence, public nuisance, rubbish abatement, vehicle abatement, watercraft abatement, citations, sidewalk/hazard abatement, etc.	GC 34090(d)
705	03	Graffiti	2	--	2	--	--	PW		GC 34090(d)
705	04	Reports to State and Federal Government	P	P	P	D	--	PW PL	Storm water violations	GC 34090(a)
706		**AGENCIES & JURISDICTIONS**								
706	01	General Information	2	--	2	HC	--	Various		GC 34090
706	02	Federal Agencies	C	--	2	HC	--	Various	Destroy when no longer relevant. (Agencies subordinate to the Federal Government – i.e. USAID(Dubrovnik), BRAC, US Census, USPS)	GC 34090
706	03	State Agencies	C	--	2	HC	--	Various	Destroy when no longer relevant. (Agencies subordinate to the State government – i.e. Coastal Commission, MRSWMP, Monterey State Parks)	GC 34090
706	04	Regional Agencies	C	--	2	HC	--	Various	Destroy when no longer relevant. (A regional agency is one where several local agencies have come together, sighed an agreement, and the board has representatives from those agencies – i.e. FORA, AMBAG, MRWPCA, MST)	GC 34090

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706	05	County Agencies	C	--	2	HC	--	Various	Destroy when no longer relevant. (A county agency is one that subordinates to the County Board of Supervisors mot every entity with "County" in its name – i.e. Heath Dept., Board of Supervisors, Overall Economic Development Commission)	GC 34090
706	06	Military	C	10	C+10	HC	--	Various	NPS, DLI, Coast Guard, POM	GC 34090
706	07	Educational	C	5	C+5	HC	--	Various	MPC, CSUMB, UCMBEST, MPUSD	GC 34090
706	08	Local Agencies	C	--	2	HC	--	Various	Destroy when no longer relevant. (A local agency is a municipal entity close to us that it is not a County or a regional agency – i.e. MPRPD, Cities of Del Rey Oaks, Sand City, Seaside, MPWMD, MRWMA, & LAFCO)	GC 34090
706	09	Community Services District	C	--	2	HC	--	Various	Destroy when no longer relevant – For CC staff reports see 701-03.	GC 34090
706	10	Sister Cities	C	--	2	HC	--	Various	Destroy when no longer relevant – For CC staff reports see 701-03	GC 34090
706	11	Grand Jury Reports	2	8	10	HC	--	CM	Includes responses	GC 34090
707		**FAIR POLITICAL PRACTICES COMMISSION (FPPC)**								
707	01	General Information	2	--	2	HC	--	Admin	Code of Conflict staff report	GC 34090
707	02	Forms	C	--	C	HC	--	Admin		GC 34090
707	03	Manuals and Publications	C	--	C	HC	--	Admin		GC 34090
707	04	Administration	C	--	C	HC	--	Admin	FPPC Opinion	GC 34090
707	05	Ethics Education	C	5	C+5	HC	--	Admin/ HR	Ethics training certificate and staff reports	HC 53235.2(b)
707	06	Campaign Disclosures, Elected	P	--	P	D E HC	--	Admin	This includes incumbent, retired, and out of office elected officials 410s, 420s, 460, 470s, 490s and 501s – Originals scanned replacing paper files	GC 81009(b),(g)
707	07	Campaign Disclosure, Not Elected	C	5	5	HC	--	Admin	410s, 420s, 460, 470s, 490s and 501s	GC 81009(b)
707	08	Campaign Disclosure, other Committees	C	7	C+7	HC	--	Admin	410s, 420s, 460, 470s, 490s and 501s	GC 81009
707	09	Statement of Economic Interest (Form 700) – Elected	C	7	C+7	HC	--	Admin		GC 81009(e)
707	10	Statement of Economic Interest (Form 700) – Unelected Candidates for Council	C	7	C+7	HC	--	Admin		GC 81009(e)
707	11	Statement of Economic Interest (Form 700) – Designated Employees and Board and Commission Members	C	7	C+7	HC	--	Admin	Board and Commission member, designated employee and consultant 700s and CC staff reports on code of conflict	GC81009(e)
707	12	Agency's Public Official Appointments (Form 806)	C	2	C+2	HC	--	Admin	Paper record of form posted on city website, inactivated when replaced	GC 34090
707	13	Gift to Agency Report (Form 801)	C	2	C+2	HC	--	Admin	Paper record of form posted on city website, inactivated when replaced	GC 34090

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800		**PUBLIC WORKS**								
801		**ENGINEERING**								
801	01	General Information	2	--	2	HC	--	PW		GC 34090
801	02	Construction Tracking	C	10	C+10	--	Yes	PW	Construction Management held C+10 years after notice of completion	CCP 337.15
801	03	Engineering Designs, Drawings, Traffic Control Plans	C	P	P	E HC	--	PW	Includes street design (e.g. Signs, striping)	GC 34090(a)
801	04	Flood Control	C	2	C+2	--	--	PW	Storm Drains	GC 34090(d)
801	05	Special Districts	C	P	P	--	--	PW	Supporting documents re: improvement, lighting, underground utility; bonds, taxes & construction (i.e. OHH, GHAD, OVP when done)	GC 34090(a)
802		**SANITATION – SOLID WASTE – WASTEWATER - RECYCLING**						**PW**		
802	01	General Information	2	--	2	HC	--	PW		GC 34090
802	02	Collections/Landfill	C	2	C+2	HC	--	PW	Daily records, usage, grease traps	GC 34090
802	03	History, Sanitation	2	P	P	HC	--	PW	Where City-owned	GC 34090
802	04	Maintenance and Operations	C	2	C+2	HC	--	PW	Includes work orders, inspections, repairs, reports, backflow, includes recycling inspections & audits	GC 34090
802	05	Maps, Septic Tank	C	P	P	HC	Yes	PW	Location maps	GC 34090
802	06	Rates and Services	C	2	C=2	HC	--	PW		GC 34090
802	07	Recycling Programs	C	2	C+2	HC	--	PW		GC 34090
802	08	Regulations	C	2	C+2	HC	--	PW	Includes legislation on these topics	GC 34090
802	09	Sewer Plumbing Stations	C	2	C+2	HC	--	PW		GC 34090
802	10	Studies and tonnage Reports	C	2	C+2	HC	--	PW		GC 34090
802	11	Sewer and Sewage	C	2	C+2	HC	--	PW	Sewer connections, sewer condition assessment surveys	GC 34090
802	12	Green Programs	C	2	C+2	HC	--	PW	Sustainability, climate change	GC 34090
802	13	Sewer Condition Assessment Surveys/Videos	C	2	C+2	HC	--	PW		GC 34090
803		**STREETS – TRAFFIC**						**PW**		
803	01	General Information	2	--	C+2	HC	--	PW	Traffic ordinances relative to (e.g. weight maximum)	GC 34090
803	02	Abandonment/Vacations	2	P	P	HC	--	PW	Supporting documentation and includes temporary construction easement.	GC 34090(a)
803	03	Street Openings and Closures	2	P	P	HC	--	PW		GC 34090
803	04	Easements, Dedications, Right of Way, and other Access Agreements	2	P	P	HC	--	PW	Supporting documentation, includes emergency access and alternate access routes	GC 34090
803	05	Field Books	2	P	P	HC	--	PW		GC 34090

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803	06	Intersection Records	C	2	C+2	HC	--	PW	Includes correspondence, volume counts, accidents	GC 34090
803	07	Inventory, Traffic Control Devices	C	2	C+2	D HC	--	PW	Signs, lights, add or remove stop signs	GC 34090
803	08	Landscaping	C	2	C+2	D HC	--	PW	Plants, tree maintenance, work orders	GC 34090
803	09	Lighting	C	2	C+2	D	--	PW	Maintenance, work orders	GC 34090
803	10	Maintenance/Operations	C	2	C+2	D	--	PW	Work orders, inspections, repairs, cleaning, reports, striping etc.	GC 34090
803	11	Traffic Operations	C	P	P	HC	--	PW	Fire hydrants, lighting districts, wheelchair ramps, storm drains, streets, sidewalks	GC 34090
803	12	Traffic Studies	C	10	C+10	D HC	--	PW	Includes analyses and surveys that are studies	GC 34090
803	13	Encroachment Permits	C	P	P	D HC E	Yes	Various	Encroachment permits, street opening permits, driveway permits	GC 34090(a); H&S 19850
803	14	Other Permits	C	2	C+2	D HC	--	PW	Improvement, oversized load, parking, paving, temporary street banners	GC 34090
803	15	Street Naming and Numbering	2	P	P	D	Yes	PW		GC 34090; GC 34090(a)
803	16	Speed Limits	C	2	C+2	E HC	--	PW	Engineering & Traffic Surveys	GC 34090
803	17	Traffic Safety	C	2	C+2	E HC	--	PW	Drivers Education, pedestrian safety, crosswalks, bicycle lanes, traffic calming, safe routs to school, school circulation	GC 34090
803	18	Bridges & Overpasses	C	2	C+2	E HC	--	PW	Life of structure	GC 34090
803	19	Inspection	C	2	C+2	D HC	--	PW	Includes intersection, sidewalks, bridges and overpasses – keep for the life of structure	GC 34090
803	20	Traffic Count – Traffic Data	C	7	C+7	E HC	--	PW	Evaluation of traffic volume, Counts for ADT/Segments, turning movements, bike and pedestrian, LOS Calcs. queuing speed data, collision data, historical trends, origin destination	GC 34090
803	21	Collision Data	C	2	C+2	D	--	PW	Collision database and related information	GC 34090
803	22	Truck Routes and Oversized Vehicles	C	2	C+2	HC	--	PW		GC 34090
803	23	Traffic Signs	C	2	C+2	E HC	--	PW	Log books, index register cards, inventory	GC 34090
803	24	Traffic Signals	C	2	C+2	D HC	Yes	PW	Logs, drawings, wiring diagrams, codes, circuits, installation records, testing & maintenance, traffic signal system, fiber optic comms., timing plans, special event timing, signals, lighted crosswalk warning, flashing beacons, dynamic message signs, signals for other jurisdictions	GC 34090
803	25	Traffic Stripes and Markings	C	2	C+2	D HC	Yes	PW		GC 34090
803	26	Temporary Traffic Control	C	2	C+2	D HC	Yes	PW		GC 34090
803	27	Traffic Calming	C	2	C+2	D HC	Yes	PW		GC 34090
804		**UTILITIES**								

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804	01	General Information	2	--	2	HC	--	PW		GC 34090
804	02	Facilities	C	2	C+2	E HC	--	PW	If City owned	GC 34090
804	03	Gas & Electric Rates	C	2	C+2	HC	--	FF		GC 34090
804	04	Underground	2	P	P	HC	Yes	PW		GC 34090; GC 4003; GC 4004; H&S 19850
804	05	Water Utilities	2	P	P	HC	Yes	PW	Marina Coast Water, Desalinization plants	GC 34090
805		**MAPPING**								
805	01	General Information	2	--	2	HC	--	PW		GC 34090
805	02	GIS System	C		C	D	--	PW		GC 34090
805	03	Aerial Photos	C	10	C+10	D E HC	--	PW	Keep in flat files	GC 34090
806		**WATER/STORM DRAINAGE/FLOOD CONTROL**								
806	01	General Information	2	--	2	HC	--	PW		GC 34090
806	02	Flood Control	C	P	P	HC	Yes	PW	Drainage, flood zones, dams, lakes, creeks	GC 34090
806	03	Flood Control Insurance Programs, Policies, Records	C	2	C+2	HC	--	PW	Includes policies, rules, programs	GC 34090
806	04	Drainage Maps	C	P	P	HC	Yes	PW	Line location, easements	GC 34090
806	05	Drainage Complaints	2	--	2	E HC	--	PW		GC 34090
806	06	Inventory, Equipment	C	2	C+2	E HC	Yes	PW		GC 34090
806	07	Locations	C	P	P	E HC	Yes	PW	Mains, valves, hydrants, wells	GC 34090
806	08	Maintenance & Operations	C	2	C+2	D	--	PW	Work orders, inspections, repairs, cleaning, reports	GC 34090
806	09	Well & Pumping	C	2	C+2	E HC	--	PW	Times operational, power used	GC 34090
806	10	Water Master Plan	C	2	C+2	HC	--	PW		GC 34090
806	11	Permits: NPDES	C	P	P	HC	Yes	PW	National Pollutant Discharge Elimination System (Stormwater permits)	40 CFR 122.28
806	12	Permits: California Regional Water Quality Control Board	C	P	P	HC	Yes	PW	Bilge water discharges, Areas of Special Biological Significance (ASBS)	GC 34090
806	13	Policies and Procedures	C	2	C+2	HC	--	PW		GC 34090
806	14	Rates	C	2	C+2	HC	--	PW		GC 34090
806	15	Reclamation	C	5	C+5	E HC	--	PW	Daily operations	40 CFR 122.41
806	16	Conservation & Consumption Reports	C	2	C+2	HC	--	PW		GC 34090
806	17	Corrosion Control	C	12	C+12	HC	--	PW	Compliance documentation	40 CFR 141.91
806	18	Discharge Monitoring	C	5	C+5	E HC	--	PW	Average amount of pollution discharge into water	40 CFR 122.41

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City of Marina
Records Retention/Disposition Schedule

			RETENTION PERIODS			FORMAT	VITAL	DoR	REMARKS	CITATION
			Active	Inactive	Total	See legend on last page				See legend on last page
806	19	Hydrograph	C	P	P	HC	Yes	PW	Daily flow of streams	GC 34090
806	20	Lead Service Lines	C	12	C+12	HC	Yes	PW	Compliance documentation	40 CFR 141.91
806	21	Public Education	C	12	C+12	HC	--	PW	Compliance documentation	40 CFR 141.91
806	22	Quality Parameters	C	12	C+12	HC	--	PW	Compliance documentation	40 CFR 141.91
806	23	Sanitary Surveys	C	10	C+10	HC	--	PW	Compliance documentation	40 CFR 141.91
806	24	Source Water	C	12	C+12	HC	--	PW	Compliance documentation	40 CFR 141.91
806	25	State Certification	C	12	C+12	HC	--	PW	Compliance documentation	40 CFR 141.91
806	26	Variances, Water System	C	5	C+5	HC	--	PW		40 CFR 141.33
806	27	Well Level	C	2	C+2	HC	--	PW		GC 34090
806	28	Surveyor Field Notes	C	P	P	HC	--	PW	Notes preparatory to maps of water installation	GC 34090
806	29	Surveys, Water Systems Sanitary	C	10	C+10	HC	--	PW	Statistics, reports, correspondence	40 CFR 141.33
806	30	Bacteriological Analysis	C	5	C+5	HC	--	PW	Compliance records include location, date, method and results; corrections, analysis of bacterial content	40 CFR 141.33
806	31	Chemical Analysis	C	10	C+10	HC	--	PW	Compliance records include location, date, method and results; corrections, analysis of chemical content	40 CFR 141.33
806	32	Quality	C	12	C+12	HC	--	PW	Compliance Documentation including sampling data, analysis, reports, surveys, evaluation, schedules, etc.	40 CFR 141.91
806	33	Valve Main Records	2	P	P	HC	Yes	PW		GC 34090
806	34	Violations, Drinking Water	C	3	C+3	HC	--	PW	Retention applies to each violation	40 CFR 141.33
807		**CAPITAL IMPROVEMENTS AND PMSA FILES**								
807	01	General Information	2	--	2	HC	--	PW		GC 34090
807	02	Capital Improvement and PMSA Projects	C	10	C+10	HC	--	PW	Construction/Project related documents	CCP 337.15; GC 34090
807	03	CIP & PMSA Construction Design Plans and Specifications	C	P	P	E HC	Yes	PW		GC 34090; H&S 19850
808		**NEIGHBORHOOD IMPROVEMENT PROGRAM (NIP) FILES**								
808	01	General Information	2	--	2	HC	--	PW		GC 34090
808	02	NIP Projects	C	10	C+10	HC	--	PW	Construction/Project related documents	CCP 337.15
808	03	NIP Construction Design Plans and Specifications	C	P	P	E HC	Yes	PW		GC 34090; H&S 19850; CCP 337.15
809		**PARKS**								
809	01	General Information	C	2	C+2	HC	--	PW		GC 34090
809	02	Inventory, Equipment	Au	2	Au+2	E	--	PW	Warranties	GC 34090

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City of Marina
Records Retention/Disposition Schedule

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			Active	Inactive	Total	See legend on last page				See legend on last page
809	03	Maintenance/Operations	C	2	C+2	D	--	PW	Work Orders, inspection, repairs, schedules	GC 34090
809	04	Reports & Studies	C	2	C+2	HC	--	PW	Accidents, Expansion studies, future sites	GC 34090
809	05	Parks Policies, Programs & Procedures	C	2	C+2	E	--	PW	Park rules & regulations and programs and any appeals to the same (e.g. RV Storage)	GC 34090
809	06	Pest Control	C	2	C+2	HC	Yes	PW	Regulations, recommendations, MSDS sheets, monthly use reports, labels	GC 34090
809	07	Districts, Agencies, Organizations	C	2	C+2	HC	--	REC	Correspondence, membership information	GC 34090
809	08	Parks, Playgrounds	C	3	C+3	E	--	PW	Site files, inspection records, repairs	GC 34090
809	09	Plans	C	2	C+2	HC	--	PW	Plans, new sites, expansions	GC 34090
809	10	Recreation Trail	C	2	C+2	HC	--	PW		GC 34090
810		**FORESTRY**								
810	01	General Information	C	2	C+2	HC	--	PW PL		GC 34090
810	02	Tree Removal Permits	2	3	5	E HC	--	PL	Permits and related correspondence, regulations. This includes request drafted by CDD for tree removal	GC 34090(a); H&S 19850
810	03	Greenbelts – Tree Maintenance	C	3	C+3	E HC	--	PW	Maintenance, Management plan	GC 34090
810	04	Programs, Studies, and Reference Materials	C	2	C+2	HC	--	PW	Studies related to tree health, diseases	GC 34090
811		**CITY OWNED VEHICLES**								
811	01	General Information	2	--	2	HC	--	PW		GC 34090
811	02	Inventory, Equipment, Parts & Supplies	C	2	C+2	D E HC	Yes	PW	Staff reports to purchase vehicles	GC 34090
811	02	Owner's Manual and Vehicle Information	C	C	C	HC	Yes	PW		GC 34090
811	04	Licenses, Permits	C	2	C+2	HC	Yes	FF	Forms, related documents regarding licenses and permits inquired be federal and state agencies	GC 34090
811	05	Maintenance Operations	C	2	C+2	D HC	--	PW	Related requests for service and work orders	GC 34090
811	06	Fueling	Au	3	Au+3	D HC	--	PW	Meter readings, fuel consumption reports, invoices, receipts	CCP 337
811	07	Accident Reports	3	--	3	HC	--	PW	Memos and working documents	GC 34090
811	08	Vehicle Assignment	C	2	C+2	HC	--	PW	Log books, request forms	GC 34090
812		**REGIONAL TRANSPORTATION PLANNING**								
812	01	General Information	2	--	2	HC	--	Various		GC 34090
812	02	Monterey Salinas Transit	C	2	C+2	HC	--	Various		GC 34090
812	03	Transportation Agency of Monterey County (TAMC)	C	2	C+2	HC	--	Various	TAMC, Disadvantage Business Enterprise (DBE)	GC 34090
812	04	Taxi Service/Franchise Information	C	10	C+10	HC	--	PD		GC 34090

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City of Marina
Records Retention/Disposition Schedule

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			Active	Inactive	Total	See legend on last page				See legend on last page
812	05	Other Jurisdictions	C	2	C+2	HC	--	PW		GC 34090
812	06	Rail and Railroad Services	c	2	C+2	HC	--	PW		GC 34090
812	07	Association of Monterey Bay Area Governments (AMBAG)	C	2	C+2	HC	--	PW	Non-transportation planning AMBAG files go under 706-04	GC 34090
812	08	California Department of Transportation (CalTrans)	C	2	C+2	HC	--	PW	Non-transportation planning CalTrans files go under 706-03	GC 34090
812	09	Local	C	2	C+2	HC	--	PW		GC 34090
812	10	Alternate Transportation	C	2	C+2	HC	--	PW	Relates to rai, transit, bicycle, pedestrian and any other mode of transportation that does not involve travel	GC 34090
900		**PUBLIC FACILITIES**								
901		PARKING								
901	01	General Information	2	--	2	HC	--	Various		GC 34090
901	02	Regulations	C	2	C+2	E HC	--	Various		GC 34090
901	03	Parking Permit and Programs	C	2	C+2	D	--	PW – Bldg.	Residential and commercial parking permits (parking leases)	GC 34090
901	04	Parking Enforcement	C	2	C+2	D	--	PD-CSO		GC 34090; GC 40215
902		**CITY HALL COMPLEX**								
902	01	General Information	2	--	2	HC	--	Admin		GC 34090
902	02	City Council Chamber	2	P	P	HC	--	Admin	Systems & General Information	GC 34090
902	03	Facility Rental	2	2	C+2	HC	--	Admin	Council Chamber Rental	GC 34090
903		**PUBLIC ART & CULTURAL**								
903	01	General Information	C	2	C+2	HC	--	Various		GC 34090
903	02	Public Art	C	--	--	E HC	--	Various	Paintings, sculpture, monuments, music, sound recordings, etc. owned by the City or displayed on City property and reproductions of these items	GC 34090
903	03	Historic Collections	C	--	--	E HC	--	Various	Historic collections and reproductions of such items	GC 34090
904		**AIRPORT INFORMATION**								
904	01	General Information	2	--	2	HC	--	Air		GC 34090
904	02	Noise Monitoring & Complaints	C	10	C+10	HC	--	Air	Correspondence, studies, memos, reports, log books, and may include reports on contamination/contamination issues.	14 CFR 139.207(b); 14 CFR 171.13 – 171.213
904	03	Reports	C	8	C+8	HC	--	Various	Property damage, accidents, injuries	14 CFR 139.207

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City of Marina
Records Retention/Disposition Schedule

			RETENTION PERIODS			FORMAT	VITAL	DoR	REMARKS	CITATION
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LEGEND

Citation Codes

B&P – California Business and Professions Code
CAC – California Administrative Code
CCP – Code of Civil Procedure
CCR – Code of California Regulations
CEQA – California Environmental Quality Act
CFR – Code of Federal Regulations
DSWVP – Disaster Service Worker Volunteer Program
EC – California Elections Code
EEOC – Equal Employment Opportunity Commission
EVID – California Evidence Code
FC – California Finance Code
FMLA – Family and Medical Leave Act
GC – California Government Code
H&S – California Health and Safety Code
IRS – Internal Revenue Service
LC – California Labor Code
MCH – Maternal and Child Health Service
OES – California Office of Emergency Services
OMB – Federal Office of Management & Budget
OSHA – Occupational Safety and Health Administration
PC – Penal Code
R&T – Revenue and Taxation Code
UFC – Uniform Fire Code
USC – United States Code
VC – California Vehicle Code
WIC – Welfare and Institutions Code

Retention Period Codes

A/E – After Expiration
Au – Audit
C – While Current/Until Completed
P – Permanent
T – Until Termination

Format Codes

D – Database
E – Electronic/Image File
HC – Hard Copy
M – Microfiche/Film
S – Samples

When a record may be retained in multiple formats, (indicated as "HC E" or "E HC"), any format may be chosen with neither format considered to be preferable over the other(s).

Department of Record (DoR) Codes

Admin – Administration/City Clerk
Air – Airport
Bldg. – Building
CA – City Attorney
CM – City Manager
CSO – Community Service Officer
FF – Finance
FD – Fire Department
HR – Human Resources/Risk Management
IT – Information Technology
PD – Police
PL - Planning
PW – Public Works
REC – Recreation Cultural Service

HOW TO USE RETENTION SCHEDULES

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A legend explaining the information presented in the retention schedule; please read this for an explanation of every column.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and electronic format (a computer file on a hard drive), **all electronic and paper records should be destroyed (or deleted / erased) after the specified period of time has elapsed** and authorization to destroy has been obtained.

Copies or duplicates of records should never be retained longer than the prescribed period for the official (original) record, and drafts and copies should be destroyed as soon as they are no longer required.

The term "records" shall include all records as defined by the California Public Records Act.

STRUCTURE: CITY-WIDE, DEPARTMENTS & DIVISIONS

The City-wide retention schedule includes those records all departments have in common (e-mails, letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. The department retention schedules may be organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the City-wide retention schedule, or look in the index to the schedules (provided after approval.)

BENEFITS

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the City with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free office space and computer storage space
- Reduce the cost of records storage – paper and electronic
- Eliminate duplication of effort within the City
- Find records faster
- Determine what media should be used to store records

AUTHORIZATION TO DESTROY RECORDS (Paper or Electronic Records):

Destruction or deletion of an **official (original) record** that has exceeded its retention period must be **authorized prior to destruction or deletion.**

- If there is a **minimum** retention ("**Minimum 2 years**"), the destruction / deletion must be authorized before it is destroyed, as it is an official (original) record.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

- If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft, copy, or the Content is NOT Substantive.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or resolution).**"

RECORDS RETENTION SCHEDULE LEGEND

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OFR (Office of Record): The department that keeps the Official (original or "record copy") record for its retention period, then authorizes destruction. Usually, it is the department that originates the record. The official (original) record may be the paper / hard copy version of the record; however the electronic record may be the official (original) record. See the "Destroy Paper after Imaged & QC'd" below for the Legal Requirements for the electronic record to be the official (original) record.

Records Description: The record series (a group of like records).

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:
Active *(guideline)*: How long the file remains in the immediate office area
Inactive *(guideline)*: How long the file is in off-site storage, stored electronically in accordance with law (see below)
Total Retention: The total number of years the record is retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.
P = Permanent
Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated.

Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) **terms used in State law**:
Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
Ppr = Paper
OD = Optical Disk or other **Unalterable Media which does not allow changes**

Scan / Import (*guideline*)**:**
"S" indicates the record should be scanned into the document imaging system;
"I" indicates the record should be electronically imported into the document imaging system;
"M" indicates the record was microfilmed

Destroy Paper after Imaged & QC'd (quality checked) / Trustworthy Electronic Record: "Yes" means the **electronic** record may serve as the **OFFICIAL** record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format) **IF (these are the legal requirements for the electronic record to serve as the official (original) record)** the electronic record is also **placed on Unalterable Media, Immutable Cloud Media, Optical Disk (OD), DVD-R, CD-R, Blue-ray-R, or WORM**, **or microfilmed**) which is **stored in a safe & separate location**. Employees are required to Quality Check ("QC'd") both the images and the indexes, and ensure the electronic record **contains all significant details from the original and be an adequate substitute for the original document for all purposes;** other legal mandates may apply.

Legend for legal citations (§: Section)
CC: Civil Code (CA)
CFC: California Fire Code
EVC: Evidence Code (CA)
FTB: Franchise Tax Board (CA)
HUD: Housing & Urban Develop. (US)
PC: Penal Code (CA)
UFC: Uniform Fire Code
W&I: Welfare & Institutions Code (CA)
B&P: Business & Professions Code (CA)
CCP: Code of Civil Procedure (CA)
CFR: Code of Federal Regulations (US)
FA: Food & Agriculture Code
GC: Government Code (CA)
LC: Labor Code (CA)
PRC Public Resources Code
USC: United States Code (US)
CBC: California Building Code
CCR: California Code of Regulations (CA)
EC: Elections Code (CA)
FC: Family Code (CA)
H&S: Health & Safety Code (CA)
Ops. Cal. Atty. Gen..: Attorney General Opinions (CA)
R&T: Revenue & Taxation Code (CA)
VC: Vehicle Code (CA)

RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CITY-WIDE (Used by All Departments)								
Lead Dept.	CW-000	Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GC §§34090, 54960.1(c)(1)
Lead Dept.	CW-001	Agreements & Contracts - **ORIGINALS NOT COUNCIL-APPROVED (INFRASTRUCTURE, OR IF IMAGED, JPAs, MOUs) PRIOR TO 9/2023** (After 9/2023, ALL Contracts & Agreements go to City Clerk, whether or not they are approved by the City Council) Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work), Lead Dept Scans all final agreements or contracts into OnBase **Examples of Infrastructure**: Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property & property restrictions, redevelopment, reservoirs, sewers, sidewalks, street & alley improvements, settlement, subdivisions, utilities, water, etc.	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; All infrastructure contracts should be permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §337 et. seq., GC §34090; Contractor has retention requirements in 48 CFR 4.703

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-002	Agreements & Contracts - **ORIGINALS NOT COUNCIL-APPROVED (NON-INFRASTRUCTURE, Professional Services Agreements, Tenant / Lease Agreements - NOT IMAGED)** (After 9/2023, ALL Contracts & Agreements go to City Clerk, whether or not they are approved by the City Council) Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work), Lead Dept Scans all final agreements or contracts into OnBase **Examples of Non-Infrastructure:** Consultants, Franchises, Landscaping, Painting, Slurry Seals (Paving), Tree Trimming, Leases, Personnel, Professional Services, etc..	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 10 years for Errors & Omissions, 4 years for contracts; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
Lead Dept.	CW-003	Agreements & Contracts: **ADMINISTRATION (WITHOUT Grant Funding)** (Project Administration, Certified Payrolls, Project Schedules, RFP - Request for Proposal or Successful Proposal, etc.) Send all Original Agreements / Contracts, Amendments, and Insurance certificates to the City Clerk	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City preference; Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-004	Agreements & Contracts: **ADMINISTRATION (WITH Grant Funding)** (Project Administration, Certified Payrolls, Project Schedules, RFP - Request for Proposal or Successful Proposal, etc.) Send all Original Agreements / Contracts, Amendments, and Insurance certificates to the City Clerk	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(b), 29 CFR 97.42; OMB Circular A-133GC §34090
Lead Dept.	CW-005	Agreements & Contracts: **UNSUCCESSFUL BIDS, PROPOSALS or RESPONSES to RFPs** (Request for Proposals) **and/or RFQs** (Request for Qualifications) that don't result in a contract	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Includes unopened bids; GC §34090
Lead Dept.	CW-006	Copies or duplicates of any record	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090.7
Dept. that **Authors** Document or Receives the City's Original Document	CW-007	Correspondence - **ROUTINE (Content relates in a SUBSTANTIVE way to the conduct of the public's business)** (e.g. e-mail, Letters, Memorandums, Administrative, Chronological, General Files, Reading File, Working Files, etc.) IF the Content relates in a SUBSTANTIVE way to the conduct of the public's business	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	ONLY IF the Content relates in a substantive way to the conduct of the public's business; City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017; GC §34090

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Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Dept. that **Authors** Document or Receives the City's Original Document	CW-008	Correspondence - **TRANSITORY / PRELIMINARY DRAFTS**, Interagency and Intraagency Memoranda NOT retained in the ordinary course of business **Content NOT Substantive**, or NOT made or retained for the purpose of preserving the informational content for future reference (e.g. calendars, checklists, e-mail, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, PowerPoint presentations, speaker cards, speech notes, staff videoconference chats, notes and recordings, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, preliminary notices for construction projects, undeliverable envelopes, visitors logs, voice mails, webpages, etc.)	When No Longer Required		Mag, Ppr			Electronic and paper records are categorized, filed and retained based upon the **CONTENT** of the record. Records where **either the Content relates in a substantive way to the conduct of the public's business, or ARE made or retained for the purpose of preserving the informational content for future reference** are saved by placing them in an electronic or paper (project) file folder and retained for the applicable retention period. If not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary draft. GC §§34090, 7927.500, 7928.705 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017
Lead Dept.	CW-009	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §§34090; 7927.500, 7928.705

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-010	Personnel Files (**Supervisor's Notes / Performance Journal Notes)**	After Incorporation into Performance Appraisal, or Written Discipline	Before Annual Performance Evaluation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Preliminary drafts and notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline, if required; GC §34090 et seq.
Lead Dept.	CW-011	Public Relations / Press Releases	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
n/a	CW-012	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, etc.: Produced by **OUTSIDE ORGANIZATIONS** (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-Records
Lead Dept.	CW-013	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, Administrative Policies, Strategic Plans, etc.: Produced by **YOUR Department**	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Lead Dept.	CW-014	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, Administrative Policies, Strategic Plans, etc.: Produced by **OTHER Departments**	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7
Lead Dept.	CW-015	Reports and Studies (Historically significant - e.g., Zoning Studies)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Administratively and Historically significant, therefore retained permanently; GC §34090
Lead Dept.	CW-016	Reports and Studies (other than Historically significant reports - e.g. Annual Reports)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Information is outdated after 10 years; If historically significant, retain permanently; GC §34090

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RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

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HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
Lead Dept.	CW-017	Special Projects / Subject Files / Issue Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Lead Dept.	CW-018	Surveys / Questionnaires (that the City issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	CW-019	Training Presented by City Staff - **COURSE RECORDS / Vector Solutions Database** (Attendance Rosters, Outlines and Materials; includes Ethics, Harassment, & Safety Training & Tailgates)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets OSHA requirements; Ethics Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b)

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Ver. 3.0

RECORDS RETENTION SCHEDULE: CITY CLERK

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
CITY CLERK								
City Clerk	CC-001	Agenda Packets - **City Council, Redevelopment Agency, Successor Agency, Oversight Board, Airport Commission, Groundwater Sustainability Agency** Includes Appeals, Budgets, Annual Financial Reports (CAFR, ACFR)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-002	Agreements & Contracts, Amendments - **ALL (NON-INFRASTRUCTURE, Professional Services Agreements, Tenant / Lease Agreements - NOT IMAGED)** Excludes Recreation *Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work), insurance certificates* **Examples of Non-Infrastructure**: Consultants, Franchises, Landscaping, Painting, Slurry Seals (Paving), Tree Trimming, Leases, Personnel, Professional Services, etc.	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 10 years for Errors & Omissions; 4 years for all contracts; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)

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RECORDS RETENTION SCHEDULE: CITY CLERK

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	CC-003	Agreements & Contracts, Amendments - **ALL (INFRASTRUCTURE, OR IF IMAGED, JPAs, MOUs)** *Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work), insurance certificates* **Examples of Infrastructure:** Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property & property restrictions, redevelopment, reservoirs, sewers, sidewalks, street & alley improvements, settlement, subdivisions, utilities, water, etc.	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; All infrastructure contracts should be permanent for emergency response; Statute of Limitations is 10 years for Errors & Omissions; 4 years for all contracts; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
City Clerk	CC-004	City Articles of Incorporation	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-005	Commission / Committee Applications (All, whether appointed or not)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-006	Commission / Committee Maddy Act Lists / Vacancy Notices	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-007	Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **DESIGNATED EMPLOYEES & CONSULTANTS** (specified in the City's Conflict of Interest code)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	City maintains original statements; GC §81009(e)&(g)

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RECORDS RETENTION SCHEDULE: CITY CLERK

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City Clerk	CC-008	Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **PUBLIC OFFICIALS** (elected & not elected. Includes City Council Members, Planning Commission Members, City Manager, City Treasurer & City Attorney)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Standard municipal government practice; City maintains copies only; original statements are filed with FPPC; GC §81009(f)&(g)
City Clerk	CC-009	FPPC Form 801 (Gift to Agency Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Must post on website; GC §81009(e)
City Clerk	CC-010	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Should post on website for 4 years; GC §81009(e)
City Clerk	CC-011	FPPC Form 803 (Behested Payment Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	GC §81009(e)
City Clerk	CC-012	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Must post on website; 2 CCR 18705.5; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)
CITY CLERK / ELECTIONS (CONSOLIDATED)								
City Clerk	CC-013	Campaign Filings (FPPC 400 Series Forms & Form 501): **UNSUCCESSFUL CANDIDATES**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Paper must be retained for at least 2 years; GC §81009(b)&(g)
City Clerk	CC-014	Campaign Filings (FPPC 400 Series Forms & Form 501): **SUCCESSFUL CANDIDATES** (Elected Officials)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Paper must be retained for at least 2 years; GC §81009(b)&(g)
City Clerk	CC-015	Campaign Filings (FPPC 400 Series Forms): **THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK** (copies)	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Paper must be retained for at least 2 years; GC §81009(f)&(g)
City Clerk	CC-016	Campaign Filings (FPPC 400 Series Forms): **OTHER COMMITTEES** (PACS - not candidate-controlled)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	Paper must be retained for at least 2 years; GC §81009(c)&(g)

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City Clerk	CC-017	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - **SUCCESSFUL CANDIDATES**	Term of Office + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statewide guidelines proposes 4 years for successful candidates, 2 years for unsuccessful; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Clerk	CC-018	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - **UNSUCCESSFUL CANDIDATES**	Election + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statewide guidelines proposes 4 years for successful candidates, 2 years for unsuccessful; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Clerk	CC-019	Elections - **GENERAL, WORKING or ADMINISTRATION** Files (Correspondence, Applications to fill a Vacancy on the City Council, Planning Commission, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, Polling Locations and Precinct Board Members, Notices, Postings, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-020	Elections - **HISTORICAL** Files (Copies of Sample Ballot, Copy of Resolution Declaring Results, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
City Clerk	CC-021	Elections - Petitions (Initiative, Recall or Referendum) - **IF INSUFFICIENT**	Final Examination + 1 year after petition examination		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400

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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).								
City Clerk	CC-022	Elections - Petitions (Initiative, Recall or Referendum) - **IF SUFFICIENT**	Results + 8 months		Ppr			Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
(End of City Clerk Elections Section)								
City Clerk	CC-023	Historical Records, Photographs, & Historical Projects (e.g. City Anniversaries, Incorporation, City Seal, Awards of significant historical interest, Grand Openings, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	City Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090
City Clerk	CC-024	Minutes: **City Council, Redevelopment Agency, Successor Agency, Oversight Board, Airport Commission, Groundwater Sustainability Agency**	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090(e)
City Clerk	CC-025	Oath of Office / Appointments: City Council, Board and Commission Members	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department Preference; Statute of Limitations: Public official misconduct is discovery of offense + 4 years, GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113
City Clerk	CC-026	Ordinances	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090(e)
City Clerk	CC-027	Petitions (submitted to Council on any subject - Dog Parks, Parking, Traffic Calming, etc.) See Elections for Initiative, Recall or Referendum Petitions	1 year		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Law requires 1 year for petitions; GC §50115
City Clerk	CC-028	Proclamations & Certificates	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090

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City Clerk	CC-029	Public Records Requests / Subpoenas Duces Tecum	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
City Clerk	CC-030	Recorded Documents: Deeds, Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090(a)
City Clerk	CC-031	Recordings: **Audio or Video** of City Council Meetings	Minimum 4 years		Mag			Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.6
City Clerk	CC-032	Records Destruction Authorization Forms & Certifications (All Departments) / Authorizations to Update Records Retention Schedules	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	Department preference; GC §34090
City Clerk	CC-033	Resolutions: City Council, Redevelopment Agency, Successor Agency, Oversight Board,	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC'd & OD	GC §34090(e)

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RECORDS RETENTION SCHEDULE: CITY MANAGER

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Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS:** Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
CITY MANAGER								
City Manager	CM-001	Economic Interest Filings (FPPC Form 635 / 602) - **Lobbyist Authorization / Reporting**	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC	2 CCR 18615(f), GC §34090
City Manager	CM-002	Project Files / Subject Files (Subject will change over time)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.

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RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

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HUMAN RESOURCES								
Human Resources	HR-001	1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage) & Transmittal Form)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090
Human Resources	HR-002	Benefit Plan Documents (CalPERS, Dental, Vision, etc.)	Duration of the Contract + 6 years	Yes: For Duration of Contract	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; 28 CCR 1300.85.1; GC §34090
Human Resources	HR-003	California Civil Rights Department (CRD) / Department of Fair Employment & Housing (DFEH or EEOC) Claims / Harassment Claims	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 12960, 34090
Human Resources	HR-004	Claims	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
Human Resources	HR-005	Classification / Reorganization Studies (for employee classifications and department structures)	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 12960, 34090

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Human Resources	HR-006	Compensation Surveys & Studies	Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, 34090
Human Resources	HR-007	Contracts for Investigators	Completion + 5 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Statute of Limitations for contractual obligations is 4 years; CCP §§337. 337.1(a), 337.15, 343; GC §34090
Human Resources	HR-008	COVID-19 Notifications to Employees	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	LC §6409.6(k), GC §34090
Human Resources	HR-009	DE-34 (California EDD Report of New Employees)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090
Human Resources	HR-010	Employee Investigations	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090;
Human Resources	HR-011	Employment Verifications	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Non-records, content is not substantive; GC §34090 et seq.

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RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS**: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
Human Resources	HR-012	Grievances	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match retention for personnel files; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)
Human Resources	HR-013	I-9s	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 34090
Human Resources	HR-014	Job Descriptions / Job Classification / Job Specifications	Minimum Superseded + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090

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RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
If the record is not listed here, refer to the Retention for City-Wide Standards								
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.								
***HOLDS**: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).*								
Human Resources	HR-015	Personnel Files - **Employee File (Official Personnel File)** Includes Application, Backgrounds, Discipline, Evaluations, Policy Acknowledgements, Employee's Oath of Office / Oath for Disaster Worker, PAF / Personnel Action Forms, etc.)	Separation + 6 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53237.2(b), LC 1198.5
Human Resources	HR-016	Personnel Files - **Medical File** Pre-employment Medical Clearances, ADA Accommodations, Fit for Duty, etc.	Separation + 30 years OR Deceased + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Medical Files for all employees are required to be maintained at least the duration of employment plus thirty (30) years; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090
Human Resources	HR-017	Recruitment and Testing File / NeoGov Database Includes Advertisements, Applications candidates not selected, Interview Notes, Job Brochures, Test Data, Testing Analysis & statistical Metric, Job Analysis, Rating Sheets, Scantrons, Background Checks, etc.	Hiring Decision + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 12960, 34090
Human Resources	HR-018	Workers Compensation Claims / Long Term Disability Claims (Includes all Accident, Incident, or Injury Reports from Employees)	Separation + 30 years OR Deceased + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090

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May 14, 2025 Item No. **10g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2025-, ACCEPTING THE GRANT OF AVIGATION EASEMENT FOR THE MARINA STATION DEVELOPMENT PROJECT SUBDIVISION AFFECTING PHASES 1 AND 2, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT OF AVIGATION EASEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2025-, accepting the Grant of Avigation Easement affecting Phases 1 and 2 of Marina Station Development Project Subdivision, and;

2. Authorizing the City Clerk to execute the Grant of Avigation Easement Agreement, on behalf of the City, subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of March 4, 2008, the City Council adopted Resolution No. 2008-45, approving the Vesting Tentative Map for the Marina Station Development Project Subdivision located at northern property boundary of the City.

At the regular meeting of March 4, 2008, the City Council adopted Resolution 2008-41, approving and certifying the Marina Station Specific Plan Environmental Impact Report. As part of the certification of the Final Environmental Impact Report ("FEIR"), the City adopted certain mitigation measures to reduce significant environmental impacts identified in the FEIR and adopted a Mitigation Monitoring and Reporting Program ("MMRP"). The mitigation measures addressed a variety of issues including traffic impacts and measures to address the biological impacts of the Marina Station Project.

ANALYSIS:

The developers have submitted the Grant of Avigation Easement Agreement ("Agreement") **("EXHIBIT A")** to the City for review and approval. After review, staff has determined that the conditions of approval have been met for the Avigation Easement.

The Developers are the owner in fee of that certain parcel of land situated within the City, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference ("Property").

As incident to the conducting of airport operations by the City, properties situated in close proximity to the Marina Municipal Airport (the "Airport") may be subject to noise, the flight of low-flying aircraft within their airspace, and other effects associated with the operation of an airport.

The Property is situated within close proximity of the Airport. The execution of the Agreement shall satisfy Condition of Approval and Mitigation Measure #35 for the Marina Station project.

FISCAL IMPACT:
Should the City Council approve this request, the Developer has provided payment to cover the costs associated with the production, review, and recording of the Avigation Easement Agreement.

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

Respectfully submitted,

_____
Edrie De Los Santos, P.E .
Engineering Division
City of Marina

REVIEWED/CONCUR:

_____
Ismael Hernandez
Public Works Director
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF MARINA ACCEPTING THE GRANT OF AVIGATION EASEMENT FOR THE MARINA STATION DEVELOPMENT PROJECT SUBDIVISION PHASES 1 AND 2, AND AUTHORIZING THE CITY CLERK TO EXECUTE THE GRANT OF AVIGATION EASMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of March 4, 2008, the City Council adopted Resolution No. 2008-45, approving the Vesting Tentative Map for the Marina Station Development Project Subdivision, located at northern property boundary of the City;

WHEREAS, at the regular meeting of March 4, 2008, the City Council adopted Resolution 2008-41, approving and certifying the Marina Station Specific Plan Environmental Impact Report;

WHEREAS, on March 4, 2008, the City Council of the City of Marina certified the final environmental impact report for the Marina Station Project (SCH No. 2005061056). The FEIR served as the environmental review for the Development and the Project Approvals and entitlements. Section 15162 of the CEQA Guidelines states that if an FEIR or negative declaration has been adopted for a project, no subsequent FEIR is to be prepared unless there have been substantial changes to the project, substantial changes with respect to the circumstances under which the project is undertaken or new information of substantial importance shows that the project would have significant effects not discussed in the FEIR, and;

WHEREAS, the developers have submitted Grant of Avigation Easement Agreement ("Agreement") ("EXHIBIT A") to the City for review and approval. After review, staff has determined that the conditions of approval have been met for the Avigation Easement;

WHEREAS, the developers are the owner in fee of that certain parcel of land situated within the City/County, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property");

WHEREAS, as incident to the conducting of airport operations by the City, properties situated in close proximity to the Marina Municipal Airport (the "Airport") may be subject to noise, the flight of low-flying aircraft within their airspace, and other effects associated with the operation of an airport;

WHERAS, the Property is situated within close proximity of the Airport. The execution of the Agreement shall satisfy Condition of Approval and Mitigation Measure #35 for the Marina Station project;

WHEREAS, should the City Council approve this request, the Developer has provided payment to cover the costs associated with the production, review, and recording of the Avigation Easement Agreement;

WHEREAS, the findings and conclusions made by the City Council in this resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the proposed Avigation Easement Agreement, which is incorporated herein by this reference. The findings are not based solely on the information provided in this resolution.

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

1. Accept the Grant of Avigation Easement for the Phases 1 and 2 of Marina Station Development Project Subdivision, and;

2. Authorize the City Clerk to execute the Grant of Avigation Easement Agreement, on behalf of the City subject to final review and approval by the City Attorney Authorize the City Clerk to certify the Final Map 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 20th day of May 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

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Marina
209 Cypress Avenue
Marina, CA 93933
ATTN: Alyson Hunter - Community Development

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF AVIGATION EASEMENT AGREEMENT

THIS GRANT OF AVIGATION EASEMENT AGREEMENT (this "Agreement") is made by and between Marina Station, LLC, and Marina Station Phases 1 and 2, LLC ("Grantors"), and the City of Marina, a political subdivision of the State of California ("Grantee").

WHEREAS, Grantor is the owner in fee of that certain parcel of land situated within the City/County, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property");

WHEREAS, as incident to the conducting of airport operations by the Grantee, properties situated in close proximity to the Marina Municipal Airport (the "Airport") may be subject to noise, the flight of low-flying aircraft within their airspace, and other effects associated with the operation of an airport;

WHEREAS, the Property is situated within close proximity of the Airport;

WHEREAS, in order to minimize the effects associated with the operation of an airport, properties situated in close proximity to the Airport have historically been used for agricultural and other low-intense uses;

WHEREAS, Grantor desires to develop the Property for an industrial, commercial or residential use of substantially greater intensity than the existing one; and

WHEREAS, the execution of this agreement shall satisfy Condition of Approval and Mitigation Measure #35 for the Marina Station project; and

WHEREAS, the uses and development standards contained in Tables 7-1, 7-2, 7-3 and 7-4 of the approved Specific Plan and included herein by reference are consistent and allowable under this agreement, and

WHEREAS, as a condition of granting permission to develop the Property for the commercial or residential use desired by Grantor the parties hereby agree as follows:

1. Aviation Easement. Grantor hereby grants, and Grantee hereby accepts a perpetual avigation easement and right-of-way, and certain rights appurtenant to said easement as set forth below, for the free and unobstructed aerial passage and flight of aircraft, of any and all kinds now known or hereinafter invented, used or designed for aerial navigation, in connection with the operation of the airport. Said easement and right-of-way shall be for the public benefit and use. Said easement and right-of-way shall be in, over, above and across the airspace of the Property.

2. Noise Element. Said easement and right-of-way shall include the right to cause, make and emit, in or about the airspace of the Property, such noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles, radio, television and other electromagnetic interferences, and all other effects as may be inherent in the operation, use, flight, maintenance, taking off, land and navigation of aircraft in connection with the present or future operation of the Airport (collectively, the "Effects").

3. Noise Level. Notwithstanding the foregoing, the level of aircraft noise to which the Property may be continuously subject by Grantee shall be no greater than 70 CNEL as determined in accordance with Section 5050 of Title 21 of the California Administrative Code. In the event that the State of California shall convert to the "Ldn" or "DNL" standard or any other standard used to calculate community noise exposure levels, the CNEL equivalent noise level of such standard shall be used in lieu of CNEL for purposes of this paragraph. In the event that the 65 CNEL standard (of the CNEL-equivalent standard, as applicable) shall judicially or administratively be deemed to be invalid, the Agreement shall continue in full force and effect subject to the highest permissible CNEL or CNEL-equivalent standard. This Agreement shall not be considered overburdened by unreasonable use if the noise which impinges on the Property exceeds the easement by an amount less than 1.5 db CNEL.

4. Mitigation. Grantee shall have no duty to avoid or mitigate any of the Effects by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, altering approach zones (including without limitation altering elevation of approaching aircraft, erecting sound or other barriers, establishing curfews, noise or other regulations, except to the extent, if any, such actions are validly required by governmental authority.

5. Release. Grantor hereby forever fully waives, surrenders, and releases any right, claim or cause of action that it may have now or in the future against Grantee and hereby covenants not to sue, file a complaint, claim or action in or before any federal, state or local judicial or quasi-judicial court or tribunal or administrative board, panel, commission or body or seek any form of alternative dispute-resolution relief (including, but not limited to, arbitration) against Grantee for an invasion of its airspace in connection with this Agreement or for being subject to any of the effects. Said release includes, but is not limited to, claims, whether known or unknown, for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, lost profits, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable relief. Grantor shall defend, indemnify and hold harmless Grantee from an against any and all lawsuits, complaints, claims or actions asserted by any of Grantor's lessees, sublessees or assignees of all or any part of the property against Grantee with respect to the flight or aircraft in or about the airspace of the property or the effects. In the event that Grantor shall sell or subdivide any part of the property, Grantor shall reference this Agreement and each grant deed or other deed of sale with respect to any part of the property or subdivision and shall indicate therein that the transferee's interest in the property shall be subject to this Agreement.

6. Third Parties. This Agreement shall not operate to deprive the Grantor of any rights that it may from time to time have against any individual or entity other than Grantee for the negligent or unlawful operation of aircraft, or the effects.

7. Obstruction to Navigation. Grantor shall not at any time construct or permit the construction, enlargement or growth of any building, structure, tree or other object that (1) constitutes an obstruction or hazard to air navigation under FAR Part 77; (2) obstructs or interferes with the use of the easements and rights-of-way herein granted; (3) creates electrical interference with radio communication between any installation upon said Airport and aircraft; (4) diminishes the ability of pilots to distinguish between

Airport lights and other lights; (5) impairs the general visibility in or around the vicinity of the Airport; or (6) otherwise endangers or impairs the landing, take-off or maneuvering of aircraft.

8. Runs With Land. The easements and right-of-way granted herein are for the benefit of the Airport and such other property as shall be subsequently acquired from time to time by Grantee as constituting a part of the Airport. All of the provisions of this Agreement shall run with the land which constitutes the property and shall bind Grantor to the maximum extent now or hereafter permitted by law. It is the intent of the parties that this Agreement shall comply with and satisfy California Civil Code Section 1468. The property shall be the subservient tenement and the Airport shall be the dominant tenement.

9. Successors and Assigns. The term "Grantor" as used herein shall include Grantor and all of its lawful heirs, successors, assigns, officers, agents, devisees, administrators, lessees, representatives, employees and all other entities or persons acquiring an interest in any part of the property. The term "Grantee" shall include the City in its present form or in any later reorganized, consolidated, or enlarged form, and any political subdivision, agency or entity of the City, any entity under contract with the City with respect to the management of its airport operations, and all of the City's officers, agents, representatives, employees and officials (whether elected, appointed or otherwise).

10. Attorney's Fees. In the event of a dispute arising between the parties hereunder, the prevailing party shall be entitled to its reasonable attorney's fees and costs (including, without limitation, expert witness fees and costs).

11. Captions. The caption headings herein are strictly for the convenience of the parties and are not intended to be used in the interpretation or construction of this Agreement.

12. Severability. It is the intent of the parties that in the event that any provision herein is held to be invalid, the remaining provisions shall continue in full force and effect unless enforcement of the Agreement so modified would frustrate the purposes of this Agreement.

13. Termination: This Agreement shall continue in full force and effect until such time as the Airport shall be abandoned and shall cease to be used for public airport purposes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

City of Marina:

_____
City Council

ATTEST:

_____
Council Secretary

MARINA STATION PHASE 1 AND 2 LLC,
a Delaware limited liability company

_____
By: Dustin Bogue
Title: Authorized Signatory

MARINA STATION , LLC,
a Delaware limited liability company

_____
By: Dustin Bogue
Title: Authorized Signatory

EXHIBIT ‘A’

AVIGATION EASEMENT AGREEMENT
Impacted parcels will be defined with future Final Maps. Current parcel map recorded October 21, 2024 in Volume 24 of Parcel Maps at Page 36 divides subject project area into three large parcels.

Description of Easement
See the following Legal Descriptions and Plat Maps

LEGAL DESCRIPTION
OF AN AVIGATION EASEMENT
IN AIRPORT SAFETY ZONE 4

An easement over certain real property situate in the City of Marina, County of Monterey, State of California, being portions of Parcel A and Parcel C as shown on that certain map filed in Volume 24 of Parcel Maps at Page 36 in the Records of said County, described as follows:

A strip of land 1,000 feet wide, lying 500 feet on each side of the following described centerline:

Beginning at a point on the southeasterly boundary of said Parcel C, that bears South 18°44'28" West, 2568.04 feet from the most easterly corner of Parcel B, as shown on said map; thence

1) North 55°40'00" West, 2683.86 feet to the POINT OF TERMINATION.

Containing 61.61 acres, more or less.

The sidelines of said strip of land shall be shortened or prolonged to commence on said southeasterly boundary.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

The bearing of South 18°44'28" West along the southeasterly boundary of Parcel B and Parcel C, shown on said map filed in Volume 24 of Parcel Maps at Page 36, in the Records of said County, is the basis of bearings cited in this description.

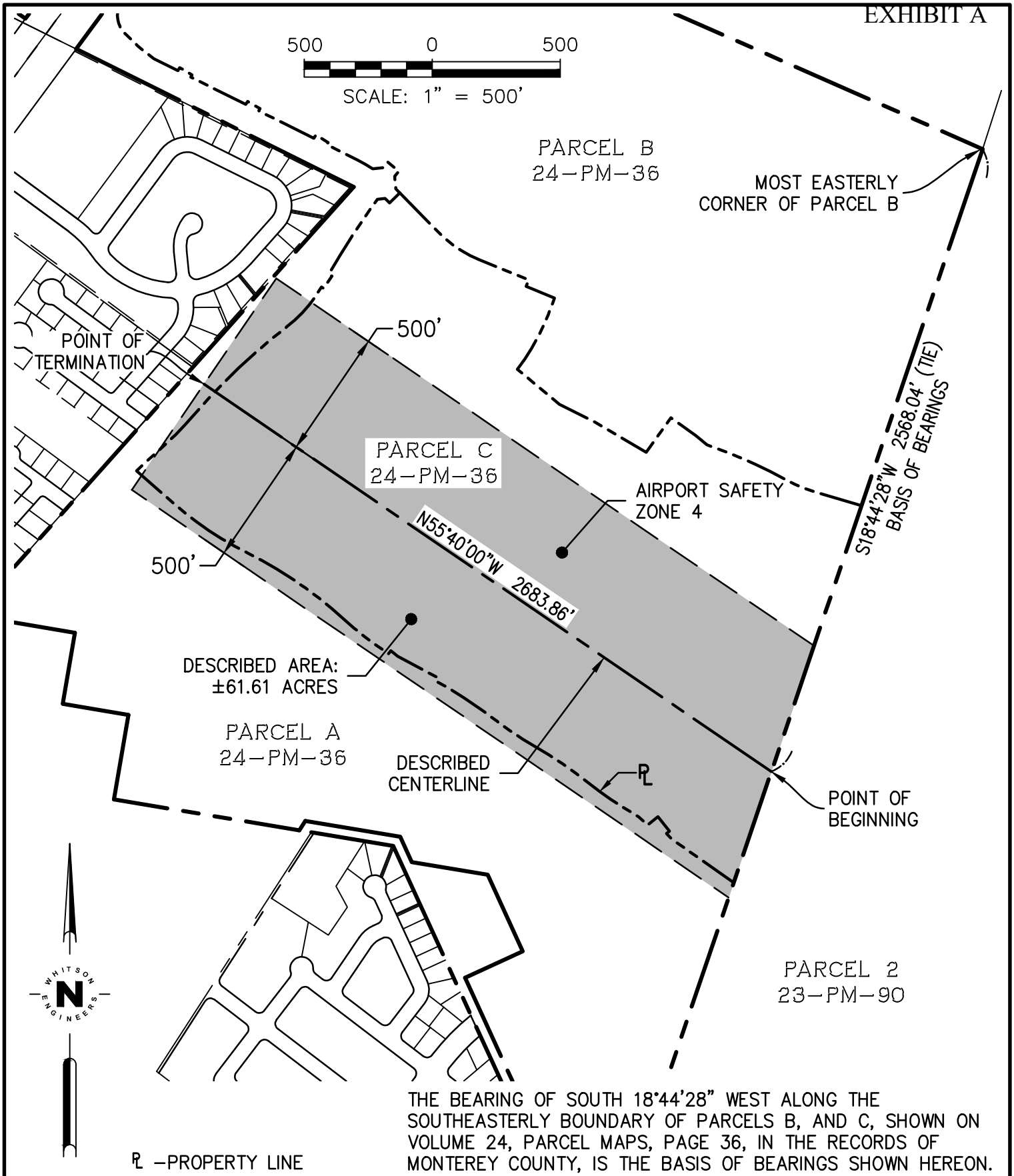
END OF DESCRIPTION.

PREPARED BY:
WHITSON ENGINEERS

05/02/2025
RICHARD P. WEBER P.L.S. DATE
L.S. NO. 8002
PROJECT NO. 4105



EXHIBIT A



THE BEARING OF SOUTH 18°44'28" WEST ALONG THE SOUTHEASTERLY BOUNDARY OF PARCELS B, AND C, SHOWN ON VOLUME 24, PARCEL MAPS, PAGE 36, IN THE RECORDS OF MONTEREY COUNTY, IS THE BASIS OF BEARINGS SHOWN HEREON.

PLAT TO ACCOMPANY DESCRIPTION

AVIGATION EASEMENT - AIRPORT SAFETY ZONE 4

PORTIONS OF PARCELS A & C, VOL. 24, PARCEL MAPS, PG. 36

CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA

MAY 2, 2025

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

PROJECT No.: 4105.00

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LEGAL DESCRIPTION
OF AN AVIGATION EASEMENT
IN AIRPORT SAFETY ZONE 6

An easement over certain real property situate in the City of Marina, County of Monterey, State of California, being portions of Parcel A, B and C as shown on that certain map filed in Volume 24 of Parcel Maps at Page 36 in the Records of said County, described as follows:

All of that portion of said Parcels lying southeasterly of following described line:

Beginning at a point on the northeasterly boundary of said Parcel B, that bears North 66°15'00" West 1611.96 feet from the most easterly corner of said Parcel B; thence

1) Southwesterly 3,334.65 feet along the arc of a curve to the left, of which the radius point lies South 34°23'15" East, a radial distance of 6,000.00 feet, through a central angle of 31°50'37", to a point on the southwesterly boundary of said Parcel A.

Excepting therefrom:

A strip of land 1,000 feet wide, being radial to the aforementioned curve, and lying 500 feet on each side of the following described centerline:

Beginning at a point on the southeasterly boundary of said Parcel C, that bears South 18°44'28" West, 2568.04 feet from the most easterly corner of said Parcel B; thence

1) North 55°40'00" West, 2683.86 feet to a point on the aforementioned curve.

Containing of total area of 143.31 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

The bearing of South 18°44'28" West along the southeasterly boundary of Parcel B and Parcel C, shown on said map filed in Volume 24 of Parcel Maps at Page 36, in the Records of said County, is the basis of bearings cited in this description.

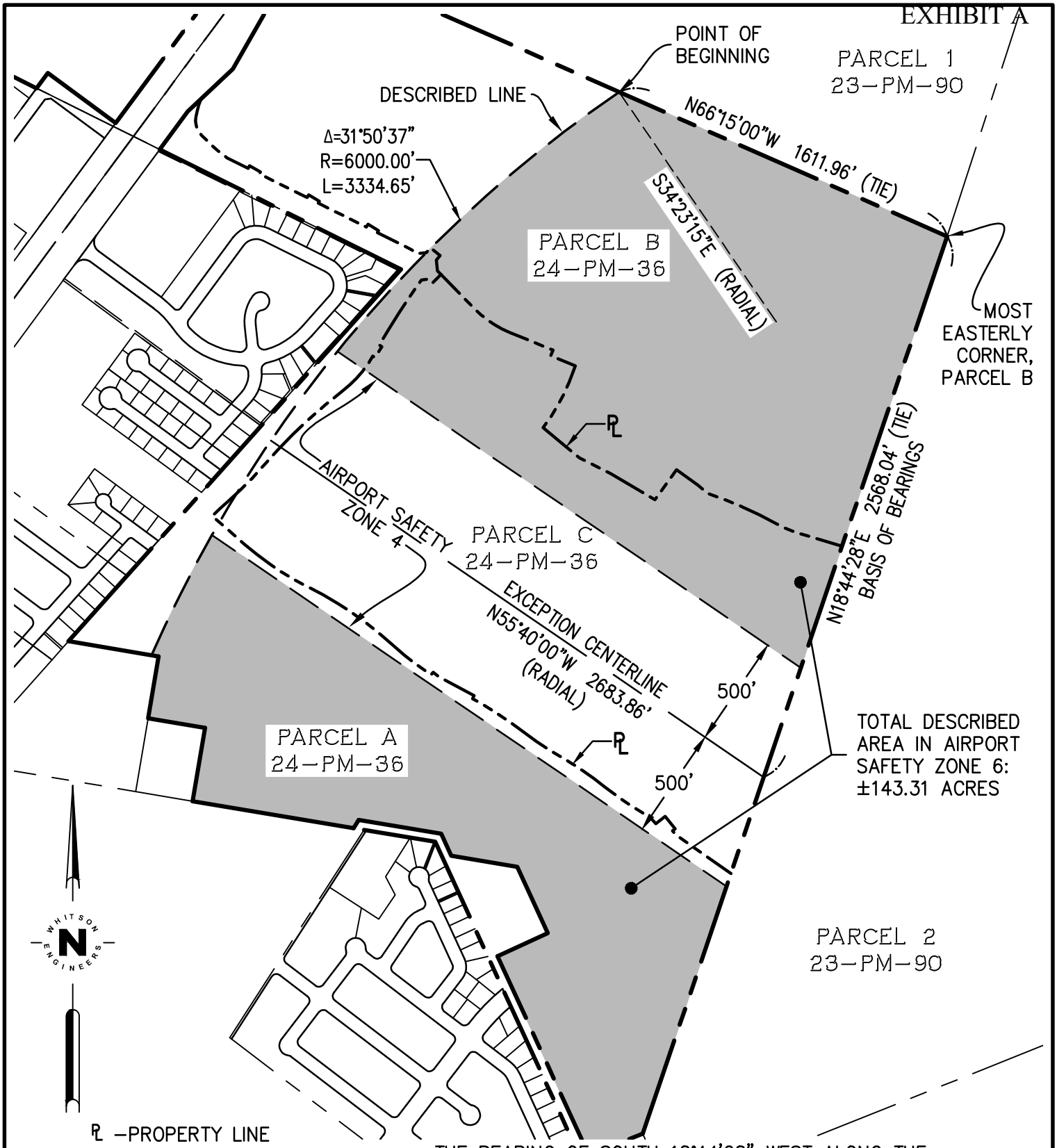
END OF DESCRIPTION.

PREPARED BY:
WHITSON ENGINEERS

05/02/2025
RICHARD P. WEBER P.L.S. DATE
L.S. NO. 8002
PROJECT NO. 4105



EXHIBIT A



THE BEARING OF SOUTH 18°44'28" WEST ALONG THE SOUTHEASTERLY BOUNDARY OF PARCELS B, AND C, SHOWN ON VOLUME 24, PARCEL MAPS, PAGE 36, IN THE RECORDS OF MONTEREY COUNTY, IS THE BASIS OF BEARINGS SHOWN HEREON.

PLAT TO ACCOMPANY DESCRIPTION

AVIGATION EASEMENT - AIRPORT SAFETY ZONE 6

PORTIONS OF PARCELS A, B & C, VOL. 24, PARCEL MAPS, PG. 36

CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA

MAY 2, 2025

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

PROJECT No.: 4105.00

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May 14, 2025 Item No. **10g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING A PUBLIC IMPROVEMENT AGREEMENT FOR MARINA STATION PHASES 1 AND 2 BETWEEN THE CITY OF MARINA AND MARINA STATION PHASES 1 AND 2 LLC, AND; AUTHORIZING CITY MANAGER TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2025-, approving a Public Improvement Agreement for Marina Station Phases 1 and 2 between the City of Marina and Marina Station Phases I and 2 LLC, a Delaware limited liability company, and;

2. Authorizing the City Manager to execute the Public Improvement Agreement (Exhibit A) on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of March 4, 2008, the City Council adopted Resolution No. 2008-45, approving the Vesting Tentative Map for the Marina Station Development Project Subdivision, located at northern property boundary of the City. The Vesting Tentative Map consisted of 887 residential lots, including 1,360 residential units, constructed over 8 separate phases.

At the regular meeting of March 4, 2008, the City Council adopted Resolution 2008-41, approving and certifying the Marina Station Specific Plan Environmental Impact Report. As part of the Certification of the Final Environmental Impact Report ("FEIR"), the City adopted certain mitigation measures to reduce significant environmental impacts identified in the FEIR and adopted a Mitigation Monitoring and Reporting Program ("MMRP"). The mitigation measures addressed a variety of issues including traffic impacts and measures to address the biological impacts of the Marina Station Project.

ANALYSIS:

The developers have submitted the Phases 1 and 2 Final Map and Improvement Plans for approval. The Public Improvement Agreement has also been submitted and will provide labor and materials and faithful performance bonds required for the recordation of the Phases 1 and 2 Final Map. It has been determined that the Vesting Tentative Map Conditions of Approval will be met with the inclusion of the Public Improvement Agreement (Exhibit A). The Agreement has been found consistent with the conditions of the Development Agreement and previous Public Improvement Agreements.

The Phases 1 and 2 final map and improvement plans are for 240 residential units in the Marina Station Project. The Phases 1 and 2 final map and improvement plans include the specific neighborhood improvements such as parks and open space that support 240 residential units including 79 below market rate (BMR) single family residential units.

All required future phased final maps must meet all the appropriate conditions of approval and will be presented to City Council for consideration at a future date.

FISCAL IMPACT:
Should the City Council approve this request, the City requires the Developer to provide satisfactory evidence of their ability to complete the public improvements by the posting of labor and material and faithful performance subdivision improvement bonds in an amount of 100% of the City Engineer's estimate of the cost to perform the work.

For the construction of Phases 1 and 2, the Developers will post a bond in the amount of Twelve Million Six Hundred Eleven Thousand Dollars ($12,611,000) for completion of the public improvements and a bond in the amount of Twelve Million Six Hundred Eleven Thousand Dollars ($12,611,000) to secure payment for labor and materials prior to the recording of the Phases 1 and 2 Final Map.

ENVIRONMENTAL REVIEW:
On March 4, 2008, the City Council of the City of Marina certified the final environmental impact report for the Marina Station Project (SCH No. 2005061056). The FEIR served as the environmental review for the Development and the Project Approvals and entitlements. Section 15162 of the CEQA Guidelines states that if an FEIR or negative declaration has been adopted for a project, no subsequent FEIR is to be prepared unless there have been substantial changes to the project, substantial changes with respect to the circumstances under which the project is undertaken or new information of substantial importance shows that the project would have significant effects not discussed in the FEIR.

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

Respectfully submitted,

_____
Edrie Delos Santos, P.E.
Engineering Division
City of Marina

REVIEWED/CONCUR:

_____
Ismael Hernandez
Public Works Director
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF MARINA APPROVING A PUBLIC IMPROVEMENT AGREEMENT FOR MARINA STATION PHASES 1 AND 2 BETWEEN THE CITY OF MARINA AND MARINA STATION PHASES 1 AND 2 LLC, AND; AUTHORIZING CITY MANAGER TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regular meeting of March 4, 2008, the City Council adopted Resolution No. 2008-45, approving the Vesting Tentative Map for the Marina Station Development Project Subdivision, located at northern property boundary of the City. The Vesting Tentative Map consisted of 887 residential lots, including 1,360 residential units, constructed over 8 separate phases, and;

WHEREAS, At the regular meeting of March 4, 2008, the City Council adopted Resolution 2008-41, approving and certifying the Marina Station Specific Plan Environmental Impact Report. As part of the Certification of the Final Environmental Impact Report ("FEIR"), the City adopted certain mitigation measures to reduce significant environmental impacts identified in the FEIR and adopted a Mitigation Monitoring and Reporting Program ("MMRP"). The mitigation measures addressed a variety of issues including traffic impacts and measures to address the biological impacts of the Marina Station Project, and;

WHEREAS, the developers have submitted the Phases 1 and 2 Final Map and Improvement Plans for approval. The Public Improvement Agreement (Exhibit A) has also been submitted and will provide labor and materials and faithful performance bonds required for the recordation of the Phases 1 and 2 Final Map. It has been determined that the Vesting Tentative Map Conditions of Approval will be met with the inclusion of the Public Improvement Agreement. The Agreement has been found consistent with the conditions of the Development Agreement, and;

WHEREAS, the Phases 1 and 2 Final Map and Improvement Plans are for 240 residential units in the Marina Station Project. The Phases 1 and 2 Final Map and Improvement Plans include the specific neighborhood improvements such as parks and open space that support 240 residential units including 79 below market rate (BMR) single family residential units, and;

WHEREAS, all required future phased final maps must meet all the appropriate conditions of approval and will be presented to City Council for consideration at a future date, and;

WHEREAS, should the City Council approve this request, the City requires the Developer to provide satisfactory evidence of their ability to complete the public improvements by the posting of labor and material and faithful performance subdivision improvement bonds in an amount of 100% of the City Engineer's estimate of the cost to perform the work, and;

WHEREAS, for the construction of Phases 1 and 2, the Developers will post a bond in the amount of Twelve Million Six Hundred Eleven Thousand Dollars ($12,611,000) for completion of the public improvements and a bond in the amount of Twelve Million Six Hundred Eleven Thousand Dollars ($12,611,000) to secure payment for labor and materials prior to the recording of the Phases 1 and 2 Final Map.

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

1. Approve a Public Improvement Agreement for Marina Station Phases 1 and 2 between the City of Marina and Marina Station Phases I and 2 LLC, and;

2. Authorize the City Manager to execute the Public Improvement Agreement 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 20th day of May 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

PUBLIC IMPROVEMENT AGREEMENT

CITY OF MARINA

Recording requested by and when
when recorded, return to:

City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Attn: Public Works Director

Exempt from recording fee, per
Government Code Section 6103

APN:175-011-038-000 (PORTION)

PUBLIC IMPROVEMENT AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF SIDEWALKS, LANDSCAPING, STREET LIGHTS AND OTHER PUBLIC WORKS FACILITIES

–LEGAL DESCRIPTION OF DEVELOPMENT ATTACHED AS EXHIBIT A –

This Public Agreement for Improvement of Streets, Installation of Sidewalks, Landscaping, Street Lights and Other Public Works Facilities (the "Agreement") is made and entered into this _____day of _____, 2025, by and between the City of Marina, herein called the "City," a municipal corporation, and Marina Station Phases I and 2 LLC, a Delaware limited liability company, a real property owner and developer, herein called the "Developer." City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

Recitals

A. Developer has presented to CITY for approval a plan of development Phases I & II of the Marina Station Specific Plan and Tentative Map (Res. 2008-45)(the "Development") located at northern property boundary of the City of Marina, Marina, California (the "Property") within the City, pursuant to provisions of the City's ordinances and regulations relating to development approval.

B. Marina City Code Section 16.06.090 sets forth that improvements may include paving; gutter; curb; sidewalks; raised medians; street lights; street trees; landscaping; street signs; street barricades, walls and fences (the "Improvements") necessary along the frontage of the Property as described and shown on Off-Improvement Plan Sheet(s) (the "Improvement Plans"). Completion of all improvements in accordance with the Improvement Plans shall be completed prior to final inspection.

C. The Development has been approved, subject to the requirements and conditions on file in the Office of the Director of Public Works and incorporated into this Agreement by reference.

D. The City has certain responsibilities for maintenance and operation of certain Improvements, utilities and public service facilities after acceptance by City, and the City agrees to discharge those responsibilities following its acceptance of the Improvements.

E. In consideration of the approval of the Development, Developer desires to enter into this Agreement, whereby Developer promises to install and complete, at Developer's own expense, all the public improvement work required by City in connection with the Development. Developer has secured this Agreement by improvement security required by the City and approved by the City Attorney

NOW THEREFORE, in consideration of the foregoing and in order to carry on the intent and purpose of said Codes, Ordinances, Resolutions, Rules and Regulations, it is agreed by and between the parties as follows:

SECTION 1

The recitals to this Agreement are hereby incorporated into the terms of this Agreement. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out a length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations include, but are not limited to, the following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code. Performance by Developer of this Agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance.

Developer has been alerted to the requirements of California Labor Code section 1770 et seq. which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for the work required by this Agreement.

SECTION 2

The Developer agrees:

a. To perform each and every provision required by the City to be performed by the Developer in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.

b. To grant to the City or other entities entitled thereto, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement or right-of-way.

c. Prior to acceptance of the Improvements by the City, to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation attorney's fees) because of or arising or resulting directly or indirectly from (i) any damage done to any utility, public facility or other material or installation of the City on said real estate as a result of the Developer or any contractor or subcontractor of the Developer, or any employee of the foregoing, grading or working upon said real estate; or (ii) any act or omission of Developer or Developer's contractors, or subcontractors, or any employee of the foregoing in connection with the design, construction or other work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property, except for such claims, demands, causes of action, liability or loss arising out of the sole negligence or intentional acts of the City or any of its officials, boards or commissions or members thereof, agents or employees. City shall not be responsible for the design or construction of the Property or the Improvements pursuant to the Improvement Plans, regardless of any negligent action or inaction taken by City in approving the Improvement Plans unless the particular improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before construction and acceptance of the Improvements, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternate safe and feasible design. Prior to acceptance, Developer shall remain obligated for routine maintenance of the Improvements. After acceptance, City shall be obligated for the routine maintenance of all Improvements but, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by any design or construction defect. Provisions of this Section shall remain in full force and effect for ten years following acceptance by City of the Improvements. The Improvement security shall not be required to cover the provisions of this Section. Developer shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by City in enforcing the provisions of this Section.

d. To construct and improve, or have constructed and improved at its own cost, expense and liability, all public works facilities and other improvements described in the Improvement Plans submitted to the City in furtherance of this Agreement on file with the City. To obtain, prior to commencing work all necessary permits and licenses and to give all incidental notices required for the lawful construction of the Improvements. If during the course of construction and installation of the Improvements, it is determined that the

public interest requires alterations to the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by the City. All construction and improvements shall be completed in accordance with all standards established in the applicable Codes, Ordinances, Resolutions, Rules and Regulations, all applicable laws and this Agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer or his or her designee. Developer shall furnish two good and sufficient bonds, in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements, guaranteeing Developer's performance of this Agreement: (1) a Payment Bond on a form provided by the City; and (2) a Faithful Performance Bond, both of which must be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the contractor of its obligations and the terms and conditions on which the City may obtain the proceeds of the bond. Alternatively, the Developer may provide a cash deposit in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements to guarantee Developer's performance of this Agreement.

e. The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement, and shall secure payment to City of any loss due to the default of the Developer or its contractors or their inability or refusal to perform this contract, and to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the Improvements by Developer and acceptance of the Improvements by the City, provided that after completion of the Improvements by the Developer and approval of the Improvements by the City, Developer may substitute for the performance bond securing the warranty described above with a separate warranty bond issued by an admitted surety in the amount of ten percent (10%) of the total contract price of the Improvements (provided that amount of said bond shall not be less than One Thousand Dollars ($1,000) to cover the one-year warranty period . Government Code §66499.7, and as it may hereinafter be amended, extended, or otherwise modified, shall apply to a request by Developer for release, in whole or in part, of the Faithful Performance Bond.

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

its contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any person that has a lien right pursuant to Civil Code Sections 8520, 8530 and 9100 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

g. For purpose of this Agreement, the term "approval of the Improvements by the City" means Developer has complied with Government Code §66499.7(b)-(e).

h. For purposes of the term "acceptance of the work" or "acceptance of all work" as set forth in Government Code §66499.7, as it relates solely to the performance bond and payment bond (and not as it relates to the general acceptance by the City for purposes of shifting maintenance obligations), shall mean that the Improvements are approved as complete by the City.

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

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

k. Any use by any person of the Improvements or any portion thereof, shall be at the sole and exclusive risk of Developer prior to City's acceptance of the Improvements. At all times during the term of this Agreement and until the Improvements constructed by Developer are accepted by City, Developer shall, at no cost to City obtain and maintain (1) a policy of general liability and property damage insurance in the minimum amount of Two Million Dollars ($2,000,000), combined single limit for both bodily injury and property damage; (2) workers' compensation insurance as required by law; and (3) broad form "Builder's Risk" property damage insurance limits of not less than 100% of the estimated value of the Improvements to be constructed by Developer pursuant to this Agreement (Builders Risk Insurance is not required when only mass grading and roadway-related improvements consisting of no structures are to be constructed).

l. Developer shall provide thirty (30) days written notice to City prior to termination, cancellation or modification. The insurance specified in (e) above shall (i) name City as additional insured, (ii) name City as a loss payee, and (iii) provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer's contractors or subcontractors and shall be endorsed to waive all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and

shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained. Not later than 30 days prior to policy expiration date on the current certificate of insurance, the Developer shall deliver to the City a new and updated certificate of insurance evidencing all required coverage remains in place.

m. Developer or its contractor(s) shall procure and maintain workers' compensation insurance with limits required by the California Labor Code and employer's liability insurance with limits of not less than $1,000,000 per occurrence at all times during which the insured retains employees.

n. Developer shall pay to the City all fees, taxes and assessment imposed in connection with the Development and inspection of the Improvements including, but not limited to, plan check, design review, engineering, inspection, and other service fees and any impact of connection fees. These fees must be paid in full prior to the City's acceptance of the Improvements. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the Project and its development, and this Agreement shall in no way exonerate or relive the Developer from paying such other applicable fees, charges and/or costs.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or his or her designee. That estimated amount is Twelve Million Six Hundred and Eleven Thousand Dollars ($12,611,000). The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Developer will commence construction of the Improvements required by this Agreement within the time period set forth in the Schedule of Performance attached hereto as **Schedule 1** and incorporated herein by this reference (the "Schedule of Performance") between City and Developer, as the Schedule of Performance may be subsequently amended in writing. All the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed within the time periods set forth in such Schedule of Performance. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property. City agrees if it becomes necessary to allow Developer, by a prior writing signed by the Public Works Director, to keep streets closed to public traffic until the Improvements are accepted by the City and the bonds are released.

Improvement security shall be released or reduced in the following manner:

a. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the Improvements by Developer and acceptance of the Improvements by the City, provided that after completion of the Improvements by the Developer and approval of the Improvements by the City, Developer may substitute for the performance bond securing the warranty described above with a separate warranty bond issued by an admitted surety in the amount of ten percent (10%) of the total contract price of the Improvements (provided that amount of said bond shall not be less than One Thousand Dollars ($1,000) to cover the one-year warranty period . Government Code §66499.7, and as it may hereinafter be amended, extended, or otherwise modified, shall apply to a request by Developer for release, in whole or in part, of the Faithful Performance Bond.

b. The Payment Bond providing security for payment to the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the Improvements shall, six months after the completion and approval of the Improvements by the City, be reduced to an amount not less than the total of all claims on which an action has been filed and notice thereof given in writing to the City Council, and if there are no actions filed, the improvement security shall be released in full. City expressly may require the surety not to release the amount of security deemed reasonably necessary by the City to assure payment of reasonable expenses and fees, including reasonable attorney's fees

c. If the Improvements are constructed in phases, then the City agrees to allow partial releases of the performance and payment bonds for each completed phase provided (i) Developer has complied Government Code §66499.7(b)-(e) for each phase for which a partial release is sought, and (ii) Developer delivers to City warranty bonds for the portion of work completed and being released, which warranty bonds shall continue for a period of one year from and after the date which the City accepts the Improvements.

SECTION 5

City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them. City shall exercise no control over the Improvements until accepted by City. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the improvements. Developer shall maintain all the improvements in a state of good repair until they are completed by Developer and approved and accepted by the City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of

pavement, curbs, gutters, sidewalks, signals, parkways,; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing and maintaining in a good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance.

SECTION 6

a) Default of Developer shall include, but not be limited to: (1) failure to timely commence construction of the Improvements; (2) failure to complete construction of the Improvements within the time limitations set forth in the Schedule of Performance; (3) failure to timely cure any defect of the Improvements; (4) failure to perform substantial construction work for a period of sixty calendar days after commencement of the work; (5) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty days; (6) commencement of a foreclosure action against the project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or (7) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, Developer shall not be in default under this Agreement if it cures any default within thirty days' of City's written notice of such default, or if the default may not reasonably be cured within such time period, if it commences to cure within thirty days and thereafter diligently proceeds to complete the cure.

b) City reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by the Developer. The right of City to draw upon or utilize the security is additional to, and not in lieu of, any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Developer's default shall not exceed the cost of completing the Improvements. The sums provided by the security for the Improvements may be used by City for the completion of the Improvements in accordance with the Improvement Plans referenced herein.

c) In the event of Developer's default under this Agreement, Developer authorizes City to perform such obligation sixty days after mailing written notice of default to Developer and to Developer's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the City for any excess cost or damages occasioned City thereby, including but not limited to fees and charges of architects, engineers, attorneys, other professionals and court costs. In such event, City, without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Developer as may be on

the site of the work and necessary for performance of the work.

d) Failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Developer.

SECTION 7

That the following General Stipulations and any attached stipulations shall be completed, subject to the approval of the Public Works Director.

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.

2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is complete with a minimum interruption of traffic.

3. All work within the public right-of-way shall be subject to the approval of the Public Works Director or his or her designee.

4. All construction work shall be coordinated so that the existing residents and/or businesses have access to their properties.

5. All improvements shall be installed per the approved Improvement Plans.

6. The Developer shall provide to the City of Marina electronic copy of the "as built" and Improvement Plans as an AutoCAD drawing file (DWG format, latest AutoCAD edition).

7. Any reimbursements due the Developer, unless specified otherwise in writing in this Agreement, will expire ten (10) years after the date of execution of this Agreement.

8. Until the roads on the Property are open to the public, Developer shall give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

9. Prior to the acceptance of any dedications or Improvements by City, Developer shall certify and warrant that neither the property to be dedicated nor Developer is in violation of any environmental law and neither the property to be dedicated nor the Developer is subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Developer nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Developer has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous

substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Developer's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Developer shall give prompt written notice to City at the address set forth herein of: (i) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated; (ii) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and, (iii) Developer's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which is it is intended, transferability or suit under any environmental law.

SECTION 8

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

SECTION 9

Neither Developer nor any of Developer's agents, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

SECTION 10

Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinance providing therefor, nor shall anything in this Agreement commit the City to any such apportionment.

SECTION 11

Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Project or to any other third party without the express written consent of City.

SECTION 12

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of Improvements and payment to the City by the Developer for the cost of all inspections. Such acceptance shall not constitute a waiver of defects by City. The City shall recover all inspection

costs.

SECTION 13

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

SECTION 14

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.

SECTION 15

This Agreement shall be interpreted in accordance with the laws of the State of California. Jurisdiction of all disputes of this Agreement shall be in the County of Monterey, State of California.

SECTION 16

Time is of the essence of this Agreement.

SECTION 17

This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the parties.

SECTION 18

In the event the Schedule of Performance (including any Conforming Clarifications thereto) is tolled, the time for commencement of construction or completion of the Improvements hereunder shall be extended for the same duration as applies to the Schedule of Performance. Any such extension may be granted without notice to Developer's surety and shall not affect the validity of this Agreement or release the surety on any security given for this Agreement.

SECTION 19

The Parties hereby mutually agree that neither this Agreement, nor any other related entitlement, permit or approval issued by the City for the Development shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developers contractors and subcontractors are exclusively and solely under the control and dominion of Developer, Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of the City.

SECTION 20

All notices, demands, invoices and written determinations shall be in writing and delivered to the following addresses, or such other addresses as the Parties may designate by written notice:

City of Marina
Attn: Public Works Director

211 Hillcrest Avenue
Marina, CA 93901

Developer
Marina Station Phases 1 and 2, LLC
Attn: Dustin Bogue
5671 Santa Teresa Blvd., Suite 200
San Jose, Ca 95123

SECTION 21

This Agreement shall be construed with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate State court in the County of Monterey, California.

SECTION 22

This Agreement may be executed in counterpart originals, which taken together shall constitute one and the same instrument.

(signatures contained on following page)

IN WITNESS WHEREOF, City and Developer have executed this Public Improvement Agreement as of the date first written above.

ATTEST:

Anita Shepherd-Sharp
Deputy City Clerk

CITY OF MARINA

Layne Long
City Manager
Date:

APPROVED AS TO FORM:

City Attorney

Marina Station Phases I and 2 LLC
Developer

By:
Name: DUSTIN BOGUE
Title: AUTHORIZED SIGNATORY
Date: 4.28.25

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Santa Clara

On April 28, 2025, before me, Julie Atwood, Notary Public, personally appeared Dustin Bogue, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julie Atwood

JULIE ATWOOD
Notary Public - California
Santa Clara County
Commission # 2462707
My Comm. Expires Oct 8, 2027

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20___9, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SCHEDULE 1

SCHEDULE OF PERFORMANCE

Schedule 1

Schedule of Performance Marina Station Phases 1 and 2

Project Milestones	Responsible Party	SOP	Bond
Approval of Final Map	City	July, 2025	
Approval of Park 6 Construction Documents	City	July, 2025	
Completion of Horizontal Improvements Through Pave	Marina Station Phases 1 and 2 LLC	Nov, 2026	Public improvements partial bond release
Completion of Park 6 (City Park)	Marina Station Phases 1 and 2 LLC	July, 2027	Park acceptance and park bond release. To be replaced by warranty bond.
Horizontal Completion Less Sidewalks and Landscape adjacent to homes. Sidewalk and parkway landscape adjacent to homes to be completed with vertical construction.	Marina Station Phases 1 and 2 LLC	July, 2027	Public improvements partial bond release

EXHIBIT A

LEGAL DESCRIPTION – MARINA STATION PHASES 1 & 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MARINA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A AS SHOWN ON THE PARCEL MAP, MARINA STATION PHASE 1 & 2 FILED FOR RECORD ON OCTOBER 21, 2024 IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 36, OFFICIAL RECORDS OF MONTEREY COUNTY.

EXCEPTING THEREFROM, AN UNDIVIDED 18.933088% INTEREST IN AND TO ALL MINERALS, COALS, OILS, PETROLEUM, GAS AND KINDRED SUBSTANCES UNDER AND IN SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY OF THE SURFACE THEREOF, BUT WITH THE RIGHT HOWEVER, TO DRILL IN, THROUGH OR UNDER SAID LAND OR TO EXPLORE, DEVELOP, OR TAKE ALL MINERALS, COALS, OILS, PETROLEUM, GAS AND OTHER KINDRED SUBSTANCES IN AND FROM SAID LAND, ALL SUCH OPERATIONS TO BE CONDUCTED ONLY BELOW A DEPTH OF FIVE HUNDRED FEET BELOW THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM CROCKER NATIONAL BANK, AS TRUSTEE, DATED DECEMBER 8, 1979 AND RECORDED MARCH 21, 1979 IN REEL 1316, PAGE 1165, OF OFFICIAL RECORDS.

APN: 175-011-038-000 (PORTION)

May 14, 2025 Item No. **10g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING THE PUBLIC IMPROVEMENT AGREEMENT FOR PHASE 3 OFFSITE ROADWAY IMPROVEMENTS BETWEEN THE CITY OF MARINA AND SHEA HOMES, LP, AND; ACCEPTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION:

It is requested that the City Council:

1. Consider adopting Resolution No. 2025-, approving the Public Improvement Agreement for Phase 3 Offsite Roadway Improvements between the City of Marina and Shea Homes, LP, ("Developer"), and;

2. Authorizing the City Manager to execute the Public Improvement Agreement on behalf of City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project.

At the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade, and all residential phases for the former University Village Development Project.

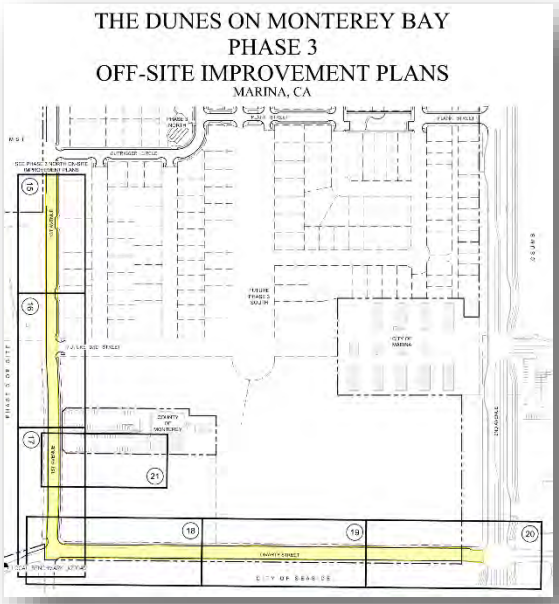
At the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance.

At the regularly scheduled meeting of October 6, 2022, the City Council adopted Resolution No. 2022-119, approving an amendment to the University Village Phase 3 Tentative Map.

At the regularly scheduled meeting of November 6, 2024, the City Council adopted Resolution No. 2024-121 & 122, approving the Phase 3 North/Residential Public Improvement Agreement and Final Map. The Final Map included the dedication of Right of Way for 1st Avenue and Divarty Street.

ANALYSIS:

The Phase 3 North Improvement Plans and Public Improvement Agreement included the roadway improvements for 1st Avenue from 6th Street to Outrigger Circle. Shea Homes Limited Partnership ("Developer") has since provided the City with improvement plans for the remainder of 1st Avenue from Outrigger Circle to Divarty Street as well as Divarty Street from 1st Avenue to 2nd Avenue.



Staff has reviewed the improvement plans for construction of the roadway improvements and approved the plans on February 6, 2025.

The Developer has submitted a Public Improvement Agreement ("EXHIBIT A") and will provide labor and materials and faithful performance bonds required for the Right of Way approved public infrastructure. It has been determined that the Tentative Map Conditions of Approval as amended and presented to the City Council have been met.

FISCAL IMPACT:

Should the City Council approve this request, the City requires the Developer to provide satisfactory evidence of their ability to complete the public improvements by the posting of labor and material and faithful performance subdivision improvement bonds in an amount of 100% of the City Engineer's estimate of the cost to perform the work.

For the construction of improvements for Phase 3 Offsite Improvements and roadway lighting, the Developer will post a bond in the amount of One Million Six-Hundred Fifty Thousand Dollars ($1,650,000.00), for completion of the public improvements and a bond in the amount One Million Six-Hundred Fifty Thousand Dollars ($1,650,000.00), to secure payment for labor and materials.

Continued maintenance of public streets will be covered under the City's Pavement Management Program funded by SB1, Measure X and Gas Tax.

California Environmental Quality Act (CEQA)

The approval of the Phase 3 Offsite Public Improvement Agreement between the City of Marina and Shea Homes, LP, were generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

CONCLUSION:

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

Respectfully submitted,

_____

Edrie Delos Santos, P.E.
Engineering Division
Public Works Department

REVIEWED/CONCUR:

_____
Ismael Hernandez
Public Works Director
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE PUBLIC IMPROVEMENT AGREEMENT FOR PHASE 3 OFFSITE ROADWAY IMPROVEMENTS BETWEEN THE CITY OF MARINA AND SHEA HOMES, LP, AND; ACCEPTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-127, certifying the Final Environmental Impact Report for the University Village Development Project, and;

WHEREAS, at the regularly scheduled meeting of May 31, 2005, the City Council adopted Resolution No. 2005-128, approving the General Plan Amendments, Resolution No. 2005-130, for the Specific Plan, Resolution No. 2005-131, for the Tentative Map and Resolution No. 2005-132, Design Review for the regional retail, the Village Promenade, and all residential phases for the former University Village Development Project, and;

WHEREAS, at the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance, and;

WHEREAS, at the regularly scheduled meeting of October 6, 2022, the City Council adopted Resolution No. 2022-119, approving an amendment to the University Village Phase 3 Tentative Map, and;

WHEREAS, at the regularly scheduled meeting of November 6, 2024, the City Council adopted Resolution No. 2024-121 & 122, approving the Phase 3 North/Residential Public Improvement Agreement and Final Map. The Final Map included the dedication of Right of Way for 1st Avenue and Divarty Street, and;

WHEREAS, the Phase 3 North Improvement Plans and Public Improvement Agreement included the roadway improvements for 1st Avenue from 6th Street to Outrigger Circle. Shea Homes Limited Partnership ("Developer") has since provided the City with improvement plans for the remainder of 1st Avenue from Outrigger Circle to Divarty Street as well as Divarty Street from 1st Avenue to 2nd Avenue, and;

WHEREAS, staff has reviewed the improvement plans for construction of the roadway improvements and approved the plans on February 6, 2025, and;

WHEREAS, the Developer has submitted a Public Improvement Agreement ("EXHIBIT A") and will provide labor and materials and faithful performance bonds required for the Right of Way approved public infrastructure. It has been determined that the Tentative Map Conditions of Approval as amended and presented to the City Council have been met, and;

WHEREAS, should the City Council approve this request, the City requires the Developer to provide satisfactory evidence of their ability to complete the public improvements by the posting of labor and material and faithful performance subdivision improvement bonds in an amount of 100% of the City Engineer's estimate of the cost to perform the work, and;

WHEREAS, for the construction of improvements for Phase 3 Offsite Improvements and roadway lighting, the Developer will post a bond in the amount of One Million Six-Hundred Fifty Thousand Dollars ($1,650,000.00), for completion of the public improvements and a bond in the amount One Million Six-Hundred Fifty Thousand Dollars ($1,650,000.00), to secure payment for labor and materials, and;

WHEREAS, continued maintenance of public streets will be covered under the City's Pavement Management Program funded by SB1, Measure X and Gas Tax, and;

WHEREAS, the approval of the Phase 3 Offsite Public Improvement Agreement between the City of Marina and Shea Homes, LP, were generally anticipated and analyzed in the Environmental Impact Report (EIR) prepared for the project and certified by the City Council through its adoption of Council Resolution No. 2005-127 on May 31, 2005 (SCH # 2004091167).

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

1. Approve the Public Improvement Agreement for Phase 3 Offsite Roadway Improvements between the City of Marina and Shea Homes, LP, ("Developer"), and;

2. Authorize the City Manager to execute the Public Improvement Agreement on behalf of 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 held on the 20th day of May 2025, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, City Clerk

Exhibit A

PUBLIC IMPROVEMENT AGREEMENT

CITY OF MARINA

PUBLIC IMPROVEMENT AGREEMENT

AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES
"The Dunes on Monterey Bay" Project
– Phase 3 Offsite –

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities ("Agreement") is made and entered into this ___ day of _____, 2025, by and between the City of Marina, herein the "City," a municipal corporation, and Shea Homes Limited Partnership, a real property owner, developer or subdivider, herein the "Developer."

WHEREAS, pursuant to the Development Agreement dated July 8, 2005, the Disposition and Development Agreement dated May 31, 2005, as amended by the Implementation Agreements, and the Quitclaim Deed dated September 21, 2006, Marina Community Partners, LLC, as the "Master Developer" is the owner of the land known as The Dunes Phase 2W; and

WHEREAS, on May 31, 2005, by Resolution 2005-130 the Master Developer received approval from the City for: (1) the University Village (now "The Dunes on Monterey Bay") Specific Plan (Resolution 2005-130); and (2) a Tentative Subdivision Map ("Tentative Map") consistent with the City's General Plan and the Specific Plan (Resolution 2005-131) subject to Conditions of Approval attached to Resolution 2005-131 including: Condition 3 requiring a subdivision improvement agreement and bonding; and Condition 18 requiring establishment of a Landscape and Lighting District ("LLD") prior to approval of the first Final Map; and

WHEREAS, the Master Developer conducted deconstruction and demolition activities affecting the Property (as defined below) under the terms of a Right of Entry Agreement from the City dated September 30, 2005; and

WHEREAS, the Marina Redevelopment Agency and the Master Developer entered into the Implementation Agreement Regarding University Village on September 6, 2006, which provided for construction of the project in three major phases, Phases 1, 2 and 3 and which further split Phase 1 into three separate sub phases termed Phase 1A, Phase 1B and Phase 1C and established Conforming Clarification(s) to the Schedule of Performance for each sub phase; and

WHEREAS, following the Master Developer's invocation of an excused delay in the construction of Phase 1, Phase 2 and Phase 3 due to the impact of economic conditions on the feasibility of the project, on August 5, 2008, the Marina Redevelopment Agency and the Master Developer entered into the Second Implementation Agreement Regarding University Village to provide for the Master Developer's continued construction of the project in spite of the economic downturn and made certain changes to the Disposition and

Development Agreement and to the Conforming Clarifications to the Schedule of Performance; and

WHEREAS, on August 12, 2008, in accordance with Resolution 2008-173 the City and the Master Developer entered into a Public Improvement Agreement to provide for the improvement of streets, installation of storm drains and other public works facilities for a portion of Phase 1C and 2 designated as residential in the Specific Plan (the "Initial Phase/Residential"); and

WHEREAS, on May 18, 2010, by Resolution 2010-13, the Marina Redevelopment Agency ("MRA") and the City, by Resolution 2010-75, approved a modification to the Schedule of Performance; and

WHEREAS, the Master Developer transferred ownership of the Property to Developer pursuant to a grant deed recorded on ___March 26th___, 2021, as document number __202122155__; and

WHEREAS, the Master Developer assigned, and Developer assumed, the obligations of Master Developer under the Disposition and Development Agreement and the Development Agreement between City and Master Developer with respect to the Property pursuant to a Partial Assignment and Assumption Agreement dated _____; and

WHEREAS, the Master Developer remains obligated under the Disposition and Development Agreement and Development Agreement for the balance of the Project not yet conveyed to third parties; and

WHEREAS, the Conditions of Approval of the Tentative Map, as adopted by Resolution 2005-131 and as amended by Resolution 2008-209 require the establishment of a Landscape and Lighting District prior to recording of a final map; and

WHEREAS, on June 2, 2015, by Resolution 2015-01 the City approved the formation of Community Facilities District No. 2015-01 ("The Dunes"); and

WHEREAS, by Resolution 2015-11 the Master Developer received approval from the City for an amendment to Conditions of Approval Nos. 3 and 20 (Resolution 2008-209) for the Tentative Map which provided for the establishment of a Community Facilities District in lieu of a Landscape and Lighting District and permitted the Developer to record a final map for Phase 1C Initial Phase/Residential prior to the establishment of the Community Facilities District but that the City shall not accept any of the infrastructure improvements or easements for Phase 1C Initial Phase/Residential to be maintained by the Community Facilities District, including infrastructure improvements to be completed by the Developer, until such time as the Community Facilities District is established; and

WHEREAS, the Developer will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map ("Final Map") for Phase 3 North; and

WHEREAS, revised improvement plans entitled "The Dunes on Monterey Bay, Phase 3 Offsites" (herein the "Improvement Plans") to be those approved by the City Engineer on February 7, 2025, and incorporated herein by reference, have been submitted to the City for approval and acceptance, including certain streets constituting a portion of Phase 3 Offsites of The Dunes on Monterey Bay Project, referred to herein as Phase 3 Offsites development area, or the "Project," located on and along 1st Avenue, from 8th Street to Divarty Road, and on Divarty Road from 2nd Avenue to 1st Avenue, herein the "Property". Improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, streetlights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on Exhibit A, (herein the "Improvements"); and

WHEREAS, the City will not accept any of the Phase 3 Offsite Improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; and

WHEREAS, the Developer requires certain utilities and public works facilities in order to service the Project under the minimum standards established by the City; and

WHEREAS, the City, by and through its City Council, has enacted certain Codes, Ordinances and Resolutions and certain Rules and Regulations have been promulgated concerning the subject matter of this Agreement; and

WHEREAS, the City has certain responsibilities for maintenance and operation of such Improvements, utilities and public service facilities after acceptance by City, and for providing the necessary connecting system, and the City has agreed to discharge those responsibilities following its acceptance of the Improvements.

NOW THEREFORE, in consideration of the foregoing and in order to carry on the intent and purpose of said Codes, Ordinances, Resolutions, Rules and Regulations, it is agreed by and between the parties as follows:

SECTION 1

The recitals to this Agreement are hereby incorporated into the terms of this Agreement. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out at length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations include, but are not limited to, the following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code.

SECTION 2

The Developer agrees:

a. To perform each and every provision required by the City to be performed by the Developer in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.

b. To annex the Property to Community Facilities District No. 2015-01 to provide for the imposition of special assessments on the Property providing funding for the maintenance of the Improvements to be constructed by the Developer pursuant to this Agreement in a timely manner in order to ensure that the annexation to the Community Facilities District is accomplished prior to the sale or conveyance of any portion of the Property.

c. To grant to the City or other entities entitled thereto, from property owned by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon prior to the annexation of the Property to the Community Facilities District. At no cost to the Developer, City and Developer will work cooperatively with the owners of other real property to acquire all easements necessary to construct the Improvements. At no cost to the City, City agrees to support Developer in acquisition of easements necessary to construct the Improvements and to accept said easements upon execution of easement grant deeds to the City by grantors, subject to the condition set forth above regarding the annexation to the Community Facilities District. City also agrees to issue Developer and/or Developer's contractors encroachment permits necessary to accomplish said work.

Prior to acceptance of the Improvements by the City, to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation attorney's fees) because of or arising or resulting directly or indirectly from (i) any damage done to any utility, public facility or other material or installation of the City on said real estate as a result of the Developer or any contractor or subcontractor of the Developer, or any employee of the foregoing, grading or working upon said real estate; or (ii) any act or omission of Developer or Developer's contractors, or subcontractors, or any employee of the foregoing in connection with the design, construction or other work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property, except for such claims, demands, causes of action liability, or loss arising out of the sole active negligence of the City or any of its officials, boards and commissions and members thereof, agents and employees. City shall not be responsible for the design or construction of the Improvements pursuant to the Improvement Plans, regardless of any

negligent action or inaction taken by City in approving the Improvement Plans unless the particular improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before construction and acceptance of the Improvements, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternate safe and feasible design. Prior to acceptance, Developer shall remain obligated for routine maintenance. After acceptance, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design of construction defect, however, Developer shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten (10) years following acceptance by City of the Improvements. The Improvement security shall not be required to cover the provisions of this Section. Developer shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by City in enforcing the provisions of this Section.

d. To construct and improve all public works facilities and other improvements described on the Engineer's Estimate referenced in Section 3 of this Agreement and the Improvement Plans submitted to the City in furtherance of this Agreement on file with the City. All construction and improvements shall be completed in accordance with all standards established in the applicable Codes, Ordinances, Resolutions, Rules and Regulations, all applicable laws and this Agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer or designee. Developer shall furnish two good and sufficient bonds, in an amount of 100% of the City Engineer's, or designee's, estimated cost of the Improvements, guaranteeing Developer's performance of this Agreement: (1) a Payment Bond on a form provided by the City; and (2) a Faithful Performance Bond, both of which must be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the Developer of its obligations and the terms and conditions on which the City may obtain the proceeds of the bond. Alternatively, the Developer may provide a cash deposit in an amount of 100% of the City Engineer's, or designee's, estimated cost of the Improvements to guarantee Developer's performance of this Agreement.

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

§66499.7, and as it may hereafter be amended, extended, or otherwise modified, shall apply to a request by Developer for release, in whole or in part, of the Faithful Performance Bond.

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

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

e. At all times during the term of this Agreement and until the Improvements constructed by Developer are accepted by City, Developer shall, at no cost to City obtain and maintain (a) a policy of general liability and property damage insurance in the minimum amount of Three Million Dollars ($3,000,000), combined single limit for both bodily injury and property damage; (b) workers' compensation insurance as required by law; and (c) broad form "Builder's Risk" property damage insurance limits of not less than 100% of the estimated value of the Improvements to be constructed by Developer pursuant to this Agreement (Builders Risk Insurance is not required when only mass grading and roadway-related improvements consisting of no structures are to be constructed).

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified in (a) above shall name City as additional insured and the insurance (b) shall name the City as a loss payee, and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer's contractors or their respective employees. Developer hereby waives, and Developer shall cause each of its contractors and subcontractors to waive, all rights to

recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

f. Not to offer for dedication to and acceptance by the City any of the public improvements constructed by Developer and located on the Property until such time as the Property is annexed to the Community Facilities District.

g. Not to convey, transfer, assign, or sell in one transaction or a series of transactions, subsequent to recordation of the Final Map for Phase 3S and prior to the annexation to the Community Facilities District, any portion or interest of the Developer in the Property or the Project. Notwithstanding the foregoing, Developer may transfer, assign or sell in one transaction or a series of transactions all or any portion or interest of the Developer in the Property or the Project with written consent of the City, such consent not to be unreasonably delayed, conditioned or withheld, to any entity which controls, is controlled by or is under common control with the Developer or the Master Developer, provided that said assignee assumes, in full, the obligations of Developer under this Agreement.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or designee, as shown on Exhibit B. That estimated amount is $1,634,000. The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Developer will commence substantial construction of the Improvements required by this Agreement within the time period set forth in the Conforming Clarifications to the Schedule of Performance ("Schedule of Performance") between City and Master Developer, as the Schedule of Performance may be subsequently amended. All the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed within the time periods set forth in such Schedule of Performance. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property. City shall accept the Improvements no later than six (6) months after such time as the Improvements are (i) completed to the satisfaction of the City Engineer, (ii) the annexation to the CFD is completed and (iii) the City is in receipt of funds from the CFD to maintain the Improvements.

SECTION 5

a) Default of Developer shall include, but not be limited to: (1) failure to timely commence construction of the Improvements; (2) failure to timely complete construction of the Improvements; (3) failure to timely commence and complete the annexation of the Property to the Community Facilities District; (4) failure to timely cure any defect of the Improvements; (5) failure to perform substantial construction work for a period of sixty (60) calendar days after commencement of the work; (6) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty (30) days; (7) commencement of a foreclosure action against the project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or (8) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, Developer shall not be in default under this Agreement if it cures any default within thirty (30) days' written notice of such default, or if the default may not reasonably be curing within such time period, if it commences to cure within thirty (30) days and thereafter diligently proceeds to complete the cure.

b) City reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by the Developer. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Developer's default shall not exceed the cost of completing the Improvements. The sums provided by the security for the Improvements may be used by City for the completion of the Improvements in accordance with the Improvement Plans referenced herein.

c) In the event of Developer's default under this Agreement, Developer authorizes City to perform such obligation sixty days after mailing written notice of default to Developer and to Developer's surety and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the City for any excess cost or damages occasioned by City thereby, including but not limited to fees and charges or architects, engineers, attorneys, other professionals and court costs. In such event, City without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Developer as may be on the site of the work and necessary for performance of the work.

d) Failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Developer.

SECTION 6

In addition to the other obligations, Developer shall complete the following General Stipulations and any attached stipulations, subject to the approval of the City Engineer.

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.

2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is complete with a minimum interruption of traffic

3. All work within the public right-of-way shall be subject to the approval of the City Engineer or designee.

4. All construction work shall be coordinated so that the existing residents and/or businesses have access to their properties.

5. All improvements shall be installed per the approved Improvement Plans.

6. The Developer shall provide to the City electronic copy of the "As Built" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD latest version).

7. Any reimbursements due the Developer, unless specified otherwise in writing in this Agreement, will expire ten (10) years after the date of execution of this Agreement.

8. Until the roads on the Property are open to the public, Developer shall give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

SECTION 7

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law. Developer shall make a deposit for inspection services as required by City of Marina's Municipal Code (Ordinance No. 2018-03) as may be updated from time to time. At any time the City's costs associated with inspection services for the project exceed the deposit amount(s) provided, Developer shall deposit additional funds with the City within 30 days of a request made in writing by the City to the Developer. The City will provide Developer with quarterly statements of actual costs paid for inspection services and a final statement of costs as well as a refund of unused funds (if any) will be provided within 30 days of final acceptance of the Improvements by the City, or as otherwise agreed to by the parties in writing.

SECTION 8

Neither Developer nor any of Developer's agents, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

SECTION 9

Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinance providing therefor, nor shall anything in this Agreement commit the City to any such apportionment.

SECTION 10

Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Project or to any other third party without the express written consent of City.

SECTION 11

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements and only after the annexation of the Property to the Community Facilities District. Such acceptance shall not constitute a waiver of defects by City.

SECTION 12

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

SECTION 13

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.

SECTION 14

This Agreement shall be interpreted in accordance with the laws of the State of California. Jurisdiction of all disputes of this Agreement shall be in the County of Monterey, State of California.

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the Conditions, the Disposition and Development Agreement as amended by the Implementation Agreements, the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities "The Dunes on Monterey Bay' Project A Portion of Phase 1C – First Phase Residential, the Agreement Forming Community Facilities District No. 2015-01, and the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities "The Dunes on Monterey Bay, Phase 3 Offsites" constitute the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the parties.

SECTION 17

In the event the Schedule of Performance (including any Conforming Clarifications thereto) is tolled, the time for commencement of construction or completion of the Improvements hereunder shall be extended for the same duration as applies to the Schedule of Performance. Any such extension may be granted without notice to Developer's surety and shall not affect the validity of this Agreement or release the surety on any security given for this Agreement.

.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date first written above.

ATTEST:

_____

Acting Deputy City Clerk

CITY OF MARINA

_____

Layne Long
City Manager

APPROVED AS TO FORM:

_____

City Attorney

IN WITNESS WHEREOF Developer has executed this Agreement as of _____.

SHEA HOMES LIMITED PARTNERSHIP,
a California Limited Partnership

BY: _____

BY: _____

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

State of California County of _____ On _____ before me, (here insert name and title of the officer), personally appeared_____
_____
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Per GC Sec. 40814; CC Sec. 1181

EXHIBIT A

THE DUNES ON MONTEREY BAY
PHASE 3
OFF-SITE IMPROVEMENT PLANS
MARINA, CA

PROJECT TEAM

APPLICANT/DEVELOPER — MARINA COMMUNITY PARTNERS, LLC (MCP)
110 10TH STREET
MARINA, CA 93933
(831)384-1018

CIVIL ENGINEER — WHITSON ENGINEERS
6 HARRIS COURT
MONTEREY, CA 93940
ANDREW HUNTER, RCE 67730
(831) 649-5225

GEOTECHNICAL ENGINEER — BERLOGAR STEVENS & ASSOCIATES
1220 QUARRY LANE, SUITE C
PLEASANTON, CA 94566
(925)484-0220

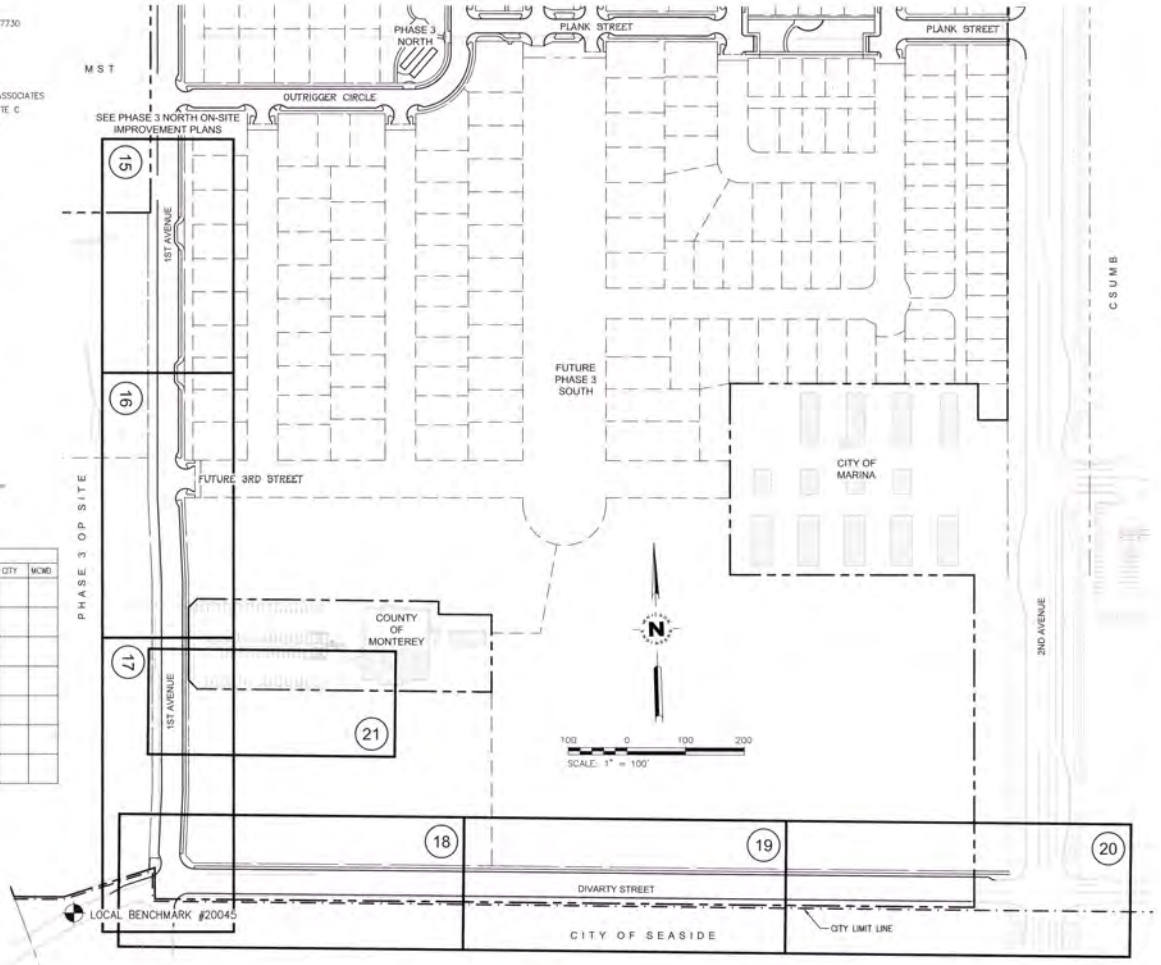
BENCHMARK NOTES

1. SURVEY CONTROL IS BASED ON PROPAGATION OF AN EXISTING CONTROL NETWORK PREVIOUSLY ESTABLISHED FOR PAST PHASES OF THE DUNES ON MONTEREY BAY PROJECT. HORIZONTAL CONTROL UTILIZES A GROUND-BASED COORDINATE SYSTEM BASED ON THE CALIFORNIA COORDINATE SYSTEM, NAD 83 ZONE IV. GRID COORDINATES HAVE BEEN SCALED TO GROUND BY A APPLYING AN AVERAGE COMBINED SCALE FACTOR OF 1.00006928. BEARINGS ARE GRID BEARINGS PER THE CALIFORNIA COORDINATE SYSTEM, NAD83 ZONE IV.
2. ELEVATIONS ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AS VERIFIED IN OCTOBER OF 2019 BASED ON SURVEYED TIES TO THE FOLLOWING BENCHMARKS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS):
3. AN ESTABLISHED NAVD88 ELEVATION OF 131.66' FOR A "MAG" NAIL AND WASHER STAMPED "WHITSON CONTROL" DESIGNATED AS POINT NUMBER 20045, SHOWN HEREON, IS THE LOCAL SITE BENCHMARK.

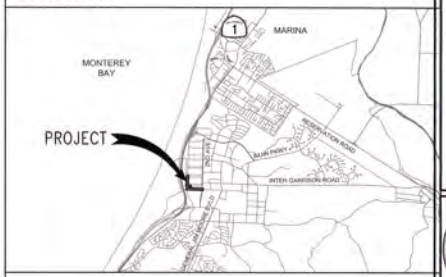
NGS PID	DESIGNATION	PUBLISHED ELEVATION	MEASURED ELEVATION	Δ
DH0278	ID 1109	11.68'	11.68'	0.00'
DJ2130	J 893 (MONUMENT	145.94'	145.93'	0.01'

REVISION LOG

NO.	DATE	DESCRIPTION	SHEETS	CITY	MCWD



LOCATION MAP



LEGEND

DESCRIPTION	PROPOSED	EXISTING
SUBDIVISION BOUNDARY		
CITY LIMIT LINE		
LOT LINE		
RIGHT-OF-WAY		
CENTER LINE		
EASEMENT LINE		
HINGE LINE/TOP SLOPE		
TOE SLOPE		
SAWCUT LIMIT		
GUTTER FLOWLINE		
EARTH DITCH		
CONCRETE V-DITCH		
CURB		
DOMESTIC WATER MAIN		
SEWER MANHOLE		
SANITARY SEWER		
STORM DRAIN		
STORM MANHOLE		
STANDARD CURB INLET		
STREET/PROPERTY CORNER MONUMENT		

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
ARV	AIR RELEASE VALVE
B	BUBBLER
BC	BEGINNING OF CURVE
BCR	BEGIN CURB RETURN
BFP	BACK FLOW PREVENTER
BO	BLOW OFF VALVE
BOW, BW	BACK OF WALK
CB	CATCH BASIN
CC&S	CURB, GUTTER & SIDEWALK
CL	CENTERLINE
CLR	CLEAR
CO	CLEAN OUT
CONC	CONCRETE
CR	CROWN
CI	DROP INLET/CROSS INLET
DIA	DIAMETER
DL	DRIVEWAY LIP
DW	DRIVEWAY
(E)	EAST
EA	EACH
EC	END OF CURVE
EL	ELEVATION
EM	EASEMENT
EP	EDGE OF PAVEMENT
ER	END OF RETURN
EX, EXIST	EXISTING
FC	FACE OF CURB
FES	FLARED END SECTION
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FI	FIELD INLET
FL	FLOW LINE
FUT	FUTURE
G	GAS
GB	GRADE BREAK
GFF	GARAGE FINISH FLOOR
GL	GARAGE LIP
GP	GARAGE PAD
GND	GROUND
GR	GRATE
HDPE	HIGH-DENSITY POLYETHYLENE
HGL	HYDRAULIC GRADE LINE
HL	HINGE LINE
HMA	HOT MIX ASPHALT
HP	HIGH POINT
IM	IRRIGATION METER
INT	INTERSECTION
INV	INVERT
IRR	IRRIGATION
JT	JOINT TRENCH
L	LENGTH
LF	LINEAR FOOT
LL	LOT LINE
LP	LOW POINT
LT	LEFT
MAX	MAXIMUM
MCWD	MARINA COAST WATER DISTRICT
MIN	MINIMUM
(N)	NORTH
NE	NORTHEAST
NO.	NUMBER
NW	NORTHWEST
OH	OVERHEAD
OC	ON CENTER
OHP	OVERHEAD ELECTRIC
(P)	PROPOSED
P	PAD
PIP	PROTECT IN PLACE
PL	PROPERTY LINE
POC	POINT OF CONNECTION
PR	PROFILE
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENT
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE
R	RETURN
RT	RIGHT
RW	RECYCLED WATER
R/W, ROW	RIGHT OF WAY
(S)	SOUTH
SD	SAW CUT
SDMH	STORM DRAIN MANHOLE
SE	SOUTHEAST
SO	SIDE OPENING
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEAN OUT
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
SW	SOUTHWEST
S/W	SIDEWALK
TC	TOP OF CURB
TCD	THRU CURB DRAIN
TI	TRAFFIC INDEX
TOW	TOP OF WALL
TRC	TOP OF ROLLED CURB
TYP	TYPICAL
(W)	WEST
W	WATER
WLE	WATER LINE EASEMENT
WM	WATER METER
WV	WATER VALVE
XJT	EXISTING JOINT TRENCH

INDEX OF SHEETS

SHEET	DESCRIPTION
1	COVER SHEET
2	IMPROVEMENT PLAN NOTES
3	MCWD STANDARD NOTES AND STRUCTURE SCHEDULE
4	UTILITY SECTIONS
5	UTILITY DETAILS
6	IMPROVEMENT PLAN DETAILS
7–8	STORMWATER CHAMBER DETAILS
9	STORMDRAIN DETAILS
10–11	MCWD STANDARD WATER DETAILS
12	MCWD STANDARD SANITARY SEWER DETAILS
13	CONSTRUCTION SEQUENCING PLAN
14	UTILITY SYSTEM MAP
15–21	PLAN & PROFILE
22	STORM DRAIN PROFILES
23	CURB RETURN PROFILES
24–25	SIGNING AND STRIPING PLAN

WDID No.: 3 27C344980
RISK LEVEL: 2

Civil Engineering
Land Surveying
Whitson ENGINEERS

PROFESSIONAL ENGINEER — ANDREW P. HUNTER — No. 67730 — CIVIL — STATE OF CALIFORNIA — REGISTERED

SUBMITTAL / REVISION	APPROVED PLANS
3	2/20/2025

THE DUNES ON MONTEREY BAY - PHASE 3
OFF-SITE IMPROVEMENT PLANS
MARINA, CA
APN 031-221-021 & 022
COVER SHEET
SITE PLAN, VICINITY MAP, INDEX, LEGEND, NOTES

SCALE:	1" = 100'
DRAWN:	APH
JOB No.:	3140.46
SHEET	211 OF 25

APPROVED FOR CONSTRUCTION
NOURDIN KHAYATA, P.E. 52446
INTERIM PUBLIC WORKS DIRECTOR
2/20/2025
DATE

REVIEWED BY:
DATE 2/11/2025
THE GEOTECHNICAL ASPECTS OF THE GRADING PLANS HAVE BEEN REVIEWED FOR SUBSTANTIAL CONFORMANCE WITH THE INTENT OF THE RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL EXPLORATION REPORT.

MARINA COAST WATER DISTRICT
11 RESERVATION ROAD
MARINA, CA 93933
(831) 384-6131
APPROVED FOR CONSTRUCTION:
GARRETT HAERTEL, P.E. 72403, DISTRICT ENGINEER
DATE

811 Know what's below. Call before you dig.

0 1 2 INCHES 3

EXHIBIT B

1902732.1

Whitson ENGINEERS
Civil Engineering + Land Surveying
6 Harris Court, Monterey, CA 93940 | 831.649.5225
whitsonengineers.com

February 11, 2025
Job No.: 3140.46

ENGINEER'S BOND ESTIMATE
CITY OF MARINA
THE DUNES ON MONTEREY BAY - PHASE 3 OFF-SITE
MARINA, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price		Amount
	STREET WORK						
1	Street Fine Grading	168,700	SF	$	0.46	$	77,602
2	3.5" HMA *(Streets, Type A, TI=5.5)*	2,400	TONS	$	150.00	$	360,000
3	6.0" Aggregrate Base *(Streets, Class II)*	4,050	TONS	$	35.00	$	141,750
4	Street Driveway Approaches	5	EA	$	3,000.00	$	15,000
5	Conform to Existing Street	3	EA	$	2,500.00	$	7,500
6	6" Vertical Curb City Std ST-1 (Includes 6" AB)	70	LF	$	30.00	$	2,100
7	6" Vertical Curb & Gutter (City Std ST-1) *(Includes 6" AB)*	5,300	LF	$	24.00	$	127,200
8	AC Dike	50	LF	$	20.00	$	1,000
9	Bike Path Pavement	10,100	SF	$	6.35	$	64,135
10	Concrete Sidewalk (*City Std ST-2)*	14,300	SF	$	7.50	$	107,250
11	Curb Ramps	7	EA	$	1,300.00	$	9,100
12	Street Centerline Monuments	4	EA	$	750.00	$	3,000
13	Street Lights	21	EA	$	8,000.00	$	168,000
14	Striping *(Thermoplastic)*	9,300	LF	$	5.00	$	46,500
15	Pavement Markings *(Thermoplastic)*	19	EA	$	600.00	$	11,400
16	Red Curb	300	LF	$	2.00	$	600
17	Traffic / Street Name Signs	14	EA	$	750.00	$	10,500
	Subtotal Street Work					**$**	**1,152,637**

Item	Description	Quantity	Unit		Unit Price		Amount
	STORM DRAIN						
1	Catch Basin Bottoms	12	EA	$	5,600.00	$	67,200
2	Curb Inlet Tops	12	EA	$	1,500.00	$	18,000
3	48" Storm Drain Manholes	3	EA	$	6,500.00	$	19,500
4	Hydro International First Defense Unit	3	EA	$	25,000.00	$	75,000
5	Nyloplast 24" Round Drain Basin	3	EA	$	5,600.00	$	16,800
6	MC-4500 Stormtech Infiltration Chambers	16,500	CF	$	14.00	$	231,000
7	12" HDPE Storm Drain Pipe	170	LF	$	60.00	$	10,200
8	15" HDPE Storm Drain Pipe	540	LF	$	67.00	$	36,180
9	18" HDPE Storm Drain Pipe	80	LF	$	71.00	$	5,680
10	24" HDPE Storm Drain Pipe	1	LS	$	1,600.00	$	1,600
	Subtotal Storm Drain					**$**	**481,160**
	TOTAL PHASE 3 OFF-SITE CITY OF MARINA BOND AMOUNT *(to nearest $1,000)*					**$**	**1,634,000**

May 16, 2025 Item No. **10g(4)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

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

RECOMMENDATION: It is recommended that the City Council consider:

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

PROJECT HISTORY

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

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

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

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

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

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

ENVIROMENTAL REVIEW

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

FISCAL IMPACT

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

CONCLUSION

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

Respectfully submitted

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

REVIEWED BY:

_____
Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-

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

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

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

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

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

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

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

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

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

1. Approve an agreement with Denise Duffy and Associates to implement a monitoring plan for Hilltop Park within Phase 2 East of University Village in an amount not to exceed $24,000; and
2. Authorizing the City Manager to execute the agreement subject to final review and approval by the City Attorney; and
3. Authorizing the Finance Director to make necessary accounting and budgetary entries
4. Dissolve the Hilltop Park Ad Hoc Committee.
5. Find these actions are exempt from CEQA per Section 15061(b)(3) of the CEQA Guidelines.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 20th day of May 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

DENISE DUFFY & ASSOCIATES, INC.
PLANNING AND ENVIRONMENTAL CONSULTING

April 2, 2025

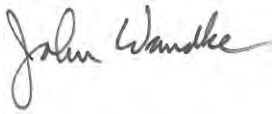
Guido F. Persicone, AICP
Community Development Director
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

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

Dear Mr. Persicone,

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

Sincerely,



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

SCOPE OF WORK

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

Task 1 – Year 1 Maintenance Inspections and Maintenance Recommendations

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

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

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

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

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

BUDGET

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

ASSUMPTIONS

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

SCHEDULE

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

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

AUTHORIZATION TO PROCEED

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

Project Name: Hilltop Park Landscape Maintenance Recommendations

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

Print Name:_____

Title:_____

On Behalf of:_____

Mailing Address:_____

Phone:_____

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

Existing Contract Date, if applicable: On-call contract

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

Mailing Address:_____

Attention:_____

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

Or email: mechevarria@ddaplanning.com

DENISE DUFFY & ASSOCIATES, Inc.
STANDARD TERMS AND CONDITIONS

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

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

May 16, 2025 Agenda Item: **10g(5)**

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025- CONSENTING TO SUBLEASE AGREEMENT BETWEEN LIGHT & MOTION INDUSTRIES AND SIMON BULL, AN INDIVIDUAL D/B/A SIMON BULL STUDIO PURSUANT TO A LEASE AGREEMENT DATED MARCH 25TH 2013 BETWEEN THE CITY OF MARINA AND LIGHT AND MOTION, AND AUTHORIZING CITY MANAGER TO EXECUTE THE CONSENT TO SUBLEASE SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2025-:

1. Consenting to a sublease between Light & Motion Industries and Simon Bull, an individual, d/b/a Simon Bull Studio, of a portion of the space leased by Light & Motion Industries pursuant to a lease agreement between Light & Motion Industries and the City of Marina dated March 25, 2013 as amended;
2. Authorizing the City Manager to execute the consent to sublease subject to review and approval by the City Attorney; and
3. Finding this action is exempt from environmental review pursuant to Sections 15301 and 15061(b)(3) of the CEQA Guidelines.

BACKGROUND

On or about March 25, 2013, the City entered into a lease agreement with Light & Motion Industries for 27,119 square feet of space ("Leased Premises") located at 711 Neeson Road at the Marina Airport and commonly known as Building 535 ("Lease"). The Lease was subsequently amended on November 5, 2013 ("First Amendment") and then again on September 20, 2017 ("Second Amendment"). The First Amendment clarified certain matters governing the course of construction of improvements to the premises. The Second Amendment allowed Light & Motion to pledge the leasehold estate to obtain financing for certain of the improvements. The initial term of the Lease ends on April 30, 2034. The Lease is attached as **EXHIBIT A**.

The Lease also contains two separate and successive 5-year options that if exercised would allow extension of the Lease for a total of 10 years beyond the initial term but only on the condition that the tenant, Light & Motion, occupies the majority of the square footage of Building 535. Rent under the Lease is currently approximately $13,830[1] and is scheduled to increase to approximately $16,271 by the end of the initial term. The Lease does not allow Light & Motion to sublease the leased premises, in whole or in part, without the prior written consent of the City, which consent cannot be unreasonably withheld or delayed.

ANALYSIS

[1] Section 4.01 of the Lease provides that the rent shall be charged at $0.40 per square foot for a total rent of $10,847.60 based on 27,119 square feet of space the first year of the initial term, and shall be increased by $0.01 (one cent) per square foot for each year thereafter.

On or about April 29, 2025, tenant, Light & Motion, presented a signed sublease dated April 26, 2025 with a term beginning on June 1, 2025 and ending on April 30, 2034 for a sublease of 15,500 square feet of the Leased Premises ("Sublease"). The Sublease has base rent beginning at $12,000 per month for the second month and ending at $19,000 per month for the final month of the Sublease term. The Sublease is attached as **EXHIBIT B**.

The Sublease incorporates all the terms of the Lease, except for those provisions that address: the option to extend (and corresponding rent under such options); reimbursement to Light & Motion for certain tenant improvements; performance deposit by Light & Motion; broker commission for original lease; financing of improvements by Light & Motion; improvements by City; and any pledging of tenant improvements by Light & Motion. Except as excluded, the sublessee, Simon Bull, assumes and agrees to perform Light & Motion's obligations under the Lease for the Sublease premises. Additionally, Sublessee's use of the portion of the Leased Premises is similar to the use by Light & Motion: offices, light manufacturing, and storage of tenant's products and equipment.

Simon Bull Studio has three art galleries located in Carmel, St. Helena, and Aspen, Colorado. They will be relocating their headquarters and production studio to the 711 Neeson Road building at the Airport in Marina. They currently employ 16 full-time employees. The attached link is an introduction by Simon Bull.

https://www.dropbox.com/scl/fi/o7cjyiqku1cexmqzn59ig/Presentation-to-the-City-of-Marina-by-Simon-Bull-Studios.MOV?rlkey=jk1kcsv8hksoedkd2wk9timm1&st=eaxzi7x6&dl=0

Light & Motion for the most part has shut down their operations at the Airport. They are up-to-date on their lease payment of $13,830 per month, and the Sublease with Simon Bull Studio will assist them in staying current on their current lease obligation.

Based on the City staff's review of the Sublease and the materials reviewed regarding the sublessee's business, consent to the Sublease is recommended.

FISCAL IMPACT

There is no fiscal impact. The City will continue to receive the rent as required under the Lease.

ENVIRONMENTAL REVIEW

The proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the following: CEQA Guidelines Section 15301 – The project involves the approval of a sublease for the continued use of an existing facility with no expansion of use beyond that previously authorized. The sublease does not involve any new construction, modification, or physical alteration of the property and constitutes a negligible or no expansion of the existing use; CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption: Additionally, the activity is exempt under the common sense exemption, as it can be understood with certainty that there is no possibility the proposed sublease will have a significant effect on the environment. The proposed sublease involves no physical changes to the property and no change in the type or intensity of use. Therefore, no further environmental review is required.

CONCLUSION

This request is submitted for City Council consideration.

Respectfully submitted,

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CITY CONSENTING TO SUBLEASE AGREEMENT BETWEEN LIGHT & MOTION INDUSTRIES AND SIMON BULL, AN INDIVIDUAL D/B/A SIMON BULL STUDIO PURSUANT TO A LEASE AGREEMENT DATED MARCH 25TH 2013 BETWEEN THE CITY OF MARINA AND LIGHT AND MOTION, AND AUTHORIZING CITY MANAGER TO EXECUTE THE CONSENT TO SUBLEASE SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, on or about March 25, 2013, the City entered into a lease agreement with Light & Motion Industries for 27,119 square feet of space ("Leased Premises") located at 711 Neeson Road at the Marina Airport and commonly known as Building 535 ("Lease").

WHEREAS, the Lease was subsequently amended on November 5, 2013 ("First Amendment") and then again on September 20, 2017 ("Second Amendment"). The First Amendment clarified certain matters governing the course of construction of improvements to the premises. The Second Amendment allowed Light & Motion to pledge the leasehold estate to obtain financing for certain of the improvements.

WHEREAS, the initial term of the Lease ends on April 30, 2034.

WHEREAS, the Lease does not allow Light & Motion to sublease the leased premises, in whole or in part, without the prior written consent of the City, which consent cannot be unreasonably withheld or delayed.

WHEREAS, on or about April 29, 2025, tenant, Light & Motion, presented a signed sublease dated April 26, 2025 with a term beginning on June 1, 2025 and ending on April 30, 2034 for a sublease of 15,500 square feet of the Leased Premises ("Sublease").

WHEREAS, the Sublease has base rent beginning at $12,000 per month for the second month of the Sublease term and ending at $19,000 per month for the final month of the such term.

WHEREAS, the Sublease incorporates all the terms of the Lease, except for those provisions that address: the option to extend (and corresponding rent under such options); reimbursement to Light & Motion for certain tenant improvements; performance deposit by Light & Motion; broker commission for original lease; financing of improvements by Light & Motion; improvements by City; and any pledging of tenant improvements by Light & Motion.

WHEREAS, except as excluded, the sublessee, Simon Bull, assumes and agrees to perform Light & Motion's obligations under the Lease for Sublease premises.

WHEREAS, Sublessee's use of the portion of the Leased Premises is similar to the use by Light & Motion: offices, light manufacturing, and storage of tenant's products and equipment.

WHEREAS, Simon Bull Studio will be relocating their headquarters and production studio to the 711 Neeson Road building at the Airport in Marina. They currently employ 16 full-time employees.

WHEREAS, Light & Motion is up-to-date on their lease payment of $13,830 per month and the Sublease with Simon Bull Studio will assist them in staying current on their current lease obligation.

WHEREAS, based on the City staff's review of the Sublease and the materials provided regarding the sublessee's business, consent to the Sublease is recommended.

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

WHEREAS, Simon Bull Studio has three art galleries located in Carmel, St. Helena, and Aspen, Colorado.

1. Consents to a sublease between Light & Motion Industries and Simon Bull, an individual, d/b/a Simon Bull Studio, of a portion of the space leased by Light & Motion Industries pursuant to a lease agreement between Light & Motion Industries and the City of Marina dated March 25, 2013 as amended;
2. Authorizes the City Manager to execute the consent to sublease subject to review and approval by the City Attorney; and
3. Finds this action is exempt from environmental review pursuant to Sections 15301 and 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 20h day of May 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

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SECOND AMENDMENT TO LEASE
BETWEEN
THE CITY OF MARINA
AND
LIGHT & MOTION INDUSTRIES

This Second Amendment to Lease (the "Second Amendment") is entered into as of the 20th day of September, 2017, by and between The City of Marina, a California municipal corporation ("Landlord") and Light & Motion Industries, a California corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into a Lease as of March 25, 2013, as amended by that certain First Amendment to Lease dated November 5, 2013 (collectively referred to as "Lease") for certain real property commonly known as 711 Neeson Road, Marina, California, and as more particularly described in the Lease (the "Premises"). Capitalized terms used herein shall have the meanings set forth in the Lease, unless otherwise defined herein.

B. Tenant is obtaining financing, which financing will be secured by the Lease and the underlying "Leasehold Estate".

C. Tenant seeks to amend the Lease to allow for the pledging of the Leasehold Estate and the Lease, and Landlord is consenting to the pledging of the Lease and the Leasehold Estate as security for such loan.

D. The definitions and provisions set forth in the Lease shall apply to this Second Amendment.

TERMS AND CONDITIONS

1. **Limited Amendment**. Except as specifically modified hereby, the Lease shall remain in full force and effect and shall be unimpaired. In the event of conflict between the terms of this Second Amendment and the terms of the Lease, the Second Amendment shall control.

2. **Use**. The first sentence of Section 2.01 of the Lease is amended and restated in its entirety to read as follows: "The Lease is made for the purpose of allowing Tenant's use of the Premises and for granting Tenant certain rights and privileges to occupy the Premises and to use the area designated for parking. Tenant shall be permitted to use the Leased Premises for manufacturing or other light industrial use(s), office space, storage, and other uses incidental to the aforementioned uses."

3. **Tenant's Right to Encumber Leasehold**. Tenant may, at any time during the Term of this Lease, encumber in favor of any deed of trust beneficiary or mortgagee (collectively **"Lienholder"**) by deed of trust, mortgage, personal property security agreement or other security instrument (hereinafter collectively referred to as a **"Deed of Trust"**) all of Tenant's right, title and interest under this Lease and the Leasehold Estate hereby created in Tenant; provided, however, (i) that no Deed of Trust incurred by Tenant pursuant to this section shall, and Tenant

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shall not have power to incur any encumbrance that will, constitute in any way a lien or encumbrance on Landlord's fee interest in the Premises or any interest of Landlord in the Premises; (ii) the Deed of Trust and all rights acquired under it shall be subject to each and all of the terms, covenants, conditions and restrictions stated in this Lease and to all of the rights and interests of Landlord, except as otherwise provided in this Lease; and (iii) Tenant shall give Landlord prior notice of any such Deed of Trust and shall accompany such notice with a copy of the note and the Deed of Trust.

It is acknowledged and Landlord hereby gives its consent to the encumbrance and pledging of the Lease and the Leasehold Estate to the CDC Small Business Finance Corp., which entity assigns its rights to the United States Small Business Administration. This loan, which is an SBA 504 loan, will be junior and subordinate to one or more senior encumbrances, as is required pursuant to the SBA 504 loan program.

4. **Notice to and Service on Lienholder**. Landlord shall mail to Lienholder, a duplicate copy of any and all notices Landlord may from time to time give to or serve on Tenant pursuant to or relating to this Lease (including but not limited to notices of default, notice of rent increases, notice of operating cost pass-throughs, etc.). Tenant shall at all times keep Landlord informed in writing of the name and mailing address of Lienholder and any changes in Lienholder's mailing address. Any notices or other communications permitted by this or any other section of this Lease or by law to be served on or given to Lienholder by Landlord shall be given in the manner prescribed in the Lease addressed to Lienholder at the last mailing address for Lienholder furnished in writing to Landlord by Tenant or Lienholder.

5. **No Modification Without Lienholder's Consent**. Tenant and Landlord hereby expressly stipulate and agree that, without the prior written consent of all Lienholders, they will not (1) modify the Lease, as amended, in any way, and (2) cancel, terminate or avoid this Lease, except as provided under the Lease.

6. **Amendments**. Landlord shall make certain modifications to the Lease that will reasonably accommodate the Lienholder so long as the amendments do not materially change the Landlord's rights or remedies or jeopardize the economics of the transaction or Landlord's eligibility for FAA grant funding. Specifically and without limitation, no such amendment shall modify or amend (i) the monthly rent and additional rent payable under the Lease, which were determined to produce income equal to the Premises' fair market value when the Lease was entered into, or (ii) the provisions of Article 6 and Article 7 of the Lease.

7. **Right of Lienholder to Cure Defaults**. Before Landlord may terminate the Lease because of any default under or breach of this Lease by Tenant, Landlord must give written notice of the default or breach to Lienholder and afford Lienholder the opportunity after service of the notice to:

a. **Monetary Default**. Cure the breach or default within 60 days of Lienholder's receipt of notice of default where the default can be cured by the payment of money to Landlord or some other person;
b. **Nonmonetary Default**. Cure the breach within sixty (60) days of Lienholder's receipt

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of notice of default where the breach or default must be cured by something other than the payment of money and can be cured within that time; or if the breach of default cannot be cured within sixty (60) days, commence to cure the breach or default within the time period after service of notice of default on Lienholder by Landlord and thereafter diligently pursue same to completion. Lienholder shall have the right to enter upon the property for that purpose.

8. **Rights of Lienholder**. A Lienholder shall have the right at any time during the term of the Lease and the existence of such encumbrance to:

a. **Substitute Performance by Lienholder**. Do any act or thing required of Tenant under the Lease, and any such act or thing done and performed by Lienholder shall be as effective to prevent a forfeiture of Tenant's rights under the Lease as if done by Tenant.

b. **Foreclosure of Deed of Trust**. Realize on the security afforded by the Leasehold Estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the Deed of Trust and to:

i. Transfer, convey or assign the title of Tenant to the Leasehold Estate created by the Lease to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in the Deed of Trust; and

ii. Acquire and succeed to the interest of Tenant under the Lease by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in the Deed of Trust.

9. **Foreclosure in Lieu of Curing Default**. Notwithstanding any other provision of the Lease, a Lienholder may forestall termination of this Lease by Landlord for a monetary or nonmonetary default or breach of the Lease by Tenant by commencing proceedings to foreclose its Deed of Trust. The proceedings so commenced may be for foreclosure of the Deed of Trust by order of court or for foreclosure of the encumbrance under a power of sale contained in the Deed of Trust. The proceedings shall not, however, forestall termination of the Lease by Landlord for the default or breach by Tenant unless:

a. **Initiation**. They are commenced within the time provided for cure of a default by Lienholder under the Lease; and

b. **Diligent Prosecution**. They are, after having been commenced, diligently pursued in the manner required by law to completion.

10. **Assignment and Sublease**. Lienholder and Lienholder's successors shall, upon becoming owner of the Leasehold Estate, have the right to assign and sublease the subject Leasehold Estate with the consent of Landlord, which consent shall not be unreasonably withheld.

11. **Assignment on Foreclosure**. Provided that (1) the Lienholder gives written notice of transfer to Landlord setting forth the name and address of the transferee as well as the effective date of the transfer, and (2) the transferee assumes the obligations of this Lease (including the

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provisions pertaining to payment of rent and permitted uses), the written consent of Landlord shall not be required for a transfer of Tenant's interest under the Lease to:

a. A purchaser at a foreclosure sale of the encumbrance whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale in the Deed of Trust.

b. If (1) a Lienholder acquires Tenant's interest under this Lease at a foreclosure sale or by an assignment under this Lease in lieu of foreclosure, and (2) such Lienholder desires to assign Tenant's interest under the Lease to a third party assignee, then the following shall apply:

i. Except as provided in the immediately succeeding paragraph, the proposed assignment to the third party assignee shall be subject to the terms and conditions of the Lease.

ii. Notwithstanding the provisions of the Lease to the contrary, such Lienholder shall be obligated to perform Tenant's obligations under the Lease only during the time commencing on the date such Lienholder acquires Tenant's interest under this Lease until the date such Lienholder assigns Tenant's interest under the Lease to a third party assignee (i.e., which Lienholder shall be relieved of all obligations under this Lease which accrue after the date of such assignment).

12. **New Lease to Lienholder**. Notwithstanding any other provision of this Lease to the contrary, if the Lease terminates because of the insolvency or bankruptcy of Tenant or because of any event of default by Tenant, Landlord will execute a new lease for the Premises to the Lienholder under a Deed of Trust incurred by Tenant, provided:

a. **Written Request**. A written request for the new lease is served on Landlord by Lienholder within ninety (90) days after the effective date of termination of this Lease;

b. **Same Terms**. The new lease (1) is for a term ending on the same date the Term of the Lease would have ended had not this Lease been terminated, (2) provides for the payment of rent at the same rate that would have been payable under the Lease during the remaining Term of the Lease had the Lease not been terminated, and (3) contains the same terms, covenants, conditions and provisions as are contained in the Lease, including, without limitation, the provisions set forth in Article 6 and Article 7 of the Lease; and

c. **Cure Existing Defaults**. Lienholder, on execution of the new lease by Landlord, shall pay any and all sums that would at the time of the execution of the new lease be due under this Lease but for its termination and shall otherwise fully remedy or agree in writing to remedy any other defaults or breaches of this Lease committed by Tenant that can be remedied;

13. **Title to Improvements**. Landlord and Tenant agree that title to the Reimbursable Building Improvements shall immediately vest in Landlord in the event Lienholder forecloses on the Lease

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as provided in this Second Amendment, subsequent to which Lienholder may assign or sublet all interest in the Lease as provided in Section 11 above. Notwithstanding the foregoing, all Reimbursable Building Improvements and Tenant Improvements constructed on the Premises pursuant to Article 9 of the Lease shall remain subject to the security interest, if any, granted to Lienholder by Deed of Trust or other security interest, until such security is extinguished. Neither Tenant nor Lienholder (or any other successor in interest to Tenant or Lienholder) shall be permitted to remove any Improvements, excepting fixtures, equipment, and furnishings that can be removed without materially damaging the Premises.

14. **Lienholder as Assignee of Lease**. No Lienholder shall be liable to Landlord as an assignee of this Lease unless and until such time as Lienholder acquires all rights of Tenant under this Lease through foreclosure or other proceedings in the nature of foreclosure or as a result of some other action or remedy provided by law or the instrument creating the encumbrance.

15. **Non-Liability of Lienholder for Hazardous Waste Contamination**. Lienholder shall have no liability for any costs arising out of hazardous waste contamination in or about the Premises which arose or began to arise prior in time to the date on which Lienholder comes into possession of the Premises or becomes the owner of the Leasehold Estate. Notwithstanding any indemnification obligation of the Tenant under the Lease, Lienholder shall have no such indemnity obligation for hazardous waste contamination, as defined in its broadest sense, which arose or began to arise prior in time to possession of the Premises by Lienholder and/or before Lienholder becomes the owner of the Leasehold Estate.

16. **Insurance Policy Provisions**. Lienholder shall be named as an additional insured under all insurance coverages of Tenant, as may be required pursuant to the Deed of Trust and related documents. Any of Tenant's insurance policies on the Leasehold Estate and/or any improvements thereon are cancelable only upon prior written notice to the Lienholder. In case of a loss, and if Tenant rebuilds or repairs the Premises or any portion thereof, all in accordance with the Lease, then the proceeds of any such insurance shall be used for such rebuilding and/or repairing. If Tenant elects to terminate the Lease in lieu of making repairs to and/or rebuilding of the Premises as permitted by terms of Article 11 of the Lease after receipt of any insurance policy proceeds, then the proceeds of insurance as pertain to Tenant's trade fixtures, equipment and other personal property shall be paid to the Lienholder up to such amount as is required to satisfy Tenant's obligation to Lienholder under Lienholder's loan, and used toward the payment of the obligation (i.e., the Deed of Trust) in favor of Lienholder. Lienholder, as a successor-in-interest to Tenant, shall not be obligated to rebuild improvements in the event the insurance proceeds are insufficient notwithstanding the provisions of Section 11.02.

17. **Condemnation**. In the event of any taking or condemnation of all or any part of Leasehold Estate, all such compensation and/or damages awarded and/or received therefore shall belong to Tenant; provided, all such compensation and proceeds shall first be applied to repay the Lienholder's loan and other Trust Deeds given by Tenant secured by the Leasehold Estate and with a lien position senior to Lienholder's Loan.

18. **Attornment and Non-Disturbance.** Upon acquisition of the Lease by Lienholder, Lienholder shall attorn to Landlord as Landlord under the Lease, which attornment shall be

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effective and self-operative without the execution of any other instrument on the part of any party hereto, immediately upon Lienholder's succeeding to the interest of Tenant under the Ground Lease. In the event that a Lender or successor of Landlord takes title to the Real Property, either as a result of foreclosure of the mortgage or accepting a deed to the Real Property in lieu of foreclosure, sale or otherwise, or the Real Property shall be purchased at such a foreclosure by a third party, and Landlords' successor or such other third party shall furnish Tenant reasonably satisfactory evidence that it has acquired title to the Real Property, Tenant shall attorn to such third party and recognize Lienholder as required under the Lease. Such successor to Landlord shall attorn to the Lease and shall not disturb the tenancy of Tenant or the Deed of Trust, so long as there is no default under the Lease and then, only in accordance with the Lease as amended by the First Amendment and this Second Amendment.

19. **No Merger of Leasehold and Fee Estates**. Should Tenant incur a Deed of Trust, then there shall thereafter, during the existence of the Deed of Trust, be no merger without the consent of the Lienholder of the Leasehold Estate created by the Lease and the fee estate in the Premises merely because both estates have been acquired or become vested in the same person or entity.

20. **Lienholder as Including Subsequent Security Holders**. The term "Lienholder" shall mean and refer to the persons and/or entities that are named in any Deed of Trust as well as all subsequent assignees and holders of the security interest created by such Deed(s) of Trust. Landlord agrees that by acceptance of the Deed(s) of Trust or other encumbrance of the Lease, Lienholder has not become liable under the terms of the Lease. Tenant and Landlord agree that Lienholder shall be so liable only if Lienholder acquires ownership of the Leasehold Estate, and then only for such period of time as Lienholder holds such leasehold interest. Landlord further agrees that Lienholder's liability shall be limited to Lienholder's interest in the Premises, notwithstanding any assumption of the Lease or entering into a new lease by Lienholder.

21. **Estoppel Certificates by Landlord**. Landlord hereby agrees to provide, from time to time for a Lienholder, an estoppel certificate in a commercially reasonable form.

22. **Authority**. Tenant and Landlord have the authority to enter into this Second Amendment and have received all consents required to give effect to this Amendment.

[Signatures Continued on Next Page]

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LANDLORD:

THE CITY OF MARINA,
A California municipal corporation

By: _____
Layne Long, City Manager

Attest: Pursuant to Resolution 2017-42

By: _____
Anita Sharp, Deputy City Clerk

Approved AS To Form

_____
FOR THE CITY ATTORNEY

TENANT:

LIGHT & MOTION INDUSTRIES,
A California Corporation

By: _____
Daniel Emerson, President & Secretary

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Docusign Envelope ID: C035485C-926B-4AE2-9264-A26AE8821FB7

FIRST AMENDMENT TO LEASE
BETWEEN THE CITY OF MARINA AND LIGHT & MOTION INDUSTRIES

THIS FIRST AMENDMENT TO LEASE BETWEEN THE CITY OF MARINA AND LIGHT& MOTION INDUSTRIES ("First Amendment") is made this 5th day of November 2013, by and between the CITY OF MARINA, a California municipal corporation (the "City"), and LIGHT & MOTION INDUSTRIES, a California corporation ("Tenant").

Recitals

A. On March 25, 2013, City and Tenant entered into a certain Lease ("Lease") to provide for Tenant's occupancy and use of Building 535 located at 711 Neeson Road at the Marina Municipal Airport within the City.

B. The parties now wish to enter into this First Amendment to conform the Lease to the intention of the parties concerning certain matters governing the course of construction of improvements to the premises as set forth herein.

C. Only the numbered paragraphs of the Lease which are being amended are set forth in this Amendment.

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

Now, therefore, the parties agree to enter into this First Amendment, and to amend the Lease effective as of October 1, 2013, as follows:

1. The first two sentences of Section 4.03 of the Lease "Allowance for Reimbursable Building Improvements" are hereby amended to read as follows:

"**4.03 Allowance for Reimbursable Building Improvements**. The City will reimburse Tenant up to an amount not to exceed Six Hundred Thousand Dollars ($600,000) based on the costs incurred by Tenant related to demolition and the construction of the Improvements listed as "Reimbursable Building Improvements" (the "Reimbursable Building Improvements") in Exhibit C-1 attached hereto and incorporated herein by this reference, including, without limitation, an allocable share of construction management fees; architectural, engineering, design, survey and planning costs; and financing and other costs as reflected on Exhibit C-1. The parties agree that, upon execution of this Lease, Exhibit C-1 represents the agreed list of the Reimbursable Building Improvements to be made to the Premises by Tenant for which Tenant will receive reimbursement in the form of the Tenant Allowance."

The remainder of Section 4.03 continues unchanged.

2. The first sentence of Section 9.01 of the Lease "Improvements to Leased Premises" is hereby replaced by the following two sentences:

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"**9.01 Improvements to Leased Premises.** During the early possession period provided under this Lease, Tenant shall construct improvements to the leased Premises including: (1) the Reimbursable Building Improvements described in Section 9.02 and in Exhibit C-1; and (2) the tenant improvements (the "Tenant Improvements") required in connection with the Tenant's commercial use of the Premises, listed in Exhibit C-2, attached hereto and incorporated herein by this reference, as "Light & Motion's Tenant Improvements", for which the Tenant Allowance is not extended and for which the City makes no contribution, in whole or in part, of any public funds. Tenant shall construct the Reimbursable Building Improvements and the Tenant Improvements in accordance with plans and specifications (the "Plans") to be completed by Tenant and submitted to the City within sixty (60) days of the execution of this Lease."

The remainder of Section 9.01 continues unchanged.

3. Section 9.02 of the Lease "Reimbursable Building Improvements" is hereby amended to read in its entirety as follows:

" **9.02 Reimbursable Building Improvements.** Structural or building system-related improvements to the Premises: (1) required for compliance with an applicable federal, state or local regulations or codes, including, but not limited to, the codes adopted by the City in Title 15 of the Marina Municipal Code, the ADA, as same may be amended from time to time; or (2) to provide for the addition or restoration of a permanent structural improvement which will thereby enhance the Building's overall value or increase its useful life, including, but not limited to, the parking areas but not to include the parking area behind the Building to be improved by the City (see Section 9.05 (i)), electrical, mechanical, fire suppression, heating or ventilation system, plumbing and other costs as designated on Exhibit C-1, as well an allocable share of architectural, engineering, planning and design services, financing and certain other costs as reflected on Exhibit C-1, shall be eligible for treatment as Reimbursable Building Improvements for which Tenant will receive the Tenant Allowance to be credited against the monthly rent payable under this Lease as per Section 4.03. Reimbursable Building Improvements shall be as agreed by the City and Tenant and set forth in Exhibit C-1 hereto. Notwithstanding Section 17.29 regarding exhibits, in the event of a conflict between this section and Exhibit C-1, Exhibit C-1 shall control. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the Reimbursable Building Improvements designated on Exhibit C-1 and the Tenant Improvements designated on Exhibit C-2, on the leased Premises and for the payment of all costs associated therewith, subject to Tenant's right to the credit against monthly rent set forth in Section 4.03 hereof, the City's obligations under Sections 9.05 and 10.01, and the Tenant's obligations in accordance with regulations of the Division of Labor Standards Enforcement and Section 9.07."

4. Subsection (a)(11) of Section 9.04 is hereby amended to read in its entirety as follows:

"**9.04 Improvements by the Tenant.**

(11) All improvements (excepting Tenant's trade fixtures and equipment) shall be subject to this Lease. The Reimbursable Building Improvements shall become the property of the City upon the date their cost has been fully amortized and reimbursed to the Tenant by the City in accordance with Section 4.03. The Tenant Improvements shall become the property of the City as of the termination date of this Lease, unless otherwise agreed upon by Tenant and the City, and Tenant

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shall execute and deliver to the City any document requested by the City evidencing the assignment to the City of all estate, right, title and interest (other than the interest created under this Lease)."

5. Subsection (b) of Section 9.04 of the Lease "Improvements by the Tenant" is hereby added to read as follows:

"**9.04 Improvements by the Tenant.**

(b) Tenant shall enter into separate agreements for construction of the Reimbursable Building Improvements (Exhibit C-1) and for the Tenant Improvements (Exhibit C-2)."

6. . Section 9.05 of the Lease "Improvements by the City" is hereby amended to read in its entirety as follows:

"**9.05 Improvements by the City.** Except as otherwise expressly set forth in this Lease, the City is not obligated to construct or install any improvements on or off of the leased Premises. The City shall have no obligation on account of any construction or installation of any improvement by Tenant to pay for all or any portion of the costs or expenses arising out of such construction or installation, excepting the City's obligation to provide the credits against rent contemplated by Section 4.03 of this Lease. Notwithstanding the above, the City shall be responsible for (i) improving the parking area behind the Building, including all grading, paving, stripping and drainage, such that this parking area has not less than twenty-nine (29) parking stalls as shown on the Site Plan attached hereto as part of Exhibit A; (ii) the items designated on Exhibit C-3, attached hereto and incorporated herein by this reference, as City-Funded Work Excluded from Reimbursable Building Improvements and Light & Motion's Tenant Improvements, including hazardous materials testing and abatement, replacement of the roof of the Building and downspouts (including, removal of abandoned equipment and piping), and repairing and replacing all existing connections to the Building, as needed, for all utilities, including, gas, water (domestic and fire service), storm and sanitary sewer but excluding electrical and data transmission connections. The City shall provide City workers to paint the exterior walls of the Building upon completion of the exterior improvements by the Tenant and thereafter as needed in accordance with Section 10.01(b). All improvements designated on Exhibit C-3 that are the responsibility of the City shall be expeditiously completed with first quality materials in a proper, professional and good and workmanlike manner in compliance with Tenant's approved schedule of completion of the Reimbursable Building Improvements and the Tenant Improvements and all applicable federal, state and local laws, rules, regulations and ordinances. The City shall coordinate the timing of the improvement the parking area behind the Building with Tenant so that such improvements will not in any material respect interfere with or cause a delay in any other construction activities of Tenant authorized by the City.

7. Section 9.11 of the Lease "Insurance" is hereby amended to read in its entirety as follows:

"**9.11 Insurance.** Before commencing any construction work and during the course of construction, Tenant agrees to obtain, and cause its contractor(s) to be obtain, with a responsible insurance carrier authorized under the laws of the State of California to insure employees against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work in or on the leased Premises. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance, including installation floater coverage, in a sum equal, from time to time, to the

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agreed full cost for construction of the Reimbursable Building Improvements and the Tenant Improvements in the amount of one million seven hundred thousand dollars ($1,700,000); provided that such amount shall be increased to the total contract amount for the construction of the Reimbursable Building Improvements and the Tenant Improvements in the event the contracts for construction of such Improvements exceed one million seven hundred thousand dollars ($1,700,000). All risk of loss or damage to the Reimbursable Building Improvements and the Tenant Improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Tenant. The City and Tenant's general contractor shall be additional named insureds on Tenant's builder's risk and liability insurance."

7. Section 9.12 of the Lease "Tenant Responsible for Additional Improvement Costs" is hereby amended to read in its entirety as follows:

"**9.12 Tenant Responsible for Additional Improvement Costs**. All costs incurred by Tenant in connection with the construction of the Tenant Improvements and the Reimbursable Building Improvements in excess of the Tenant Allowance shall be the sole Responsibility of Tenant, subject to the City's right and obligation to provide such Tenant Allowance as a credit against monthly rent set forth in Section 4.03 of this Lease. All costs that are determined to be non-reimbursable under this Lease are the sole responsibility of Tenant."

8 Each individual executing this Amendment represents and warrants that he or she is duly authorized to execute and deliver this Amendment and that this Amendment is binding in accordance with its terms.

Except as provided above, the Lease is in all other respects shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first written above.

CITY OF MARINA

By: _____
Layne Long
City Manager

LIGHT & MOTION INDUSTRIES,
a California corporation

By: _____
Daniel Emerson
President

ATTEST: Pursuant to Resolution No. 2013-137

By: _____
Anita Sharp
Acting Deputy City Clerk

APPROVED AS TO FORM:

By: _____
for the City Attorney

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EXHIBIT C-1

9/23/2013

Reimbursable Building Improvements ("RBI") **EXHIBIT C-1**

Division	Description	Bid	Revised	9/20/2013	Light & Motion	Reimbursable Building Improvements City of Marina	FN1	LMI	City of Marina
112000	Supervision and coordination	$ 38,997.00	$ 38,997.00	$ 65,169.00	$ 46,618.30	$ 18,550.70		70%	30%
131000	General Conditions	$ 7,063.00	$ 7,063.00	$ 10,570.00	$ 7,399.00	$ 3,171.00		70%	30%
150000	Equipment Rentals & Safety	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 2,975.00	$ 525.00		85%	15%
181000	Architectural, Design, Survey, Planning	$ -	$ -	$ 100,000.00	$ 50,000.00	$ 50,000.00	FN2	50%	50%
191000	PG&E fees and engineering	$ -	$ -	$ 15,523.00	$ 7,761.50	$ 7,761.50		50%	50%
207000	Demolition	$ 57,961.00	$ 57,961.00	$ 47,574.00	$ 35,680.50	$ 11,893.50		75%	25%
207510	Sawcutting - Plumbing Trench	$ 2,560.00	$ 2,560.00	$ 26,841.00	$ -	$ 26,841.00		0%	100%
208000	Haz-Mat Abatement (allowance)	$ 60,000.00	$ 60,000.00	$ 33,620.00	$ -	$ 33,620.00		0%	100%
220000	Grading, AC paving, Wheelstops and striping, ADA Signage	$ 27,700.00	$ 27,700.00	$ 33,372.00	$ -	$ 33,372.00		0%	100%
220000	Replace Concrete Sidewalk and required	$ 7,504.00	$ 7,504.00	$ 8,200.00	$ -	$ 8,200.00		0%	100%
330000	Structural Concrete (recessed slabs in restrooms)	$ 3,544.00	$ 3,544.00	$ 10,903.00	$ -	$ 10,903.00		0%	100%
330000	Concrete (plumbing trenches)	$ 3,450.00	$ 3,450.00	$ 10,547.00	$ -	$ 10,547.00		0%	100%
330000	Conrete Wall patch (Holes in Extr Walls)	$ -	$ -	$ 1,100.00	$ -	$ 1,100.00		0%	100%
512000	Structural Steel (roof supports HVAC units)	$ 3,300.00	$ 3,300.00	$ -	$ -	$ -		0%	100%
622000	Cabinets and Millwork - solid surface tops in restrooms	$ 2,850.00	$ 2,850.00	$ 6,622.00	$ -	$ 6,622.00		0%	100%
822000	Cabinets and Millwork - sub-top frames at bathrooms	$ 1,020.00	$ -	$ -	$ -	$ -		0%	100%
880000	Exterior Curtain Wall Replacement	$ 130,000.00	$ 130,000.00	$ 208,338.00	$ -	$ 208,338.00		0%	100%
880000	Bath Mirrors	$ 700.00	$ 700.00	$ 2,651.00	$ -	$ 2,651.00		0%	100%
930000	Stone & Tile	$ 8,200.00	$ 8,200.00	$ 38,804.00	$ -	$ 38,804.00		0%	100%
	Trash enclosure		$ 26,000.00	$ 20,080.00	$ -	$ 20,080.00		0%	100%
	Exterior Lighting	4k per fixture	$ 26,000.00	$ 17,508.00	$ -	$ 17,508.00		0%	100%
1550000	Exhaust Fans / Restrooms	$ 2,500.00	$ 2,500.00	$ 5,474.00	$ -	$ 5,474.00		0%	100%
1000000	ADA Signage / Backing / Access Panels / Fire	$ 2,245.00	$ 2,245.00	$ 4,592.00	$ -	$ 4,592.00		0%	100%
1014000	Toilet Partitions	$ 5,800.00	$ 5,800.00	$ 4,670.00	$ -	$ 4,670.00		0%	100%
1060000	Toilet Accessories	$ 2,640.00	$ 2,640.00	$ 4,390.00	$ -	$ 4,390.00		0%	100%
1060000	FRP Janitor Room	$ 1,200.00	$ 1,200.00	$ 2,047.00	$ -	$ 2,047.00		0%	100%
153000	Fire Sprinklers Shell	$ 5,313.00	$ 5,313.00	$ 7,578.00	$ -	$ 7,578.00		0%	100%
154000	Plumbing	$ 50,100.00	$ 50,100.00	$ 81,000.00	$ -	$ 81,000.00		0%	100%
160000	Electrical - Transformer Pad, Transformer, Main Service	$ 55,500.00	$ 55,500.00	$ 24,010.00	$ -	$ 24,010.00		0%	100%
1672010	Fire Alarm	$ 6,500.00	$ 6,500.00	$ 13,755.00	$ -	$ 13,755.00		0%	100%
				Subtotal	$ 149,434.30	$ 657,003.70			
						$148,883.00	FN3		50%
						$4,000.00	FN3		50%
						$10,000.00	FN3		50%
					Insurance	$ -			
					General Contractor Overhead & Profit	$34,928.40	FN3		40%
					RBI Total	$ 852,815.10			

1 City to provide rent credit of $600,000 amortized over 7 years as initial lease structure, subject to reconciliation at construction completion in accordance with the Lease.

2 Architectural (including Structural, Mechanical, Electrical, and Plumbing Engineering), Design, Survey and Planning anticipated by architectural bids. The City will NOT participate in either Landscape planning costs or interior design for tenant.

3 Reflects City's agreed allocable share of total referenced expenses related to both Reimburseable Building Improvements and Light & Motion Tenant Improvements as reflected at the bottom of Exhibit C-2.

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EXHIBIT C-2

Light & Motion Tenant Improvements ("TI")					EXHIBIT C-2				
Division	Description	Bid	Revised	9/20/2013	Light & Motion	Reimbursable Building Improvements City of Marina	LM	City of Marina
171100	SWPPP / Concrete clean out	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ -	100%	0%
171500	Clean up - progress and final janitorial	$ 11,680.00	$ 11,680.00	$ 12,713.00	$ 12,713.00	$ -	100%	0%
176000	Printing and copying	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ -	100%	0%
191000	Permits, fees, plans (allowance)	$ 4,000.00	$ 4,000.00	$ 14,000.00	$ 14,000.00	$ -	100%	0%
272500	Concrete Patio	$ -	$ -	$ 7,495.00	$ 7,495.00	$ -	100%	0%
283000	Chain Link Cage (Shipping Area)	$ 6,414.00	$ 6,414.00	$ -	$ -	$ -	100%	0%
290000	Landscaping and Irrigation	$ 8,500.00	$ 8,500.00	$ 16,821.00	$ 16,821.00	$ -	100%	0%
400000	Masonry - Patio Wall	$ 4,509.00	$ 4,509.00	$ 3,490.00	$ 3,490.00	$ -	100%	0%
400000	Masonry Veneer - Patio Wall	$ 11,253.00	$ 11,253.00	$ -	$ -	$ -	100%	0%
512000	Structural Steel (roof supports for skylights)	$ 4,400.00	$ 4,400.00	$ 4,185.00	$ 4,185.00	$ -	100%	0%
512000	Structural Steel (Roll-up door openings)	$ 15,600.00	$ 15,600.00	$ 11,760.00	$ 11,760.00	$ -	100%	0%
512000	Structural Steel (misc)	$ 2,600.00	$ 2,600.00	$ 13,525.00	$ 13,525.00	$ -	100%	0%
611000	Rough Carpentry (openings for HVAC equipment)	$ 2,060.00	$ 2,060.00	$ 13,010.00	$ 13,010.00	$ -	100%	0%
611000	Telephone backer board	$ 305.00	$ 305.00	$ 310.00	$ 310.00	$ -	100%	0%
622000	Cabinets and Millwork - Break Room / Entry / Misc	$ 8,000.00	$ 8,000.00	$ 33,800.00	$ 33,800.00	$ -	100%	0%
622000	Cabinets and Millwork - solid surface tops in breakroom	$ 2,850.00	$ 2,850.00	$ 9,553.00	$ 9,553.00	$ -	100%	0%
71901	Slab moisture testing	$ -	$ -	$ 1,386.00	$ 1,386.00	$ -	100%	0%
720000	Insulation	$ 13,536.00	$ 13,536.00	$ 5,775.00	$ 5,775.00	$ -	100%	0%
77200	Roof Hatch	$ -	$ -	$ 1,007.00	$ 1,007.00	$ -	100%	0%
78100	Fire Proofing	$ -	$ -	$ 3,393.00	$ 3,393.00	$ -	100%	0%
83300	Aluminum Roll-up Door w/ Glass Panels	$ 5,278.00	$ 5,278.00	$ -	$ -	$ -	100%	0%
83300	Steel Roll-up Door	$ 3,400.00	$ 3,400.00	$ 4,282.00	$ 4,282.00	$ -	100%	0%
106000	FRP (Tumbler Room)	$ -	$ -	$ 2,453.00	$ 2,453.00	$ -	100%	0%
125100	Roller Shades	$ -	$ -	$ 1,428.00	$ 1,428.00	$ -	100%	0%
780000	Skylights	$ 4,080.00	$ 4,080.00	$ 5,960.00	$ 5,960.00	$ -	100%	0%
780000	Caulking	$ 1,200.00	$ 1,200.00	$ 5,000.00	$ 5,000.00	$ -	100%	0%
820000	HM Doors and Door Hardware - Material & labor	$ 12,271.00	$ 12,271.00	$ 43,066.00	$ 43,066.00	$ -	100%	0%
880000	Storefront Systems and Doors	$ 14,400.00	$ 14,400.00	$ 38,436.00	$ 38,436.00	$ -	100%	0%
925000	Metal Stud Framing & Drywall	$ 46,000.00	$ 46,000.00	$ 71,700.00	$ 71,700.00	$ -	100%	0%
968000	Floor covering (carpet at mezzanine)	$ 12,000.00	$ 12,000.00	$ 13,225.00	$ 13,225.00	$ -	100%	0%
968000	Flooring (clean and seal existing concrete floors)	$ 8,900.00	$ 8,900.00	$ 40,472.00	$ 40,472.00	$ -	100%	0%
990000	Paint - Paint Interior	$ 22,675.00	$ 22,675.00	$ 43,535.00	$ 43,535.00	$ -	100%	0%
15300	Fire Sprinklers TI	$ -	$ -	$ 21,500.00	$ 21,500.00	$ -	100%	0%
15400	Gas / Condensate	$ -	$ -	$ 12,460.00	$ 12,460.00	$ -	100%	0%
155000	HVAC	$ 36,225.00	$ 36,225.00	$ 72,261.00	$ 72,261.00	$ -	100%	0%
160000	Electrical - Building Distribution	$ 234,900.00	$ 234,900.00	$ 197,619.00	$ 197,619.00	$ -	100%	0%
167200	Burglar Alarm	$ -	$ -	$ 9,334.00	$ 9,334.00	$ -	100%	0%
167400	Phone & Data	$ -	$ -	$ 35,276.00	$ 35,276.00	$ -	100%	0%
	Subtotal	$ 1,005,718.00		$ 1,660,838.00	$ 923,664.30	$ 667,009.70	$ 36.29	$ 26.61
	[redacted]				$ 146,683.00	$ 146,683.00	50%	50%
	[redacted]				$ 4,000.00	$ 4,000.00		
	[redacted]				$ 10,000.00	$ 10,000.00	50%	50%
	Insurance	$ -		$ 21,508.00	$ 21,508.00	$ -	100%	0%
	Bond	$ -		$ 6,940.00	$ 6,940.00	$ -	100%	0%
	General Contractor Overhead & Profit	$ 60,343.08 6.0%		$ 87,321.00 6.0%	$ 52,392.60 3.0%	$ 34,928.40 3.0%	60%	40%
	TI Total	$ 1,066,061.08		$ 2,100,373.00	$1,167,497.90	$ 862,515.13	$ 46.87	$ 33.61
5%	Contingency				$1,225,778.30	$ 895,455.69		
	New TI Total			$ 2,121,234.18				

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EXHIBIT C-3

City-funded Work Excluded from RBI & TI					EXHIBIT C-3			
Division	Description	Bid	Revised	9/20/2013	Light & Motion	Reimbursable Building Improvements City of Marina	List	City of Marina
208000	Hazardous Materials Testing	$ -	$ -	$ -	$ -	$ -	Excluded	100%
272500	Replace Fire Service (Backflow and PIV)	$ -	$ -	$ -	$ -	$ -	Excluded	100%
272500	Replace Water Service (Backflow and meter to building)	$ -	$ -	$ -	$ -	$ -	Excluded	100%
272500	Replace Sewer Service	$ -	$ -	$ -	$ -	$ -	Excluded	100%
272500	Storm Drainage / Rain Leaders	$ -	$ -	$ -	$ -	$ -	Excluded	100%
751000	Roofing (overlay w/ Durolast 50mil) *				$ -	$ -	Excluded	100%
780000	Sheet Metal Downspouts*	$ 4,000.00	$ 4,000.00	$ -	$ -	$ -	Excluded	100%
990000	Paint - Paint Exterior**	$ 10,555.00	$ 10,555.00	$ -	$ -	$ -	Excluded	100%

* City to provide in next budget round.

** City to provide with Airport staff.

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RECEIVED
OCT 29 2013
By

EXHIBIT A

BOND RIDER

INDEMNITY COMPANY OF CALIFORNIA
17771 COWAN SUITE 100 IRVINE, CA 92614

DATE OF NOTICE	BOND NUMBER	TYPE OF BOND	LICENSE #
10/24/2013	724351S	SUBDIVISION IMPROV	

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions agreements, or warranties of the above mentioned bond, other than stated below.

OBLIGEE:

City Of Marina
211 Hillcrest Ave
Marina CA 93933

Gentlemen:
This Rider is to be attached to and form a part of the above captioned bond effective **10/15/2013**
This Rider is on behalf of **Light & Motion Industries**

understood and agreed, effective from above date, that:

Amend Surerty Company Name to Read:
Indemnity Company of California

Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed this 24 day of October, 2013

By Rita Alleaume
Rita Alleaume, Attorney-In-Fact

PRODUCER:

Pacific Diversified Insurance Services Inc
9015 Murray Ave Ste 110
Gilroy CA 95020

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MARINA MUNICIPAL AIRPORT

LEASE BETWEEN

THE CITY OF MARINA

AND

LIGHT & MOTION INDUSTRIES

for

711 NEESON ROAD
(BUILDING 535)

Docusign Envelope ID: C035485C-926B-4AE2-9264-A26AE8821FB7

LEASE

THIS LEASE (the "Lease") is made and entered into this 25th day of March 2013, by and between the CITY OF MARINA, a California municipal corporation ("City"), and LIGHT & MOTION INDUSTRIES, a California corporation ("Tenant"), 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. City owns and operates the Marina Municipal Airport (the "Airport") located in the City of Marina. The Airport was formerly known and operated by the U.S. Army as Fritzsche Airfield and was part of the Fort Ord Military Reservation.

B. Tenant desires to lease a portion of the Airport real property which includes a structure formerly utilized by the U.S. Army as a supply, storage, and shipping facility, and by a former tenant as the site of the Monterey Sculpture Center, for use in Tenant's business of manufacturing and assembling light emitting diode (LED) lights (for scuba diving, bicycling and camping applications), underwater camera casings, and other biking and scuba diving accessories and equipment.

C. 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

Conditions Precedent

1. Approval of the terms and conditions of this Lease by the Federal Aviation Administration ("FAA").

2. Approval of this Lease by the City Council of the City of Marina and the FAA. The FAA shall approve Tenant's use of the leased premises for other than airport purposes.

3. Approval of Tenant's plans and specifications for construction of the improvements to be made to the leased premises by the City and the Airport Commission. Approval of such plans and specifications by the Building Division of the City's Community Development Department shall constitute City approval, as provided in Section 9.01 of this Lease.

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4. Receipt by Tenant and delivery to the City of a written loan commitment from a reputable lender for a loan in an amount of no less than eight hundred thousand dollars ($800,000) for purposes of financing the improvements to be made to the leased premises by Tenant.

ARTICLE 1. LEASE OF PREMISES, EASEMENT AND RESERVATION, TERM

1.01 Leased Premises. City hereby leases to Tenant, and Tenant hereby leases from City the real property and premises located at 711 Neeson Road, Marina, County of Monterey, California, including the building commonly known as Building 535 (the "Building"), as described in and shown on Exhibit A attached hereto and made a part hereof (the "Premises"). Tenant may, in a manner approved in advance and in writing by the City, mark or designate the parking spaces located on the Premises. The Premises are located on Monterey County Assessor's parcel number 031-112-025. The interior space leased in the Building consists of approximately 27,119 leasable square feet of space, including a mezzanine as shown on the floor plans attached hereto as Exhibit B and made a part hereof.

1.02 Easement and Reservation. The following described easement and reservation is hereby reserved by the City:

(a) Avigation Easement. The leased Premises shall be subject to an easement and right of way for the unobstructed passage of aircraft in the airspace above the leased Premises, which is reserved by City for the benefit of itself and all members of the general public operating aircraft which land at or take off from the Airport. Concomitant and coextensive with said easement and right of way, City and general public shall have the further right to cause, in all airspace above the surface of the leased Premises, such noise, vibrations, fumes, dust, fuel particles, and other effects that may be caused by the operation of aircraft landing at or taking off from or otherwise operating at the Airport. In connection with this easement and right or way, Tenant agrees not to cause or permit any structure, natural growth, or other object on the leased Premises to extend into the airspace over the leased Premises more than 210 feet above mean sea level, and not to use or permit the use of the leased Premises in such a manner as to create electrical interference with radio communications between aircraft and the Airport, to make it difficult for flyers to distinguish between airport lights and other lights, to impair visibility in the vicinity of the Airport, or to otherwise endanger aircraft landing at or taking off from the Airport. Tenant further agrees that, in the event it causes or permits any structure, natural growth, or other object on the leased Premises to extend into the airspace over the leased Premises more than 210 feet above mean sea level, or otherwise causes or permits any condition on the leased Premises which endangers aircraft landing at or taking off from the Airport, Tenant shall remove such structure, natural growth, object or condition as soon as possible but in no event later than within ten (10) days of receipt of written notice from the City of such structure, natural growth, object or condition. In the event Tenant shall fail to remove such structure, natural growth, object or condition within such 10-day period, then City shall have the right to enter upon the leased Premises and to remove such structure, natural growth, object or condition endangering aircraft landing at of taking off from the Airport, all at Tenant's sole cost and expense.

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(b) Utility Reservation. City reserves the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil and gas pipelines, telephone, telegraph, fiber optic 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 leased Premises. No right reserved by the City in this clause shall be so exercised as to interfere unreasonably with Tenant's operations or to impair the security of any secured creditor of Tenant.

(c) Parking. The City reserves the right, with prior written notice to Tenant as provided in Section 2.03 below, to utilize the parking areas located on the Premises from time-to-time in conjunction with special events held at the Airport on weekends (see Section 2.03 below). In making use of the parking area, the City shall consider and make a good faith effort to alleviate adverse effects on Tenant's operations. The City and Tenant agree to reasonably cooperate concerning the City's occasional use of the parking area on weekends.

1.03 Term. The initial term of this Lease (the "Initial Term") shall be for twenty (20) years. The commencement date ("Commencement Date") of the Initial Term shall be the earlier of the date Tenant commences manufacturing operations on the Premises or sixty (60) days following the issuance of a Certificate of Occupancy, or such other date as the City and Tenant may agree in writing. When the Commencement Date has been determined, the parties shall execute an addendum to this Lease which sets forth the day, month and year of the Commencement Date. In the event the Commencement Date has not occurred on or before July 1, 2014 and the City and Tenant have not entered into a written agreement to extend the Commencement Date, the City shall have the right to terminate this Lease.

1.04 Early Access for Completion of Improvements. Prior to the Commencement Date, Tenant, its contractors, and agents shall be permitted access to the Premises for purposes of completing the Improvements (see Section 9.01 below) commencing on July 1, 2013, subject to any delays in making such Premises available beyond the City's control. During such period of early occupancy, Tenant's possession of the Premises shall be subject to all terms and conditions of the Lease, except that Tenant shall not be obligated (i) to pay Monthly Rent in accordance with Section 4.02, (ii) to pay the possessory interest real property taxes as provided in Section 5.01 below unless assessed by the County of Monterey, (iii) to maintain the Premises in accordance with Sections 2.20(g) or 10.02, or (iv) to maintain the insurance required pursuant to Sections 13.01(e) and 13.02 below. Tenant covenants and agrees that it shall not operate any business in the Premises (other than construction and preparation of the Premises for Tenant's occupancy) until the Commencement Date. Tenant acknowledges and accepts the risk of early access to the Premises during the construction of the Improvements and releases and holds harmless City, during the early possession period, from and against all injury to person or property whatsoever, except to the extent caused by the sole negligence or willful misconduct of City, its officials, officers, employees or agents.

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1.05 Option(s) to Extend. Tenant is hereby granted the right and option to renew and extend the term of this Lease for an additional period of ten (10) years only, through the election and exercise of two (2) separate and successive five (5)-year options following the expiration of the Initial Term, provided that: on execution of any option, Tenant occupies the majority of the square footage of space within Building 535; that this Lease is still in full force and effect at the expiration of the Initial Term or the then applicable option period; and that Tenant is not in default under any term of this Lease. These options may be exercised by Tenant by its giving written notice of its intent to exercise the option(s) to the City Manager of the City 180 days before the expiration of the Initial Term or the then applicable option period.

1.06 Option(s) to Extend - Rent. The terms and conditions of any extended five-year extension of this Lease will be the same as are provided herein, except that the monthly rent to be paid by Tenant for the first year of each five (5)-year option period will be 100% of the prevailing fair market monthly rental rate for comparable industrial property in Monterey County for comparable uses, to be determined ninety (90) days prior to the expiration of the Initial Term or the then applicable option period by mutual agreement of the City and Tenant and, if they cannot agree, by independent appraisal as provided herein. If the City and Tenant cannot agree on the fair market rent prior to the date ninety (90) days before the expiration of the Initial Term or the then applicable option period, each party shall select an independent appraiser with no less than five (5) years experience in appraising commercial real property in the County of Monterey, who will render an opinion on the fair market monthly rental rate for the Premises, and provided the higher opinion of the fair market monthly rental rate is not more than five percent (5%) greater than the lower opinion as to the fair market monthly rental rate, the two values so derived shall be averaged, and the average shall be the monthly rent rate payable in the first year of the applicable five (5) year option period and shall be binding on the parties. If the higher opinion as to fair market rental value is more than five percent (5%) greater than the lower opinion as to value, the two independent appraisers selected by the parties shall select a third independent appraiser meeting the qualifications set forth above who shall determine which of the initial two appraisers' values is closer to the fair market monthly rental rate, and this monthly rental rate shall be the monthly rent in effect during the first year of the applicable five (5) year option period and shall be binding on the parties. Thereafter, the monthly rent shall be adjusted annually as provided in Section 4.05 of this Lease. If the two independent appraisers selected by the parties cannot agree on a third appraiser, such appraiser shall be selected by the Presiding Judge of the Monterey County Superior Court from a list of no more than five appraisers meeting the qualification set forth above submitted by each of the parties. Each party shall bear the cost of the appraiser selected by such party, and the parties shall share the cost of the third independent appraiser selected. At any time, the City and Tenant may agree in writing on the fair market monthly rent to be paid during the first year of any applicable option period.

1.07 Holding Over. Any holding over after the expiration of the initial or an extended term of this Lease with the consent of the City shall be construed to be a tenancy from month-to-month at a monthly rental equal 125% of the monthly rental for final month of the previous term. The sum so calculated will constitute the new monthly rental for the following twelve (12) months. The monthly rental shall thereafter increase on the twelve (12) month anniversary of the last increase in like manner. Tenant's occupancy during any period of holding over shall

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otherwise be on the same terms and conditions herein specified so far as applicable, except that there shall be no right to extend the term of this Lease.

ARTICLE 2. USE OF LEASED PREMISES

2.01 Use. This Lease is made for the purpose of allowing Tenant use of the leased Premises and for granting Tenant certain rights and privileges to occupy the Premises and to use the area designated for parking for Tenant's use in its business of manufacturing and assembling, warehousing and distributing LED lights (for scuba diving, bicycling and camping applications), underwater camera casings, and other biking and scuba diving accessories and equipment, and as offices for Tenant's business and storage for Tenant's products and equipment. There shall be no use or storage of hazardous materials, except for the storage or use of hazardous substances and materials approved in advance and in writing by the City's Fire Chief. Tenant shall not store on the Premises equipment or materials outside of buildings in any location not approved by the City unless screened by a method approved in writing and in advance by the City, which shall not be unreasonably withheld or delayed. Tenant may not store equipment or material unrelated to its operation or business at the Airport, including, but not necessarily limited to, recreational vehicles, motor homes, boats, campers, trailers, semi-tractor trailer trucks, mobile homes and vehicles on the Premises without the prior written consent of the City, which may be given or withheld at the City's sole discretion. All loading and service operations shall take place within the confines of the Premises. Tenant shall not use the leased Premises, or any part thereof, or permit them to be used for any purpose other than the purposes specified herein without the consent of the City, such consent not to be unreasonably conditioned, delayed or withheld.

2.02 Airport Rules & Regulations. In making use of the leased Premises as specified in this Lease Tenant shall, in common with all other tenants at the Airport, comply with the following rules and regulations:

(a) Tenant acknowledges that it has received and reviewed a copy of the City's Airport Operating Ordinance and shall comply with the minimum operating standards or requirements promulgated by City and applicable to each of Tenant's activities on the Airport.

(b) Subject to the provisions of the California Code of Civil Procedure §731a, Tenant shall not do or permit to be done upon the Premises any act or thing which constitutes a nuisance, i.e., which may disturb the quiet enjoyment of City, any other tenant of City or private businesses on adjacent land or neighboring property. If City notifies Tenant that such a nuisance or disturbance exists, Tenant agrees, within 72 hours from receiving written notice by the City, to abate or otherwise cause said nuisance to be cured. In the event Tenant has not taken corrective action within 72 hours, the City may enter and abate said nuisance, including but not limited to entering the Premises and abating the nuisance or disturbance, at the expense of Tenant without any liability whatsoever to City for monetary loss or anticipated profits of Tenant or others.

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(c) Tenant shall have the right, at its expense, to place on the leased Premises a sign or signs identifying Tenant. Said 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. Tenant shall expeditiously submit its application to the City's Planning Division to process Tenant's request for a sign to be affixed to the facade of Building 535, to be readily visible from Neeson Road. City's approval shall not be delayed or 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.

(d) Tenant shall have the right, at its expense, to place in or on the Premises trade fixtures, furnishings, personal property, equipment and materials necessary to perform any activities or services provided for or authorized hereunder. Said trade fixtures, furnishings, personal property, equipment and materials shall remain the property of Tenant.

(e) Tenant shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business provided for and authorized hereunder, including rules and regulations promulgated by the City, and Tenant shall maintain in effect and post in a prominent place all necessary or required licenses or permits, including an Occupancy Permit obtained pursuant to Marina Municipal Code, Chapter 15.54, prior to commencing occupancy and commercial operations. Tenant shall prepare an Emergency Action/Fire Protection Plan. Current plan shall be kept on file with the City's Fire Department.

(f) Tenant agrees at its own expense to keep and maintain on the leased Premises portable fire extinguishers of such number, size and type as may be prescribed from time to time by the regulations of the City's Fire Department.

(g) Tenant shall be responsible for the maintenance and repair of the Premises as set forth in §10.02 of this Lease and shall keep and maintain the Premises in good condition, order and repair, and shall surrender same upon the expiration of this Lease in the condition in which the Premises are required to be kept, reasonable wear and tear and damage by the elements not caused by Tenant's negligence excepted. Tenant, by this Lease, specifically waives the provisions of §§1941 and 1942 of the California Civil Code with respect to the landlord's obligations for the tenantability of leased premise and a tenant's right to make repairs and deduct the expense of such repairs from rent.

(h) Tenant understands and agrees that its right to use the leased Premises for the purposes provided for by this Lease for shall not be, and shall not be construed to be, exclusive of the right within the meaning of 49 U.S.C. 40103(e) and 49 U.S.C 47107(a)(4) of any other person or firm to operate the same or a similar business at the Marina Municipal Airport and to lease Premises at the Airport from the City for such purposes, within the meaning of §308A of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1349a). City reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Tenant by this Lease, excepting any rights with respect to the use or possession of the leased Premises.

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(i) Tenant will conform to Airport and Federal Aviation Administration safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, aircraft aprons, by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by the Airport manager; and will be subject to penalties as prescribed by the Airport Operating Ordinance for violation of the Airport safety and security requirements.

2.03 Special Events. Tenant understands and acknowledges that the City will, from time-to-time, conduct special events at the Airport (e.g., the Marina Air Faire which is usually held on a weekend in October of every year) on weekends. Tenant agrees to cooperate with the City concerning these events (e.g. allowing the City to use the parking areas located on the Premises during weekends). City shall endeavor to provide not less than fourteen (14) days prior written notice to Tenant of any special event which is expected to have an impact on Tenant's operations.

ARTICLE 3. USE AND MAINTENANCE OF AIRPORT FACILITIES

3.01 Maintenance of Airport Facilities. The City reserves the right, but shall not be obligated to Tenant, to further develop, improve, maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport as it sees fit regardless of the desires or views of the Tenant and without hindrance or interference, together with the right to direct and control all activities of Tenant in this regard.

3.02 Aerial Approaches. City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

3.03 FAR Notification Requirements. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the leased Premises. The Tenant by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit objects of natural growth or other obstructions on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of Tenant.

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ARTICLE 4. RENTS AND FEES

4.01 Time and Place of Payment. Tenant shall pay all rental charges and all other obligations due to the City under this Lease every month in advance on or before the first (1st) 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 any partial month during which this Lease is in effect shall be pro-rated. For purposes of calculating and pro-rating rents and other charges due for any partial month, each month shall be considered to have 30 days. The pro-ration of any charges payable on an annual basis for any partial year shall be based upon a 360-day year.

4.02 Monthly Rent: Initial Rent Amount. The monthly rent payable commencing as of the first (1st) day of the Initial Term of this Lease shall be ten thousand eight hundred forty-seven dollars and sixty cents ($10,847.60) (at the rate of forty cents ($0.40) per square foot of leasable space). Tenant shall also pay as additional rent, every month as provided above, (i) the amounts set forth in Article 12 herein for utility services provided under the terms of any contract between the City and a utility provider serving the Premises through existing lines and connections, and (ii) the possessory interest real property taxes arising from this Lease. The rent payable under this Lease shall be triple net; that is, except as otherwise expressly provided herein, Tenant shall pay all of expenses associated with the use, occupancy and maintenance of the Premises, insurance premiums as reflected in Article 13 below, and real and personal property taxes arising out of Tenant's use and occupancy of the Premises, including possessory interest taxes. Except as otherwise expressly provided herein, monthly rent and all triple net charges shall commence on the Commencement Date (Section 1.03).

4.03 Allowance for Reimbursable Building Improvements. The City will reimburse Tenant up to an amount not to exceed Six Hundred Thousand Dollars ($600,000) based on the costs incurred by Tenant related to the construction of the Improvements listed as Reimbursable Building Improvements (the "Reimbursable Building Improvements") in Exhibit C attached hereto and incorporated herein by this reference. The parties agree that, upon execution of this Lease, Exhibit C represents the agreed list of the Improvements to be made to the Premises by Tenant and the agreed estimated cost for the Reimbursable Building Improvements. The actual cost to Tenant of the Reimbursable Building Improvements, as shall be established pursuant to Section 9.10 of this Lease, shall represent the City's contribution to the cost of the Improvements and is referred to herein as the "Tenant Allowance." The City's contribution shall be effected by means of a credit against the monthly rent to be paid by Tenant as provided herein. The total agreed Tenant Allowance for Reimbursable Building Improvements payable by the City shall be paid to Tenant as a credit against the monthly rent taken in equal monthly installments over the first eighty-four (84) months of the Initial Term (the "Proration Period"), except as provided herein. Prior to the determination of the final Tenant Allowance, in accordance with Section 9.10, the monthly credit shall be in the amount of Seven Thousand One Hundred Forty-Three Dollars ($7,143.00) per month. In the event the final Tenant Allowance is less than Six Hundred Thousand Dollars ($600,000), commencing as of the first (1st) day of the month following the determination of the final Tenant Allowance, the monthly credit shall be reduced to such amount as is determined by dividing the final Tenant Allowance (less the aggregate monthly credits taken to date) by the number of months remaining in the first eight-four (84) months of the

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Lease. The monthly credit so calculated shall be taken until the Tenant Allowance has been credited in full, with the final credit against monthly rent in the 84th month to be in such amount as required to fully deplete the Tenant Allowance. For example, if the final agreed Tenant Allowance is Six Hundred Thousand Dollars ($600,000), Tenant shall receive a monthly credit against rent in the amount of Seven Thousand One Hundred Forty-Three Dollars ($7,143.00) for the first eighty-three (83) months of this Lease, and a credit against rent in the amount of Seven Thousand One Hundred Thirty-One Dollars ($7,131.00) in the eighty-fourth (84th) month of this Lease, and the rent payable to the City for the first twelve (12) months following the Commencement Date would be Three Thousand Seven Hundred and Four Dollars and Sixty Cents ($3,704.60).

4.04 City Inspection of Reimbursable Building Improvements. Notwithstanding any other provisions of this Lease, the City will have no obligation to reimburse Tenant for Reimbursable Building Improvements until the City has conducted a final inspection of the Improvements to the Premises made in accordance with the Plans and issued a Certificate of Occupancy for the Premises.

4.05 Adjustment of Monthly Rent. At the end of the first year of the Initial Term and at the end of each lease year thereafter and at the commencement of the second (2nd) year of each option period and at the end of every lease year thereafter (each, a "Rent Adjustment Date"), the monthly rent shall be increased by one cent ($0.01) per square foot. City will not provide notice of this adjustment, and it shall be Tenant's sole responsibility to ensure the rent is adjusted and paid in accordance with this Section.

4.06 Delinquency Charge. Tenant hereby acknowledges that late payment by Tenant of rent and other sums due hereunder will cause the City to incur costs not contemplated by this Lease, the exact amount will be extremely difficult to ascertain. 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 by Tenant. Acceptance of any such late charge shall not constitute a waiver of Tenant's 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 rents, charges and any penalty shall accrue at the rate of 10% per annum thereafter until paid.

4.07 Performance Deposit. Prior to July 1, 2013, Tenant will pay to the City the sum of twelve thousand dollars ($12,000.00), deposited with the City's funds as partial security of future rental and other payments due. The parties agree that these funds will remain on deposit with the City and shall be considered a performance deposit under this Lease. In the event the City is required to utilize this deposit or any portion thereof during the term of this Lease for the payment of rents, charges, or fees due, Tenant within thirty days from such use of the deposit funds shall deposit with the City an additional sum sufficient to restore the performance deposit to the amount herein set forth. This performance deposit, or any remaining portion thereof, shall be returned to Tenant at the termination of this Lease, after deduction of any amounts therefrom for payment of any obligation of Tenant due and owing to the City under any of the provisions of this Lease.

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4.08 Accord and Satisfaction. No payment by Tenant or receipt by the City or a lesser amount of any sum due hereunder shall be deemed to be other than on account of the earliest due rent or payment, nor shall any endorsement or statement on any check or payment, or any letter accompanying any such check or payment, be deemed an accord and satisfaction, and the City may accept such check or payment and pursue any other remedy available in this Lease, at law or in equity. The City may accept any partial payment from Tenant without invalidation or any contractual notice require to be given herein (to the extent such contractual notice is required) and without invalidation of any notice require to be given pursuant to California Code of Civil Procedure section 1161 *et seq.*, or any successor statute thereto.

4.09 Commissions. The City shall not be liable for the payment of any brokerage commissions or fees associated with this Lease to engineers, contractors, or attorneys working on behalf of Tenant. The City shall pay a brokerage commission to Cassidy Turley/BT Commercial in accordance with Article 4.07of this Agreement and the Agreement between Cassidy/BT Commercial and the City entered into on September 5, 2007, and as amended on March 14, 2008, May 12, 2009 and April 9, 2010.

4.10 Agency Disclosure. Cassidy Turley/BT Commercial ("CT/BT") is a licensed real estate company in the State of California. CT/BT represents the City as its agent concerning this Lease transaction. CT/BT shall be paid a commission by the City in accordance with its listing agreement with the City.

ARTICLE 5. TAXES AND ASSESSMENTS

5.01 Payment. Excepting expenses payable by the City as expressly provided herein, Tenant shall pay all expenses related to the maintenance, use and occupancy of the Premises and the rights and privileges herein granted, including the possessory interest real property taxes created by this Lease, and permit and license fees or assessments, it being understood by Tenant that although the public property is held in public ownership, Tenant's interest therein will be taxable as a possessory interest (California Revenue & Taxation Code §107 *et seq.*). Tenant shall pay any personal property taxes levied on Tenant's inventory, furnishings, personal property 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.

5.02 Assessment by the Monterey County Water Resources Agency (MCWRA). Tenant shall pay any assessment levied by the MCWRA. If the leased Premises are not separately assessed by MCWRA, Tenant's liability shall be an equitable portion of the MCWRA assessment for all of the land and improvements of which the Premises are a part included within the parcel(s) so assessed, such proportion to be determined by the City from the respective valuations assigned in the MCWRA's work sheets or such other information as may be reasonably available. The City's reasonable determination thereof, in good faith, shall be conclusive provided, however, Tenant may appeal the City's determination of the proration of any MCWRA assessments to the City Council, whose decision shall be final. In the event Tenant fails to pay any assessment when due, the City may, at its option, pay the same and

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collect from Tenant's performance deposit (see Section 4.07) the amounts so disbursed, plus interest at the rate of 10% per annum or fraction thereof.

ARTICLE 6. SUBORDINATE TO FEDERAL AGREEMENT AND REGULATIONS

6.01 Subordinate to Agreements with U.S. This Lease shall be subordinate to the provisions and requirements of any right the United States government now has or any existing or future agreement between the City and the United States government or any department thereof relative to the control, development, operation, taking over, or maintenance of the Airport. Failure of Tenant or any occupant to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of this Lease and the rights hereunder. Tenant acknowledges it has been given an opportunity to review the Deed of Conveyance pursuant to which title to the leased Premises was conveyed from the United States of America to the City and agrees to comply with all requirements pertinent to Tenant's activities contained in that document.

6.02 War or National Emergency. This Lease and all provisions hereof shall be subject to whatever right the United States government has affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

6.03 Conformance with Federal Aviation Administration Regulations. Tenant agrees that Tenant's use of the leased Premises, including all future construction, modifications or alterations thereon, shall comply with all applicable Federal Aviation Administration regulations now in force or that may be hereafter adopted by the Federal Aviation Administration.

ARTICLE 7. NON-DISCRIMINATION

7.01 Non-Discrimination.

(a) Tenant, for its personal representatives successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that, in the event facilities are constructed, maintained, or otherwise operated on the leased Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Tenant, for its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of

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the leased Premises, (2) that, in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Tenant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the City as the Airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City as the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

7.02 Covenants in Other Ancillary Agreements. Tenant agrees that it shall insert in any sublease, assignment, or other agreement by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations or services to the public on the Premises such non-discrimination provisions as required by the City.

ARTICLE 8. CONDITION OF THE PREMISES

8.01 Acceptance of Leased Premises. Tenant understands that the leased Premises were formerly used by the federal government as part of an Army air base, that surrounding lands which were also part of such Army air 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. Pursuant to Health & Safety Code §25359.7(a) Tenant is provided this notice that the structure may contain asbestos containing materials and lead-based paints. Prior to the execution of this Lease, the City obtained, at the expense of the City, a Phase I Environmental Site Assessment dated May 11, 2012, prepared by Pacific Crest Engineering Inc. (referred to herein as the "Phase I Site Assessment"), and a Pre-Renovation Hazardous Materials Inspection report dated April 6, 2012, prepared by M3 Environmental Consulting LLC (the "Building Inspection Report"). Prior to Tenant accepting early possession of the leased Premises, the City shall be obligated to remediate the presence of any hazardous or toxic substances or materials present in, on or under the leased Premises as result of (i) the storage on the leased Premised of used/discarded sculpture molding material or other waste by the City or its agents, tenants or subtenants as identified in the Phase I Site Assessment, (ii) all bronze or other metal dusts or fines present in the Building as a result of the use of the leased Premises by the City or its agents, tenants or subtenants as

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identified in the Phase I Site Assessment, and (iii) the presence in the Building of any radioactive metals or materials as identified in the Phase I Site Assessment (collectively, the "Remediable Conditions"). The City shall complete such remediation in accordance with such remediation plan as is approved by the County of Monterey and obtain a "no further action" letter from the County of Monterey on or before June 15, 2013. The Remediable Conditions shall be conditions that Tenant shall not be obligated to remediate, and the cost of remediating such conditions shall not be included within the Reimbursable Building Improvements.. Tenant acknowledges that the City has also provided to Tenant an asbestos survey report dated December 10, 1991 prepared by the U.S. Army Corps of Engineers for Building 535 (the "Asbestos Survey Report"). Tenant acknowledges that City has granted to Tenant the right to review all maps and records of the old Army air base presently on file in the office of the City's Planning Department as well as the right to inspect the leased Premises and perform any tests, all in order to afford Tenant a full and complete opportunity to investigate and determine whether the leased Premises can be used for the purposes for which the Premises are being leased.

8.02 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 leased Premises or improvements or the suitability of the Premises or improvements for its intended use or compliance of the Premises or any improvements with any federal, state or local building code or ordinance, save and except for the representation and warranty that no City officer, employee, contractor, subcontractor, tenant, subtenant, or other City agent has caused any condition of pollution or contamination which may now exist on, in or under the leased Premises, except as disclosed in the Phase I Site Assessment or Building Inspection Report. Upon the Commencement Date, Tenant also agrees to accept Building 535 in its present condition and "as is", with respect to all conditions which may now exist, except for (i) any condition of pollution or contamination caused by an officer, employee, agent, contractor, subcontractor, tenant or subtenant of the City, (ii) any hazardous substances or materials in the roofing materials of Building 535 (for which the City shall be solely responsible by the terms of this Lease), (iii) the Remediable Conditions (see Section 8.01), and (iv) any hazardous or dangerous condition not identified in the Phase I Site Assessment, the Building Inspection Report, or in the Plans as to which Tenant provides the City with notice of disapproval within thirty (30) days of Tenant accepting early possession of the Premises (see Section 1.04) (each a "Disapproved Condition"). 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 Building 535, 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 hazardous substances or materials present in Building 535 save and except for (i) any claim or right of action arising out of the presence of hazardous substances or materials in the Building or any other condition of pollution or contamination caused by an officer, employee, agent, tenant, subtenant, contractor, or subcontractor of the City, (ii) any claim arising out of or relating to the presence of hazardous substances or materials in the roofing materials of Building 535, and (iii) any claim arising out of the Remediable Conditions or any Disapproved Condition. Upon delivery to the City by Tenant of a written notice of any Disapproved Conditions following Tenant's acceptance of early possession, as set forth above, Tenant shall thereafter conform all work in any area affected by the hazardous or dangerous condition in accordance with the reasonable written instructions of the City and the City shall have the right to elect to either cure

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such condition or to terminate this Lease if the cost of curing such condition is estimated in good faith to exceed twenty thousand dollars ($20,000). The City shall provide Tenant with notice of its intent to cure or terminate this Lease within ten (10) business days of receipt of Tenant's notice of disapproval. Notwithstanding anything this section 8.02, nothing in this section is intended to limit the City's obligation to reimburse Tenant for the Reimbursable Building Improvements, including, without limitation, costs incurred by Tenant related to the remediation of hazardous substances or materials in Building 535 identified in the Building Inspection Report as included therein. Nothing contained herein is intended to be construed as a waiver of any claim or claims Tenant may have arising out of or relating to the condition of, or the present of hazardous substances or materials, in the soils or groundwater in, on, under or emanating from the leased Premises.

8.03 Americans with Disabilities Act. Tenant understands and acknowledges that the City makes no representation concerning the Premises compliance with the American Disabilities Act ("ADA"), and Tenant expressly waives any duty which the City might have to make such disclosure. Tenant is solely responsible for determining whether or not Tenant's intended use of Building 535 will be or is in compliance with the ADA. Tenant acknowledges that certain portions of Building 535 remain inaccessible for some disabled individuals. By entering into this Lease, unless otherwise agreed between the parties in a writing signed by the authorized representative of each party, Tenant agrees to be responsible for all compliance with the ADA, if applicable to Tenant or the City. Further Tenant hereby releases, indemnifies, agrees to defend and hold harmless the City, its officers, employees and agents from any and all liability resulting from any claim arising under the ADA as a result of Tenant's use or activities on the leased Premises.

8.04 Disclosure to Sublessees and Assignees. Tenant agrees that in the event Tenant subleases all or any portion of the Premises or assigns its interest in this Lease, Tenant shall indemnify and defend the City for, from and against any matters which arise as a result of Tenant's failure to disclose any relevant information about the Premises or the improvements to any subtenant or assignee. It is the intention of the City and Tenant that the immediately preceding sentence shall survive any release of Tenant by the City upon any assignment of this Lease by Tenant.

ARTICLE 9. LEASEHOLD IMPROVEMENTS

9.01 Improvements to Leased Premises. During the early possession period provided under this Lease, Tenant shall construct improvements, including the Reimbursable Building Improvements (the "Improvements") to the leased Premises in accordance with plans and specifications (the "Plans") to be completed by Tenant and submitted to the City within forty-five (45) days of the execution of this Lease. The Plans must be approved by the City. The Plans shall be reviewed and approved by the issuance of a building permit by the Building Division of the City's Development Services Department. Upon approval by the City, the Plans, together with a construction schedule ("Construction Schedule") shall be initialed by each party. Tenant shall not make any other additions or alterations to the leased Premises other than as reflected in the Plans approved by the City without the prior written consent of the City, such consent not to be unreasonably conditioned, delayed or withheld. Moreover, upon receiving consent to make

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any other addition or alterations to the leased Premises, 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 and a building permit issued.

9.02 Reimbursable Building Improvements. Structural or building system-related improvements to the Premises including, but not necessarily limited to, those: (1) required for compliance with an applicable federal, state or local regulations or codes, including, but not limited to, the codes adopted by the City in Title 15 of the Marina Municipal Code, the ADA, as same may be amended from time to time; or (2) to provide for the addition or restoration of a permanent structural improvement which will thereby enhance the Building's overall value or increase its useful life, including, but not limited to, the parking areas, not to include the parking area behind the Building to be improved by the City (see Section 9.05 (i)), electrical, mechanical, fire suppression, heating or ventilation system as designated on Exhibit C, as well an allocable share of architectural, engineering, planning and design services and certain other costs as reflected on Exhibit C, shall be eligible for treatment as Reimbursable Building Improvements for which Tenant will receive the Tenant Allowance to be credited against the monthly rent payable under this Lease as per Section 4.03. Reimbursable Building Improvements shall be as agreed by the City and Tenant and set forth in Exhibit C hereto Notwithstanding Section 17.29 regarding exhibits, in the event of a conflict between this section and Exhibit C, Exhibit C shall control. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the Improvements on the leased Premises and for the payment of all costs associated therewith, subject to Tenant's right to the credit against monthly rent set forth in Section 4.03 hereof and the City's obligations under Section 9.05 below.

9.03 Financing. Tenant shall provide in writing to the City an expression of interest from a reputable lender with respect to a loan in the amount of no less than eight hundred thousand dollars ($800,000) for purposes of funding the construction of the Improvements within thirty (30) days of execution of this Lease (the "Tenant Improvement Loan"). Tenant shall exercise its best efforts to obtain a loan commitment from a reputable lender for a loan in the amount of no less than eight hundred thousand ($800,000) within forty-five (45) days of the City's approval of the Plans. In the event Tenant is unable to obtain a loan commitment within forty-five (45) days of the City's approval of the Plans, the City shall have the right to terminate this Lease.

9.04 Improvements by the Tenant.

(a) Tenant covenants and agrees and it is an express condition of this Lease that Tenant shall conduct its due diligence, at its own cost and expense, within thirty (30) days of the commencement of the early possession period provided for under this Lease, and no later than as set forth in the approved Construction Schedule commence to construct upon the Premises the Improvements in compliance with the Plans, and shall thereafter diligently prosecute to completion the Improvements in compliance with the Construction Schedule. Tenant also shall provide, at Tenant's sole cost and expense, all furniture, trade fixtures and equipment necessary to operate the Premises in accordance with the approved use (Sec. 2.01). At least two (2) weeks before the last date Tenant accepts initial bids for any construction, Tenant shall file with the

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City a written list of the name of all contractors to whom Tenant has submitted a request for bids. In addition, Tenant shall file with the City the name of each contractor with whom Tenant proposes to contract, together with the name of the subcontractors of all tiers, at least five (5) business days before Tenant enters into a final contract with any contractor. Tenant shall promptly provide the City with written notice of the contractor(s) to whom Tenant has awarded any bid. Tenant's failure to strictly comply with this provision shall be a material breach of this Lease. The above provisions are intended to provide the City with notice of the contractor(s) that Tenant may engage to construct the Improvements but are not intended to give the City the right to approve or disapprove the contractor(s) engaged by Tenant.

In connection with the Improvements, the following conditions shall apply (collectively, "Basic Conditions"):

(1) The Improvements may not weaken the structural integrity of the Premises and/or other improvements.

(2) Tenant must, prior to constructing, erecting or making any Improvement, submit to the City (collectively, "Submissions") (i) complete copies of any and all architectural plans, drawings and specifications, including engineering, mechanical, structural and electrical working drawings, design calculations of and other documents ("Construction Drawings") pertaining to the proposed Improvements, in form reasonably satisfactory to the City and consistent with all Plans previously delivered to and approved by the City, (ii) complete copies of any and all authorizations or approval from any governmental agency or authority as may be required under applicable law, rules or regulations, including, without limitation, all applicable environmental laws . (iii) a complete list (including contact information) of all Tenant's representatives (including contractors, architects, engineers and other consultants) and all subcontractors, that may perform work or services related to the proposed Improvements, which must all be licensed and bonded professionals in the State of California, to the extent required under applicable law ("Tenant Contractors"), (iv) a final Construction Schedule, and (v) complete copies of the certificates of insurance required.

(3) Tenant must, prior to constructing, erecting or making any Improvement, procure and pay for all necessary permits and authorizations, and must comply with all applicable federal, state and local laws and regulations, including the conditions under such necessary permits during the construction and installation of the Improvements.

(4) The Improvements must be of new and first quality materials and all related work shall be in a proper, professional and good and workmanlike manner and conducted with all due diligence.

(5) If any such work related to the Improvements involves the replacement of fixtures or parts thereto, all replacement fixtures or parts shall have a value and useful life equal to the value and useful life on the replacement date of the fixtures being replaced.

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(6) All work related to the Improvements shall be expeditiously completed in compliance with the approved schedule of completion and with all applicable laws, including those regarding disabled or handicapped persons, including without limitation the ADA.

(7) The Improvements shall strictly conform to the Plans and the final Construction Schedule.

(8) City will require Tenant or Tenant's general contractor, at Tenant's sole cost and expense, to furnish bonds or letters of credit in accordance with Sections 9.08 to assure diligent and faithful performance of all work related to the Reimbursable Building Improvements.

(9) If any Improvement impacts the structure or mechanical systems of the Premises to an extent greater than *de minimis*, or if Tenant otherwise has plans prepared for same, Tenant shall deliver "as-built" plans, including all mechanical systems (prepared using AutoCAD), to the City upon completion of the Improvements.

(10) Subject to Article 14, Tenant shall promptly discharge, remove or contest all liens filed against the Premises arising out of the construction of the Improvements.

(11) All Improvements (excepting Tenant's trade fixtures and equipment) shall be subject to this Lease. The Reimbursable Building Improvements (Exhibit C) shall become the property of the City upon the date their cost has been fully amortized and reimbursed to the Tenant by the City in accordance with Section 4.03. The remaining Improvements shall become the property of the City as of the termination date of this Lease, unless otherwise agreed upon by Tenant and the City, and Tenant shall execute and deliver to the City any document requested by the City evidencing the assignment to the City of all estate, right, title and interest (other than the interest created under this Lease).

(12) Tenant shall be responsible for the repair of any City or other facilities which are damaged as a result of Tenant's, or its contractors, subcontractors or agents construction of the Improvements.

(13) Tenant shall coordinate the timing of the Improvements with the City so that the Improvements will not in any material respect interfere with or cause a delay in any other construction activities authorized by the City.

(14) Tenant shall give the City at least seven (7) calendar days' notice prior to the commencement of construction of any Improvement so that the City may post appropriate notices of non-responsibility and agrees that such notices may remain posted until the Improvements are complete.

(15) Tenant shall comply with the City's waste reduction and recycling programs, as the same may be amended from time to time.

(16) Tenant shall comply with the Prevailing Wage Requirements, if applicable, and the other provisions under Section 9.07.

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(17) Tenant shall pay all applicable fees under applicable the City ordinances and resolutions.

(18) Tenant shall be responsible for the repair of any City or other facilities which are damaged in connection with the construction of the Improvements.

(19) Tenant shall comply with any and all mitigation measures and conditions to approval applicable to the construction of the Improvements.

9.05 Improvements by the City. Except as otherwise expressly set forth in this Lease, the City is not obligated to construct or install any improvements on or off of the leased Premises. The City shall have no obligation on account of any construction or installation of any improvement by Tenant to pay for all or any portion of the costs or expenses arising out of such construction or installation, excepting the City's obligation to provide the credits against rent contemplated by Section 4.03 of this Lease. Notwithstanding the above, the City shall be responsible for (i) improving the parking area behind the Building, including all grading, paving, stripping and drainage, such that this parking area has not less than twenty-nine (29) parking stalls as shown on the Site Plan attached hereto as part of Exhibit A (ii) repair or replacement of the roof of the Building, as needed, and (iii) repairing and replacing all existing connections to the Building, as needed, for all utilities, including, gas, water (domestic and fire service), storm and sanitary sewer but excluding electrical and data transmission connections. The City shall provide City workers to paint the exterior walls of the Building upon completion of the exterior improvements by the Tenant and thereafter as needed in accordance with Section 10.01(b). All improvements that are the responsibility of the City shall be expeditiously completed with first quality materials in a proper, professional and good and workmanlike manner in compliance with Tenant's approved schedule of completion of the Improvements and all applicable federal, state and local laws, rules, regulations and ordinances. The City shall coordinate the timing of the improvement the parking area behind the Building with Tenant so that such improvements will not in any material respect interfere with or cause a delay in any other construction activities of Tenant authorized by the City.

9.06 Right of Entry for Construction and Maintenance. The City and Tenant each agree that the other shall be permitted to enter upon its property, as may reasonably be necessary in order for Tenant to make the Improvements or do other work required by this Lease or in order for the City to fulfill its responsibilities to make improvements (see Section 9.05) and for maintenance as set forth in Section 10.01, and to maintain or repair the respective party's property. The right of each party to enter the other's property or the Premises shall extend to such party's lessees, and licensees and contractors. A party's exercise of its right of entry shall not unreasonably interfere with the other party's use of its property. Any interference shall be temporary and all work on the entering party's property shall proceed expeditiously as necessary to avoid or minimize any such interference. A party intending to exercise the right of entry shall first give to the other party reasonable prior written notice before commencement of any work on the other party's property. In the event a party's entry results in any damage to the other party's property, the same shall be repaired expeditiously at the entering party's expense.

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9.07 Prevailing Wage.

(a) Prevailing Wage Standards.

(1) Basic Requirements. Tenant agrees that, with respect to any construction at or on the Premises of Reimbursable Building Improvements, for which Tenant is to receive a credit against rent in accordance with Section 4.03, Tenant (and its contractors and subcontractors) shall comply with the then current Public Work Prevailing Wage Requirements, as the same may be amended from time-to-time (collectively, the "Prevailing Wage Requirements").

(2) Additional Prevailing Wage Provisions. The following provisions of this Section apply only if, and to the extent that, the Prevailing Wage Requirements are applicable:

(a) The Prevailing Wage Requirements shall apply to the employees of any employer including Tenant and any Tenant's contractor(s) or subcontractor(s), including their successors and assignees, but shall not apply to supervisory or managerial personnel or to persons employed in the operation or maintenance of the Premises.

(b) Tenant shall cause the provisions of this Section to be incorporated into each contract and subcontract for each Tenant contractor and subcontractor which would be subject to this Section. In the event the provisions are not so incorporated, Tenant shall be liable to the worker in any action for the difference between the prevailing wage rate required to be paid under the Prevailing Wage Requirements and the amount actually paid to the worker, including costs and attorney fees, as if Tenant were the actual employer.

(c) Nothing in this Lease shall prevent the employment of any number of properly registered apprentices, as defined in Chapter 4, Division 3 of the California Labor Code. Every such apprentice shall be paid not less than the standard wage paid to apprentices under the regulations of the crafts or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is in training. Tenant and Tenant's contractors and subcontractors shall be responsible for complying with Section 1777.5 of the California Labor Code concerning apprenticeable occupations, with respect to all work covered by that section.

(d) Tenant agrees that to the extent that Tenant and its contractors and subcontractors are required to comply with the Prevailing Wage Requirements, Tenant shall assure that all workers are paid the prevailing rate of per diem wages, and travel and subsistence payments (defined in applicable collective bargaining agreements filed in accordance with the California Labor Code), in effect at the time the work is performed. Copies of the applicable prevailing rate of per diem wages are on file at the City's Building Division office and will be made available to any interested party on request. Tenant agrees to post a copy of the prevailing rate of per diem wages at the leased Premises.

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(e) Except where the context otherwise requires, the definitions of terms and phrases contained in the California prevailing wage law, Sections 1720 et seq. of the California Labor Code, and in the implementing administrative regulations, shall apply to the same terms and phrases which are used in the Prevailing Wage Requirements of this Section 9.07.

(f) In the event a civil wage and penalty assessment is served by the Labor Commissioner, acting through the Division of Labor Standards Enforcement, on the City, the Tenant, or any contractor or subcontractor of the Tenant, as a result of the failure of Tenant or any of its contractors or subcontractors to comply with this Section 9.07, Tenant shall withhold from amounts due to the contractor or subcontractor sufficient funds to satisfy the assessment and, if the assessment becomes final, Tenant shall pay as a penalty to the City the amount determined by the Labor Commissioner in accordance with California Labor Code §1775,as the penalty assessment payable for each worker for each day, or portion thereof, such worker was paid less than the applicable prevailing wage rates for such work or craft in which such worker was employed. Further, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Tenant or by Tenant's contractor or subcontractor. Tenant, and each affected contractor and subcontractor, shall have the right to request a review by the Labor Commissioner of the civil wage and penalty assessment served by the Labor Commissioner by transmitting a written request for review to the Labor Commissioner within sixty (60) days after service of the assessment, and Tenant and its contractors and subcontractors shall not be obligated to pay the civil wage and penalty assessment to the City until a final written decision affirming, modifying or dismissing the assessment is issued by the Labor Commissioner.

(g) The prevailing wage requirements of this Section 9.07 will be monitored and enforced by the City's Building Division. In addition to any other rights provided by California law to recover compensation, a worker that has been paid less than the prevailing wage rates shall have a right to commence an action or proceeding against the employer of the worker for the difference between the prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which the worker was paid less than the compensation required to be paid under the provisions of this subsection. No issue other than that of the liability of the employer for the amount of unpaid wages allegedly due shall be determined in such action or proceeding, and the burden shall be on the employer to establish that the amounts demanded are not due. A worker recovering any or all of the wages claimed to be due shall recover his costs and attorney fees in securing such recovery. Nothing in this Section shall preclude its enforcement by the California Division of Labor Standards Enforcement.

(h) Tenant agrees to keep or cause to be kept by each contractor and subcontractor an accurate payroll record for each worker employed on work covered by this Section showing all of the information specified in subsection (a) of Section 1776 of the California Labor Code. All such payroll records shall be certified, available for inspection and filed in accordance with the procedures specified in subsections (b)-(e) inclusive of Section 1776 of the California Labor Code. In addition, copies of such certified payroll records shall be filed with the City within a reasonable time not to exceed thirty (30) days from close of payroll by the respective employer. In the event Tenant or its contractor or subcontractor fails to make the certified payroll records

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available for inspection within ten (10) days of a written request made by the Labor Commissioner, acting through the Division of Labor Standards Enforcement, and a penalty assessment is served or levied by the Labor Commissioner arising out of such failure, Tenant shall forfeit as a penalty to the City the penalty per calendar day, or portion thereof, for each worker determined in accordance with California Labor Code §1776, not otherwise paid to the City by the contractor or subcontractor who failed to comply with California Labor Code §1776. In accordance with California Labor Code §1813, in the event Tenant or its contractor or subcontractor requires or permits a worker to work in violation of California Labor Code Division, 2, Part 7, Chapter 1, Article 3 (payment for work in excess of eight hours in one calendar day and forty hours in one calendar week), Tenant shall forfeit as a penalty to the City the sum of Twenty-five Dollars ($25.00) for each worker so employed, provided such penalty is not otherwise collected from the contractor or subcontractor who permitted its worker(s) to work in violation of such California Labor Code provisions..

(i) It is understood and agreed that all documents that Tenant is required to submit to or file with the City under this Section shall constitute public records that shall be available to any member of the public for review or copying in accordance with the California Public Records Act.

(j) In the event of repetitive breach of the requirements of this Section by Tenant, the City shall be entitled, in addition to all other remedies hereunder for breach of this Lease, to appoint at Tenant's expense a special monitor to oversee Tenant's compliance. Fees for said special monitor shall be billed to Tenant, which fees Tenant agrees to pay as Additional Rent within ten days after Tenant's receipt of such bill.

(k) Tenant shall indemnify, defend (with counsel approved by the City) and hold the City, its officers, officials, employees, and agents harmless from and against all claims which directly or indirectly in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in the construction of the Reimbursable Building Improvements, the failure to comply with any state or federal labor laws, regulations or standards in connection with the Lease, including but not limited to the Prevailing Wage Laws, or any act or omission of Tenant related to this Lease with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims. It is further agreed that City does not and will not waive any rights against Tenant that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or deposit by Tenant to City of any of the insurance policies described in this Lease. The provisions of this subsection survive the expiration or earlier termination of this Lease. The indemnification obligations of Tenant as set forth in this section shall not apply to claims arising from the gross negligence or willful misconduct of the City, its officials, officers, employees or agents.

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9.08 Security Concerning Reimbursable Building Improvements – Performance and Labor and Material Bonds. Before the commencement of any construction work hereunder for the Reimbursable Building Improvements, the City will require that Tenant, or its contractors, at no cost or expense to the City, furnish to the City the following security concerning Reimbursable Building Improvements to be constructed by or on behalf of Tenant and covering any obligation of Tenant under the Prevailing Wage requirements provisions of this Lease:

(a) Performance Bond. A bond in cash, or securities satisfactory to the City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to the City, in a sum of not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of the Reimbursable Building Improvements) for the proposed Reimbursable Building Improvements, payable to the City and conditioned upon full, faithful and satisfactory performance by Tenant its contractor(s) of the such Reimbursable Building Improvements within the period of time specified in the construction schedule. Upon Tenant's or its contractor(s) full, faithful and satisfactory performance and completion of the such Reimbursable Building Improvements, said bond shall be cancelled or returned to Tenant or contractor, as the case may be; otherwise, such part of the amount of the bond as shall be required to complete such Reimbursable Building Improvements shall be payable to or retained by the City, as the case may be. In the event that said bond shall be in cash, the City shall have the right to invest and reinvest the same as it shall see fit, and any interest earned thereon during the time it is so held by the City shall accrue to and belong to the City, and Tenant or contractor shall have no interest in or claim thereto.

(b) Labor and Material Bond. A bond in cash or securities satisfactory to the City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to the City with Tenant's contractor(s), as principal(s), in a sum not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of the Reimbursable Building Improvements) for the proposed Reimbursable Building Improvements as such costs are set forth in the estimated Reimbursable Building Improvement completion costs, guaranteeing the payment for all materials, provisions, provender, supplies and equipment used in, upon, for or about the performance of said work or labor done thereon of any kind whatsoever and protecting the City from any liability, losses or damages arising therefrom.

(c) General. In the event and to the extent that Tenant obtains from Tenant's contractor(s) the bonds required hereunder which are satisfactory to the City, the City, upon application by Tenant and upon naming the City as an additional obligee of Tenant's principal and surety under such bond or bonds, shall release Tenant from and consent to the cancellation of the bond or bonds originally furnished by Tenant. It is understood and agreed that any bond which, as to the City as obligee, is conditioned upon Tenant making all necessary payments to the contractor shall not be satisfactory to the City. A combination performance and labor and material bond shall satisfy the foregoing requirements of this Section.

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9.09 No Right to Demolish. Notwithstanding any other provisions of this Article, Tenant has no right to demolish the Reimbursable Building Improvements, once built, or to remove any improvements, equipment or items financed by the City, in whole or in part, unless Tenant has received the prior written approval of the City.

9.10 Accounting for Reimbursable Building Improvements; Final Agreed Tenant Allowance; Title to Reimbursable Building Improvements. Tenant and its contractors and agents shall maintain records and receipts of all costs incurred by Tenant with respect to the Reimbursable Building Improvements. Tenant shall provide to the City a copy of all such records and receipts, and such records, once in the possession of the City, shall constitute public records. The final agreed Tenant Allowance shall be determined within 90 days of issuance the Certificate of Occupancy and shall be in an amount equal to the final cost to the Tenant of the Reimbursable Building Improvements, as supported by records and receipts required by this Section 9.10; provided that the Tenant Allowance shall not exceed Six Hundred Thousand Dollars ($600,000). If the Tenant Allowance is less than Six Hundred Thousand Dollars ($600,000) then for the remainder of the Proration Period the monthly rental credit received by the Tenant shall decrease and the monthly rent payable to the City by the Tenant shall increase accordingly. All Reimbursable Building Improvements for which the Tenant receives rental credit as reimbursement for the costs incurred to construct the same in accordance with Section 4.03, shall become the property of the City at such time as their cost has been fully credited against the rent payable by Tenant under this Lease. The remaining Improvements shall become the property of the City upon termination of this Lease.

9.11 Insurance. Before commencing any construction work and during the course of construction, Tenant agrees to obtain, and cause its contractor(s) to be obtain, with a responsible insurance carrier authorized under the laws of the State of California to insure employees against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work in or on the leased Premises. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance, including installation floater coverage, in a sum equal, from time to time, to the agreed full replacement cost of Buildings 535 prior to completion of the Improvements in the amount of two million eight hundred thousand dollars ($2,800,000) plus the amount to be expended for construction of the Improvements in the estimated amount of one million two hundred thousand dollars ($1,200,000). All risk of loss or damage to the Improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Tenant. The City and Tenant's general contractor, shall be additional named insureds on Tenant's builder's risk and liability insurance.

9.12 Tenant Responsible for Additional Improvement Costs. All costs incurred by Tenant in connection with the construction of the Improvements, including Reimbursable Building Improvement costs in excess of the final, agreed total estimated cost of the Reimbursable Building Improvements provided as an allowance to Tenant, as set forth on Exhibit C attached hereto in according with Section 4.03 of this Lease, shall be the sole

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responsibility of Tenant, subject to the City's obligation to provide the credit against monthly rent set forth in Section 4.03 of this Agreement. All costs that are determined to be non-reimbursable under this Lease are the sole responsibility of Tenant.

ARTICLE 10. MAINTENANCE AND REPAIR

10.01 City's Obligation Under this Lease. The City shall be responsible for the following maintenance and repair of leased Premises and appurtenances, unless the condition requiring maintenance or repair is caused by the active negligence or willful misconduct of Tenant or an invitee of Tenant, for the initial and any extended term of this Lease:

(a) Maintaining and repairing all structural elements of Building 535, including, without limitation, the building's exterior walls, surfaces, foundations, and roof supports.

(b) Maintaining the watertight integrity of and painting the exterior walls of Building 535. Upon completion of construction of the new outer wall on the southwest side of Building 535, which replaced the exterior curtain wall, the City will paint the new wall to match the existing building colors.

(c) Maintain, repair, or replace, as needed, roof coverings, gutters and drains, and all skylights.

(d) Maintain and repair all underground and exterior plumbing, drains and utility connections from the boundary of the leased Premises to the exterior of Building 535, including, without limitation, all water lines, sewer connections, storm drains, and electrical conduits.

(e) Maintaining in compliance with applicable laws, regulations and codes, the interior fire alarm system. Any damage to the interior fire alarm system resulting from tenant misuse or negligence shall be repaired or replaced by the Tenant.

(f) Maintain all parking area and surface, and sidewalks on the real property as shown on Exhibit A.

10.02 Tenant's Obligations Under this Lease. Tenant shall be responsible for the following maintenance and repair of Tenant's leased Premises within Building 535, unless the condition requiring maintenance or repair is caused by the active negligence or willful misconduct of City or an agent of the City, for the initial and any extended term of this Lease.

(a) Maintenance, repair or replacement of interior systems and components for the electrical, plumbing, ventilation, and mechanical systems.

(b) Interior and exterior glass, glazing, or doors.

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(c) All interior walls, ceiling, floors, bathrooms, plumbing and drains, utility connections and other structures or components, if any.

(d) All air conditioning, ventilation, heating systems and components, if any.

(e) All communication systems and components.

(f) All security alarm systems and components, if any.

(g) Maintenance, sweeping and keeping clear of refuse, regular trash and waste removal.

(h) Landscape maintenance.

(i) Repair any damage to the building structure or components or paved surfaces caused by Tenant or its invitees.

(j) General maintenance and upkeep of the trash enclosure.

(k) Maintain all exterior lighting on the Premises as shown on and described in Exhibit A

10.03 Surrender. On the last day of this Lease, Tenant shall surrender the leased Premises to the City in the same condition as when received on the Commencement Date, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the leased Premises occasioned by the removal of Tenant's trade fixtures, furnishings and equipment which repair shall include the patching and filling of holes and repair of structural damage.

ARTICLE 11. DAMAGE OR DESTRUCTION

11.01 Destruction or Substantial Damage of Premises.

(a) Tenant Obligation to Restore.

(i) If, during the Initial Term or any option period during this Lease, any of the improvements now or hereafter located on the leased Premises are substantially damaged or destroyed by a fire or other casualty (excluding earthquake or flood) , Tenant shall proceed with reasonable diligence to restore the leased Premises substantially to the condition thereof immediately prior to such damage or destruction; provided, however, that Tenant may elect to terminate this Lease by giving written notice of such election to the City prior to commencement of restoration and not later than forty-five(45) days after the date of loss, if either (i) the necessary restoration work would reasonably require a period longer than one hundred fifty (150) business days' to complete and the nature or extent of the damage, destruction or restoration work is such that it will materially prevent Tenant from operating it business on the Premises for such period of time, or (ii) the total cost of the necessary restoration work would reasonably require the expenditure by Tenant of more than twenty-five thousand dollars

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($25,000.00), excluding costs covered by insurance proceeds. In no event will City be required to repair or replace Tenant's stock in trade, fixtures, improvements, furniture, furnishings and equipment.

(ii) In the event Tenant makes an election to terminate this Lease because the cost of the necessary restoration work will exceed twenty-five thousand dollars ($25,000) excluding insurance proceeds, then the City, within ten (10) days after receiving the Tenant's notice of termination, may elect to pay the difference between the cost of repairing or restoring the damaged or destroyed improvements in excess of the insurance proceeds and twenty-five thousand dollars ($25,000.00), in which case this Lease shall remain in full force and effect, and Tenant shall proceed with reasonable diligence to restore the Premises.

(iii) In no event will Tenant be required to make repairs for any damage to the Premises caused by the willful acts or negligence of the City or the City's employees, agents, tenants, subtenants, contractors, subcontractors or invitees, which damage is unrelated to the City's willful failure or negligence in maintaining or making repairs to the Premises and appurtenances for which the City is responsible in accordance with Section 10.01 of this Lease, which damage the City shall promptly repair, replace or restore at the City's sole cost and expense.

(b) Damage During Final 18 Months. If any substantial damage or destruction occurs to the leased Premises during the last eighteen (18) months of the Initial Term or any option period and the portion of the cost to repair the damage that is not covered by insurance exceeds fifteen thousand dollars ($15,000.00), Tenant may terminate this Lease upon giving thirty (30) days prior written notice to the City; provided, however, that the City shall have the right to elect to pay the difference between the cost of repairing or restoring the damaged or destroyed improvements in excess of the insurance proceeds, in which case this Lease shall remain in full force and effect, and Tenant shall proceed with reasonable diligence to restore the Premises.

(c) General.

(i) In the event Tenant makes an election to terminate this Lease pursuant to subsection (i) or (ii) of Section 11.01(a) above, and the City does not make an election to contribute towards the costs of repair or restoration as provided in such subsection, this Lease shall terminate. Tenant shall be released thereby without further obligation to the City upon surrender of possession of the leased Premises to restore or repair the Premises, provided that Tenant shall remit to the City all proceeds of insurance payable to Tenant for the restoration and repair of the Premises, excepting proceeds payable with respect to the restoration of Tenant's trade fixtures, equipment or other personal property. Upon any termination of this Lease under this Article, the City and Tenant shall be released thereby without further obligation to each other, except for obligations which have theretofore accrued and are then unpaid or unperformed or as otherwise survive the termination of this Lease as set forth herein.

(ii) In the event that restoration is made pursuant to this Article, this Lease shall remain in full force and effect. In the event the damage or destruction to the leased Premises or Building 535, or the repairs thereto, materially prevents Tenant from operating its

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business in all or any part of the leased Premises, Tenant shall be entitled to a proportionate reduction of monthly rent during the time that said damage or destruction or the repairs thereto interferes with Tenant's business operations and Tenant's loss of business income is not covered by Tenant's business interruption insurance (not taking into consideration any deductibles payable thereunder). Tenant's rent abatement shall be computed based upon the extent to which such damage or destruction interferes with Tenant's ability to generate revenues from its operations as shall be agreed by Landlord and Tenant. Should any dispute arise over the reduction of rent to which Tenant is entitled, such dispute shall be resolved according to the provisions of section 17.04 of this Lease. If the damage or destruction shall materially interfere with Tenant's business operations for a period in excess of twelve (12) months following the date of loss, after which period Tenant's business losses are not covered by Tenant's business interruption insurance, the City shall have the right to terminate this Lease upon notice to Tenant.

(d) Indemnification by City. During the Initial Term, and any option period, the City will indemnify and reimburse Tenant for all property damage, loss, cost, or expense suffered by Tenant to the extent the same arises out of the City's willful failure or negligence in maintaining or making repairs to the Premises and appurtenances for which the City is responsible in accordance with Section 10.01 of this Lease.

11.02 Waiver. Except as otherwise specifically provided in this section, Tenant specifically waives the provisions of §§1932 and 1933 of the California Civil Code with respect to the termination of the hiring of a thing by virtue of the perishing or destruction of the thing being hired.

ARTICLE 12. UTILITIES

12.01 Provision of Utilities. Tenant shall have the right to use the utility service facilities serving the Premises at the commencement of the early possession period under this Lease. The City will use its best efforts to continue all utility services as they presently exist, but it cannot and does not guarantee that there will be no interruptions of service, and Tenant hereby waives any rights or claims it may have resulting from temporary interruptions of service, except any claims arising out of the sole negligence or willful misconduct of the City. To the extent it has knowledge the City will provide notice of any work scheduled which may interrupt the utility service to the leased Premises. If the City is unable to provide utility service facilities due to the imposition of any limit on consumption or any limit on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or services by law or regulation, it shall have no obligation hereunder.

12.02 Payment of Utilities. Tenant agrees, upon commencement of the early possession period to contract for, and pay directly to the utility providers, 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 serving the Premises through existing lines and connections Tenant shall be responsible to provide and pay for all new connection equipment and any fees required. Tenant shall pay all utility charges

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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 see Section 4.07) the amounts so disbursed, plus interest at the rate of 10% per annum.

12.03 Telephone/Internet Connectivity. Tenant shall be responsible for providing and paying directly to the provider for telephone and internet connection and service to the Premises.

12.04 Garbage/Trash Collection. Tenant agrees, upon entering into occupancy of the leased Premises, to contract and pay for garbage and trash collection and removal services. Tenant shall arrange and pay for the disposal of all hazardous waste in accordance with all applicable local, state and federal laws and regulations. In the event Tenant fails to pay any bill when due, the City may, at its option, pay the same and collect from Tenant's performance deposit (see Section 4.07) the amounts so disbursed, plus interest at the rate of 10% per annum.

12.05 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 at the Airport which are now or may be promulgated by a local public or private utility provider or regulator having jurisdiction over activities or utility services at the Airport, including, but not limited to, the Fort Ord Reuse Authority, Monterey Regional Water Pollution Control Agency, Marina Coast Water District, Pacific Gas & Electric Company and the Monterey Bay Unified Air Pollution Control District, and the Monterey County Water Resources Agency.

ARTICLE 13. INSURANCE & INDEMNIFICATION

13.01 Insurance to be Provided by the Tenant. Except as otherwise provided herein, the Tenant shall obtain the following insurance coverage, endorsed to name the City as an additional insured (as set forth below), and maintain same continuously in effect commencing as of the date Tenant accepts early possession for the Premises for purposes of completing the Improvements (see sec. 1.05) and at all times during the term of this Lease:

(a) Commercial General Liability Insurance. Tenant shall maintain (primary) commercial general liability insurance, including coverage for bodily injury and property damage on a form acceptable to the City's Risk Manager, including premises and operations liability, blanket contractual liability, broad form property damage, including completed personal and advertising injury liability, and products and completed operations coverage. Policy limits shall be no less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. The City shall be added as an additional insured on a form approved by the City's Risk Manager. 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 employee or agent of the City and must include a severability of interest (cross liability) provision, that is, it shall act as though a separate policy were written for each insured and additional insured named in the policy.

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Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

(b) Business Auto Coverage. If Tenant uses or causes to be used vehicles in connection with its use of the leased Premises, it shall obtain comprehensive or business automobile liability insurance with limits not less than one million dollars($1,000.000) each occurrence combined single limit for bodily injury and property damage, including owned, non-owned and hired vehicles. Coverage shall be written on a form approved by the City's Risk Manager. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to any umbrella policy required above for a total limit of no less than two million dollars ($2,000,000) per each accident.

(c) Umbrella Liability Insurance. Tenant shall maintain (over primary) umbrella liability insurance coverage covering bodily injury/property damage, personal injury, contractual and products and completed operations at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum twenty-five thousand dollar($25,000.00) self-insured retention for liability not covered by primary policies but covered by the umbrella policy. 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 and no contractor's limitation endorsement. Policy limits shall be not less than two million dollars ($2,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.

(d) Workers' Compensation/Employer's Liability. Tenant shall maintain workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. . The City acknowledges that neither it nor the Airport Commission can be named as an additional insured on such policy.

(e) Business Interruption Insurance. Commencing as of the Commencement Date, Tenant shall obtain and maintain loss of business income and extra expense insurance coverage written on a special form coverage basis for periods of twelve (12) months in amounts as will reimburse Tenant for loss of business income.

13.02 Fire Insurance. Commencing as of the Commencement Date, Tenant shall obtain and maintain continuously in effect at all times during the term of this Lease, the following insurance coverage:

(a) Fire and extended coverage insurance (excluding smoke pollution, or damage occasioned by earthquake or flood) in the amount of the agreed full replacement cost of the structures and fixed improvements located on the Premises (i.e. Building 535, and related fixed improvements) in the amount of four million dollars ($4,000,000) with deductibles to be paid by Tenant for insured losses, in an amount not to exceed twenty thousand dollars ($20,000). The proceeds of any such insurance shall be used for rebuilding or repairing the improvements on the leased Premises, subject to the provisions of Article 11 of this Lease. The City shall be an additional named insured on Tenant's fire and extended coverage insurance.

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(b) Tenant shall reimburse the City for the full cost, if any, of any additional insurance premiums required by City's insurer due solely to any hazardous activities conducted by Tenant on the leased Premises.

(c) Tenant hereby agrees to maintain, at its own cost and expense, during the entire term of this Lease or as said term may be extended by any option period, a policy or policies of insurance against loss or damage upon its furnishings, fixtures, inventory, personal property and equipment. A certificate or certificates of Tenant's current insurance coverage must be filed with the City's Risk Manager.

13.03 Tenant and the City further agree as follows:

(a) These provisions and this Article supersede 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.

(b) The insurance requirements set forth in this Article are intended to be separate and distinct from any other provision in this Lease and shall be interpreted as such.

(c) 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. Nothing contained in this Article is to be construed as affecting or altering the legal status of the parties to this Lease.

(d) Requirements of specific coverage features or limits contained in this Article 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.

(e) 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 and Tenant's employees, or agents, from waiving the right of subrogation prior to a loss. Tenant hereby waives its right or subrogation against the City and the City hereby waives its right of subrogation as against Tenant. Each party hereto shall cause each insurance policy obtained by it to provide that the insurance company waives the right of recovery by way of subrogation against the other party in connection with any damage covered by any policy.

(f) Unless otherwise approved by the City, Tenant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these requirements.

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(g) In the event any policy of insurance required under this Lease does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain insurance it deems necessary and any premium paid by City will be promptly reimbursed by Tenant.

(h) Tenant agrees to provide evidence of the insurance required herein, satisfactory to the City prior to taking any steps in furtherance of this Lease and annually upon renewal of the Tenant's business license, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Tenant's general liability and umbrella policies using a form approved by the City Risk Manager. Certificate(s) are to reflect that the insurer will provide thirty 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 certified copies of policies to City within ten days of City's request for said copies.

(i) 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 within 72 hours of the expiration of the coverages.

(j) 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.

(k) Tenant agrees to require all contractors, subcontractors or other parties hired to perform any of Tenant's obligations under this Lease including construction related work on the leased Premises, including architects, to provide general liability insurance naming as additional insureds all parties to this Lease. Tenant agrees to obtain certificates evidencing such coverage and naming as additional insureds all parties to this Lease. Tenant agrees to require that no contract used by any contractor or subcontractor, 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 or subcontractors will be submitted to City for review. Tenant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required. Failure of City to request copies of such agreements will not impose any liability on City, its Council, commissions, officers, employees and agents.

(l) Tenant agrees to provide immediate notice to the City of any claim or loss against Tenant or its contractors or subcontractors that includes the City as a defendant. City assumes no obligation or liability by such notice, but 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.

(m) In the event of any loss that is not insured due to the failure of Tenant to comply with these requirements, Tenant agrees to be responsible for any and all losses, claims, suits damages, defense obligations and liability of any kind suffered by the City, or the City's employees as a result of such failure.

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(n) Tenant agrees not to attempt to avoid its defense and indemnity obligations to the City and its Council, commissions, boards, employees, agents, officials and servants by using as a defense Tenant's statutory immunity under workers compensation and similar statutes.

(o) Tenant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between the Tenant and the City or between the City and any other insured or named insured under the policy, or between City.

(p) Coverage will not be limited to the specific location or individual or entity designated as the address of the leased Premises.

13.04 Approval of Insurance Coverage. Upon execution of this Lease, a copy of the insurance policy or policies required herein or, in lieu thereof, the face page of such policy or policies and any endorsements which limit or otherwise affect the coverage provided therein shall be delivered by Tenant to the City Manager, or his or her designee, for approval as to form and sufficiency. When such insurance policy or policies have been so approved, Tenant may substitute for same a certificate of insurance issued by the respective insurance company or companies certifying that such insurance policies are in full force and effect and that all liabilities arising out of this lease or Tenant's possession and use of the leased Premises are covered by such insurance policy or policies and a current copy of such certificate shall be provided to the City annually upon renewal of Tenant's business license. Notwithstanding any provisions to the contrary contained herein, Tenant shall not have the right to take possession of the leased Premises until such insurance policy or policies are filed with and approved by the City Risk Manager.

13.05 Review of Insurance Coverage. City shall have the right, at any time during the term of this Lease, to review the type, form and coverage limits of the insurance requirements. If in the reasonable 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 using the Airport, the City may require Tenant to maintain insurance sufficient to provide such adequate protection. Insurance requirements shall be applied uniformly to all tenants engaged in similar-type operations at the Airport, and such requirements shall be consistent with industry standards. The 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 shall be in default. The procuring of such policy of insurance shall 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 Lease; 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 negligent act or omission of Tenant.

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13.06 Indemnification. Tenant and the City agree that City, its Council, 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 matters set forth below.

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 Lease in the absence of the commitment from Tenant to indemnify and protect City as set forth here.

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, actual attorney fees incurred by 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 (i) the intentional act or negligence of Tenant or Tenant's employees, agents, contractors, subcontractors or invitees, (ii) any breach or default in performance of any obligation to be performed by Tenant under this Lease, or (iii) the occupancy of the Premises by Tenant and the operation of Tenant's business thereon. All obligations under this provision are to be paid by Tenant upon receipt of notice by Tenant from the City that the City has suffered or incurred the same.

Without affecting the rights of the City under any provision of this Lease or this section, Tenant shall not be required to indemnify, defend or hold harmless City as set forth above to the extent liability is attributable to the sole negligence, gross negligence or willful misconduct of City, or officers, employees, agents, contractors, subcontractors, tenants, subtenants or volunteers of the City, provided such 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 or grossly negligent or to have engaged in willful misconduct and not in instances where Tenant is solely or partially at fault, or in instances where City's fault account for only a percentage of the liability involved. In those instances, the obligation of Tenant will be for that portion of the liability not attributable to the City's sole or gross negligence or willful misconduct.

Notwithstanding the above, or anything in the Lease, the City shall not in any event, including, without limitation, the sole or gross negligence or willful misconduct of the City or any person for whom it is responsible in law, be in any way liable or responsible to the Tenant for any consequential, indirect, special, punitive or incidental loss, injury or damages of any nature whatsoever (including, without limitation, loss of income or revenue or business interruption) that may be suffered or sustained by the Tenant or its representatives, customers or any other person for whom the Tenant is responsible in law.

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Tenant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Article from any assignee, contractor, subcontractor or any other person or entity involved by, for, with or on behalf of Tenant in the performance of Tenant's obligations under this Lease. In the event Tenant fails to obtain such indemnity from such third parties, as required here, Tenant agrees to be fully responsible according to the terms of this section.

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 City as set forth herein is binding on the successors and assigns of Tenant and shall survive the termination of this Lease or this Article.

ARTICLE 14. LIENS & CLAIMS

14.01 Liens and Claims. Tenant shall not suffer or permit to be enforced against the City's title to the leased Premises, 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).

14.02 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; and 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.

14.03 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 said Premises and the buildings and improvements thereon, or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this Lease, Tenant or its authorized encumbrancers, if any, 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 authorized encumbrancers within said thirty(30) day period, not pay and discharge said lien, claim or demand, or not provide said security to City, then City may, 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 judgment thereon, and all costs, expenses and other sums incurred or paid by City in connection therewith shall 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 shall constitute a breach of the covenants and conditions of this Lease.

ARTICLE 15. TRANSFERS & ENCUMBRANCES

15.01 Sales, Assignments, Transfers, Subleases, and Encumbrances. Tenant shall not sell, assign, transfer, or encumber this Lease, any interest of Tenant in and to the leased Premises, nor sublease the leased Premises, in whole or in part, except with the prior written consent of City, which consent shall not be unreasonably withheld or delayed. Neither shall this

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Lease, nor any interest of Tenant in and to the leased Premises be subject to an involuntary sale, assignment or transfer, or sale, assignment or transfer by operation of law in any manner whatsoever. Any such sale, assignment, transfer, encumbrance or sublease, without the prior written consent of the City, whether voluntary or involuntary shall be void and of no effect and shall be a default which entitles City to terminate this Lease, Tenant's rights in and to the leased Premises, in the manner hereinafter provided by this Lease.

Notwithstanding anything to the contrary set forth herein, Tenant may grant a security interest to its lender in Tenant's equipment, trade fixtures, and other fixtures which are a part of the Improvements for which title is vested in the Tenant without the consent of the City to secure the Tenant Improvement Loan, as contemplated by Section 9.03 of this Lease; provided, however, that Tenant shall remain liable hereunder for the payment of all monthly rent and the performance of all obligations of Tenant under this Lease; and (ii) Tenant or its lender shall have no right to remove any of the Improvements other than Tenant's equipment, trade fixtures, other fixtures which are a part of the Improvements constructed by Tenant for which title is vested in the Tenant and which can be disengaged without materially damaging the premises. The City shall cooperate with Tenant in the securing of the Tenant Improvement Loan but shall not be required to execute any documents in connection with the loan.

15.02 Tenant Affiliate. Notwithstanding the provisions of §15.01, Tenant may assign the Premises with the City's consent to any corporation which controls, is controlled by or is under common control with the Tenant, or to any corporation resulting from the merger or consolidation with Tenant, or to any person or entity which acquires substantially all of the assets of Tenant as a going concern, provided that said assignee assumes, in full, the obligations of Tenant under this Lease. Any such assignment shall not, in any way, affect or limit the liability of Tenant under the terms of this Lease even if after such assignment or subletting the terms of this Lease are materially changed or altered without the consent of the Tenant, the consent of whom shall not be necessary.

15.03 No Release of Tenant. Regardless of City's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary responsibility of Tenant to pay the rent and to perform all other obligations to be performed by Tenant under this Lease, without the express written consent of the City. The acceptance of rent by the City shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, City may proceed directly against Tenant without the necessity of exhausting remedies against said assignee.

ARTICLE 16. HAZARDOUS SUBSTANCES

16.01 Site Assessment and Building Materials Survey. Prior to the execution of this Lease (see Section 8.01), the City obtained, at its expense, a Phase I Environmental Site Assessment and a building materials survey for the presence of asbestos and other hazardous substances and materials within Building 535 and on the Premises. The City has provided to the Tenant the Asbestos Survey Report prepared by the U.S. Army Corps of Engineers for Building 535. (see Section 8.01.) The City shall provide Tenant any documents, drawings and data in its

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possession relating to environmental condition of the leased Premises. Tenant and City agree that the City shall have no further obligation under this Lease to remove any hazardous materials in or on Building 535, including any required repairs identified in any study Tenant may choose to undertake after the thirtieth (30th) day following Tenant's acceptance of early possession of the Premises, excepting (i) the City's obligation to repair and replace the roof and to remediate or abate all hazardous substances or materials present in the roofing materials, and (ii) the City's obligation to cure the Remediable Conditions and such other hazardous or dangerous conditions as identified in accordance with Tenant's notice of disapproval provided to the City pursuant to Section 8.02 of this Lease.

16.02 Hazardous Substances. Pursuant to Health and Safety Code §25359.7(b), during the term of the Lease and the early possession period Tenant shall notify City in writing, within a reasonable period of time, of any material release of hazardous substances or materials by Tenant in the soils or groundwater of the Premises or the Airport.

16.03 Removal. Prior to the expiration of this Lease, Tenant shall at its sole expense, remove from the Premises all items of personal property, including but not limited to all flammable substances and hazardous materials and wastes as defined by state or federal law at the time of the expiration of this Lease.

16.04 Inspection of Records. Tenant shall make available for inspection to the City, all records relating to the maintenance, release, mitigation and cleanup for any hazardous substances or materials on the Premises.

16.05 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.

16.06 Notice. Upon execution of this Lease, Tenant shall provide the City Fire Department with a complete list of all hazardous substances used or to be used or stored on the Premises with total quantities of each hazardous substance. Tenant shall notify City of changes in quantity or type within fifteen (15) days of change.

16.07 Right to Inspect. 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.

ARTICLE 17. GENERAL PROVISIONS

17.01 Additional Rules & Regulations. The City Manager shall have the power to establish in writing such additional rules and regulations respecting operation of the Airport as are not inconsistent with provisions of this Lease or any applicable ordinances or laws, providing such rules and regulations are found to be reasonably necessary or desirable by the City Manager for the operation of the Airport or the enforcement of the provisions of this Lease, the provisions

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of any and all applicable laws and ordinances, and the preservation of the public peace, health, safety and welfare; and Tenant shall comply with any and all such rules and regulations adopted in writing by the City Manager.

17.02 Compliance with Laws; Permits and Licenses. Tenant's business shall 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 operation of Airports including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135 *et seq.*, and the Unruh Civil Rights Act, California Civil Code Section 51, *et seq*. Similarly, Tenant shall comply with all City ordinance and regulations relating to conduct of construction. Tenant will obtain and pay for any necessary permits, licenses and other consents for the operation of Tenant's business including a City of Marina Business License. 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.

17.03 Independent Status. Tenant is an independent entity from the City. Tenant (and not the City) shall be responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Lease shall be construed as creating a partnership or joint venture between City and Tenant. Neither Tenant, nor its officers, employees, agents, contractors or subcontractors, shall obtain any rights to retirement or other benefits which accrue to City employees.

17.04 Dispute Resolution. The parties agree that if any dispute arises over the interpretation or performance of this Lease, the parties will, prior to filing any claim or suit, 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.

17.05 Confidentiality. To the extent allowed by law, the City shall not disclose Tenant's financial statement or confidential financial information. Tenant acknowledges that the City is a municipal corporation and has limited powers to withhold information from the public.

17.06 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, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonable consulted by the attorneys for the prevailing party.

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17.07 Litigation Involving Lease. In the event the City is made a party to any litigation concerning this Lease or the leased Premises by reason of any act or omission of Tenant, Tenant shall hold the City harmless from all loss or liability, including reasonable attorney's fees, incurred by the City in such litigation. In case suit shall be brought for an unlawful detainer of said Premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant or provision herein contained on the part of Tenant to be kept or performed, and the City prevails therein, Tenant shall pay to the City a reasonable attorney's fee, which shall be fixed by the court.

17.08 Bankruptcy and Insolvency. If Tenant shall, at any time during the term of this Lease, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Tenant, or if Tenant shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Tenant shall be appointed in any suit or proceeding brought by or against Tenant, or if Tenant shall make any assignment for the benefit of creditors, then in each and every case, this Lease and the rights and privileges granted hereunder shall immediately cease, terminate and be forfeited and canceled, provided, however, that if Tenant shall, within fifteen (15) days after the filing and service on Tenant of any involuntary petition in bankruptcy or for appointment of a receiver, commence proper proceedings to dismiss or deny the petition or vacate the receivership and shall expeditiously pursue and diligently exhaust all proper remedies toward that end, the bankruptcy or receivership shall not constitute a default until the entry of a final determination adverse to Tenant.

17.09 Eminent Domain. In the event of a total or partial taking of the leased Premises or any interest therein by a public authority under the power of eminent domain, including but not limited to any taking of Tenant's leasehold estate by City under City's power of eminent domain, then this Lease shall terminate as to the part so taken as of the date the condemning authority takes possession (the "Condemnation Date"). If the entire Premises are condemned, this Lease shall automatically terminate as of the Condemnation Date. If as a result of the condemnation of all or any part of the Premises leased by Tenant pursuant hereto (a) the Premises are no longer reasonably suited to the conduct of Tenant's business operations, or (b) the parking spaces available for Tenant's use are no longer sufficient for Tenant's employees and business operations (and the City does not provide alternative accessible parking), then Tenant shall have the right to terminate this Lease. Tenant shall be entitled to pursue any condemnation award to which Tenant is entitled by applicable law.

17.10 Force Majeure; Waiver. Tenant shall 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, terrorism, 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 and fires; 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 inability of Tenant to perform or failure of Tenant to obtain any necessary permits or licenses from other governmental agencies where such failure occurs because Tenant has failed to exercise reasonable diligence.

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17.11 Abandonment. Tenant shall not vacate or abandon the leased Premises or any part thereof at any time during the term of this Lease. If Tenant shall abandon, vacate or surrender the leased Premises or be dispossessed by process of law or otherwise, any property belonging to Tenant and left on the leased Premises shall be deemed, at the option of City, to be abandoned. Upon relinquishing possession, Tenant shall be in default of this Lease and City shall be entitled to terminate this Lease and Tenant's rights in and to the leased Premises in the manner hereinafter provided by this Lease.

17.12 Default. Tenant shall be deemed in default under this Lease:

(a) Upon breach of any of the covenants and conditions of this Lease with respect to the sale, assignment, transfer, encumbrance, or subletting of the leased Premises; 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 the period for cure provided for in this Lease.

(b) Upon failure to pay any rent or any other consideration required under this Lease to be paid by Tenant to City within ten (10) days following the date such obligation are due.

(c) Upon failure to provide written evidence of the insurance when due, within fourteen (14) days after being given notice thereof by City.

(d) 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 thirty (30) days after being given written notice thereof by City; provided that, in the event such breach is not susceptible to cure within a thirty (30) period Tenant shall not be in default if Tenant commences to cure such default within such thirty (30) day period and diligently prosecutes such cure to completion.

17.13 Remedies on Default.

(a) City's Right to Terminate Lease. Upon Tenant's default of this Lease, City shall have the right, without further notice, to terminate this Lease as well as Tenant's rights in and to the leased Premises, to enter upon and retake possession of the leased 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 rent to be paid by Tenant under this Lease for the balance of the lease term over the then reasonable rental value of the leased Premises for the same period. For the purposes of this section, City and Tenant agree that the "reasonable rental value" shall be the amount of rent which City can obtain as rent for the balance of the lease term.

(b) City's Right to Repossess, Operate, or Relet the Leased Premises for Tenant's Account. Upon Tenant's default under this Lease, City shall also have the right, without further notice and without terminating this Lease, to enter upon and retake possession of the leased Premises, including all improvements thereon and fixtures appurtenant thereto, by legal proceedings or otherwise, and to take, operate, or relet the same in whole or in part for the account of Tenant at such rental, on such conditions, and to such tenant or tenants as City, in good faith, may deem proper, for a term not exceeding the unexpired period of the full term of

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this Lease. City shall receive all proceeds from rent accruing from such operating or reletting of the leased Premises and shall apply the same first to the payment of all costs and expenses incurred by City in the reletting of the leased Premises and any alterations or repairs reasonably necessary to enable City to relet the leased Premises, and then to the payment of all such amounts as may be due or become due under the provisions of this Lease, and the balance remaining, if any, at the expiration of the full term of this Lease or on the sooner termination thereof, by written notice of termination given by City to Tenant, shall be paid over to Tenant. In the event proceeds from rentals received by City under the provisions of this section are insufficient to pay all costs and expenses and all amounts due and becoming due hereunder, Tenant shall pay to City, on demand by City, such deficiency as may from time-to-time occur or exist. Notwithstanding any such operation or reletting without terminating this Lease, City may, at any time thereafter, elect to terminate this Lease in the event that Tenant remains in default hereunder at such time.

(c) City's Right to Perform. Notwithstanding any provisions as to notice of default in this Lease to the contrary, if, in City's judgment, a continuance of any default by Tenant for the full period of the notice otherwise provided for will jeopardize the leased Premises, including any improvements thereon or facilities appurtenant thereto, or the rights of City, City may, without notice, elect to perform those acts in respect of which Tenant is in default at Tenant's expense and Tenant shall thereupon reimburse City, with interest at the rate of 10% per annum, upon thirty days' written notice by City to Tenant.

(d) Other Remedies. All rights, options, and remedies of City contained in this Lease shall be construed and held to be cumulative and not one of them shall be exclusive of the other, and City shall 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.

17.14 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 shall 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.

17.15 City's Right of Entry. Tenant shall permit City and any agents and employees of City to enter in and upon the leased 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 rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the leased Premises thereby occasioned.

17.16 Notices. All notices required or permitted to be given under this Lease shall be in writing and shall be personally delivered or sent by facsimile or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

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To City:	City of Marina City Hall Attention: City Manager 211 Hillcrest Avenue Marina, California 93933 Fax Number: (831) 384-0425
Copy to:	City Attorney City of Marina Law Offices of Robert R. Wellington 857 Cass Street, Suite D Monterey, California 93940 Fax Number: (831) 373-7106
To Tenant:	Light & Motion Industries, Inc. Attention: Mr. Daniel Emerson 300 Cannery Row Monterey, CA 93940 Fax Number: (831) 375-2517
With copy to:	Virginia E. Howard, Esq. Walker & Reed, LLP 215 W. Franklin Street, 5FL Monterey, CA 93940 Fax Number: (831) 649-6805

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 shall be deemed effective on the date personally served or sent by facsimile or, if mailed, three business days from the date such notice is deposited in the United States mail.

17.17 Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within thirty(30) days after execution of this Lease, deliver to the City a certified copy of a resolution of the Board of Directors or said corporation authorizing or ratifying the execution of this Lease.

17.18 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.

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17.19 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 shall be more than one Tenant designated in or signatory to this Lease, the obligations hereunder imposed upon Tenant shall be joint and several; and the term "Tenant" as used herein shall refer to each and every of said signatory parties, severally as well a jointly.

17.20 Covenant & Condition. Each term and provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition.

17.21 Time. Time is and shall be of the essence of each term and provision of this Lease.

17.22 Successors and Assigns. All of the covenants, agreements, conditions and undertakings herein contained shall, subject to the provisions as to assignments, apply to and bind the representatives, successors or assigns of all the parties hereto; and all the parties hereto shall be jointly and severally liable hereunder.

17.23 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.

17.24 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.

17.25 Captions. Titles or captions of articles and 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 Lease or the intent of any provision of it.

17.26 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 shall 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.

17.27 Waiver. No waiver of any right or obligation of either party hereto shall be effective unless made in 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 shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

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17.28 Counterparts. This Lease may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute one and the same instrument.

17.29 Exhibits Incorporated. All exhibits reference in this Lease and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Lease and any of the terms of any exhibit to the lease, the terms of the Lease shall control the respective duties and liabilities of the parties.

17.30 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.

17.31 Memorandum of Lease. Upon the execution of this Lease, City and Tenant shall execute and record a Memorandum of Lease (the "Memorandum of Lease"), at City's sole cost and expense, in the form attached hereto as Exhibit D.

IN WITNESS WHEREOF, this Lease has been executed by the duly authorized officers or representatives of each of the parties on the date first shown above.

CITY OF MARINA,
a municipal corporation

By: _____
Douglas A. Yount,
Interim City Manager

Dated: 3/25/13

(Pursuant to Resolution 2013-20)

ATTEST:

_____
Anita Shepherd-Sharp, Acting Deputy City Clerk

APPROVED AS TO FORM:

_____
for the City Attorney

LIGHT & MOTION INDUSTRIES
a California corporation

By: _____
Daniel Emerson, President

Dated: 3-25-13

By: _____
, Secretary

Dated: _____

Docusign Envelope ID: C035485C-926B-4AE2-9264-A26AE8821FB7

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Monterey

On 3/25/13 (Date) before me, Anita K. Shepherd-Sharp, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Emerson (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Anita K. Shepherd-Sharp (Signature of Notary Public)

ANITA K. SHEPHERD-SHARP
Commission # 1899054
Notary Public - California
Monterey County
My Comm. Expires Sep 6, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Marina Municipal Airport Lease

Document Date: March 25, 2013 Number of Pages: _____

Signer(s) Other Than Named Above: Douglas A Yount

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
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☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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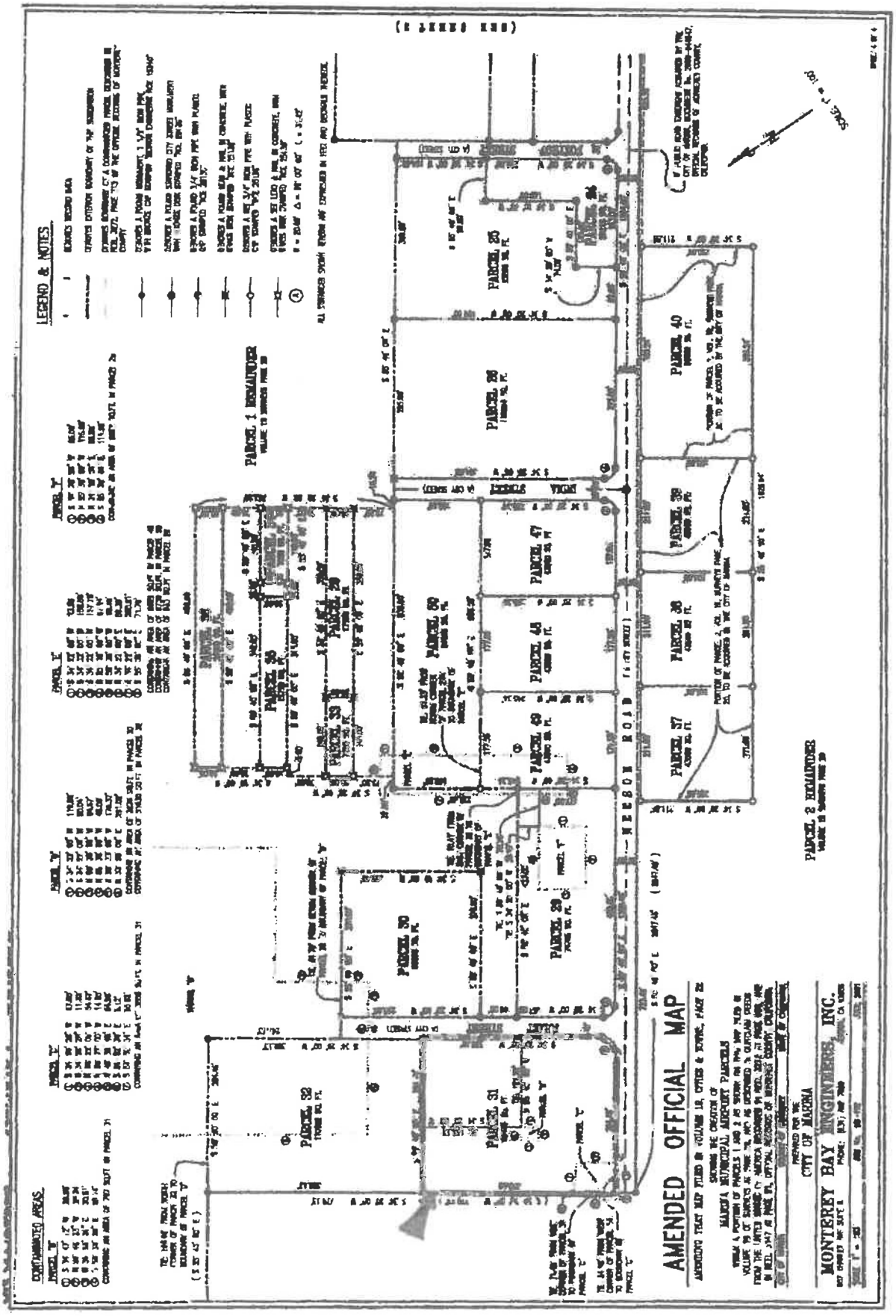
EXHIBIT A

LEGAL DESCRIPTION

The real property situated in the City of Marina, County of Monterey, State of California, described as Parcel 31, as shown on the Official Map showing the creation of Marina Municipal Airport Parcels recorded on June 17, 1996, in Volume 19 of Cities and Towns, at page 22.

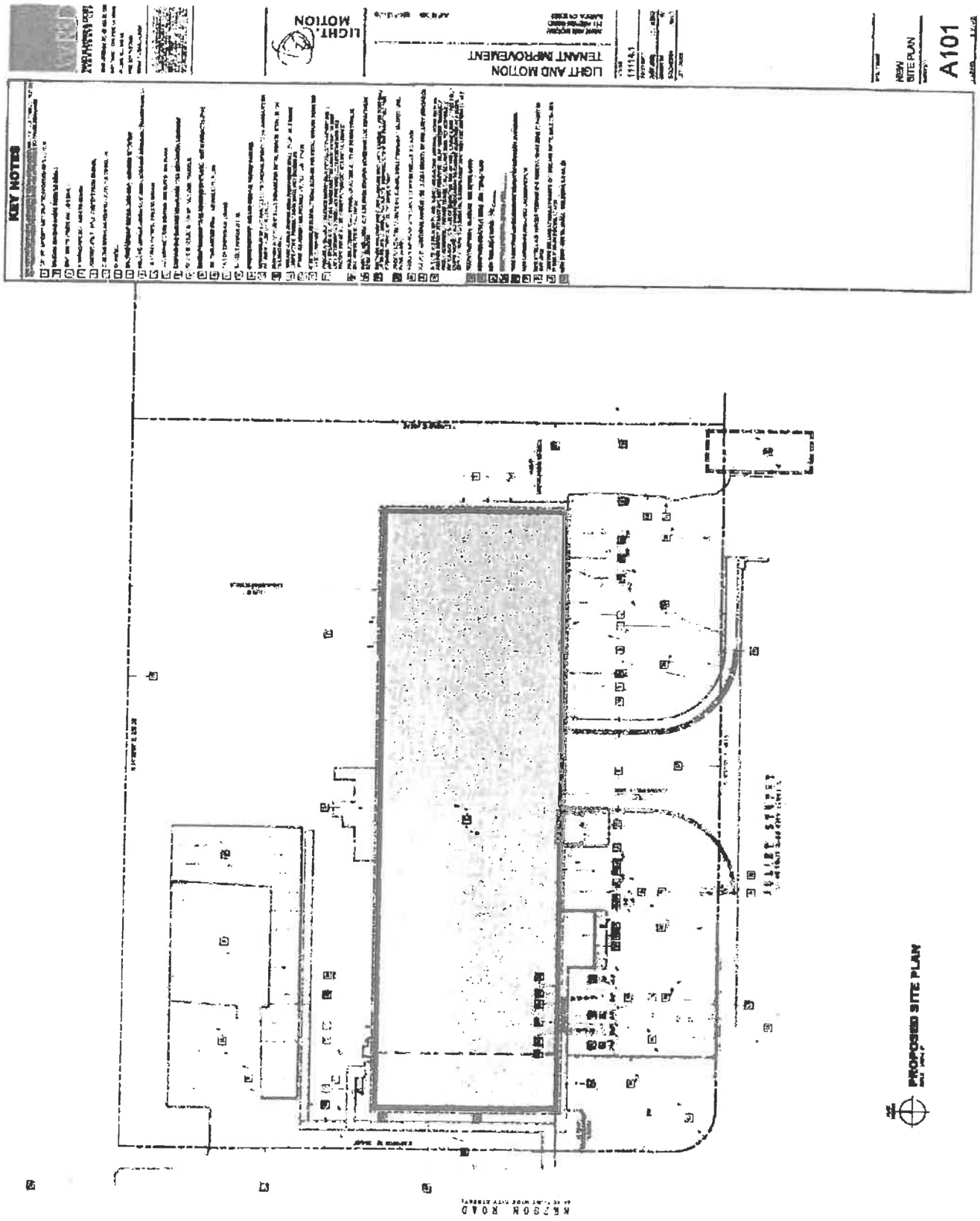
APN: 031-112-025

Docusign Envelope ID: C035485C-926B-4AE2-9264-A26AE8821FB7

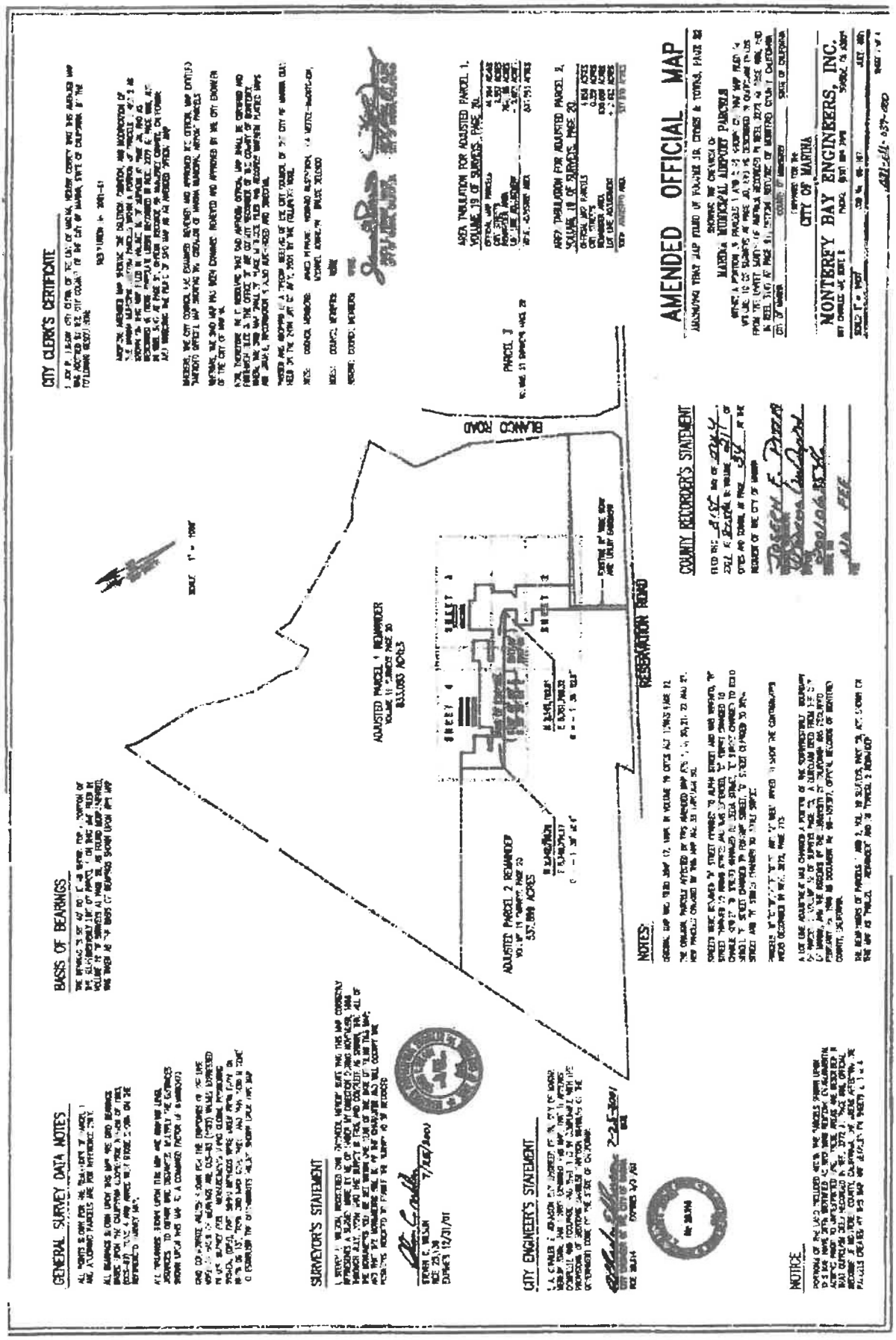


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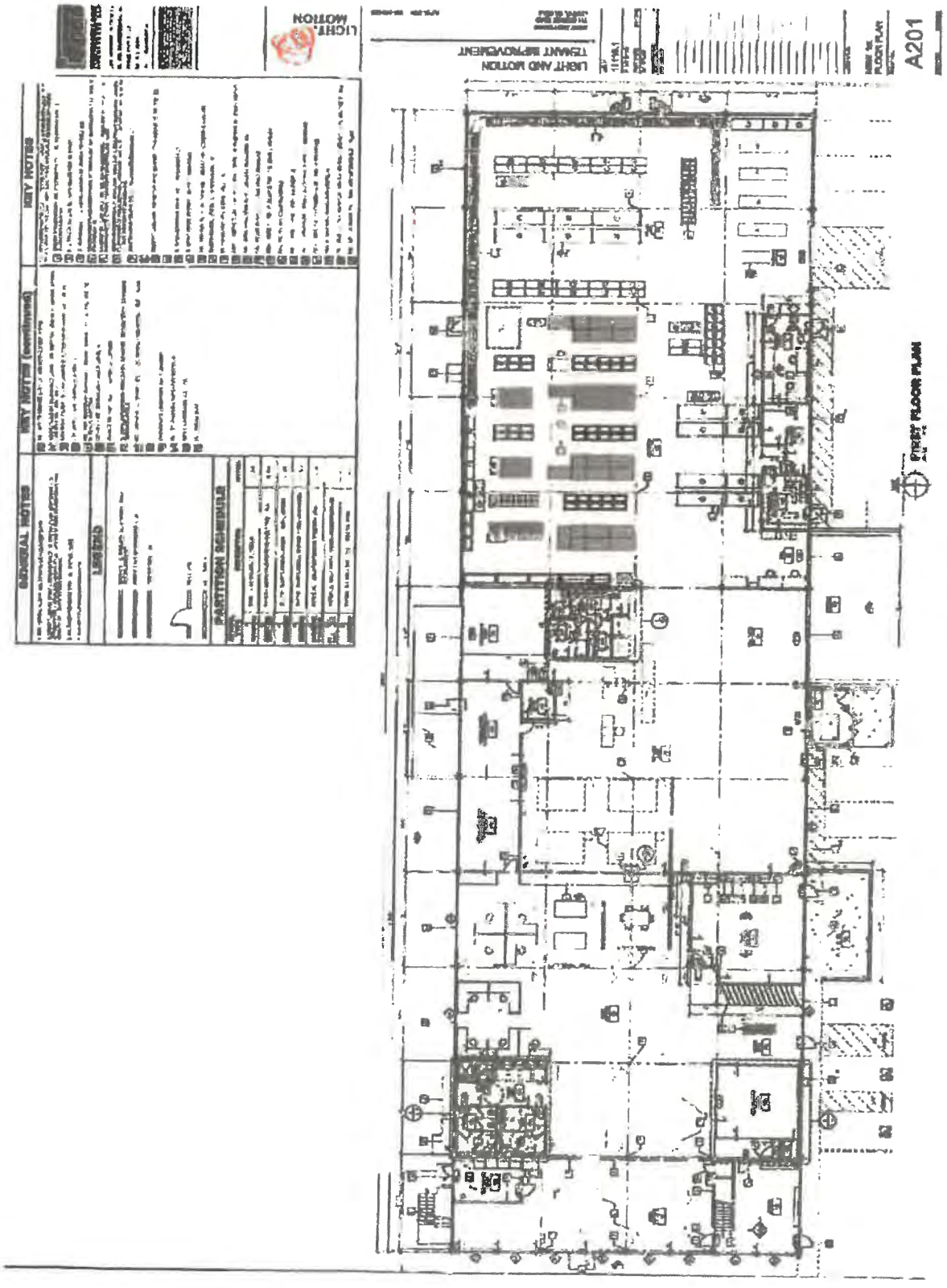


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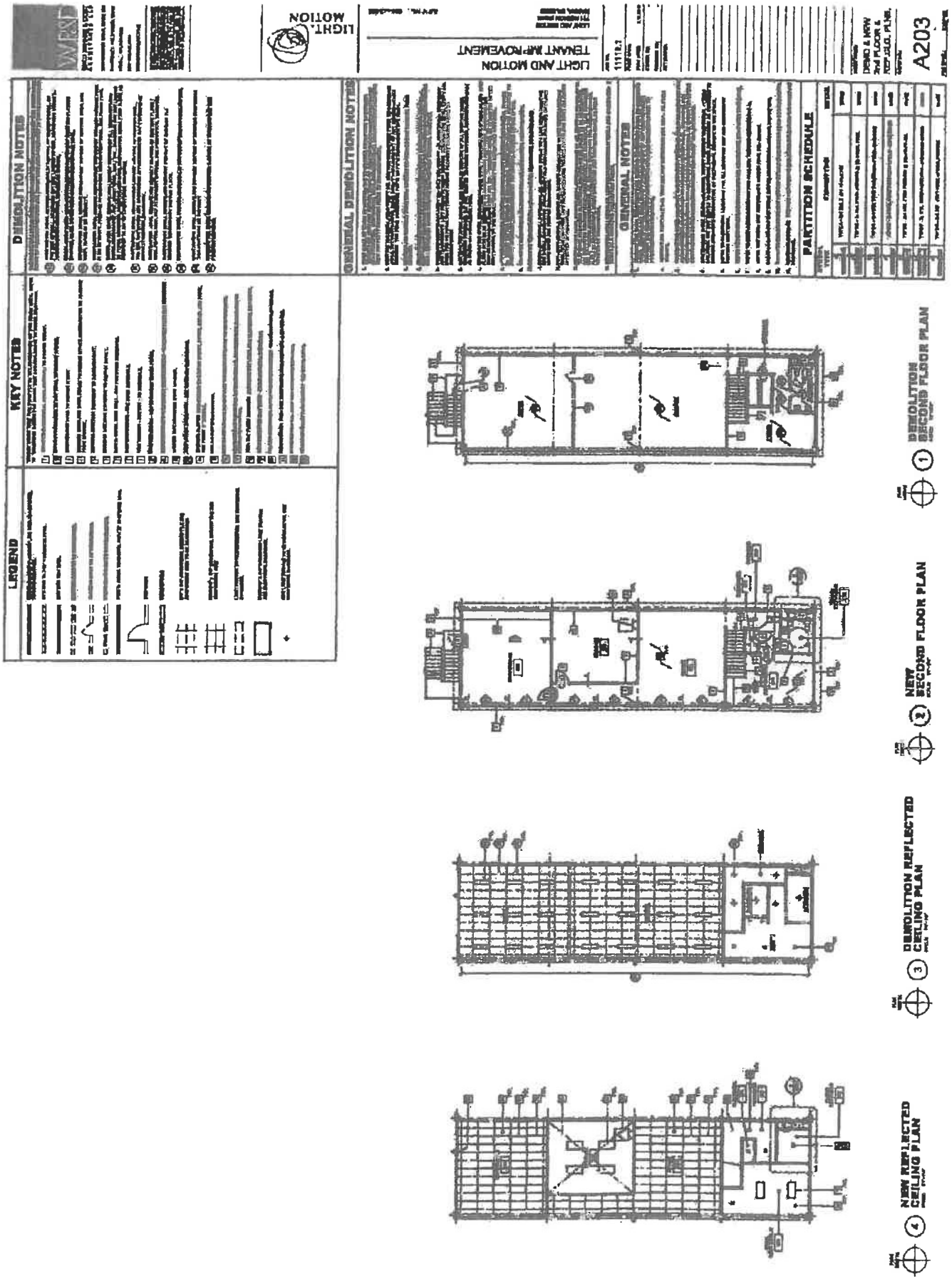


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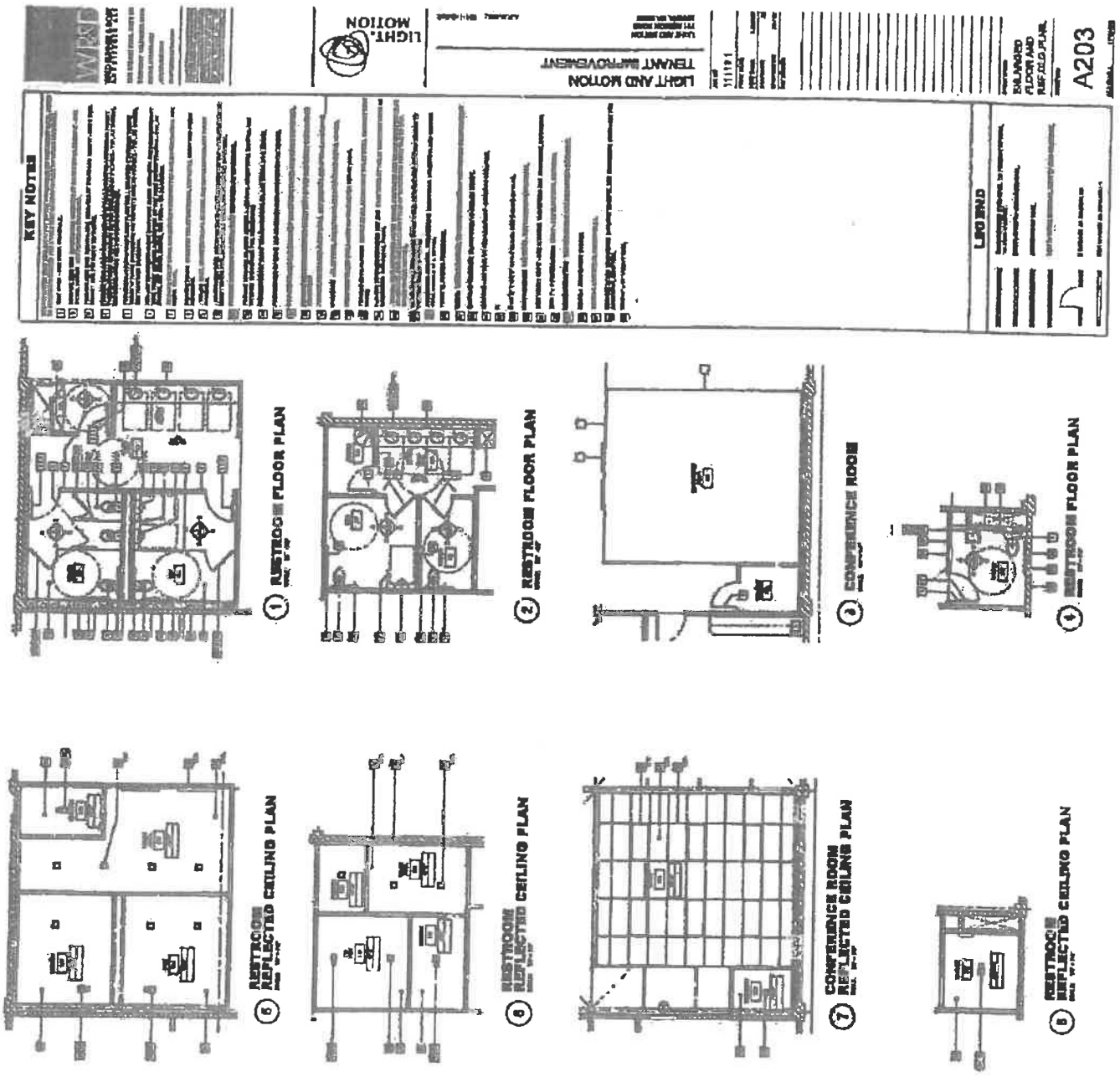
EXHIBIT B



Docusign Envelope ID: C035485C-926B-4AE2-9264-A26AE8821FB7



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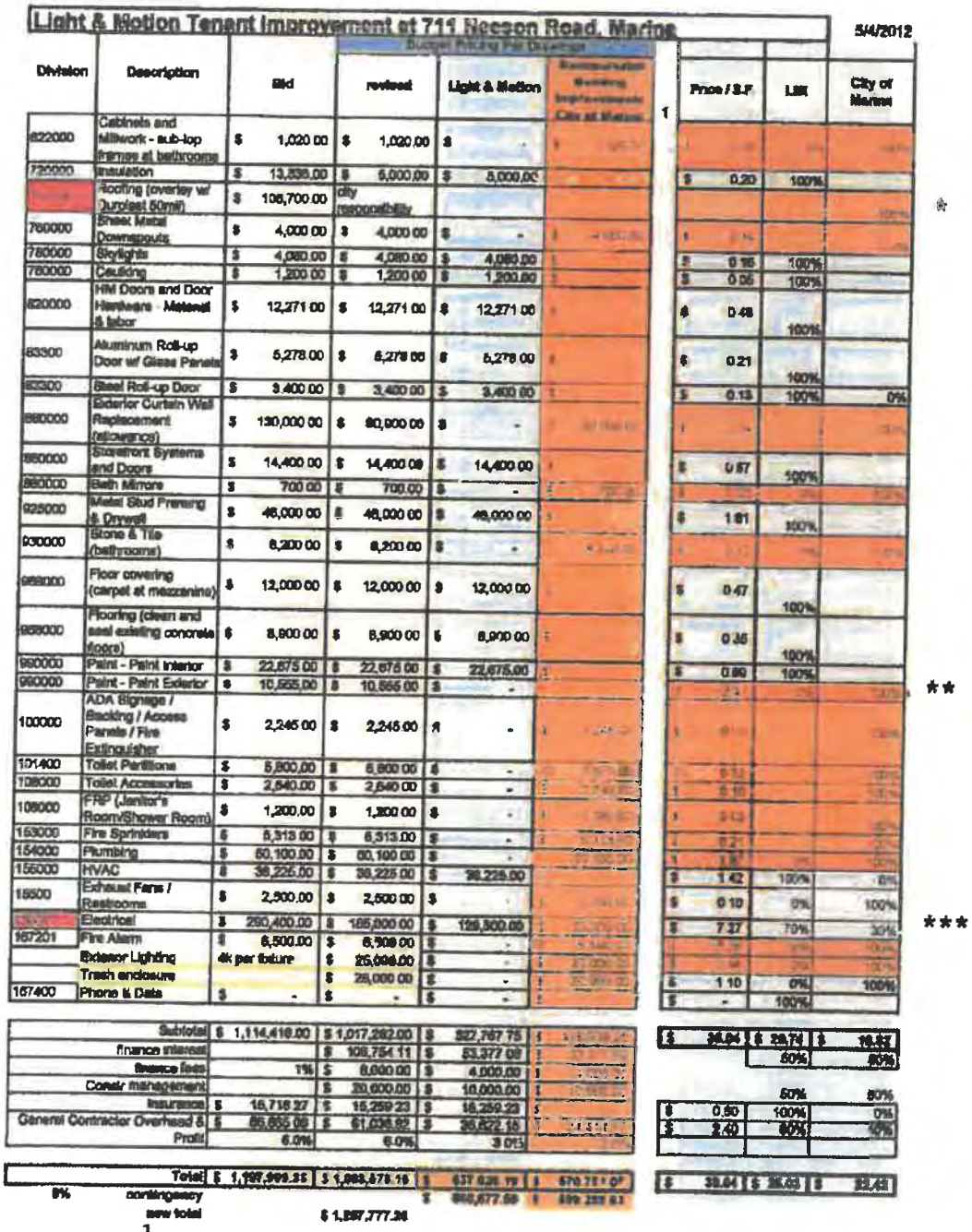
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EXHIBIT C

Light & Motion Tenant Improvement at 711 Neeson Road, Marina — 5/4/2012

Division	Description	Bid	revised	Light & Motion	[illegible]	Price / S.F	L&M	City of Marina
112000	Supervision and coordination	$ 36,997.00	$ 36,997.00	$ 27,297.90	$ 11,699.10	$ 1.53	70%	30%
131000	General Conditions	$ 7,050.00	$ 7,050.00	$ 4,944.10	$ 2,118.90	$ 0.28	70%	30%
150000	Equipment Rentals & Safety	$ 3,800.00	$ 3,800.00	$ 2,975.00	$ 825.00	$ 0.14	85%	15%
171000	Clean up - progress and final janitorial	$ 11,660.00	$ 11,660.00	$ 11,660.00	$ -	$ 0.46	100%	
171100	SWPPP / Concrete clean out	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ -	$ 0.14	100%	
176000	Printing and copying	$ 500.00	$ 500.00	$ 500.00	$ -	$ 0.02	100%	
181000	Architectural, Design, Survey, Planning	$ -	$ 100,000.00	$ 50,000.00	$ 50,000.00	$ -	50%	50%
191000	Permits, fees, plans (allowance)	$ 4,000.00	$ 14,000.00	$ 14,000.00	$ -	$ 0.55	100%	0%
191000	PG&E fees and engineering	$ -	$ -	$ -	$ -	$ -	50%	50%
207000	Demolition	$ 57,951.00	$ 57,951.00	$ 43,470.75	$ 14,480.25	$ 2.28	75%	25%
207510	Sawcutting - Plumbing Trench	$ 2,660.00	$ 2,660.00	$ -	$ 2,660.00	$ 0.10	0%	100%
208000	Hazardous Materials Testing	$ -	$ -	$ -	$ -	$ -	Excluded	100%
208000	Haz-Mat Abatement (allowance)	$ 60,000.00	$ 62,500.00	$ -	$ 62,500.00	$ 2.46	0%	100%
220000	Grading, AC paving, Wheelstops and striping, ADA Signage	$ 27,700.00	$ 27,700.00	$ -	$ 27,700.00	$ 1.09	0%	100%
220000	Replace Concrete Sidewalk and required Path-of-Travel upgrades	$ 7,504.00	$ 7,504.00	$ -	$ 7,504.00	$ 0.29	0%	100%
272500	Replace Fire Service (Backflow and PIV)	$ -	$ -	$ -	$ -	$ -	Excluded	100%
272500	Replace Water Service (Backflow and meter to building)	$ -	$ -	$ -	$ -	$ -	Excluded	100%
272500	Replace Sewer Service	$ -	$ -	$ -	$ -	$ -	Excluded	100%
272500	Storm Drainage / Rain Leaders	$ -	$ -	$ -	$ -	$ -	Excluded	100%
283000	Chain Link Cage (Shipping Area)	$ 6,414.00	$ 6,414.00	$ 6,414.00	$ -	$ 0.25	100%	
290000	Landscaping and irrigation	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ -	$ 0.33	100%	0%
330000	Structural Concrete (recessed slabs in restrooms)	$ 3,544.00	$ 3,544.00	$ -	$ 3,544.00	$ 0.14	0%	100%
330000	Concrete (plumbing trenches)	$ 3,450.00	$ 3,450.00	$ -	$ 3,450.00	$ 0.13	0%	100%
400000	Masonry - Patio Wall	$ 4,509.00	$ 4,509.00	$ 4,509.00	$ -	$ 0.18	100%	
400000	Masonry Veneer - Patio Wall	$ 11,253.00	$ 11,253.00	$ 11,253.00	$ -	$ 0.44	100%	
512000	Structural Steel (roof supports HVAC units)	$ 3,300.00	$ 3,300.00	$ 3,300.00	$ -	$ 0.13	0%	100%
512000	Structural Steel (roof supports for skylights)	$ 4,400.00	$ 4,400.00	$ 4,400.00	$ -	$ 0.17	100%	0%
512000	Structural Steel (Roll-up door openings)	$ 15,600.00	$ 15,600.00	$ 15,600.00	$ -	$ 0.61	100%	0%
512000	Structural Steel (man-door opening)	$ 2,600.00	$ 2,600.00	$ 1,300.00	$ 1,300.00	$ 0.10	50%	50%
611000	Rough Carpentry (openings for HVAC equipment)	$ 2,050.00	$ 2,050.00	$ 2,050.00	$ -	$ 0.08	100%	0%
611000	Telephone backer board	$ 305.00	$ 305.00	$ 305.00	$ -	$ 0.01	100%	
622000	Cabinets and Millwork - Break Room cabinets and sub-tops	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ -	$ 0.31	100%	
622000	Cabinets and Millwork - solid surface tops in Break Room and Bathrooms	$ 5,700.00	$ 5,700.00	$ 2,850.00	$ 2,850.00	$ 0.22	50%	50%

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Light & Motion Tenant Improvement at 711 Neeson Road, Marina — 5/4/2012

Division	Description	Bid	revised	Light & Motion	Construction Bidding Improvements City of Marina		Price / S.F	L&M	City of Marina	
822000	Cabinets and Millwork - sub-top frames at bathrooms	$ 1,020.00	$ 1,020.00	$ -		1				
720000	Insulation	$ 13,536.00	$ 5,000.00	$ 5,000.00			$ 0.20	100%		
	Roofing (overlay w/ Duroplast 60mil)	$ 106,700.00	city responsibility							*
760000	Sheet Metal Downspouts	$ 4,000.00	$ 4,000.00	$ -						
780000	Skylights	$ 4,080.00	$ 4,080.00	$ 4,080.00			$ 0.16	100%		
780000	Caulking	$ 1,200.00	$ 1,200.00	$ 1,200.00			$ 0.05	100%		
820000	HM Doors and Door Hardware - Material & labor	$ 12,271.00	$ 12,271.00	$ 12,271.00			$ 0.48	100%		
83300	Aluminum Roll-up Door w/ Glass Panels	$ 5,278.00	$ 5,278.00	$ 5,278.00			$ 0.21	100%		
83300	Steel Roll-up Door	$ 3,400.00	$ 3,400.00	$ 3,400.00			$ 0.13	100%	0%	
880000	Exterior Curtain Wall Replacement (allowance)	$ 130,000.00	$ 80,000.00	$ -						
880000	Storefront Systems and Doors	$ 14,400.00	$ 14,400.00	$ 14,400.00			$ 0.57	100%		
880000	Bath Mirrors	$ 700.00	$ 700.00	$ -						
925000	Metal Stud Framing & Drywall	$ 46,000.00	$ 46,000.00	$ 46,000.00			$ 1.81	100%		
930000	Stone & Tile (bathrooms)	$ 8,200.00	$ 8,200.00	$ -						
960000	Floor covering (carpet at mezzanine)	$ 12,000.00	$ 12,000.00	$ 12,000.00			$ 0.47	100%		
960000	Flooring (clean and seal existing concrete floors)	$ 8,900.00	$ 8,900.00	$ 8,900.00			$ 0.35	100%		
960000	Paint - Paint Interior	$ 22,675.00	$ 22,675.00	$ 22,675.00			$ 0.89	100%		
960000	Paint - Paint Exterior	$ 10,555.00	$ 10,555.00	$ -						**
100000	ADA Signage / Backing / Access Panels / Fire Extinguisher	$ 2,245.00	$ 2,245.00	$ -						
101400	Toilet Partitions	$ 5,800.00	$ 5,800.00	$ -						
108000	Toilet Accessories	$ 2,540.00	$ 2,540.00	$ -						
108000	FRP (Janitor's Room/Shower Room)	$ 1,200.00	$ 1,200.00	$ -						
153000	Fire Sprinklers	$ 5,313.00	$ 5,313.00	$ -						
154000	Plumbing	$ 60,100.00	$ 60,100.00	$ -						
156000	HVAC	$ 36,225.00	$ 36,225.00	$ 36,225.00						
15500	Exhaust Fans / Restrooms	$ 2,500.00	$ 2,500.00	$ -			$ 1.42	100%	0%	
	Electrical	$ 260,400.00	$ 185,000.00	$ 125,500.00			$ 0.10	0%	100%	
167201	Fire Alarm	$ 6,500.00	$ 6,500.00	$ -			$ 7.27	70%	30%	***
	Exterior Lighting	4k per fixture	$ 25,000.00	$ -						
	Trash enclosure		$ 25,000.00	$ -						
167400	Phone & Data	$ -	$ -	$ -			$ 1.10	0%	100%	
							$ -	100%		
	Subtotal	$ 1,114,410.00	$ 1,017,282.00	$ 327,767.75			$ 36.64	$ 29.74	$ 16.57	
	finance interest		$ 108,754.11	$ 53,377.08				50%	50%	
	finance fees	1%	$ 8,000.00	$ 4,000.00						
	Constr management		$ 20,000.00	$ 10,000.00				50%	50%	
	Insurance	$ 16,716.37	$ 16,259.23	$ 16,259.23			$ 0.50	100%	0%	
	General Contractor Overhead & Profit	$ 85,665.00	$ 61,036.82	$ 36,622.10			$ 2.40	60%	40%	
		6.0%	6.0%	3.0%						
	Total	$ 1,197,999.35	$ 1,083,578.19	$ 537,026.19	$ 570,751.07		$ 39.64	$ 29.74	$ 16.57	
8%	contingency			$ 866,677.55	$ 599,253.63					
	new total		$ 1,297,777.36							

1 City to provide rent credit of $600,000 amortized over7 years as initial lease structure, subject to reconciliation of at construction completion in accordance with the Lease.

2 Architectural (including Structural, Mechanical, Electrical, and Plumbing Engineering), Design, Survey and Planning anticipated by architectural bids. The City will NOT participate in either Landscape planning costs or interior design for tenant.

* City to provide in next budget round.
** City to provide with Airport staff.
*** City to cover costs to bring power to Bldg. panel.

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WHEN RECORDED RETURN TO:
Walker & Reed, LLP 215 W. Franklin Street, 5FL Monterey, CA 93940 Attn: Virginia E. Howard, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of March 25, 2013, by and between CITY OF MARINA, a California municipal corporation (the "City"), and LIGHT & MOTION INDUSTRIES, a California corporation ("Light & Motion").

WHEREAS, the City and Light & Motion have entered into a certain Lease dated March 25, 2013 (the "Lease"), relating to that certain real property commonly known as 711 Neeson Road, Marina, California, consisting of APN 031-112-025, in Monterey County, California, and as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises"), and,

WHEREAS, the City and Light & Motion wish to memorialize of record the existence of the Lease, and certain specific terms thereof.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the parties agree as follows:

1. The City and Light & Motion are parties to the Lease pursuant to which the City has demised and leased the Premises to Light & Motion, for an initial term of twenty (20) years, which shall commence upon the earlier of the date Light & Motion commences manufacturing operations on the Premises or the date sixty (60) days after the issuance by the City of Marina of a Certificate of Occupancy for the Premises.

2. Light & Motion has two (2) five (5)-year options to extend the term of the Lease, which options are on the terms and conditions more particularly set forth in the Lease.

3. Reference is made to the Lease for a full statement of the terms and conditions of the Lease, all of which are hereby incorporated by reference.

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5. Nothing in this Memorandum shall be construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease, which shall in all things control.

6. This Memorandum and the Lease shall be governed by and construed in accordance with the laws of the State of California

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first written.

THE CITY:

CITY OF MARINA,
a California municipal corporation

By:_____
Douglas A. Yount, Interim City Manager

LIGHT & MOTION:

LIGHT & MOTION INDUSTRIES,
a California corporation

By:_____
Daniel Emerson, President

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA §
§
COUNTY OF MONTEREY §

On_____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA §
§
COUNTY OF MONTEREY §

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APN: 031-112-025

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("**Sublease**") is made effective as of April 26, 2025 ("**Effective Date**") by and between LIGHT & MOTION INDUSTRIES, a California corporation ("**Sublessor**" or "**Tenant**"), and Simon Bull, an individual; d/b/a/ Simon Bull Studio ("**Sublessee**"). Sublessor and Sublessee may each be referred to herein as a "**Party**" and collectively referred to as the "**Parties.**" This Sublease is made upon the following facts and circumstances:

A. Sublessor entered into a lease agreement with THE CITY OF MARINA, a California municipal corporation ("**Master Landlord**") to lease certain real property and improvements located at 711 Neeson Road, City of Marina, California (the "**Property**"), including a 27,119 square foot building ("**Building**") and parking areas (collectively, the "**Premises**"), pursuant to the terms of a written Lease ("**Lease**") dated March 25, 2013, as amended by that certain First Amendment to Lease ("**First Amendment**") dated November 5, 2013 and that certain Second Amendment to Lease ("**Second Amendment**") dated September 20, 2017 (collectively, the Lease, First Amendment and Second Amendment are referred to herein as the "**Master Lease**"), copies of which are attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full in this Sublease.

B. Pursuant to the Master Lease, Sublessor may sublease all or any portion of the Premises with the prior written consent of the Master Landlord which may not be unreasonably withheld or delayed.

C. Sublessor wishes to sublease a portion of the Premises shown in Exhibit B, attached hereto, being approximately 15,500 square feet of Building space (the "**Sublease Premises**") to Sublessee, and Sublessee wishes to sublease the Sublease Premises from Sublessor.

NOW, THEREFORE, it is agreed between the parties as follows:

1. MASTER LANDLORD CONSENT. This Sublease is conditioned upon the Parties obtaining Master Landlord's prior written consent to this Sublease in the form attached hereto as Exhibit C, or such other form reasonably acceptable to the Parties. The date such consent is obtained from Master Landlord shall be referred to herein as the "**Consent Date.**"

2. PREMISES. Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor the Sublease Premises on the terms and conditions of this Sublease. Sublessor shall deliver the Premises to Sublessee at the commencement of the Term of this Sublease, subject to the terms and conditions of this Sublease and the Master Lease. Sublessor reserves the right to use the fifteen (15) parking spaces located near the southeast corner of the warehouse ("**Warehouse**") portion of the Building, as depicted on Exhibit E attached hereto.

3. TERM. The term of this Sublease ("**Term**") shall commence on the earlier of the Permit Date (defined below) or June 1, 2025 ("**Commencement Date**") and shall expire at the end of the Master Lease term, which is April 30, 2034, unless sooner terminated as provided herein; provided, if the Term expires on a date other than the last day of the month, the Term shall be extended to the last day of the month ("**Expiration Date**"). The "**Permit Date**" shall be the date the City of Marina issues a building permit for the tenant improvements described in Paragraph 12(b) below.

4. EARLY POSSESSION. Sublessee may have early possession of the Sublease Premises beginning on the Consent Date to fixturize and ready the Sublease Premises for occupancy ("**Fixturization Period**") provided that Sublessor shall not be obligated to provide Sublessee with such possession and Sublessee shall have no right of possession of the Premises until Sublessee delivers to Sublessor the certificates of insurance required hereunder. Further, Sublessee shall not commence any work of improvement to the Subleased Premises until Sublessee has obtained all required permits for such work. If Sublessee occupies any portion of the Sublease Premises prior to the Commencement Date, the obligation to pay Rent, defined below, shall be abated for such Fixturization Period. All other terms of this Sublease shall be in effect during the Fixturization Period. Any such early possession shall not affect the Expiration Date of this Sublease. Sublessor shall be entitled to continued access of the Sublease Premises during the Fixturization Period to complete any improvements described in Paragraph 12(b), to use the front offices, bathroom and lunchroom, and otherwise to the extent such access does not interfere with the construction of Sublessee's tenant improvements.

5. RENT. During the Initial Term, Sublessee will pay to Sublessor a monthly rental amount ("**Base Rent**") in the amounts set forth below commencing on the Commencement Date:

Month 1:	$0.00 per month
Months 2-12:	$12,000 per month
Months 13-24:	$15,000 per month
Months 25-36:	$16,000 per month
Months 37-48:	$16,500 per month
Months 49-60:	$17,000 per month
Months 61-72:	$17,500 per month
Months 73-84:	$18,000 per month
Months 85-96:	$18,500 per month
Months 97-107:	$19,000 per month

Base Rent shall be due and payable in advance on or before the first (1st) day of each month and prorated for any partial month during the Term. Base Rent shall be paid without notice, demand, counterclaim, setoff, deduction or defense except as may be expressly provided in this Sublease. Delay by the parties in computing or collecting the adjusted Base Rent shall not relieve Sublessee of its obligation to pay such adjusted Base Rent to Sublessor. The Base Rent and all additional amounts Sublessee is obligated to pay to Sublessor under this Sublease shall be considered additional rent and may be generally referred to herein as "**Rent.**"

6. GROSS COSTS. Sublessor and Sublessee intend this Sublease to be a gross structured sublease ("**Gross**") and that Sublessee shall be responsible for all costs and expenses associated with its use, occupancy, maintenance and repair of the Sublease Premises during the Term, except for the possessory interest taxes or assessments and the fire insurance premiums under Paragraph 14, which would be Sublessor's responsibility to pay. Prior to the Commencement Date, Sublessee agrees to establish service accounts with the service providers for trash disposal, telecommunications and security systems provided to the Sublease Premises. Beginning on the Commencement Date, Sublessee shall pay directly to the service provider all charges for such services and shall pay any personal property taxes assessed on Sublessee's taxable personal property. Except for expenses paid directly by Sublessee to the service provider or vendor, Sublessee shall

reimburse Sublessor for Sublessee's Share of any costs the Tenant is obligated to pay under the Master Lease during the Term, including, but not limited to, jointly metered utilities (sewer, gas, electricity and water) and landscaping costs. Sublessee's percentage share related to the Building square footage shall be fifty-seven percent (57%) ("**Sublessee's Share**"). Jointly metered utilities shall be reasonably allocated by Sublessor based upon the nature and extent of use in the commonly served spaces. Sublessor agrees to invoice Sublessee for Sublessee's Share of any costs to the extent practical on a monthly basis following receipt of invoices for such costs. Sublessee shall pay Sublessee's Share within twenty (20) days following receipt of each invoice.

7. RENT PAYMENTS. Rent shall be paid to Sublessor at the address set forth in Paragraph 20(g), or to such other address or by direct deposit or wire transfer to a deposit account designated by Sublessor in writing. No endorsement or statement on any check or letter accompanying any check or payment as Rent shall be deemed an accord and satisfaction, and Sublessor may accept such check or payment without prejudice to Sublessor's right to recover the balance of such Rent or pursue any other remedy provided in this Sublease.

8. SECURITY DEPOSIT. Upon execution of this Sublease and as a condition precedent to Sublessor's obligations under this Sublease, Sublessee shall deposit with Sublessor a security deposit in the amount of Twenty Thousand Dollars ($20,000.00), which shall be held by Sublessor under this Sublease to secure Sublessee's faithful performance of all of Sublessee's obligations under this Sublease, including, but not limited to, payment of past due rent, repair of damage to the Sublease Premises, and to clean the Sublease Premises upon expiration or termination of the Sublease ("**Sublease Security Deposit**"). No part of the Sublease Security Deposit shall be considered to be held in trust, to bear interest, or to be prepayment for any monies to be paid by Sublessee under this Sublease; and, Sublessor shall not be required to keep the Sublease Security Deposit separate from its general accounts. Sublessee agrees to restore the Sublease Security Deposit to its original amount in the event Sublessor is required to use any part of such deposit for the purposes set forth above. Sublessee's failure to restore the full amount of the Sublease Security Deposit or provide any requested increase within fifteen (15) days of any request shall constitute a material default under the Sublease. Within thirty (30) days of the expiration or earlier termination of this Sublease, Sublessor shall return the Sublease Security Deposit to Sublessee.

9. USE OF PREMISES. Sublessee shall use the Subleased Premises for the distribution and storage of Art Work, Framing and Printing materials, and related research, development and office uses, and for no other uses without the prior written consent of Sublessor, and to the extent required under the Master Lease, without the prior written consent of Master Landlord. Sublessee's use of the Subleased Premises shall always be subject to the terms of the Master Lease.

10. CONDITION OF PREMISES. Sublessee has fully inspected the Subleased Premises, is satisfied with its physical condition and accepts the Subleased Premises in its AS IS, with all faults condition, except as provided in Paragraph 12(a). Except as expressly provided herein, Sublessor makes no representation or warranty with respect to the condition of the Subleased Premises or its fitness or availability for any particular use or purpose.

Sublessor discloses to Sublessee that the Sublease Premises has not undergone inspection by a Certified Access Specialist (CASp), as defined in Civil Code section 55.52, and has

not been issued a disability access inspection certificate as described in Civil Code section 55.53(e). Sublessor is required to provide the following disclosure to Sublessee:

> A CASp can inspect the premises and determine whether the premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, Sublessor may not prohibit Sublessee from obtaining a CASp inspection of the premises for the occupancy or potential occupancy of Sublessee, if requested by Sublessee. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Sublessor and Sublessee agree that if Sublessee desires to obtain a CASp inspection, it shall be at Sublessee's sole cost and expense, and Sublessee shall provide Sublessor with at least seven (7) days' prior written notice of the inspection so that Sublessor may be present during the inspection. Sublessee agrees to provide a copy of the report to Sublessor upon completion, but to otherwise keep the report confidential, except as may be necessary for the Sublessee to complete repairs and corrections of violations of construction-related accessibility standards that the Sublessee agrees or elects to make. Unless otherwise agreed to in writing, Sublessee shall be solely responsible for making any repairs necessary to correct violations of construction-related accessibility standards within the Sublease Premises.

11. MAINTENANCE. Sublessee's maintenance and repair obligations under the Master Lease shall be limited to Sublease Premises, to any maintenance and repair caused by the active negligence or willful misconduct of Sublessee or an invitee of Sublessee, and/or any damage to the Building or paved surfaces caused by Sublessee or its invitees. If any interior electrical, plumbing, ventilation and mechanical systems serving the Sublease Premises ("**Building Systems**") also serve other leasable space within the Building, Sublessee shall pay Sublessee's Share of the cost to maintain, repair and replace those systems as such costs are incurred by Sublessor. Sublessor agrees to invoice Sublessee for Sublessee's Share of such costs as soon as practical following receipt of invoices for work performed. Sublessee shall pay Sublessee's Share within twenty (20) days following receipt of each invoice.

12. IMPROVEMENTS.

(a) By Sublessor. Sublessor agrees to deliver the Sublease Premises to Sublessee with all interior plumbing, electrical and mechanical services in good working order and repair. Any necessary or desired tenant improvements to the Sublease Premises shall be installed at Sublessee's sole cost and expense and in accordance with Paragraph 12(b).

(b) By Sublessee. Sublessee shall not make any improvements to the Premises without the prior written consent of Sublessor and Master Landlord, if required, and without necessary permits and approvals. Subject to obtaining Master Landlord's consent, Sublessor would be allowed to install a demising wall between the Subleased Premises and the adjacent warehouse area to allow for the exclusive use of the restrooms for the future warehouse tenant. Sublessee acknowledges that the Master Lease prohibits the removal of Reimbursable Building Improvements,

as defined in Section 1 of the First Amendment, without the prior written consent of Master Landlord.

13. SIGNAGE. Sublessee, at Sublessee's cost, shall be allowed to install signage on the Premises subject to approval by the City of Marina and in accordance with the Airport Rules and Regulations, Section 2.02 of the Master Lease.

14. INSURANCE. Sublessee shall obtain and maintain all insurance required under Master Lease with the exception of the fire insurance referenced in Section 13.02 of the Lease which shall be obtained by Sublessor at Sublessor's cost. Any additional cost of insurance arising from Sublessee's operations or use of hazardous material shall be paid by Sublessee. All of Sublessee's general and automobile liability insurance policies shall name both Sublessor and Master Landlord as additional insureds and contain a waiver of subrogation in favor of Sublessor and Master Landlord. Sublessee shall provide Sublessor with certificates evidencing insurance prior to the commencement of Term and during any early occupancy during the Fixturization Period. The insurance policies shall comply in all other respects with the requirements of the Master Lease.

15. PROVISIONS OF MASTER LEASE.

(a) Incorporation of Certain Terms. Except as otherwise provided herein, all applicable terms and conditions of the Master Lease are incorporated into and made a part of this Sublease as if Sublessor were the "City" (in its capacity as the landlord under the Master Lease), and Sublessee the "Tenant" (as said term is used in the Master Lease). This Sublease is subordinate to and made subject to any uses reserved and restrictions imposed on the use or occupancy of the Property by the Master Landlord under the Master Lease. In the event of any conflicts between the terms of this Sublease and the applicable terms of the Master Lease, the terms of this Sublease shall prevail. In addition, the following provisions of the Master Lease are excluded from this Sublease:

(i) Section 1.05 of the Lease entitled "Option to Extend;"
(ii) Section 1.06 of the Lease entitled "Option(s) to Extend – Rent;"
(iii) Section 4.03 through 4.05 of the Lease, as amended, dealing with Reimbursable Building Improvements;
(iv) Section 4.07 of the Lease entitled "Performance Deposit;"
(v) Section 4.09 and 4.10 of the Lease dealing with brokers;
(vi) Sections 9.01, 9.02, 9.04, 9.08 and 9.10 of the Lease, as amended, to the extent dealing with improvements already constructed by Sublessor or Reimbursable Building Improvements;
(vii) Section 9.03 of the Lease entitled "Financing;"
(viii) Section 9.05 of the Lease, as amended, entitled "Improvements by City;"
(ix) Section 15.01 of the Lease to the extent such provisions authorize the granting of a security interest in Improvements located within the Sublease Premises;
(x) Section 17.04 of the Lease entitled "Dispute Resolution;" and
(xi) Sections 3 through and including 21 of the Second Amendment.

(b) Performance by Sublessee. Except to the extent excluded by the provisions of this Sublease, Sublessee assumes and agrees to perform the Tenant's obligations under the Master

Lease with respect to the Sublease Premises during the Term and agrees to comply with any future amendments or modifications to the Master Lease. Sublessee expressly agrees to be bound by the non-discrimination covenants set forth in Section 7.01 of the Lease and the indemnity obligations set forth in the Master Lease, including, but not limited to, Section 13.06 of the Lease. Sublessee's indemnification obligations shall run for the benefit of Sublessor and Master Landlord. Sublessee's obligation to pay rent and other amounts due under the Master Lease will be considered performed by Sublessee to the extent Sublessee pays Rent to Sublessor in accordance with this Sublease. Sublessee will not commit or suffer any act or omission that will violate any of the provisions of the Master Lease.

(c) Landlord's Obligations. Sublessee recognizes that Sublessor is not in a position to render any of the services or to perform the obligations required of Master Landlord by the terms of the Master Lease. Therefore, despite anything to the contrary in this Sublease, Sublessee agrees that performance by Sublessor of its obligation to comply with the obligations of the "Master Landlord" under the Master Lease is conditioned on performance by the Master Landlord of its corresponding obligations under the Master Lease, and Sublessor shall not be liable to Sublessee for any default of the Master Landlord under the Master Lease; provided, however, Sublessor shall use its diligent and best efforts to enforce its rights under the Master Lease. Sublessee shall not have any claim against Sublessor based on Master Landlord's failure or refusal to comply with any of the provisions of the Master Lease.

(d) Termination of Master Lease. If the Master Lease terminates, at the option of Master Landlord, this Sublease will terminate and the parties will be relieved of any further liability or obligation under this Sublease. However, if the Master Lease terminates as a result of a default or breach by Sublessor or Sublessee under this Sublease or the Master Lease, the defaulting party will be liable to the non-defaulting party for the damage suffered as a result of the termination. Regardless, if the Master Lease gives Sublessor any right to terminate the Master Lease in the event of a partial or total damage, destruction, or condemnation of the Premises or the building or project of which the Premises are a part, the exercise of this right is reserved by Sublessor and shall not constitute a default under this Sublease if exercised by Sublessor.

(e) Consents. Whenever the consent of the Landlord is required under the Master Lease, the consent of the Master Landlord and Sublessor shall be required under this Sublease.

16. WARRANTY BY SUBLESSEE. Sublessee represents and warrants to Sublessor and Master Landlord that Sublessee thoroughly and carefully reviewed the Master Lease, attached hereto as Exhibit A, and is familiar with the terms, covenants, conditions, reservations, limitations, restrictions, and disclosures contained or referred to therein. Sublessee further represents and warrants that, prior to the execution of this Sublease, Sublessee has had the opportunity to review all documents, maps, and records relating to the condition of the Premises as referenced in the Master Lease.

17. FF&E. Sublessor licenses to Sublessee to use during the Term the furniture, fixtures, and equipment listed in Exhibit D, attached hereto ("**FF&E**"). Prior to Sublessee taking occupancy of the Sublease Premises, Sublessor and Sublessee shall detail in writing the scope of the FF&E items being retained and used by Sublessee and the FF&E items being removed by Sublessor. Sublessee shall be responsible for any maintenance and repair to the FF&E and agrees to have the FF&E

covered by its personal property insurance, which coverage shall name Sublessor as the loss payee. Sublessee shall return the FF&E to Sublessor upon expiration or termination of this Sublease in good condition and repair, reasonable wear and tear excepted.

18. ASSIGNMENT AND SUBLETTING. Sublessee will not assign or sublet all or any portion of the Sublease Premises during the term of this Sublease without the prior written consent of Sublessor and Master Landlord. Any such assignment or subletting by Sublessee without the prior written consent of Sublessor and Master Landlord to any third person will be a default of this Sublease.

19. DEFAULT BY SUBLESSEE. Sublessee shall be in default under this Sublease if Sublessee fails to observe or perform any obligation under this Sublease (including, but not limited to the applicable obligations of the Tenant under the Master Lease) and such failure is not cured within five (5) days prior to the expiration of the cure period, if any, provided under the Master Lease.

20. MISCELLANEOUS PROVISIONS.

(a) Successors. Subject to the provisions of this Sublease prohibiting sublease and assignment, the covenants and conditions herein contained shall apply to any grantees, transferees, assigns, heirs, successors, executors, and administrators of all the parties hereto, and all the parties hereto shall be jointly and severally liable hereunder.

(b) Waiver. Waiver by either party of a breach of any term, covenant, or condition contained in this Sublease shall not be treated as a waiver of a future breach of the same, or any other term, covenant, or condition contained in this Sublease.

(c) Modification. This Sublease may be changed only by a writing signed by the parties.

(d) Entire Agreement. This Sublease and the Master Lease together constitute the entire agreement between Sublessor and Sublessee with respect to the leasing of the Sublease Premises and supersedes all prior or contemporaneous agreements with respect thereto.

(e) Severability. If any term or provision of this Sublease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Sublease will not be affected, and each term and provision of this Sublease will be valid and enforceable to the fullest extent permitted by law.

(f) Time. Time is of the essence of this Sublease, and of each provision.

(g) Notices. Any notice required under this Sublease shall be given to the parties at their addresses set forth below and otherwise in accordance with the Notice provision of the Master Lease (Section 17.16 of the Lease):

To Sublessor: Light & Motion Industries
711 Neeson Road
Marina, California 93933

Facsimile No. (831) 375-2517

To Sublessee: Simon Bull Studios
711 Neeson Road
Marina, California 93933
Facsimile No. (___) _____

or at such other address as any party may from time to time designate to the others in writing. Any party may change his address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

(h) Survival. The provisions of this Sublease with respect to representations, warranties, and indemnification, as well as those provisions dealing with matters following expiration or termination of this Sublease, shall survive the expiration or termination of this Sublease and shall be enforceable in accordance with their terms, covenants, and conditions.

(i) Construction of Agreement. It is agreed by the parties that this Sublease has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Sublease for the purposes of interpretation under California Civil Code section 1654.

(j) Counterparts. This Sublease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. To facilitate execution and delivery of this Sublease, the parties may execute this Sublease by hand or by electronic signature (i.e., with DocuSign®). Electronic signatures will be deemed original signatures for purposes of this Sublease. Transmission of an executed counterpart of this Sublease by telecopy, facsimile, electronic mail, pdf, or other transmission method will constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease in Monterey County, California, as of the date first set forth above.

SUBLESSOR

LIGHT & MOTION INDUSTRIES, a California corporation

By: DocuSigned by: Daniel Emerson 1ED2DCCD16B64C2...

Name: Daniel Emerson

Its: CEO Light

Dated: 4/26/2025

SUBLESSEE

SIMON BULL, an Individual

By: DocuSigned by: Simon Bull 2DADBCE9CBFC415...

Name: Simon Bull

Its: Owner

Dated: 4/26/2025

EXHIBIT A
MASTER LEASE

(Copy is attached)

SECOND AMENDMENT TO LEASE BETWEEN THE CITY OF MARINA AND LIGHT & MOTION INDUSTRIES

This Second Amendment to Lease (the "Second Amendment") is entered into as of the 20th day of September, 2017, by and between The City of Marina, a California municipal corporation ("Landlord") and Light & Motion Industries, a California corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into a Lease as of March 25, 2013, as amended by that certain First Amendment to Lease dated November 5, 2013 (collectively referred to as "Lease") for certain real property commonly known as 711 Neeson Road, Marina, California, and as more particularly described in the Lease (the "Premises"). Capitalized terms used herein shall have the meanings set forth in the Lease, unless otherwise defined herein.

B. Tenant is obtaining financing, which financing will be secured by the Lease and the underlying "Leasehold Estate".

C. Tenant seeks to amend the Lease to allow for the pledging of the Leasehold Estate and the Lease, and Landlord is consenting to the pledging of the Lease and the Leasehold Estate as security for such loan.

D. The definitions and provisions set forth in the Lease shall apply to this Second Amendment.

TERMS AND CONDITIONS

1. **Limited Amendment**. Except as specifically modified hereby, the Lease shall remain in full force and effect and shall be unimpaired. In the event of conflict between the terms of this Second Amendment and the terms of the Lease, the Second Amendment shall control.

2. **Use**. The first sentence of Section 2.01 of the Lease is amended and restated in its entirety to read as follows: "The Lease is made for the purpose of allowing Tenant's use of the Premises and for granting Tenant certain rights and privileges to occupy the Premises and to use the area designated for parking. Tenant shall be permitted to use the Leased Premises for manufacturing or other light industrial use(s), office space, storage, and other uses incidental to the aforementioned uses."

3. **Tenant's Right to Encumber Leasehold**. Tenant may, at any time during the Term of this Lease, encumber in favor of any deed of trust beneficiary or mortgagee (collectively "Lienholder") by deed of trust, mortgage, personal property security agreement or other security instrument (hereinafter collectively referred to as a "Deed of Trust") all of Tenant's right, title and interest under this Lease and the Leasehold Estate hereby created in Tenant; provided, however, (i) that no Deed of Trust incurred by Tenant pursuant to this section shall, and Tenant

shall not have power to incur any encumbrance that will, constitute in any way a lien or encumbrance on Landlord's fee interest in the Premises or any interest of Landlord in the Premises; (ii) the Deed of Trust and all rights acquired under it shall be subject to each and all of the terms, covenants, conditions and restrictions stated in this Lease and to all of the rights and interests of Landlord, except as otherwise provided in this Lease; and (iii) Tenant shall give Landlord prior notice of any such Deed of Trust and shall accompany such notice with a copy of the note and the Deed of Trust.

It is acknowledged and Landlord hereby gives its consent to the encumbrance and pledging of the Lease and the Leasehold Estate to the CDC Small Business Finance Corp., which entity assigns its rights to the United States Small Business Administration. This loan, which is an SBA 504 loan, will be junior and subordinate to one or more senior encumbrances, as is required pursuant to the SBA 504 loan program.

4. Notice to and Service on Lienholder. Landlord shall mail to Lienholder, a duplicate copy of any and all notices Landlord may from time to time give to or serve on Tenant pursuant to or relating to this Lease (including but not limited to notices of default, notice of rent increases, notice of operating cost pass-throughs, etc.). Tenant shall at all times keep Landlord informed in writing of the name and mailing address of Lienholder and any changes in Lienholder's mailing address. Any notices or other communications permitted by this or any other section of this Lease or by law to be served on or given to Lienholder by Landlord shall be given in the manner prescribed in the Lease addressed to Lienholder at the last mailing address for Lienholder furnished in writing to Landlord by Tenant or Lienholder.

5. No Modification Without Lienholder's Consent. Tenant and Landlord hereby expressly stipulate and agree that, without the prior written consent of all Lienholders, they will not (1) modify the Lease, as amended, in any way, and (2) cancel, terminate or avoid this Lease, except as provided under the Lease.

6. Amendments. Landlord shall make certain modifications to the Lease that will reasonably accommodate the Lienholder so long as the amendments do not materially change the Landlord's rights or remedies or jeopardize the economics of the transaction or Landlord's eligibility for FAA grant funding. Specifically and without limitation, no such amendment shall modify or amend (i) the monthly rent and additional rent payable under the Lease, which were determined to produce income equal to the Premises' fair market value when the Lease was entered into, or (ii) the provisions of Article 6 and Article 7 of the Lease.

7. Right of Lienholder to Cure Defaults. Before Landlord may terminate the Lease because of any default under or breach of this Lease by Tenant, Landlord must give written notice of the default or breach to Lienholder and afford Lienholder the opportunity after service of the notice to:

a. Monetary Default. Cure the breach or default within 60 days of Lienholder's receipt of notice of default where the default can be cured by the payment of money to Landlord or some other person;
b. Nonmonetary Default. Cure the breach within sixty (60) days of Lienholder's receipt

of notice of default where the breach or default must be cured by something other than the payment of money and can be cured within that time; or if the breach of default cannot be cured within sixty (60) days, commence to cure the breach or default within the time period after service of notice of default on Lienholder by Landlord and thereafter diligently pursue same to completion. Lienholder shall have the right to enter upon the property for that purpose.

8. **Rights of Lienholder**. A Lienholder shall have the right at any time during the term of the Lease and the existence of such encumbrance to:

a. **Substitute Performance by Lienholder**. Do any act or thing required of Tenant under the Lease, and any such act or thing done and performed by Lienholder shall be as effective to prevent a forfeiture of Tenant's rights under the Lease as if done by Tenant.

b. **Foreclosure of Deed of Trust**. Realize on the security afforded by the Leasehold Estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the Deed of Trust and to:

i. Transfer, convey or assign the title of Tenant to the Leasehold Estate created by the Lease to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in the Deed of Trust; and

ii. Acquire and succeed to the interest of Tenant under the Lease by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in the Deed of Trust.

9. **Foreclosure in Lieu of Curing Default**. Notwithstanding any other provision of the Lease, a Lienholder may forestall termination of this Lease by Landlord for a monetary or nonmonetary default or breach of the Lease by Tenant by commencing proceedings to foreclose its Deed of Trust. The proceedings so commenced may be for foreclosure of the Deed of Trust by order of court or for foreclosure of the encumbrance under a power of sale contained in the Deed of Trust. The proceedings shall not, however, forestall termination of the Lease by Landlord for the default or breach by Tenant unless:

a. **Initiation**. They are commenced within the time provided for cure of a default by Lienholder under the Lease; and

b. **Diligent Prosecution**. They are, after having been commenced, diligently pursued in the manner required by law to completion.

10. **Assignment and Sublease**. Lienholder and Lienholder's successors shall, upon becoming owner of the Leasehold Estate, have the right to assign and sublease the subject Leasehold Estate with the consent of Landlord, which consent shall not be unreasonably withheld.

11. **Assignment on Foreclosure**. Provided that (1) the Lienholder gives written notice of transfer to Landlord setting forth the name and address of the transferee as well as the effective date of the transfer, and (2) the transferee assumes the obligations of this Lease (including the

provisions pertaining to payment of rent and permitted uses), the written consent of Landlord shall not be required for a transfer of Tenant's interest under the Lease to:

a. A purchaser at a foreclosure sale of the encumbrance whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale in the Deed of Trust.

b. If (1) a Lienholder acquires Tenant's interest under this Lease at a foreclosure sale or by an assignment under this Lease in lieu of foreclosure, and (2) such Lienholder desires to assign Tenant's interest under the Lease to a third party assignee, then the following shall apply:

i. Except as provided in the immediately succeeding paragraph, the proposed assignment to the third party assignee shall be subject to the terms and conditions of the Lease.

ii. Notwithstanding the provisions of the Lease to the contrary, such Lienholder shall be obligated to perform Tenant's obligations under the Lease only during the time commencing on the date such Lienholder acquires Tenant's interest under this Lease until the date such Lienholder assigns Tenant's interest under the Lease to a third party assignee (i.e., which Lienholder shall be relieved of all obligations under this Lease which accrue after the date of such assignment).

12. New Lease to Lienholder. Notwithstanding any other provision of this Lease to the contrary, if the Lease terminates because of the insolvency or bankruptcy of Tenant or because of any event of default by Tenant, Landlord will execute a new lease for the Premises to the Lienholder under a Deed of Trust incurred by Tenant, provided:

a. Written Request. A written request for the new lease is served on Landlord by Lienholder within ninety (90) days after the effective date of termination of this Lease;

b. Same Terms. The new lease (1) is for a term ending on the same date the Term of the Lease would have ended had not this Lease been terminated, (2) provides for the payment of rent at the same rate that would have been payable under the Lease during the remaining Term of the Lease had the Lease not been terminated, and (3) contains the same terms, covenants, conditions and provisions as are contained in the Lease, including, without limitation, the provisions set forth in Article 6 and Article 7 of the Lease; and

c. Cure Existing Defaults. Lienholder, on execution of the new lease by Landlord, shall pay any and all sums that would at the time of the execution of the new lease be due under this Lease but for its termination and shall otherwise fully remedy or agree in writing to remedy any other defaults or breaches of this Lease committed by Tenant that can be remedied;

13. Title to Improvements. Landlord and Tenant agree that title to the Reimbursable Building Improvements shall immediately vest in Landlord in the event Lienholder forecloses on the Lease

as provided in this Second Amendment, subsequent to which Lienholder may assign or sublet all interest in the Lease as provided in Section 11 above. Notwithstanding the foregoing, all Reimbursable Building Improvements and Tenant Improvements constructed on the Premises pursuant to Article 9 of the Lease shall remain subject to the security interest, if any, granted to Lienholder by Deed of Trust or other security interest, until such security is extinguished. Neither Tenant nor Lienholder (or any other successor in interest to Tenant or Lienholder) shall be permitted to remove any Improvements, excepting fixtures, equipment, and furnishings that can be removed without materially damaging the Premises.

14. **Lienholder as Assignee of Lease**. No Lienholder shall be liable to Landlord as an assignee of this Lease unless and until such time as Lienholder acquires all rights of Tenant under this Lease through foreclosure or other proceedings in the nature of foreclosure or as a result of some other action or remedy provided by law or the instrument creating the encumbrance.

15. **Non-Liability of Lienholder for Hazardous Waste Contamination**. Lienholder shall have no liability for any costs arising out of hazardous waste contamination in or about the Premises which arose or began to arise prior in time to the date on which Lienholder comes into possession of the Premises or becomes the owner of the Leasehold Estate. Notwithstanding any indemnification obligation of the Tenant under the Lease, Lienholder shall have no such indemnity obligation for hazardous waste contamination, as defined in its broadest sense, which arose or began to arise prior in time to possession of the Premises by Lienholder and/or before Lienholder becomes the owner of the Leasehold Estate.

16. **Insurance Policy Provisions**. Lienholder shall be named as an additional insured under all insurance coverages of Tenant, as may be required pursuant to the Deed of Trust and related documents. Any of Tenant's insurance policies on the Leasehold Estate and/or any improvements thereon are cancelable only upon prior written notice to the Lienholder. In case of a loss, and if Tenant rebuilds or repairs the Premises or any portion thereof, all in accordance with the Lease, then the proceeds of any such insurance shall be used for such rebuilding and/or repairing. If Tenant elects to terminate the Lease in lieu of making repairs to and/or rebuilding of the Premises as permitted by terms of Article 11 of the Lease after receipt of any insurance policy proceeds, then the proceeds of insurance as pertain to Tenant's trade fixtures, equipment and other personal property shall be paid to the Lienholder up to such amount as is required to satisfy Tenant's obligation to Lienholder under Lienholder's loan, and used toward the payment of the obligation (i.e., the Deed of Trust) in favor of Lienholder. Lienholder, as a successor-in-interest to Tenant, shall not be obligated to rebuild improvements in the event the insurance proceeds are insufficient notwithstanding the provisions of Section 11.02.

17. **Condemnation**. In the event of any taking or condemnation of all or any part of Leasehold Estate, all such compensation and/or damages awarded and/or received therefore shall belong to Tenant; provided, all such compensation and proceeds shall first be applied to repay the Lienholder's loan and other Trust Deeds given by Tenant secured by the Leasehold Estate and with a lien position senior to Lienholder's Loan.

18. **Attornment and Non-Disturbance.** Upon acquisition of the Lease by Lienholder, Lienholder shall attorn to Landlord as Landlord under the Lease, which attornment shall be

effective and self-operative without the execution of any other instrument on the part of any party hereto, immediately upon Lienholder's succeeding to the interest of Tenant under the Ground Lease. In the event that a Lender or successor of Landlord takes title to the Real Property, either as a result of foreclosure of the mortgage or accepting a deed to the Real Property in lieu of foreclosure, sale or otherwise, or the Real Property shall be purchased at such a foreclosure by a third party, and Landlords' successor or such other third party shall furnish Tenant reasonably satisfactory evidence that it has acquired title to the Real Property, Tenant shall attorn to such third party and recognize Lienholder as required under the Lease. Such successor to Landlord shall attorn to the Lease and shall not disturb the tenancy of Tenant or the Deed of Trust, so long as there is no default under the Lease and then, only in accordance with the Lease as amended by the First Amendment and this Second Amendment.

19. No Merger of Leasehold and Fee Estates. Should Tenant incur a Deed of Trust, then there shall thereafter, during the existence of the Deed of Trust, be no merger without the consent of the Lienholder of the Leasehold Estate created by the Lease and the fee estate in the Premises merely because both estates have been acquired or become vested in the same person or entity.

20. Lienholder as Including Subsequent Security Holders. The term "Lienholder" shall mean and refer to the persons and/or entities that are named in any Deed of Trust as well as all subsequent assignees and holders of the security interest created by such Deed(s) of Trust. Landlord agrees that by acceptance of the Deed(s) of Trust or other encumbrance of the Lease, Lienholder has not become liable under the terms of the Lease. Tenant and Landlord agree that Lienholder shall be so liable only if Lienholder acquires ownership of the Leasehold Estate, and then only for such period of time as Lienholder holds such leasehold interest. Landlord further agrees that Lienholder's liability shall be limited to Lienholder's interest in the Premises, notwithstanding any assumption of the Lease or entering into a new lease by Lienholder.

21. Estoppel Certificates by Landlord. Landlord hereby agrees to provide, from time to time for a Lienholder, an estoppel certificate in a commercially reasonable form.

22. Authority. Tenant and Landlord have the authority to enter into this Second Amendment and have received all consents required to give effect to this Amendment.

[Signatures Continued on Next Page]

LANDLORD:

THE CITY OF MARINA,
A California municipal corporation

By: _____
Layne Long, City Manager

Attest: Pursuant to Resolution 2017-42

By: _____
Anita Sharp, Deputy City Clerk

Approved AS TO Form

_____
FOR THE CITY ATTORNEY

TENANT:

LIGHT & MOTION INDUSTRIES,
A California Corporation

By: _____
Daniel Emerson, President &
Secretary

FIRST AMENDMENT TO LEASE
BETWEEN THE CITY OF MARINA AND LIGHT & MOTION INDUSTRIES

THIS FIRST AMENDMENT TO LEASE BETWEEN THE CITY OF MARINA AND LIGHT& MOTION INDUSTRIES ("First Amendment") is made this 5th day of November 2013, by and between the CITY OF MARINA, a California municipal corporation (the "City"), and LIGHT & MOTION INDUSTRIES, a California corporation ("Tenant").

Recitals

A. On March 25, 2013, City and Tenant entered into a certain Lease ("Lease") to provide for Tenant's occupancy and use of Building 535 located at 711 Neeson Road at the Marina Municipal Airport within the City.

B. The parties now wish to enter into this First Amendment to conform the Lease to the intention of the parties concerning certain matters governing the course of construction of improvements to the premises as set forth herein.

C. Only the numbered paragraphs of the Lease which are being amended are set forth in this Amendment.

Terms & Conditions

The above recitals are true, correct and incorporated herein by this reference.

Now, therefore, the parties agree to enter into this First Amendment, and to amend the Lease effective as of October 1, 2013, as follows:

1. The first two sentences of Section 4.03 of the Lease "Allowance for Reimbursable Building Improvements" are hereby amended to read as follows:

"**4.03 Allowance for Reimbursable Building Improvements.** The City will reimburse Tenant up to an amount not to exceed Six Hundred Thousand Dollars ($600,000) based on the costs incurred by Tenant related to demolition and the construction of the Improvements listed as "Reimbursable Building Improvements" (the "Reimbursable Building Improvements") in Exhibit C-1 attached hereto and incorporated herein by this reference, including, without limitation, an allocable share of construction management fees; architectural, engineering, design, survey and planning costs; and financing and other costs as reflected on Exhibit C-1. The parties agree that, upon execution of this Lease, Exhibit C-1 represents the agreed list of the Reimbursable Building Improvements to be made to the Premises by Tenant for which Tenant will receive reimbursement in the form of the Tenant Allowance."

The remainder of Section 4.03 continues unchanged.

2. The first sentence of Section 9.01 of the Lease "Improvements to Leased Premises" is hereby replaced by the following two sentences:

"9.01 Improvements to Leased Premises. During the early possession period provided under this Lease, Tenant shall construct improvements to the leased Premises including: (1) the Reimbursable Building Improvements described in Section 9.02 and in Exhibit C-1; and (2) the tenant improvements (the "Tenant Improvements") required in connection with the Tenant's commercial use of the Premises, listed in Exhibit C-2, attached hereto and incorporated herein by this reference, as "Light & Motion's Tenant Improvements", for which the Tenant Allowance is not extended and for which the City makes no contribution, in whole or in part, of any public funds. Tenant shall construct the Reimbursable Building Improvements and the Tenant Improvements in accordance with plans and specifications (the "Plans") to be completed by Tenant and submitted to the City within sixty (60) days of the execution of this Lease."

The remainder of Section 9.01 continues unchanged.

3. Section 9.02 of the Lease "Reimbursable Building Improvements" is hereby amended to read in its entirety as follows:

" 9.02 Reimbursable Building Improvements. Structural or building system-related improvements to the Premises: (1) required for compliance with an applicable federal, state or local regulations or codes, including, but not limited to, the codes adopted by the City in Title 15 of the Marina Municipal Code, the ADA, as same may be amended from time to time; or (2) to provide for the addition or restoration of a permanent structural improvement which will thereby enhance the Building's overall value or increase its useful life, including, but not limited to, the parking areas but not to include the parking area behind the Building to be improved by the City (see Section 9.05 (i)), electrical, mechanical, fire suppression, heating or ventilation system, plumbing and other costs as designated on Exhibit C-1, as well an allocable share of architectural, engineering, planning and design services, financing and certain other costs as reflected on Exhibit C-1, shall be eligible for treatment as Reimbursable Building Improvements for which Tenant will receive the Tenant Allowance to be credited against the monthly rent payable under this Lease as per Section 4.03. Reimbursable Building Improvements shall be as agreed by the City and Tenant and set forth in Exhibit C-1 hereto. Notwithstanding Section 17.29 regarding exhibits, in the event of a conflict between this section and Exhibit C-1, Exhibit C-1 shall control. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the Reimbursable Building Improvements designated on Exhibit C-1 and the Tenant Improvements designated on Exhibit C-2, on the leased Premises and for the payment of all costs associated therewith, subject to Tenant's right to the credit against monthly rent set forth in Section 4.03 hereof, the City's obligations under Sections 9.05 and 10.01, and the Tenant's obligations in accordance with regulations of the Division of Labor Standards Enforcement and Section 9.07."

4. Subsection (a)(11) of Section 9.04 is hereby amended to read in its entirety as follows:

"9.04 Improvements by the Tenant.

(11) All improvements (excepting Tenant's trade fixtures and equipment) shall be subject to this Lease. The Reimbursable Building Improvements shall become the property of the City upon the date their cost has been fully amortized and reimbursed to the Tenant by the City in accordance with Section 4.03. The Tenant Improvements shall become the property of the City as of the termination date of this Lease, unless otherwise agreed upon by Tenant and the City, and Tenant

shall execute and deliver to the City any document requested by the City evidencing the assignment to the City of all estate, right, title and interest (other than the interest created under this Lease)."

5. Subsection (b) of Section 9.04 of the Lease "Improvements by the Tenant" is hereby added to read as follows:

"**9.04 Improvements by the Tenant.**

(b) Tenant shall enter into separate agreements for construction of the Reimbursable Building Improvements (Exhibit C-1) and for the Tenant Improvements (Exhibit C-2)."

6. . Section 9.05 of the Lease "Improvements by the City" is hereby amended to read in its entirety as follows:

"**9.05 Improvements by the City.** Except as otherwise expressly set forth in this Lease, the City is not obligated to construct or install any improvements on or off of the leased Premises. The City shall have no obligation on account of any construction or installation of any improvement by Tenant to pay for all or any portion of the costs or expenses arising out of such construction or installation, excepting the City's obligation to provide the credits against rent contemplated by Section 4.03 of this Lease. Notwithstanding the above, the City shall be responsible for (i) improving the parking area behind the Building, including all grading, paving, stripping and drainage, such that this parking area has not less than twenty-nine (29) parking stalls as shown on the Site Plan attached hereto as part of Exhibit A; (ii) the items designated on Exhibit C-3, attached hereto and incorporated herein by this reference, as City-Funded Work Excluded from Reimbursable Building Improvements and Light & Motion's Tenant Improvements, including hazardous materials testing and abatement, replacement of the roof of the Building and downspouts (including, removal of abandoned equipment and piping), and repairing and replacing all existing connections to the Building, as needed, for all utilities, including, gas, water (domestic and fire service), storm and sanitary sewer but excluding electrical and data transmission connections. The City shall provide City workers to paint the exterior walls of the Building upon completion of the exterior improvements by the Tenant and thereafter as needed in accordance with Section 10.01(b). All improvements designated on Exhibit C-3 that are the responsibility of the City shall be expeditiously completed with first quality materials in a proper, professional and good and workmanlike manner in compliance with Tenant's approved schedule of completion of the Reimbursable Building Improvements and the Tenant Improvements and all applicable federal, state and local laws, rules, regulations and ordinances. The City shall coordinate the timing of the improvement the parking area behind the Building with Tenant so that such improvements will not in any material respect interfere with or cause a delay in any other construction activities of Tenant authorized by the City.

7. Section 9.11 of the Lease "Insurance" is hereby amended to read in its entirety as follows:

"**9.11 Insurance.** Before commencing any construction work and during the course of construction, Tenant agrees to obtain, and cause its contractor(s) to be obtain, with a responsible insurance carrier authorized under the laws of the State of California to insure employees against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work in or on the leased Premises. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance, including installation floater coverage, in a sum equal, from time to time, to the

agreed full cost for construction of the Reimbursable Building Improvements and the Tenant Improvements in the amount of one million seven hundred thousand dollars ($1,700,000); provided that such amount shall be increased to the total contract amount for the construction of the Reimbursable Building Improvements and the Tenant Improvements in the event the contracts for construction of such Improvements exceed one million seven hundred thousand dollars ($1,700,000). All risk of loss or damage to the Reimbursable Building Improvements and the Tenant Improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Tenant. The City and Tenant's general contractor shall be additional named insureds on Tenant's builder's risk and liability insurance."

7. Section 9.12 of the Lease "Tenant Responsible for Additional Improvement Costs" is hereby amended to read in its entirety as follows:

"**9.12 Tenant Responsible for Additional Improvement Costs**. All costs incurred by Tenant in connection with the construction of the Tenant Improvements and the Reimbursable Building Improvements in excess of the Tenant Allowance shall be the sole Responsibility of Tenant, subject to the City's right and obligation to provide such Tenant Allowance as a credit against monthly rent set forth in Section 4.03 of this Lease. All costs that are determined to be non-reimbursable under this Lease are the sole responsibility of Tenant."

8 Each individual executing this Amendment represents and warrants that he or she is duly authorized to execute and deliver this Amendment and that this Amendment is binding in accordance with its terms.

Except as provided above, the Lease is in all other respects shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first written above.

CITY OF MARINA

By: _____
Layne Long
City Manager

LIGHT & MOTION INDUSTRIES,
a California corporation

By: _____
Daniel Emerson
President

ATTEST: Pursuant to Resolution No. 2013-137

By: _____
Anita Sharp
Acting Deputy City Clerk

APPROVED AS TO FORM:

By: _____
for the City Attorney

EXHIBIT C-1

9/23/2013

Reimbursable Building Improvements ("RBI") EXHIBIT C-1

Division	Description	Bid	Revised	9/20/2013	Light & Motion	Reimbursable Building Improvements City of Marina		LM	City of Marina
112000	Supervision and coordination	$ 38,997.00	$ 38,997.00	$ 65,169.00	$ 45,618.30	$ 19,550.70	FN1	70%	30%
131000	General Conditions	$ 7,053.00	$ 7,053.00	$ 10,570.00	$ 7,399.00	$ 3,171.00		70%	30%
150000	Equipment Rentals & Safety	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 2,975.00	$ 525.00		85%	15%
161000	Architectural, Design, Survey, Planning	$ -	$ -	$ 100,000.00	$ 50,000.00	$ 50,000.00	FN2	50%	50%
191000	PG&E fees and engineering	$ -	$ -	$ 15,523.00	$ 7,761.50	$ 7,761.50		50%	50%
207000	Demolition	$ 57,961.00	$ 57,961.00	$ 47,574.00	$ 35,680.50	$ 11,893.50		75%	25%
207510	Sawcutting - Plumbing Trench	$ 2,560.00	$ 2,560.00	$ 26,841.00	$ -	$ 26,841.00		0%	100%
209000	Haz-Mat Abatement (allowance)	$ 60,000.00	$ 60,000.00	$ 33,620.00	$ -	$ 33,620.00		0%	100%
220000	Grading, AC paving, Wheelstops and striping, ADA Signage	$ 27,700.00	$ 27,700.00	$ 33,372.00	$ -	$ 33,372.00		0%	100%
220000	Replace Concrete Sidewalk and required	$ 7,504.00	$ 7,504.00	$ 8,200.00	$ -	$ 8,200.00		0%	100%
330000	Structural Concrete (recessed slabs in restrooms)	$ 3,544.00	$ 3,544.00	$ 10,903.00	$ -	$ 10,903.00		0%	100%
330000	Concrete (plumbing trenches)	$ 3,450.00	$ 3,450.00	$ 10,547.00	$ -	$ 10,547.00		0%	100%
330000	Concrete Wall patch (Holes in Extr Walls)	$ -	$ -	$ 1,100.00	$ -	$ 1,100.00		0%	100%
512000	Structural Steel (roof supports HVAC units)	$ 3,300.00	$ 3,300.00	$ -	$ -	$ -		0%	100%
622000	Cabinets and Millwork - solid surface tops in restrooms	$ 2,850.00	$ 2,850.00	$ 6,622.00	$ -	$ 6,622.00		0%	100%
622000	Cabinets and Millwork - sub-top frames at bathrooms	$ 1,020.00	$ -	$ -	$ -	$ -		0%	100%
680000	Exterior Curtain Wall Replacement	$ 130,000.00	$ 130,000.00	$ 208,336.00	$ -	$ 208,336.00		0%	100%
850000	Bath Mirrors	$ 700.00	$ 700.00	$ 2,551.00	$ -	$ 2,551.00		0%	100%
930000	Stone & Tile	$ 6,200.00	$ 6,200.00	$ 38,804.00	$ -	$ 38,804.00		0%	100%
	Trash enclosure		$ 25,000.00	$ 20,000.00	$ -	$ 20,000.00		0%	100%
	Exterior Lighting	4k per fixture	$ 25,000.00	$ 17,508.00	$ -	$ 17,508.00		0%	100%
1550000	Exhaust Fans / Restrooms	$ 2,500.00	$ 2,500.00	$ 5,474.00	$ -	$ 5,474.00		0%	100%
1000000	ADA Signage / Backing / Access Panels / Fire	$ 2,245.00	$ 2,245.00	$ 4,992.00	$ -	$ 4,992.00		0%	100%
1014000	Toilet Partitions	$ 5,600.00	$ 5,600.00	$ 4,970.00	$ -	$ 4,970.00		0%	100%
1060000	Toilet Accessories	$ 2,640.00	$ 2,640.00	$ 4,390.00	$ -	$ 4,390.00		0%	100%
1080000	FRP Janitor Room	$ 1,200.00	$ 1,200.00	$ 2,047.00	$ -	$ 2,047.00		0%	100%
153000	Fire Sprinklers Shell	$ 5,313.00	$ 5,313.00	$ 7,576.00	$ -	$ 7,576.00		0%	100%
154000	Plumbing	$ 50,100.00	$ 50,100.00	$ 81,000.00	$ -	$ 81,000.00		0%	100%
160000	Electrical - Transformer Pad, Transformer, Main Service	$ 55,500.00	$ 55,500.00	$ 24,010.00	$ -	$ 24,010.00		0%	100%
1672010	Fire Alarm	$ 6,500.00	$ 6,500.00	$ 13,755.00	$ -	$ 13,755.00		0%	100%
				Subtotal	$ 149,434.30	$ 657,003.70			
						$143,853.00	FN3		50%
						$4,000.00	FN2		50%
						$10,000.00	FN3		50%
					Insurance	$ -			
					General Contractor Overhead & Profit	$34,928.40	FN3		40%
					RBI Total	$ 652,815.10			

1 City to provide rent credit of $600,000 amortized over 7 years as initial lease structure, subject to reconciliation of at construction completion in accordance with the Lease.

2 Architectural (including Structural, Mechanical, Electrical, and Plumbing Engineering), Design, Survey and Planning anticipated by architectural bids. The City will NOT participate in either Landscape planning costs or interior design for tenant.

3 Reflects City's agreed allocable share of total referenced expenses related to both Reimbursable Building Improvements and Light & Motion Tenant Improvements as reflected at the bottom of Exhibit C-2.

EXHIBIT C-2

Light & Motion Tenant Improvements ("TI") — EXHIBIT C-2

Division	Description	Bid	Revised	9/20/2013	Light & Motion	Reimbursable Building Improvements City of Marina	LM	City of Marina
171100	SWPPP / Concrete clean out	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ -	100%	0%
171500	Clean up - progress and final janitorial	$ 11,660.00	$ 11,660.00	$ 12,713.00	$ 12,713.00	$ -	100%	0%
176000	Printing and copying	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ -	100%	0%
191000	Permits, fees, plans (allowance)	$ 4,000.00	$ 4,000.00	$ 14,000.00	$ 14,000.00	$ -	100%	0%
272900	Concrete Patio	$ -	$ -	$ 7,495.00	$ 7,495.00	$ -	100%	0%
283000	Chain Link Cage (Shipping Area)	$ 6,414.00	$ 6,414.00	$ -	$ -	$ -	100%	0%
280000	Landscaping and irrigation	$ 8,500.00	$ 8,500.00	$ 16,821.00	$ 16,821.00	$ -	100%	0%
400000	Masonry - Patio Wall	$ 4,509.00	$ 4,509.00	$ 3,480.00	$ 3,480.00	$ -	100%	0%
400000	Masonry Veneer - Patio Wall	$ 11,253.00	$ 11,253.00	$ -	$ -	$ -	100%	0%
512000	Structural Steel (roof supports for skylights)	$ 4,400.00	$ 4,400.00	$ 4,185.00	$ 4,185.00	$ -	100%	0%
512000	Structural Steel (Roll-up door openings)	$ 15,600.00	$ 15,600.00	$ 11,760.00	$ 11,760.00	$ -	100%	0%
512000	Structural Steel (misc)	$ 2,600.00	$ 2,600.00	$ 13,525.00	$ 13,525.00	$ -	100%	0%
611000	Rough Carpentry (openings for HVAC equipment)	$ 2,080.00	$ 2,080.00	$ 13,010.00	$ 13,010.00	$ -	100%	0%
611000	Telephone backer board	$ 305.00	$ 305.00	$ 310.00	$ 310.00	$ -	100%	0%
622000	Cabinets and Millwork - Break Room / Entry / Misc	$ 8,000.00	$ 8,000.00	$ 33,600.00	$ 33,600.00	$ -	100%	0%
622000	Cabinets and Millwork - solid surface tops in breakroom	$ 2,850.00	$ 2,850.00	$ 9,553.00	$ 9,553.00	$ -	100%	0%
71901	Slab moisture testing	$ -	$ -	$ 1,386.00	$ 1,386.00	$ -	100%	0%
720000	Insulation	$ 13,536.00	$ 13,536.00	$ 5,775.00	$ 5,775.00	$ -	100%	0%
77200	Roof Hatch	$ -	$ -	$ 1,007.00	$ 1,007.00	$ -	100%	0%
78100	Fire Proofing	$ -	$ -	$ 3,393.00	$ 3,393.00	$ -	100%	0%
83300	Aluminum Roll-up Door w/ Glass Panels	$ 5,276.00	$ 5,276.00	$ -	$ -	$ -	100%	0%
83300	Steel Roll-up Door	$ 3,400.00	$ 3,400.00	$ 4,282.00	$ 4,282.00	$ -	100%	0%
108000	FRP (Tumbler Room)	$ -	$ -	$ 2,453.00	$ 2,453.00	$ -	100%	0%
125100	Roller Shades	$ -	$ -	$ 1,428.00	$ 1,428.00	$ -	100%	0%
760000	Skylights	$ 4,080.00	$ 4,080.00	$ 5,980.00	$ 5,980.00	$ -	100%	0%
780000	Caulking	$ 1,200.00	$ 1,200.00	$ 6,000.00	$ 6,000.00	$ -	100%	0%
820000	HM Doors and Door Hardware - Material & labor	$ 12,271.00	$ 12,271.00	$ 43,086.00	$ 43,086.00	$ -	100%	0%
880000	Storefront Systems and Doors	$ 14,400.00	$ 14,400.00	$ 38,438.00	$ 38,438.00	$ -	100%	0%
925000	Metal Stud Framing & Drywall	$ 46,000.00	$ 46,000.00	$ 71,700.00	$ 71,700.00	$ -	100%	0%
966000	Floor covering (carpet at mezzanine)	$ 12,000.00	$ 12,000.00	$ 13,225.00	$ 13,225.00	$ -	100%	0%
966000	Flooring (clean and seal existing concrete floors)	$ 6,900.00	$ 6,900.00	$ 40,472.00	$ 40,472.00	$ -	100%	0%
980000	Paint - Paint Interior	$ 22,675.00	$ 22,675.00	$ 43,535.00	$ 43,535.00	$ -	100%	0%
15300	Fire Sprinklers TI	$ -	$ -	$ 21,500.00	$ 21,500.00	$ -	100%	0%
15400	Gas / Condensate	$ -	$ -	$ 12,480.00	$ 12,480.00	$ -	100%	0%
156000	HVAC	$ 36,225.00	$ 36,225.00	$ 72,261.00	$ 72,261.00	$ -	100%	0%
160000	Electrical - Building Distribution	$ 234,900.00	$ 234,900.00	$ 197,619.00	$ 197,619.00	$ -	100%	0%
167200	Burglar Alarm	$ -	$ -	$ 9,334.00	$ 9,334.00	$ -	100%	0%
167400	Phone & Data	$ -	$ -	$ 35,276.00	$ 35,276.00	$ -	100%	0%
	Subtotal	$ 1,005,718.00		$ 1,660,638.00	$ 923,664.30	$ 667,003.70	$ 38.28	$ 26.61
	[redacted]				$ 140,853.00	$ 140,853.00	60%	60%
	[redacted]				$ 4,000.00	$ 4,000.00		
	[redacted]				$ 10,000.00	$ 10,000.00	60%	60%
	Insurance	$ -		$ 21,508.00	$ 21,508.00	$ -	100%	0%
	Bond	$ -		$ 8,940.00	$ 8,940.00	$ -	100%	0%
	General Contractor Overhead & Profit	$ 60,343.08 6.0%		$ 87,321.00 6.0%	$ 52,992.60 3.0%	$ 34,328.40 3.0%	60%	40%
	TI Total	$ 1,066,061.08		$ 2,100,373.00	$1,167,497.90	$ 932,515.13	$ 46.57	$ 33.61
5%	Contingency				$1,225,779.30	$ 966,488.69		
	New TI Total			$ 2,121,234.16				

EXHIBIT C-3

City-funded Work Excluded from RBI & TI					EXHIBIT C-3			
Division	Description	Bid	Revised	6/20/2013	Light & Motion	Relocation to Building Improvements (City of Marina	Lilli	City of Marina
206000	Hazardous Materials Testing	$ -	$ -	$ -	$ -	$ -	[illegible]	100%
272500	Replace Fire Service (Backflow and PIV)	$ -	$ -	$ -	$ -	$ -	[illegible]	100%
272500	Replace Water Service (Backflow and meter to building)	$ -	$ -	$ -	$ -	$ -	[illegible]	100%
272500	Replace Sewer Service	$ -	$ -	$ -	$ -	$ -	[illegible]	100%
272500	Storm Drainage / Rain Leaders	$ -	$ -	$ -	$ -	$ -	[illegible]	100%
751000	Roofing (overlay w/ Duralast 60mil) *				$ -	$ -	[illegible]	100%
780000	Sheet Metal Downspouts*	$ 4,000.00	$ 4,000.00	$ -	$ -	$ -	[illegible]	100%
990000	Paint - Paint Exterior**	$ 10,555.00	$ 10,555.00	$ -	$ -	$ -	[illegible]	100%

* City to provide in next budget round.

** City to provide with Airport staff.

RECEIVED
OCT 29 2013
By

BOND RIDER

INDEMNITY COMPANY OF CALIFORNIA
[illegible]

DATE OF NOTICE	BOND NUMBER	TYPE OF BOND	LICENSE #
10/24/2013	724351S	SUBDIVISION IMPROV	

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions agreements, or warranties of the above mentioned bond, other than stated below.

OBLIGEE:

City Of Marina
211 Hillcrest Ave
Marina CA 93933

Gentlemen:

This Rider is to be attached to and form a part of the above captioned bond effective **10/15/2013**

This Rider is on behalf of **Light & Motion Industries**

understood and agreed, effective from above date, that:

Amend Surerty Company Name to Read:
Indemnity Company of California

Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed this 24 day of October, 2013

By Rita Alleaume
Rita Alleaume, Attorney-In-Fact

PRODUCER:

Pacific Diversified Insurance Services Inc
9015 Murray Ave Ste 110
Gilroy CA 95020

Docusign Envelope ID: C035485C-926B-4AE2-9264-A26AE8821FB7

MARINA MUNICIPAL AIRPORT

LEASE BETWEEN

THE CITY OF MARINA

AND

LIGHT & MOTION INDUSTRIES

for

711 NEESON ROAD
(BUILDING 535)

LEASE

THIS LEASE (the "Lease") is made and entered into this 25th day of March 2013, by and between the CITY OF MARINA, a California municipal corporation ("City"), and LIGHT & MOTION INDUSTRIES, a California corporation ("Tenant"), 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. City owns and operates the Marina Municipal Airport (the "Airport") located in the City of Marina. The Airport was formerly known and operated by the U.S. Army as Fritzsche Airfield and was part of the Fort Ord Military Reservation.

B. Tenant desires to lease a portion of the Airport real property which includes a structure formerly utilized by the U.S. Army as a supply, storage, and shipping facility, and by a former tenant as the site of the Monterey Sculpture Center, for use in Tenant's business of manufacturing and assembling light emitting diode (LED) lights (for scuba diving, bicycling and camping applications), underwater camera casings, and other biking and scuba diving accessories and equipment.

C. 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

Conditions Precedent

1. Approval of the terms and conditions of this Lease by the Federal Aviation Administration ("FAA").

2. Approval of this Lease by the City Council of the City of Marina and the FAA. The FAA shall approve Tenant's use of the leased premises for other than airport purposes.

3. Approval of Tenant's plans and specifications for construction of the improvements to be made to the leased premises by the City and the Airport Commission. Approval of such plans and specifications by the Building Division of the City's Community Development Department shall constitute City approval, as provided in Section 9.01 of this Lease.

4. Receipt by Tenant and delivery to the City of a written loan commitment from a reputable lender for a loan in an amount of no less than eight hundred thousand dollars ($800,000) for purposes of financing the improvements to be made to the leased premises by Tenant.

ARTICLE 1. LEASE OF PREMISES, EASEMENT AND RESERVATION, TERM

1.01 Leased Premises. City hereby leases to Tenant, and Tenant hereby leases from City the real property and premises located at 711 Neeson Road, Marina, County of Monterey, California, including the building commonly known as Building 535 (the "Building"), as described in and shown on Exhibit A attached hereto and made a part hereof (the "Premises"). Tenant may, in a manner approved in advance and in writing by the City, mark or designate the parking spaces located on the Premises. The Premises are located on Monterey County Assessor's parcel number 031-112-025. The interior space leased in the Building consists of approximately 27,119 leasable square feet of space, including a mezzanine as shown on the floor plans attached hereto as Exhibit B and made a part hereof.

1.02 Easement and Reservation. The following described easement and reservation is hereby reserved by the City:

(a) Avigation Easement. The leased Premises shall be subject to an easement and right of way for the unobstructed passage of aircraft in the airspace above the leased Premises, which is reserved by City for the benefit of itself and all members of the general public operating aircraft which land at or take off from the Airport. Concomitant and coextensive with said easement and right of way, City and general public shall have the further right to cause, in all airspace above the surface of the leased Premises, such noise, vibrations, fumes, dust, fuel particles, and other effects that may be caused by the operation of aircraft landing at or taking off from or otherwise operating at the Airport. In connection with this easement and right or way, Tenant agrees not to cause or permit any structure, natural growth, or other object on the leased Premises to extend into the airspace over the leased Premises more than 210 feet above mean sea level, and not to use or permit the use of the leased Premises in such a manner as to create electrical interference with radio communications between aircraft and the Airport, to make it difficult for flyers to distinguish between airport lights and other lights, to impair visibility in the vicinity of the Airport, or to otherwise endanger aircraft landing at or taking off from the Airport. Tenant further agrees that, in the event it causes or permits any structure, natural growth, or other object on the leased Premises to extend into the airspace over the leased Premises more than 210 feet above mean sea level, or otherwise causes or permits any condition on the leased Premises which endangers aircraft landing at or taking off from the Airport, Tenant shall remove such structure, natural growth, object or condition as soon as possible but in no event later than within ten (10) days of receipt of written notice from the City of such structure, natural growth, object or condition. In the event Tenant shall fail to remove such structure, natural growth, object or condition within such 10-day period, then City shall have the right to enter upon the leased Premises and to remove such structure, natural growth, object or condition endangering aircraft landing at of taking off from the Airport, all at Tenant's sole cost and expense.

(b) Utility Reservation. City reserves the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil and gas pipelines, telephone, telegraph, fiber optic 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 leased Premises. No right reserved by the City in this clause shall be so exercised as to interfere unreasonably with Tenant's operations or to impair the security of any secured creditor of Tenant.

(c) Parking. The City reserves the right, with prior written notice to Tenant as provided in Section 2.03 below, to utilize the parking areas located on the Premises from time-to-time in conjunction with special events held at the Airport on weekends (see Section 2.03 below). In making use of the parking area, the City shall consider and make a good faith effort to alleviate adverse effects on Tenant's operations. The City and Tenant agree to reasonably cooperate concerning the City's occasional use of the parking area on weekends.

1.03 Term. The initial term of this Lease (the "Initial Term") shall be for twenty (20) years. The commencement date ("Commencement Date") of the Initial Term shall be the earlier of the date Tenant commences manufacturing operations on the Premises or sixty (60) days following the issuance of a Certificate of Occupancy, or such other date as the City and Tenant may agree in writing. When the Commencement Date has been determined, the parties shall execute an addendum to this Lease which sets forth the day, month and year of the Commencement Date. In the event the Commencement Date has not occurred on or before July 1, 2014 and the City and Tenant have not entered into a written agreement to extend the Commencement Date, the City shall have the right to terminate this Lease.

1.04 Early Access for Completion of Improvements. Prior to the Commencement Date, Tenant, its contractors, and agents shall be permitted access to the Premises for purposes of completing the Improvements (see Section 9.01 below) commencing on July 1, 2013, subject to any delays in making such Premises available beyond the City's control. During such period of early occupancy, Tenant's possession of the Premises shall be subject to all terms and conditions of the Lease, except that Tenant shall not be obligated (i) to pay Monthly Rent in accordance with Section 4.02, (ii) to pay the possessory interest real property taxes as provided in Section 5.01 below unless assessed by the County of Monterey, (iii) to maintain the Premises in accordance with Sections 2.20(g) or 10.02, or (iv) to maintain the insurance required pursuant to Sections 13.01(e) and 13.02 below. Tenant covenants and agrees that it shall not operate any business in the Premises (other than construction and preparation of the Premises for Tenant's occupancy) until the Commencement Date. Tenant acknowledges and accepts the risk of early access to the Premises during the construction of the Improvements and releases and holds harmless City, during the early possession period, from and against all injury to person or property whatsoever, except to the extent caused by the sole negligence or willful misconduct of City, its officials, officers, employees or agents.

1.05 Option(s) to Extend. Tenant is hereby granted the right and option to renew and extend the term of this Lease for an additional period of ten (10) years only, through the election and exercise of two (2) separate and successive five (5)-year options following the expiration of the Initial Term, provided that: on execution of any option, Tenant occupies the majority of the square footage of space within Building 535; that this Lease is still in full force and effect at the expiration of the Initial Term or the then applicable option period; and that Tenant is not in default under any term of this Lease. These options may be exercised by Tenant by its giving written notice of its intent to exercise the option(s) to the City Manager of the City 180 days before the expiration of the Initial Term or the then applicable option period.

1.06 Option(s) to Extend - Rent. The terms and conditions of any extended five-year extension of this Lease will be the same as are provided herein, except that the monthly rent to be paid by Tenant for the first year of each five (5)-year option period will be 100% of the prevailing fair market monthly rental rate for comparable industrial property in Monterey County for comparable uses, to be determined ninety (90) days prior to the expiration of the Initial Term or the then applicable option period by mutual agreement of the City and Tenant and, if they cannot agree, by independent appraisal as provided herein. If the City and Tenant cannot agree on the fair market rent prior to the date ninety (90) days before the expiration of the Initial Term or the then applicable option period, each party shall select an independent appraiser with no less than five (5) years experience in appraising commercial real property in the County of Monterey, who will render an opinion on the fair market monthly rental rate for the Premises, and provided the higher opinion of the fair market monthly rental rate is not more than five percent (5%) greater than the lower opinion as to the fair market monthly rental rate, the two values so derived shall be averaged, and the average shall be the monthly rent rate payable in the first year of the applicable five (5) year option period and shall be binding on the parties. If the higher opinion as to fair market rental value is more than five percent (5%) greater than the lower opinion as to value, the two independent appraisers selected by the parties shall select a third independent appraiser meeting the qualifications set forth above who shall determine which of the initial two appraisers' values is closer to the fair market monthly rental rate, and this monthly rental rate shall be the monthly rent in effect during the first year of the applicable five (5) year option period and shall be binding on the parties. Thereafter, the monthly rent shall be adjusted annually as provided in Section 4.05 of this Lease. If the two independent appraisers selected by the parties cannot agree on a third appraiser, such appraiser shall be selected by the Presiding Judge of the Monterey County Superior Court from a list of no more than five appraisers meeting the qualification set forth above submitted by each of the parties. Each party shall bear the cost of the appraiser selected by such party, and the parties shall share the cost of the third independent appraiser selected. At any time, the City and Tenant may agree in writing on the fair market monthly rent to be paid during the first year of any applicable option period.

1.07 Holding Over. Any holding over after the expiration of the initial or an extended term of this Lease with the consent of the City shall be construed to be a tenancy from month-to-month at a monthly rental equal 125% of the monthly rental for final month of the previous term. The sum so calculated will constitute the new monthly rental for the following twelve (12) months. The monthly rental shall thereafter increase on the twelve (12) month anniversary of the last increase in like manner. Tenant's occupancy during any period of holding over shall

otherwise be on the same terms and conditions herein specified so far as applicable, except that there shall be no right to extend the term of this Lease.

ARTICLE 2. USE OF LEASED PREMISES

2.01 Use. This Lease is made for the purpose of allowing Tenant use of the leased Premises and for granting Tenant certain rights and privileges to occupy the Premises and to use the area designated for parking for Tenant's use in its business of manufacturing and assembling, warehousing and distributing LED lights (for scuba diving, bicycling and camping applications), underwater camera casings, and other biking and scuba diving accessories and equipment, and as offices for Tenant's business and storage for Tenant's products and equipment. There shall be no use or storage of hazardous materials, except for the storage or use of hazardous substances and materials approved in advance and in writing by the City's Fire Chief. Tenant shall not store on the Premises equipment or materials outside of buildings in any location not approved by the City unless screened by a method approved in writing and in advance by the City, which shall not be unreasonably withheld or delayed. Tenant may not store equipment or material unrelated to its operation or business at the Airport, including, but not necessarily limited to, recreational vehicles, motor homes, boats, campers, trailers, semi-tractor trailer trucks, mobile homes and vehicles on the Premises without the prior written consent of the City, which may be given or withheld at the City's sole discretion. All loading and service operations shall take place within the confines of the Premises. Tenant shall not use the leased Premises, or any part thereof, or permit them to be used for any purpose other than the purposes specified herein without the consent of the City, such consent not to be unreasonably conditioned, delayed or withheld.

2.02 Airport Rules & Regulations. In making use of the leased Premises as specified in this Lease Tenant shall, in common with all other tenants at the Airport, comply with the following rules and regulations:

(a) Tenant acknowledges that it has received and reviewed a copy of the City's Airport Operating Ordinance and shall comply with the minimum operating standards or requirements promulgated by City and applicable to each of Tenant's activities on the Airport.

(b) Subject to the provisions of the California Code of Civil Procedure §731a, Tenant shall not do or permit to be done upon the Premises any act or thing which constitutes a nuisance, i.e., which may disturb the quiet enjoyment of City, any other tenant of City or private businesses on adjacent land or neighboring property. If City notifies Tenant that such a nuisance or disturbance exists, Tenant agrees, within 72 hours from receiving written notice by the City, to abate or otherwise cause said nuisance to be cured. In the event Tenant has not taken corrective action within 72 hours, the City may enter and abate said nuisance, including but not limited to entering the Premises and abating the nuisance or disturbance, at the expense of Tenant without any liability whatsoever to City for monetary loss or anticipated profits of Tenant or others.

(c) Tenant shall have the right, at its expense, to place on the leased Premises a sign or signs identifying Tenant. Said 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. Tenant shall expeditiously submit its application to the City's Planning Division to process Tenant's request for a sign to be affixed to the facade of Building 535, to be readily visible from Neeson Road. City's approval shall not be delayed or 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.

(d) Tenant shall have the right, at its expense, to place in or on the Premises trade fixtures, furnishings, personal property, equipment and materials necessary to perform any activities or services provided for or authorized hereunder. Said trade fixtures, furnishings, personal property, equipment and materials shall remain the property of Tenant.

(e) Tenant shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business provided for and authorized hereunder, including rules and regulations promulgated by the City, and Tenant shall maintain in effect and post in a prominent place all necessary or required licenses or permits, including an Occupancy Permit obtained pursuant to Marina Municipal Code, Chapter 15.54, prior to commencing occupancy and commercial operations. Tenant shall prepare an Emergency Action/Fire Protection Plan. Current plan shall be kept on file with the City's Fire Department.

(f) Tenant agrees at its own expense to keep and maintain on the leased Premises portable fire extinguishers of such number, size and type as may be prescribed from time to time by the regulations of the City's Fire Department.

(g) Tenant shall be responsible for the maintenance and repair of the Premises as set forth in §10.02 of this Lease and shall keep and maintain the Premises in good condition, order and repair, and shall surrender same upon the expiration of this Lease in the condition in which the Premises are required to be kept, reasonable wear and tear and damage by the elements not caused by Tenant's negligence excepted. Tenant, by this Lease, specifically waives the provisions of §§1941 and 1942 of the California Civil Code with respect to the landlord's obligations for the tenantability of leased premise and a tenant's right to make repairs and deduct the expense of such repairs from rent.

(h) Tenant understands and agrees that its right to use the leased Premises for the purposes provided for by this Lease for shall not be, and shall not be construed to be, exclusive of the right within the meaning of 49 U.S.C. 40103(e) and 49 U.S.C 47107(a)(4) of any other person or firm to operate the same or a similar business at the Marina Municipal Airport and to lease Premises at the Airport from the City for such purposes, within the meaning of §308A of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1349a). City reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Tenant by this Lease, excepting any rights with respect to the use or possession of the leased Premises.

(i) Tenant will conform to Airport and Federal Aviation Administration safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, aircraft aprons, by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by the Airport manager; and will be subject to penalties as prescribed by the Airport Operating Ordinance for violation of the Airport safety and security requirements.

2.03 Special Events. Tenant understands and acknowledges that the City will, from time-to-time, conduct special events at the Airport (e.g., the Marina Air Faire which is usually held on a weekend in October of every year) on weekends. Tenant agrees to cooperate with the City concerning these events (e.g. allowing the City to use the parking areas located on the Premises during weekends). City shall endeavor to provide not less than fourteen (14) days prior written notice to Tenant of any special event which is expected to have an impact on Tenant's operations.

ARTICLE 3. USE AND MAINTENANCE OF AIRPORT FACILITIES

3.01 Maintenance of Airport Facilities. The City reserves the right, but shall not be obligated to Tenant, to further develop, improve, maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport as it sees fit regardless of the desires or views of the Tenant and without hindrance or interference, together with the right to direct and control all activities of Tenant in this regard.

3.02 Aerial Approaches. City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

3.03 FAR Notification Requirements. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the leased Premises. The Tenant by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit objects of natural growth or other obstructions on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of Tenant.

ARTICLE 4. RENTS AND FEES

4.01 Time and Place of Payment. Tenant shall pay all rental charges and all other obligations due to the City under this Lease every month in advance on or before the first (1st) 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 any partial month during which this Lease is in effect shall be pro-rated. For purposes of calculating and pro-rating rents and other charges due for any partial month, each month shall be considered to have 30 days. The pro-ration of any charges payable on an annual basis for any partial year shall be based upon a 360-day year.

4.02 Monthly Rent: Initial Rent Amount. The monthly rent payable commencing as of the first (1st) day of the Initial Term of this Lease shall be ten thousand eight hundred forty-seven dollars and sixty cents ($10,847.60) (at the rate of forty cents ($0.40) per square foot of leasable space). Tenant shall also pay as additional rent, every month as provided above, (i) the amounts set forth in Article 12 herein for utility services provided under the terms of any contract between the City and a utility provider serving the Premises through existing lines and connections, and (ii) the possessory interest real property taxes arising from this Lease. The rent payable under this Lease shall be triple net; that is, except as otherwise expressly provided herein, Tenant shall pay all of expenses associated with the use, occupancy and maintenance of the Premises, insurance premiums as reflected in Article 13 below, and real and personal property taxes arising out of Tenant's use and occupancy of the Premises, including possessory interest taxes. Except as otherwise expressly provided herein, monthly rent and all triple net charges shall commence on the Commencement Date (Section 1.03).

4.03 Allowance for Reimbursable Building Improvements. The City will reimburse Tenant up to an amount not to exceed Six Hundred Thousand Dollars ($600,000) based on the costs incurred by Tenant related to the construction of the Improvements listed as Reimbursable Building Improvements (the "Reimbursable Building Improvements") in Exhibit C attached hereto and incorporated herein by this reference. The parties agree that, upon execution of this Lease, Exhibit C represents the agreed list of the Improvements to be made to the Premises by Tenant and the agreed estimated cost for the Reimbursable Building Improvements. The actual cost to Tenant of the Reimbursable Building Improvements, as shall be established pursuant to Section 9.10 of this Lease, shall represent the City's contribution to the cost of the Improvements and is referred to herein as the "Tenant Allowance." The City's contribution shall be effected by means of a credit against the monthly rent to be paid by Tenant as provided herein. The total agreed Tenant Allowance for Reimbursable Building Improvements payable by the City shall be paid to Tenant as a credit against the monthly rent taken in equal monthly installments over the first eighty-four (84) months of the Initial Term (the "Proration Period"), except as provided herein. Prior to the determination of the final Tenant Allowance, in accordance with Section 9.10, the monthly credit shall be in the amount of Seven Thousand One Hundred Forty-Three Dollars ($7,143.00) per month. In the event the final Tenant Allowance is less than Six Hundred Thousand Dollars ($600,000), commencing as of the first (1st) day of the month following the determination of the final Tenant Allowance, the monthly credit shall be reduced to such amount as is determined by dividing the final Tenant Allowance (less the aggregate monthly credits taken to date) by the number of months remaining in the first eight-four (84) months of the

Lease. The monthly credit so calculated shall be taken until the Tenant Allowance has been credited in full, with the final credit against monthly rent in the 84th month to be in such amount as required to fully deplete the Tenant Allowance. For example, if the final agreed Tenant Allowance is Six Hundred Thousand Dollars ($600,000), Tenant shall receive a monthly credit against rent in the amount of Seven Thousand One Hundred Forty-Three Dollars ($7,143.00) for the first eighty-three (83) months of this Lease, and a credit against rent in the amount of Seven Thousand One Hundred Thirty-One Dollars ($7,131.00) in the eighty-fourth (84th) month of this Lease, and the rent payable to the City for the first twelve (12) months following the Commencement Date would be Three Thousand Seven Hundred and Four Dollars and Sixty Cents ($3,704.60).

4.04 City Inspection of Reimbursable Building Improvements. Notwithstanding any other provisions of this Lease, the City will have no obligation to reimburse Tenant for Reimbursable Building Improvements until the City has conducted a final inspection of the Improvements to the Premises made in accordance with the Plans and issued a Certificate of Occupancy for the Premises.

4.05 Adjustment of Monthly Rent. At the end of the first year of the Initial Term and at the end of each lease year thereafter and at the commencement of the second (2nd) year of each option period and at the end of every lease year thereafter (each, a "Rent Adjustment Date"), the monthly rent shall be increased by one cent ($0.01) per square foot. City will not provide notice of this adjustment, and it shall be Tenant's sole responsibility to ensure the rent is adjusted and paid in accordance with this Section.

4.06 Delinquency Charge. Tenant hereby acknowledges that late payment by Tenant of rent and other sums due hereunder will cause the City to incur costs not contemplated by this Lease, the exact amount will be extremely difficult to ascertain. 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 by Tenant. Acceptance of any such late charge shall not constitute a waiver of Tenant's 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 rents, charges and any penalty shall accrue at the rate of 10% per annum thereafter until paid.

4.07 Performance Deposit. Prior to July 1, 2013, Tenant will pay to the City the sum of twelve thousand dollars ($12,000.00), deposited with the City's funds as partial security of future rental and other payments due. The parties agree that these funds will remain on deposit with the City and shall be considered a performance deposit under this Lease. In the event the City is required to utilize this deposit or any portion thereof during the term of this Lease for the payment of rents, charges, or fees due, Tenant within thirty days from such use of the deposit funds shall deposit with the City an additional sum sufficient to restore the performance deposit to the amount herein set forth. This performance deposit, or any remaining portion thereof, shall be returned to Tenant at the termination of this Lease, after deduction of any amounts therefrom for payment of any obligation of Tenant due and owing to the City under any of the provisions of this Lease.

4.08 Accord and Satisfaction. No payment by Tenant or receipt by the City or a lesser amount of any sum due hereunder shall be deemed to be other than on account of the earliest due rent or payment, nor shall any endorsement or statement on any check or payment, or any letter accompanying any such check or payment, be deemed an accord and satisfaction, and the City may accept such check or payment and pursue any other remedy available in this Lease, at law or in equity. The City may accept any partial payment from Tenant without invalidation or any contractual notice require to be given herein (to the extent such contractual notice is required) and without invalidation of any notice require to be given pursuant to California Code of Civil Procedure section 1161 *et seq.*, or any successor statute thereto.

4.09 Commissions. The City shall not be liable for the payment of any brokerage commissions or fees associated with this Lease to engineers, contractors, or attorneys working on behalf of Tenant. The City shall pay a brokerage commission to Cassidy Turley/BT Commercial in accordance with Article 4.07of this Agreement and the Agreement between Cassidy/BT Commercial and the City entered into on September 5, 2007, and as amended on March 14, 2008, May 12, 2009 and April 9, 2010.

4.10 Agency Disclosure. Cassidy Turley/BT Commercial ("CT/BT") is a licensed real estate company in the State of California. CT/BT represents the City as its agent concerning this Lease transaction. CT/BT shall be paid a commission by the City in accordance with its listing agreement with the City.

ARTICLE 5. TAXES AND ASSESSMENTS

5.01 Payment. Excepting expenses payable by the City as expressly provided herein, Tenant shall pay all expenses related to the maintenance, use and occupancy of the Premises and the rights and privileges herein granted, including the possessory interest real property taxes created by this Lease, and permit and license fees or assessments, it being understood by Tenant that although the public property is held in public ownership, Tenant's interest therein will be taxable as a possessory interest (California Revenue & Taxation Code §107 *et seq.*). Tenant shall pay any personal property taxes levied on Tenant's inventory, furnishings, personal property 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.

5.02 Assessment by the Monterey County Water Resources Agency (MCWRA). Tenant shall pay any assessment levied by the MCWRA. If the leased Premises are not separately assessed by MCWRA, Tenant's liability shall be an equitable portion of the MCWRA assessment for all of the land and improvements of which the Premises are a part included within the parcel(s) so assessed, such proportion to be determined by the City from the respective valuations assigned in the MCWRA's work sheets or such other information as may be reasonably available. The City's reasonable determination thereof, in good faith, shall be conclusive provided, however, Tenant may appeal the City's determination of the proration of any MCWRA assessments to the City Council, whose decision shall be final. In the event Tenant fails to pay any assessment when due, the City may, at its option, pay the same and

collect from Tenant's performance deposit (see Section 4.07) the amounts so disbursed, plus interest at the rate of 10% per annum or fraction thereof.

ARTICLE 6. SUBORDINATE TO FEDERAL AGREEMENT AND REGULATIONS

6.01 Subordinate to Agreements with U.S. This Lease shall be subordinate to the provisions and requirements of any right the United States government now has or any existing or future agreement between the City and the United States government or any department thereof relative to the control, development, operation, taking over, or maintenance of the Airport. Failure of Tenant or any occupant to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of this Lease and the rights hereunder. Tenant acknowledges it has been given an opportunity to review the Deed of Conveyance pursuant to which title to the leased Premises was conveyed from the United States of America to the City and agrees to comply with all requirements pertinent to Tenant's activities contained in that document.

6.02 War or National Emergency. This Lease and all provisions hereof shall be subject to whatever right the United States government has affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

6.03 Conformance with Federal Aviation Administration Regulations. Tenant agrees that Tenant's use of the leased Premises, including all future construction, modifications or alterations thereon, shall comply with all applicable Federal Aviation Administration regulations now in force or that may be hereafter adopted by the Federal Aviation Administration.

ARTICLE 7. NON-DISCRIMINATION

7.01 Non-Discrimination.

(a) Tenant, for its personal representatives successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that, in the event facilities are constructed, maintained, or otherwise operated on the leased Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Tenant, for its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of

the leased Premises, (2) that, in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Tenant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the City as the Airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City as the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

7.02 Covenants in Other Ancillary Agreements. Tenant agrees that it shall insert in any sublease, assignment, or other agreement by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations or services to the public on the Premises such non-discrimination provisions as required by the City.

ARTICLE 8. CONDITION OF THE PREMISES

8.01 Acceptance of Leased Premises. Tenant understands that the leased Premises were formerly used by the federal government as part of an Army air base, that surrounding lands which were also part of such Army air 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. Pursuant to Health & Safety Code §25359.7(a) Tenant is provided this notice that the structure may contain asbestos containing materials and lead-based paints. Prior to the execution of this Lease, the City obtained, at the expense of the City, a Phase I Environmental Site Assessment dated May 11, 2012, prepared by Pacific Crest Engineering Inc. (referred to herein as the "Phase I Site Assessment"), and a Pre-Renovation Hazardous Materials Inspection report dated April 6, 2012, prepared by M3 Environmental Consulting LLC (the "Building Inspection Report"). Prior to Tenant accepting early possession of the leased Premises, the City shall be obligated to remediate the presence of any hazardous or toxic substances or materials present in, on or under the leased Premises as result of (i) the storage on the leased Premised of used/discarded sculpture molding material or other waste by the City or its agents, tenants or subtenants as identified in the Phase I Site Assessment, (ii) all bronze or other metal dusts or fines present in the Building as a result of the use of the leased Premises by the City or its agents, tenants or subtenants as

identified in the Phase I Site Assessment, and (iii) the presence in the Building of any radioactive metals or materials as identified in the Phase I Site Assessment (collectively, the "Remediable Conditions"). The City shall complete such remediation in accordance with such remediation plan as is approved by the County of Monterey and obtain a "no further action" letter from the County of Monterey on or before June 15, 2013. The Remediable Conditions shall be conditions that Tenant shall not be obligated to remediate, and the cost of remediating such conditions shall not be included within the Reimbursable Building Improvements.. Tenant acknowledges that the City has also provided to Tenant an asbestos survey report dated December 10, 1991 prepared by the U.S. Army Corps of Engineers for Building 535 (the "Asbestos Survey Report"). Tenant acknowledges that City has granted to Tenant the right to review all maps and records of the old Army air base presently on file in the office of the City's Planning Department as well as the right to inspect the leased Premises and perform any tests, all in order to afford Tenant a full and complete opportunity to investigate and determine whether the leased Premises can be used for the purposes for which the Premises are being leased.

8.02 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 leased Premises or improvements or the suitability of the Premises or improvements for its intended use or compliance of the Premises or any improvements with any federal, state or local building code or ordinance, save and except for the representation and warranty that no City officer, employee, contractor, subcontractor, tenant, subtenant, or other City agent has caused any condition of pollution or contamination which may now exist on, in or under the leased Premises, except as disclosed in the Phase I Site Assessment or Building Inspection Report. Upon the Commencement Date, Tenant also agrees to accept Building 535 in its present condition and "as is", with respect to all conditions which may now exist, except for (i) any condition of pollution or contamination caused by an officer, employee, agent, contractor, subcontractor, tenant or subtenant of the City, (ii) any hazardous substances or materials in the roofing materials of Building 535 (for which the City shall be solely responsible by the terms of this Lease), (iii) the Remediable Conditions (see Section 8.01), and (iv) any hazardous or dangerous condition not identified in the Phase I Site Assessment, the Building Inspection Report, or in the Plans as to which Tenant provides the City with notice of disapproval within thirty (30) days of Tenant accepting early possession of the Premises (see Section 1.04) (each a "Disapproved Condition"). 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 Building 535, 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 hazardous substances or materials present in Building 535 save and except for (i) any claim or right of action arising out of the presence of hazardous substances or materials in the Building or any other condition of pollution or contamination caused by an officer, employee, agent, tenant, subtenant, contractor, or subcontractor of the City, (ii) any claim arising out of or relating to the presence of hazardous substances or materials in the roofing materials of Building 535, and (iii) any claim arising out of the Remediable Conditions or any Disapproved Condition. Upon delivery to the City by Tenant of a written notice of any Disapproved Conditions following Tenant's acceptance of early possession, as set forth above, Tenant shall thereafter conform all work in any area affected by the hazardous or dangerous condition in accordance with the reasonable written instructions of the City and the City shall have the right to elect to either cure

such condition or to terminate this Lease if the cost of curing such condition is estimated in good faith to exceed twenty thousand dollars ($20,000). The City shall provide Tenant with notice of its intent to cure or terminate this Lease within ten (10) business days of receipt of Tenant's notice of disapproval. Notwithstanding anything this section 8.02, nothing in this section is intended to limit the City's obligation to reimburse Tenant for the Reimbursable Building Improvements, including, without limitation, costs incurred by Tenant related to the remediation of hazardous substances or materials in Building 535 identified in the Building Inspection Report as included therein. Nothing contained herein is intended to be construed as a waiver of any claim or claims Tenant may have arising out of or relating to the condition of, or the present of hazardous substances or materials, in the soils or groundwater in, on, under or emanating from the leased Premises.

8.03 Americans with Disabilities Act. Tenant understands and acknowledges that the City makes no representation concerning the Premises compliance with the American Disabilities Act ("ADA"), and Tenant expressly waives any duty which the City might have to make such disclosure. Tenant is solely responsible for determining whether or not Tenant's intended use of Building 535 will be or is in compliance with the ADA. Tenant acknowledges that certain portions of Building 535 remain inaccessible for some disabled individuals. By entering into this Lease, unless otherwise agreed between the parties in a writing signed by the authorized representative of each party, Tenant agrees to be responsible for all compliance with the ADA, if applicable to Tenant or the City. Further Tenant hereby releases, indemnifies, agrees to defend and hold harmless the City, its officers, employees and agents from any and all liability resulting from any claim arising under the ADA as a result of Tenant's use or activities on the leased Premises.

8.04 Disclosure to Sublessees and Assignees. Tenant agrees that in the event Tenant subleases all or any portion of the Premises or assigns its interest in this Lease, Tenant shall indemnify and defend the City for, from and against any matters which arise as a result of Tenant's failure to disclose any relevant information about the Premises or the improvements to any subtenant or assignee. It is the intention of the City and Tenant that the immediately preceding sentence shall survive any release of Tenant by the City upon any assignment of this Lease by Tenant.

ARTICLE 9. LEASEHOLD IMPROVEMENTS

9.01 Improvements to Leased Premises. During the early possession period provided under this Lease, Tenant shall construct improvements, including the Reimbursable Building Improvements (the "Improvements") to the leased Premises in accordance with plans and specifications (the "Plans") to be completed by Tenant and submitted to the City within forty-five (45) days of the execution of this Lease. The Plans must be approved by the City. The Plans shall be reviewed and approved by the issuance of a building permit by the Building Division of the City's Development Services Department. Upon approval by the City, the Plans, together with a construction schedule ("Construction Schedule") shall be initialed by each party. Tenant shall not make any other additions or alterations to the leased Premises other than as reflected in the Plans approved by the City without the prior written consent of the City, such consent not to be unreasonably conditioned, delayed or withheld. Moreover, upon receiving consent to make

any other addition or alterations to the leased Premises, 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 and a building permit issued.

9.02 Reimbursable Building Improvements. Structural or building system-related improvements to the Premises including, but not necessarily limited to, those: (1) required for compliance with an applicable federal, state or local regulations or codes, including, but not limited to, the codes adopted by the City in Title 15 of the Marina Municipal Code, the ADA, as same may be amended from time to time; or (2) to provide for the addition or restoration of a permanent structural improvement which will thereby enhance the Building's overall value or increase its useful life, including, but not limited to, the parking areas, not to include the parking area behind the Building to be improved by the City (see Section 9.05 (i)), electrical, mechanical, fire suppression, heating or ventilation system as designated on Exhibit C, as well an allocable share of architectural, engineering, planning and design services and certain other costs as reflected on Exhibit C, shall be eligible for treatment as Reimbursable Building Improvements for which Tenant will receive the Tenant Allowance to be credited against the monthly rent payable under this Lease as per Section 4.03. Reimbursable Building Improvements shall be as agreed by the City and Tenant and set forth in Exhibit C hereto Notwithstanding Section 17.29 regarding exhibits, in the event of a conflict between this section and Exhibit C, Exhibit C shall control. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the Improvements on the leased Premises and for the payment of all costs associated therewith, subject to Tenant's right to the credit against monthly rent set forth in Section 4.03 hereof and the City's obligations under Section 9.05 below.

9.03 Financing. Tenant shall provide in writing to the City an expression of interest from a reputable lender with respect to a loan in the amount of no less than eight hundred thousand dollars ($800,000) for purposes of funding the construction of the Improvements within thirty (30) days of execution of this Lease (the "Tenant Improvement Loan"). Tenant shall exercise its best efforts to obtain a loan commitment from a reputable lender for a loan in the amount of no less than eight hundred thousand ($800,000) within forty-five (45) days of the City's approval of the Plans. In the event Tenant is unable to obtain a loan commitment within forty-five (45) days of the City's approval of the Plans, the City shall have the right to terminate this Lease.

9.04 Improvements by the Tenant.

(a) Tenant covenants and agrees and it is an express condition of this Lease that Tenant shall conduct its due diligence, at its own cost and expense, within thirty (30) days of the commencement of the early possession period provided for under this Lease, and no later than as set forth in the approved Construction Schedule commence to construct upon the Premises the Improvements in compliance with the Plans, and shall thereafter diligently prosecute to completion the Improvements in compliance with the Construction Schedule. Tenant also shall provide, at Tenant's sole cost and expense, all furniture, trade fixtures and equipment necessary to operate the Premises in accordance with the approved use (Sec. 2.01). At least two (2) weeks before the last date Tenant accepts initial bids for any construction, Tenant shall file with the

City a written list of the name of all contractors to whom Tenant has submitted a request for bids. In addition, Tenant shall file with the City the name of each contractor with whom Tenant proposes to contract, together with the name of the subcontractors of all tiers, at least five (5) business days before Tenant enters into a final contract with any contractor. Tenant shall promptly provide the City with written notice of the contractor(s) to whom Tenant has awarded any bid. Tenant's failure to strictly comply with this provision shall be a material breach of this Lease. The above provisions are intended to provide the City with notice of the contractor(s) that Tenant may engage to construct the Improvements but are not intended to give the City the right to approve or disapprove the contractor(s) engaged by Tenant.

In connection with the Improvements, the following conditions shall apply (collectively, "Basic Conditions"):

(1) The Improvements may not weaken the structural integrity of the Premises and/or other improvements.

(2) Tenant must, prior to constructing, erecting or making any Improvement, submit to the City (collectively, "Submissions") (i) complete copies of any and all architectural plans, drawings and specifications, including engineering, mechanical, structural and electrical working drawings, design calculations of and other documents ("Construction Drawings") pertaining to the proposed Improvements, in form reasonably satisfactory to the City and consistent with all Plans previously delivered to and approved by the City, (ii) complete copies of any and all authorizations or approval from any governmental agency or authority as may be required under applicable law, rules or regulations, including, without limitation, all applicable environmental laws . (iii) a complete list (including contact information) of all Tenant's representatives (including contractors, architects, engineers and other consultants) and all subcontractors, that may perform work or services related to the proposed Improvements, which must all be licensed and bonded professionals in the State of California, to the extent required under applicable law ("Tenant Contractors"), (iv) a final Construction Schedule, and (v) complete copies of the certificates of insurance required.

(3) Tenant must, prior to constructing, erecting or making any Improvement, procure and pay for all necessary permits and authorizations, and must comply with all applicable federal, state and local laws and regulations, including the conditions under such necessary permits during the construction and installation of the Improvements.

(4) The Improvements must be of new and first quality materials and all related work shall be in a proper, professional and good and workmanlike manner and conducted with all due diligence.

(5) If any such work related to the Improvements involves the replacement of fixtures or parts thereto, all replacement fixtures or parts shall have a value and useful life equal to the value and useful life on the replacement date of the fixtures being replaced.

(6) All work related to the Improvements shall be expeditiously completed in compliance with the approved schedule of completion and with all applicable laws, including those regarding disabled or handicapped persons, including without limitation the ADA.

(7) The Improvements shall strictly conform to the Plans and the final Construction Schedule.

(8) City will require Tenant or Tenant's general contractor, at Tenant's sole cost and expense, to furnish bonds or letters of credit in accordance with Sections 9.08 to assure diligent and faithful performance of all work related to the Reimbursable Building Improvements.

(9) If any Improvement impacts the structure or mechanical systems of the Premises to an extent greater than *de minimis*, or if Tenant otherwise has plans prepared for same, Tenant shall deliver "as-built" plans, including all mechanical systems (prepared using AutoCAD), to the City upon completion of the Improvements.

(10) Subject to Article 14, Tenant shall promptly discharge, remove or contest all liens filed against the Premises arising out of the construction of the Improvements.

(11) All Improvements (excepting Tenant's trade fixtures and equipment) shall be subject to this Lease. The Reimbursable Building Improvements (Exhibit C) shall become the property of the City upon the date their cost has been fully amortized and reimbursed to the Tenant by the City in accordance with Section 4.03. The remaining Improvements shall become the property of the City as of the termination date of this Lease, unless otherwise agreed upon by Tenant and the City, and Tenant shall execute and deliver to the City any document requested by the City evidencing the assignment to the City of all estate, right, title and interest (other than the interest created under this Lease).

(12) Tenant shall be responsible for the repair of any City or other facilities which are damaged as a result of Tenant's, or its contractors, subcontractors or agents construction of the Improvements.

(13) Tenant shall coordinate the timing of the Improvements with the City so that the Improvements will not in any material respect interfere with or cause a delay in any other construction activities authorized by the City.

(14) Tenant shall give the City at least seven (7) calendar days' notice prior to the commencement of construction of any Improvement so that the City may post appropriate notices of non-responsibility and agrees that such notices may remain posted until the Improvements are complete.

(15) Tenant shall comply with the City's waste reduction and recycling programs, as the same may be amended from time to time.

(16) Tenant shall comply with the Prevailing Wage Requirements, if applicable, and the other provisions under Section 9.07.

(17) Tenant shall pay all applicable fees under applicable the City ordinances and resolutions.

(18) Tenant shall be responsible for the repair of any City or other facilities which are damaged in connection with the construction of the Improvements.

(19) Tenant shall comply with any and all mitigation measures and conditions to approval applicable to the construction of the Improvements.

9.05 Improvements by the City. Except as otherwise expressly set forth in this Lease, the City is not obligated to construct or install any improvements on or off of the leased Premises. The City shall have no obligation on account of any construction or installation of any improvement by Tenant to pay for all or any portion of the costs or expenses arising out of such construction or installation, excepting the City's obligation to provide the credits against rent contemplated by Section 4.03 of this Lease. Notwithstanding the above, the City shall be responsible for (i) improving the parking area behind the Building, including all grading, paving, stripping and drainage, such that this parking area has not less than twenty-nine (29) parking stalls as shown on the Site Plan attached hereto as part of Exhibit A (ii) repair or replacement of the roof of the Building, as needed, and (iii) repairing and replacing all existing connections to the Building, as needed, for all utilities, including, gas, water (domestic and fire service), storm and sanitary sewer but excluding electrical and data transmission connections. The City shall provide City workers to paint the exterior walls of the Building upon completion of the exterior improvements by the Tenant and thereafter as needed in accordance with Section 10.01(b). All improvements that are the responsibility of the City shall be expeditiously completed with first quality materials in a proper, professional and good and workmanlike manner in compliance with Tenant's approved schedule of completion of the Improvements and all applicable federal, state and local laws, rules, regulations and ordinances. The City shall coordinate the timing of the improvement the parking area behind the Building with Tenant so that such improvements will not in any material respect interfere with or cause a delay in any other construction activities of Tenant authorized by the City.

9.06 Right of Entry for Construction and Maintenance. The City and Tenant each agree that the other shall be permitted to enter upon its property, as may reasonably be necessary in order for Tenant to make the Improvements or do other work required by this Lease or in order for the City to fulfill its responsibilities to make improvements (see Section 9.05) and for maintenance as set forth in Section 10.01, and to maintain or repair the respective party's property. The right of each party to enter the other's property or the Premises shall extend to such party's lessees, and licensees and contractors. A party's exercise of its right of entry shall not unreasonably interfere with the other party's use of its property. Any interference shall be temporary and all work on the entering party's property shall proceed expeditiously as necessary to avoid or minimize any such interference. A party intending to exercise the right of entry shall first give to the other party reasonable prior written notice before commencement of any work on the other party's property. In the event a party's entry results in any damage to the other party's property, the same shall be repaired expeditiously at the entering party's expense.

9.07 Prevailing Wage.

(a) Prevailing Wage Standards.

(1) Basic Requirements. Tenant agrees that, with respect to any construction at or on the Premises of Reimbursable Building Improvements, for which Tenant is to receive a credit against rent in accordance with Section 4.03, Tenant (and its contractors and subcontractors) shall comply with the then current Public Work Prevailing Wage Requirements, as the same may be amended from time-to-time (collectively, the "Prevailing Wage Requirements").

(2) Additional Prevailing Wage Provisions. The following provisions of this Section apply only if, and to the extent that, the Prevailing Wage Requirements are applicable:

(a) The Prevailing Wage Requirements shall apply to the employees of any employer including Tenant and any Tenant's contractor(s) or subcontractor(s), including their successors and assignees, but shall not apply to supervisory or managerial personnel or to persons employed in the operation or maintenance of the Premises.

(b) Tenant shall cause the provisions of this Section to be incorporated into each contract and subcontract for each Tenant contractor and subcontractor which would be subject to this Section. In the event the provisions are not so incorporated, Tenant shall be liable to the worker in any action for the difference between the prevailing wage rate required to be paid under the Prevailing Wage Requirements and the amount actually paid to the worker, including costs and attorney fees, as if Tenant were the actual employer.

(c) Nothing in this Lease shall prevent the employment of any number of properly registered apprentices, as defined in Chapter 4, Division 3 of the California Labor Code. Every such apprentice shall be paid not less than the standard wage paid to apprentices under the regulations of the crafts or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is in training. Tenant and Tenant's contractors and subcontractors shall be responsible for complying with Section 1777.5 of the California Labor Code concerning apprenticeable occupations, with respect to all work covered by that section.

(d) Tenant agrees that to the extent that Tenant and its contractors and subcontractors are required to comply with the Prevailing Wage Requirements, Tenant shall assure that all workers are paid the prevailing rate of per diem wages, and travel and subsistence payments (defined in applicable collective bargaining agreements filed in accordance with the California Labor Code), in effect at the time the work is performed. Copies of the applicable prevailing rate of per diem wages are on file at the City's Building Division office and will be made available to any interested party on request. Tenant agrees to post a copy of the prevailing rate of per diem wages at the leased Premises.

(e) Except where the context otherwise requires, the definitions of terms and phrases contained in the California prevailing wage law, Sections 1720 et seq. of the California Labor Code, and in the implementing administrative regulations, shall apply to the same terms and phrases which are used in the Prevailing Wage Requirements of this Section 9.07.

(f) In the event a civil wage and penalty assessment is served by the Labor Commissioner, acting through the Division of Labor Standards Enforcement, on the City, the Tenant, or any contractor or subcontractor of the Tenant, as a result of the failure of Tenant or any of its contractors or subcontractors to comply with this Section 9.07, Tenant shall withhold from amounts due to the contractor or subcontractor sufficient funds to satisfy the assessment and, if the assessment becomes final, Tenant shall pay as a penalty to the City the amount determined by the Labor Commissioner in accordance with California Labor Code §1775,as the penalty assessment payable for each worker for each day, or portion thereof, such worker was paid less than the applicable prevailing wage rates for such work or craft in which such worker was employed. Further, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Tenant or by Tenant's contractor or subcontractor. Tenant, and each affected contractor and subcontractor, shall have the right to request a review by the Labor Commissioner of the civil wage and penalty assessment served by the Labor Commissioner by transmitting a written request for review to the Labor Commissioner within sixty (60) days after service of the assessment, and Tenant and its contractors and subcontractors shall not be obligated to pay the civil wage and penalty assessment to the City until a final written decision affirming, modifying or dismissing the assessment is issued by the Labor Commissioner.

(g) The prevailing wage requirements of this Section 9.07 will be monitored and enforced by the City's Building Division. In addition to any other rights provided by California law to recover compensation, a worker that has been paid less than the prevailing wage rates shall have a right to commence an action or proceeding against the employer of the worker for the difference between the prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which the worker was paid less than the compensation required to be paid under the provisions of this subsection. No issue other than that of the liability of the employer for the amount of unpaid wages allegedly due shall be determined in such action or proceeding, and the burden shall be on the employer to establish that the amounts demanded are not due. A worker recovering any or all of the wages claimed to be due shall recover his costs and attorney fees in securing such recovery. Nothing in this Section shall preclude its enforcement by the California Division of Labor Standards Enforcement.

(h) Tenant agrees to keep or cause to be kept by each contractor and subcontractor an accurate payroll record for each worker employed on work covered by this Section showing all of the information specified in subsection (a) of Section 1776 of the California Labor Code. All such payroll records shall be certified, available for inspection and filed in accordance with the procedures specified in subsections (b)-(e) inclusive of Section 1776 of the California Labor Code. In addition, copies of such certified payroll records shall be filed with the City within a reasonable time not to exceed thirty (30) days from close of payroll by the respective employer. In the event Tenant or its contractor or subcontractor fails to make the certified payroll records

available for inspection within ten (10) days of a written request made by the Labor Commissioner, acting through the Division of Labor Standards Enforcement, and a penalty assessment is served or levied by the Labor Commissioner arising out of such failure, Tenant shall forfeit as a penalty to the City the penalty per calendar day, or portion thereof, for each worker determined in accordance with California Labor Code §1776, not otherwise paid to the City by the contractor or subcontractor who failed to comply with California Labor Code §1776. In accordance with California Labor Code §1813, in the event Tenant or its contractor or subcontractor requires or permits a worker to work in violation of California Labor Code Division, 2, Part 7, Chapter 1, Article 3 (payment for work in excess of eight hours in one calendar day and forty hours in one calendar week), Tenant shall forfeit as a penalty to the City the sum of Twenty-five Dollars ($25.00) for each worker so employed, provided such penalty is not otherwise collected from the contractor or subcontractor who permitted its worker(s) to work in violation of such California Labor Code provisions..

(i) It is understood and agreed that all documents that Tenant is required to submit to or file with the City under this Section shall constitute public records that shall be available to any member of the public for review or copying in accordance with the California Public Records Act.

(j) In the event of repetitive breach of the requirements of this Section by Tenant, the City shall be entitled, in addition to all other remedies hereunder for breach of this Lease, to appoint at Tenant's expense a special monitor to oversee Tenant's compliance. Fees for said special monitor shall be billed to Tenant, which fees Tenant agrees to pay as Additional Rent within ten days after Tenant's receipt of such bill.

(k) Tenant shall indemnify, defend (with counsel approved by the City) and hold the City, its officers, officials, employees, and agents harmless from and against all claims which directly or indirectly in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in the construction of the Reimbursable Building Improvements, the failure to comply with any state or federal labor laws, regulations or standards in connection with the Lease, including but not limited to the Prevailing Wage Laws, or any act or omission of Tenant related to this Lease with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims. It is further agreed that City does not and will not waive any rights against Tenant that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or deposit by Tenant to City of any of the insurance policies described in this Lease. The provisions of this subsection survive the expiration or earlier termination of this Lease. The indemnification obligations of Tenant as set forth in this section shall not apply to claims arising from the gross negligence or willful misconduct of the City, its officials, officers, employees or agents.

9.08 Security Concerning Reimbursable Building Improvements – Performance and Labor and Material Bonds. Before the commencement of any construction work hereunder for the Reimbursable Building Improvements, the City will require that Tenant, or its contractors, at no cost or expense to the City, furnish to the City the following security concerning Reimbursable Building Improvements to be constructed by or on behalf of Tenant and covering any obligation of Tenant under the Prevailing Wage requirements provisions of this Lease:

(a) Performance Bond. A bond in cash, or securities satisfactory to the City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to the City, in a sum of not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of the Reimbursable Building Improvements) for the proposed Reimbursable Building Improvements, payable to the City and conditioned upon full, faithful and satisfactory performance by Tenant its contractor(s) of the such Reimbursable Building Improvements within the period of time specified in the construction schedule. Upon Tenant's or its contractor(s) full, faithful and satisfactory performance and completion of the such Reimbursable Building Improvements, said bond shall be cancelled or returned to Tenant or contractor, as the case may be; otherwise, such part of the amount of the bond as shall be required to complete such Reimbursable Building Improvements shall be payable to or retained by the City, as the case may be. In the event that said bond shall be in cash, the City shall have the right to invest and reinvest the same as it shall see fit, and any interest earned thereon during the time it is so held by the City shall accrue to and belong to the City, and Tenant or contractor shall have no interest in or claim thereto.

(b) Labor and Material Bond. A bond in cash or securities satisfactory to the City in its sole discretion, or issued by a surety company licensed to transact business in the State of California and satisfactory to the City with Tenant's contractor(s), as principal(s), in a sum not less than 100% of any construction contract (or in the event Tenant serves as its own general contractor, 100% of the anticipated construction costs of the Reimbursable Building Improvements) for the proposed Reimbursable Building Improvements as such costs are set forth in the estimated Reimbursable Building Improvement completion costs, guaranteeing the payment for all materials, provisions, provender, supplies and equipment used in, upon, for or about the performance of said work or labor done thereon of any kind whatsoever and protecting the City from any liability, losses or damages arising therefrom.

(c) General. In the event and to the extent that Tenant obtains from Tenant's contractor(s) the bonds required hereunder which are satisfactory to the City, the City, upon application by Tenant and upon naming the City as an additional obligee of Tenant's principal and surety under such bond or bonds, shall release Tenant from and consent to the cancellation of the bond or bonds originally furnished by Tenant. It is understood and agreed that any bond which, as to the City as obligee, is conditioned upon Tenant making all necessary payments to the contractor shall not be satisfactory to the City. A combination performance and labor and material bond shall satisfy the foregoing requirements of this Section.

9.09 No Right to Demolish. Notwithstanding any other provisions of this Article, Tenant has no right to demolish the Reimbursable Building Improvements, once built, or to remove any improvements, equipment or items financed by the City, in whole or in part, unless Tenant has received the prior written approval of the City.

9.10 Accounting for Reimbursable Building Improvements; Final Agreed Tenant Allowance; Title to Reimbursable Building Improvements. Tenant and its contractors and agents shall maintain records and receipts of all costs incurred by Tenant with respect to the Reimbursable Building Improvements. Tenant shall provide to the City a copy of all such records and receipts, and such records, once in the possession of the City, shall constitute public records. The final agreed Tenant Allowance shall be determined within 90 days of issuance the Certificate of Occupancy and shall be in an amount equal to the final cost to the Tenant of the Reimbursable Building Improvements, as supported by records and receipts required by this Section 9.10; provided that the Tenant Allowance shall not exceed Six Hundred Thousand Dollars ($600,000). If the Tenant Allowance is less than Six Hundred Thousand Dollars ($600,000) then for the remainder of the Proration Period the monthly rental credit received by the Tenant shall decrease and the monthly rent payable to the City by the Tenant shall increase accordingly. All Reimbursable Building Improvements for which the Tenant receives rental credit as reimbursement for the costs incurred to construct the same in accordance with Section 4.03, shall become the property of the City at such time as their cost has been fully credited against the rent payable by Tenant under this Lease. The remaining Improvements shall become the property of the City upon termination of this Lease.

9.11 Insurance. Before commencing any construction work and during the course of construction, Tenant agrees to obtain, and cause its contractor(s) to be obtain, with a responsible insurance carrier authorized under the laws of the State of California to insure employees against liability for compensation under the Workers Compensation Insurance and Safety Act, compensation insurance covering full liability for compensation under said Act, for any person injured while performing any work or labor incidental to the work in or on the leased Premises. During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance, including installation floater coverage, in a sum equal, from time to time, to the agreed full replacement cost of Buildings 535 prior to completion of the Improvements in the amount of two million eight hundred thousand dollars ($2,800,000) plus the amount to be expended for construction of the Improvements in the estimated amount of one million two hundred thousand dollars ($1,200,000). All risk of loss or damage to the Improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Tenant. The City and Tenant's general contractor, shall be additional named insureds on Tenant's builder's risk and liability insurance.

9.12 Tenant Responsible for Additional Improvement Costs. All costs incurred by Tenant in connection with the construction of the Improvements, including Reimbursable Building Improvement costs in excess of the final, agreed total estimated cost of the Reimbursable Building Improvements provided as an allowance to Tenant, as set forth on Exhibit C attached hereto in according with Section 4.03 of this Lease, shall be the sole

responsibility of Tenant, subject to the City's obligation to provide the credit against monthly rent set forth in Section 4.03 of this Agreement. All costs that are determined to be non-reimbursable under this Lease are the sole responsibility of Tenant.

ARTICLE 10. MAINTENANCE AND REPAIR

10.01 City's Obligation Under this Lease. The City shall be responsible for the following maintenance and repair of leased Premises and appurtenances, unless the condition requiring maintenance or repair is caused by the active negligence or willful misconduct of Tenant or an invitee of Tenant, for the initial and any extended term of this Lease:

(a) Maintaining and repairing all structural elements of Building 535, including, without limitation, the building's exterior walls, surfaces, foundations, and roof supports.

(b) Maintaining the watertight integrity of and painting the exterior walls of Building 535. Upon completion of construction of the new outer wall on the southwest side of Building 535, which replaced the exterior curtain wall, the City will paint the new wall to match the existing building colors.

(c) Maintain, repair, or replace, as needed, roof coverings, gutters and drains, and all skylights.

(d) Maintain and repair all underground and exterior plumbing, drains and utility connections from the boundary of the leased Premises to the exterior of Building 535, including, without limitation, all water lines, sewer connections, storm drains, and electrical conduits.

(e) Maintaining in compliance with applicable laws, regulations and codes, the interior fire alarm system. Any damage to the interior fire alarm system resulting from tenant misuse or negligence shall be repaired or replaced by the Tenant.

(f) Maintain all parking area and surface, and sidewalks on the real property as shown on Exhibit A.

10.02 Tenant's Obligations Under this Lease. Tenant shall be responsible for the following maintenance and repair of Tenant's leased Premises within Building 535, unless the condition requiring maintenance or repair is caused by the active negligence or willful misconduct of City or an agent of the City, for the initial and any extended term of this Lease.

(a) Maintenance, repair or replacement of interior systems and components for the electrical, plumbing, ventilation, and mechanical systems.

(b) Interior and exterior glass, glazing, or doors.

(c) All interior walls, ceiling, floors, bathrooms, plumbing and drains, utility connections and other structures or components, if any.

(d) All air conditioning, ventilation, heating systems and components, if any.

(e) All communication systems and components.

(f) All security alarm systems and components, if any.

(g) Maintenance, sweeping and keeping clear of refuse, regular trash and waste removal.

(h) Landscape maintenance.

(i) Repair any damage to the building structure or components or paved surfaces caused by Tenant or its invitees.

(j) General maintenance and upkeep of the trash enclosure.

(k) Maintain all exterior lighting on the Premises as shown on and described in Exhibit A

10.03 Surrender. On the last day of this Lease, Tenant shall surrender the leased Premises to the City in the same condition as when received on the Commencement Date, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the leased Premises occasioned by the removal of Tenant's trade fixtures, furnishings and equipment which repair shall include the patching and filling of holes and repair of structural damage.

ARTICLE 11. DAMAGE OR DESTRUCTION

11.01 Destruction or Substantial Damage of Premises.

(a) Tenant Obligation to Restore.

(i) If, during the Initial Term or any option period during this Lease, any of the improvements now or hereafter located on the leased Premises are substantially damaged or destroyed by a fire or other casualty (excluding earthquake or flood) , Tenant shall proceed with reasonable diligence to restore the leased Premises substantially to the condition thereof immediately prior to such damage or destruction; provided, however, that Tenant may elect to terminate this Lease by giving written notice of such election to the City prior to commencement of restoration and not later than forty-five(45) days after the date of loss, if either (i) the necessary restoration work would reasonably require a period longer than one hundred fifty (150) business days' to complete and the nature or extent of the damage, destruction or restoration work is such that it will materially prevent Tenant from operating it business on the Premises for such period of time, or (ii) the total cost of the necessary restoration work would reasonably require the expenditure by Tenant of more than twenty-five thousand dollars

($25,000.00), excluding costs covered by insurance proceeds. In no event will City be required to repair or replace Tenant's stock in trade, fixtures, improvements, furniture, furnishings and equipment.

(ii) In the event Tenant makes an election to terminate this Lease because the cost of the necessary restoration work will exceed twenty-five thousand dollars ($25,000) excluding insurance proceeds, then the City, within ten (10) days after receiving the Tenant's notice of termination, may elect to pay the difference between the cost of repairing or restoring the damaged or destroyed improvements in excess of the insurance proceeds and twenty-five thousand dollars ($25,000.00), in which case this Lease shall remain in full force and effect, and Tenant shall proceed with reasonable diligence to restore the Premises.

(iii) In no event will Tenant be required to make repairs for any damage to the Premises caused by the willful acts or negligence of the City or the City's employees, agents, tenants, subtenants, contractors, subcontractors or invitees, which damage is unrelated to the City's willful failure or negligence in maintaining or making repairs to the Premises and appurtenances for which the City is responsible in accordance with Section 10.01 of this Lease, which damage the City shall promptly repair, replace or restore at the City's sole cost and expense.

(b) Damage During Final 18 Months. If any substantial damage or destruction occurs to the leased Premises during the last eighteen (18) months of the Initial Term or any option period and the portion of the cost to repair the damage that is not covered by insurance exceeds fifteen thousand dollars ($15,000.00), Tenant may terminate this Lease upon giving thirty (30) days prior written notice to the City; provided, however, that the City shall have the right to elect to pay the difference between the cost of repairing or restoring the damaged or destroyed improvements in excess of the insurance proceeds, in which case this Lease shall remain in full force and effect, and Tenant shall proceed with reasonable diligence to restore the Premises.

(c) General.

(i) In the event Tenant makes an election to terminate this Lease pursuant to subsection (i) or (ii) of Section 11.01(a) above, and the City does not make an election to contribute towards the costs of repair or restoration as provided in such subsection, this Lease shall terminate. Tenant shall be released thereby without further obligation to the City upon surrender of possession of the leased Premises to restore or repair the Premises, provided that Tenant shall remit to the City all proceeds of insurance payable to Tenant for the restoration and repair of the Premises, excepting proceeds payable with respect to the restoration of Tenant's trade fixtures, equipment or other personal property. Upon any termination of this Lease under this Article, the City and Tenant shall be released thereby without further obligation to each other, except for obligations which have theretofore accrued and are then unpaid or unperformed or as otherwise survive the termination of this Lease as set forth herein.

(ii) In the event that restoration is made pursuant to this Article, this Lease shall remain in full force and effect. In the event the damage or destruction to the leased Premises or Building 535, or the repairs thereto, materially prevents Tenant from operating its

business in all or any part of the leased Premises, Tenant shall be entitled to a proportionate reduction of monthly rent during the time that said damage or destruction or the repairs thereto interferes with Tenant's business operations and Tenant's loss of business income is not covered by Tenant's business interruption insurance (not taking into consideration any deductibles payable thereunder). Tenant's rent abatement shall be computed based upon the extent to which such damage or destruction interferes with Tenant's ability to generate revenues from its operations as shall be agreed by Landlord and Tenant. Should any dispute arise over the reduction of rent to which Tenant is entitled, such dispute shall be resolved according to the provisions of section 17.04 of this Lease. If the damage or destruction shall materially interfere with Tenant's business operations for a period in excess of twelve (12) months following the date of loss, after which period Tenant's business losses are not covered by Tenant's business interruption insurance, the City shall have the right to terminate this Lease upon notice to Tenant.

(d) Indemnification by City. During the Initial Term, and any option period, the City will indemnify and reimburse Tenant for all property damage, loss, cost, or expense suffered by Tenant to the extent the same arises out of the City's willful failure or negligence in maintaining or making repairs to the Premises and appurtenances for which the City is responsible in accordance with Section 10.01 of this Lease.

11.02 Waiver. Except as otherwise specifically provided in this section, Tenant specifically waives the provisions of §§1932 and 1933 of the California Civil Code with respect to the termination of the hiring of a thing by virtue of the perishing or destruction of the thing being hired.

ARTICLE 12. UTILITIES

12.01 Provision of Utilities. Tenant shall have the right to use the utility service facilities serving the Premises at the commencement of the early possession period under this Lease. The City will use its best efforts to continue all utility services as they presently exist, but it cannot and does not guarantee that there will be no interruptions of service, and Tenant hereby waives any rights or claims it may have resulting from temporary interruptions of service, except any claims arising out of the sole negligence or willful misconduct of the City. To the extent it has knowledge the City will provide notice of any work scheduled which may interrupt the utility service to the leased Premises. If the City is unable to provide utility service facilities due to the imposition of any limit on consumption or any limit on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or services by law or regulation, it shall have no obligation hereunder.

12.02 Payment of Utilities. Tenant agrees, upon commencement of the early possession period to contract for, and pay directly to the utility providers, 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 serving the Premises through existing lines and connections 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 see Section 4.07) the amounts so disbursed, plus interest at the rate of 10% per annum.

12.03 Telephone/Internet Connectivity. Tenant shall be responsible for providing and paying directly to the provider for telephone and internet connection and service to the Premises.

12.04 Garbage/Trash Collection. Tenant agrees, upon entering into occupancy of the leased Premises, to contract and pay for garbage and trash collection and removal services. Tenant shall arrange and pay for the disposal of all hazardous waste in accordance with all applicable local, state and federal laws and regulations. In the event Tenant fails to pay any bill when due, the City may, at its option, pay the same and collect from Tenant's performance deposit (see Section 4.07) the amounts so disbursed, plus interest at the rate of 10% per annum.

12.05 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 at the Airport which are now or may be promulgated by a local public or private utility provider or regulator having jurisdiction over activities or utility services at the Airport, including, but not limited to, the Fort Ord Reuse Authority, Monterey Regional Water Pollution Control Agency, Marina Coast Water District, Pacific Gas & Electric Company and the Monterey Bay Unified Air Pollution Control District, and the Monterey County Water Resources Agency.

ARTICLE 13. INSURANCE & INDEMNIFICATION

13.01 Insurance to be Provided by the Tenant. Except as otherwise provided herein, the Tenant shall obtain the following insurance coverage, endorsed to name the City as an additional insured (as set forth below), and maintain same continuously in effect commencing as of the date Tenant accepts early possession for the Premises for purposes of completing the Improvements (see sec. 1.05) and at all times during the term of this Lease:

(a) Commercial General Liability Insurance. Tenant shall maintain (primary) commercial general liability insurance, including coverage for bodily injury and property damage on a form acceptable to the City's Risk Manager, including premises and operations liability, blanket contractual liability, broad form property damage, including completed personal and advertising injury liability, and products and completed operations coverage. Policy limits shall be no less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. The City shall be added as an additional insured on a form approved by the City's Risk Manager. 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 employee or agent of the City and must include a severability of interest (cross liability) provision, that is, it shall act as though a separate policy were written for each insured and additional insured named in the policy.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

(b) Business Auto Coverage. If Tenant uses or causes to be used vehicles in connection with its use of the leased Premises, it shall obtain comprehensive or business automobile liability insurance with limits not less than one million dollars($1,000.000) each occurrence combined single limit for bodily injury and property damage, including owned, non-owned and hired vehicles. Coverage shall be written on a form approved by the City's Risk Manager. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to any umbrella policy required above for a total limit of no less than two million dollars ($2,000,000) per each accident.

(c) Umbrella Liability Insurance. Tenant shall maintain (over primary) umbrella liability insurance coverage covering bodily injury/property damage, personal injury, contractual and products and completed operations at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum twenty-five thousand dollar($25,000.00) self-insured retention for liability not covered by primary policies but covered by the umbrella policy. 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 and no contractor's limitation endorsement. Policy limits shall be not less than two million dollars ($2,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.

(d) Workers' Compensation/Employer's Liability. Tenant shall maintain workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. . The City acknowledges that neither it nor the Airport Commission can be named as an additional insured on such policy.

(e) Business Interruption Insurance. Commencing as of the Commencement Date, Tenant shall obtain and maintain loss of business income and extra expense insurance coverage written on a special form coverage basis for periods of twelve (12) months in amounts as will reimburse Tenant for loss of business income.

13.02 Fire Insurance. Commencing as of the Commencement Date, Tenant shall obtain and maintain continuously in effect at all times during the term of this Lease, the following insurance coverage:

(a) Fire and extended coverage insurance (excluding smoke pollution, or damage occasioned by earthquake or flood) in the amount of the agreed full replacement cost of the structures and fixed improvements located on the Premises (i.e. Building 535, and related fixed improvements) in the amount of four million dollars ($4,000,000) with deductibles to be paid by Tenant for insured losses, in an amount not to exceed twenty thousand dollars ($20,000). The proceeds of any such insurance shall be used for rebuilding or repairing the improvements on the leased Premises, subject to the provisions of Article 11 of this Lease. The City shall be an additional named insured on Tenant's fire and extended coverage insurance.

(b) Tenant shall reimburse the City for the full cost, if any, of any additional insurance premiums required by City's insurer due solely to any hazardous activities conducted by Tenant on the leased Premises.

(c) Tenant hereby agrees to maintain, at its own cost and expense, during the entire term of this Lease or as said term may be extended by any option period, a policy or policies of insurance against loss or damage upon its furnishings, fixtures, inventory, personal property and equipment. A certificate or certificates of Tenant's current insurance coverage must be filed with the City's Risk Manager.

13.03 Tenant and the City further agree as follows:

(a) These provisions and this Article supersede 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.

(b) The insurance requirements set forth in this Article are intended to be separate and distinct from any other provision in this Lease and shall be interpreted as such.

(c) 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. Nothing contained in this Article is to be construed as affecting or altering the legal status of the parties to this Lease.

(d) Requirements of specific coverage features or limits contained in this Article 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.

(e) 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 and Tenant's employees, or agents, from waiving the right of subrogation prior to a loss. Tenant hereby waives its right or subrogation against the City and the City hereby waives its right of subrogation as against Tenant. Each party hereto shall cause each insurance policy obtained by it to provide that the insurance company waives the right of recovery by way of subrogation against the other party in connection with any damage covered by any policy.

(f) Unless otherwise approved by the City, Tenant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these requirements.

(g) In the event any policy of insurance required under this Lease does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain insurance it deems necessary and any premium paid by City will be promptly reimbursed by Tenant.

(h) Tenant agrees to provide evidence of the insurance required herein, satisfactory to the City prior to taking any steps in furtherance of this Lease and annually upon renewal of the Tenant's business license, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Tenant's general liability and umbrella policies using a form approved by the City Risk Manager. Certificate(s) are to reflect that the insurer will provide thirty 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 certified copies of policies to City within ten days of City's request for said copies.

(i) 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 within 72 hours of the expiration of the coverages.

(j) 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.

(k) Tenant agrees to require all contractors, subcontractors or other parties hired to perform any of Tenant's obligations under this Lease including construction related work on the leased Premises, including architects, to provide general liability insurance naming as additional insureds all parties to this Lease. Tenant agrees to obtain certificates evidencing such coverage and naming as additional insureds all parties to this Lease. Tenant agrees to require that no contract used by any contractor or subcontractor, 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 or subcontractors will be submitted to City for review. Tenant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required. Failure of City to request copies of such agreements will not impose any liability on City, its Council, commissions, officers, employees and agents.

(l) Tenant agrees to provide immediate notice to the City of any claim or loss against Tenant or its contractors or subcontractors that includes the City as a defendant. City assumes no obligation or liability by such notice, but 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.

(m) In the event of any loss that is not insured due to the failure of Tenant to comply with these requirements, Tenant agrees to be responsible for any and all losses, claims, suits damages, defense obligations and liability of any kind suffered by the City, or the City's employees as a result of such failure.

(n) Tenant agrees not to attempt to avoid its defense and indemnity obligations to the City and its Council, commissions, boards, employees, agents, officials and servants by using as a defense Tenant's statutory immunity under workers compensation and similar statutes.

(o) Tenant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between the Tenant and the City or between the City and any other insured or named insured under the policy, or between City.

(p) Coverage will not be limited to the specific location or individual or entity designated as the address of the leased Premises.

13.04 Approval of Insurance Coverage. Upon execution of this Lease, a copy of the insurance policy or policies required herein or, in lieu thereof, the face page of such policy or policies and any endorsements which limit or otherwise affect the coverage provided therein shall be delivered by Tenant to the City Manager, or his or her designee, for approval as to form and sufficiency. When such insurance policy or policies have been so approved, Tenant may substitute for same a certificate of insurance issued by the respective insurance company or companies certifying that such insurance policies are in full force and effect and that all liabilities arising out of this lease or Tenant's possession and use of the leased Premises are covered by such insurance policy or policies and a current copy of such certificate shall be provided to the City annually upon renewal of Tenant's business license. Notwithstanding any provisions to the contrary contained herein, Tenant shall not have the right to take possession of the leased Premises until such insurance policy or policies are filed with and approved by the City Risk Manager.

13.05 Review of Insurance Coverage. City shall have the right, at any time during the term of this Lease, to review the type, form and coverage limits of the insurance requirements. If in the reasonable 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 using the Airport, the City may require Tenant to maintain insurance sufficient to provide such adequate protection. Insurance requirements shall be applied uniformly to all tenants engaged in similar-type operations at the Airport, and such requirements shall be consistent with industry standards. The 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 shall be in default. The procuring of such policy of insurance shall 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 Lease; 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 negligent act or omission of Tenant.

13.06 Indemnification. Tenant and the City agree that City, its Council, 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 matters set forth below.

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 Lease in the absence of the commitment from Tenant to indemnify and protect City as set forth here.

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, actual attorney fees incurred by 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 (i) the intentional act or negligence of Tenant or Tenant's employees, agents, contractors, subcontractors or invitees, (ii) any breach or default in performance of any obligation to be performed by Tenant under this Lease, or (iii) the occupancy of the Premises by Tenant and the operation of Tenant's business thereon. All obligations under this provision are to be paid by Tenant upon receipt of notice by Tenant from the City that the City has suffered or incurred the same.

Without affecting the rights of the City under any provision of this Lease or this section, Tenant shall not be required to indemnify, defend or hold harmless City as set forth above to the extent liability is attributable to the sole negligence, gross negligence or willful misconduct of City, or officers, employees, agents, contractors, subcontractors, tenants, subtenants or volunteers of the City, provided such 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 or grossly negligent or to have engaged in willful misconduct and not in instances where Tenant is solely or partially at fault, or in instances where City's fault account for only a percentage of the liability involved. In those instances, the obligation of Tenant will be for that portion of the liability not attributable to the City's sole or gross negligence or willful misconduct.

Notwithstanding the above, or anything in the Lease, the City shall not in any event, including, without limitation, the sole or gross negligence or willful misconduct of the City or any person for whom it is responsible in law, be in any way liable or responsible to the Tenant for any consequential, indirect, special, punitive or incidental loss, injury or damages of any nature whatsoever (including, without limitation, loss of income or revenue or business interruption) that may be suffered or sustained by the Tenant or its representatives, customers or any other person for whom the Tenant is responsible in law.

Tenant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Article from any assignee, contractor, subcontractor or any other person or entity involved by, for, with or on behalf of Tenant in the performance of Tenant's obligations under this Lease. In the event Tenant fails to obtain such indemnity from such third parties, as required here, Tenant agrees to be fully responsible according to the terms of this section.

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 City as set forth herein is binding on the successors and assigns of Tenant and shall survive the termination of this Lease or this Article.

ARTICLE 14. LIENS & CLAIMS

14.01 Liens and Claims. Tenant shall not suffer or permit to be enforced against the City's title to the leased Premises, 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).

14.02 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; and 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.

14.03 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 said Premises and the buildings and improvements thereon, or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this Lease, Tenant or its authorized encumbrancers, if any, 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 authorized encumbrancers within said thirty(30) day period, not pay and discharge said lien, claim or demand, or not provide said security to City, then City may, 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 judgment thereon, and all costs, expenses and other sums incurred or paid by City in connection therewith shall 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 shall constitute a breach of the covenants and conditions of this Lease.

ARTICLE 15. TRANSFERS & ENCUMBRANCES

15.01 Sales, Assignments, Transfers, Subleases, and Encumbrances. Tenant shall not sell, assign, transfer, or encumber this Lease, any interest of Tenant in and to the leased Premises, nor sublease the leased Premises, in whole or in part, except with the prior written consent of City, which consent shall not be unreasonably withheld or delayed. Neither shall this

Lease, nor any interest of Tenant in and to the leased Premises be subject to an involuntary sale, assignment or transfer, or sale, assignment or transfer by operation of law in any manner whatsoever. Any such sale, assignment, transfer, encumbrance or sublease, without the prior written consent of the City, whether voluntary or involuntary shall be void and of no effect and shall be a default which entitles City to terminate this Lease, Tenant's rights in and to the leased Premises, in the manner hereinafter provided by this Lease.

Notwithstanding anything to the contrary set forth herein, Tenant may grant a security interest to its lender in Tenant's equipment, trade fixtures, and other fixtures which are a part of the Improvements for which title is vested in the Tenant without the consent of the City to secure the Tenant Improvement Loan, as contemplated by Section 9.03 of this Lease; provided, however, that Tenant shall remain liable hereunder for the payment of all monthly rent and the performance of all obligations of Tenant under this Lease; and (ii) Tenant or its lender shall have no right to remove any of the Improvements other than Tenant's equipment, trade fixtures, other fixtures which are a part of the Improvements constructed by Tenant for which title is vested in the Tenant and which can be disengaged without materially damaging the premises. The City shall cooperate with Tenant in the securing of the Tenant Improvement Loan but shall not be required to execute any documents in connection with the loan.

15.02 Tenant Affiliate. Notwithstanding the provisions of §15.01, Tenant may assign the Premises with the City's consent to any corporation which controls, is controlled by or is under common control with the Tenant, or to any corporation resulting from the merger or consolidation with Tenant, or to any person or entity which acquires substantially all of the assets of Tenant as a going concern, provided that said assignee assumes, in full, the obligations of Tenant under this Lease. Any such assignment shall not, in any way, affect or limit the liability of Tenant under the terms of this Lease even if after such assignment or subletting the terms of this Lease are materially changed or altered without the consent of the Tenant, the consent of whom shall not be necessary.

15.03 No Release of Tenant. Regardless of City's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary responsibility of Tenant to pay the rent and to perform all other obligations to be performed by Tenant under this Lease, without the express written consent of the City. The acceptance of rent by the City shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, City may proceed directly against Tenant without the necessity of exhausting remedies against said assignee.

ARTICLE 16. HAZARDOUS SUBSTANCES

16.01 Site Assessment and Building Materials Survey. Prior to the execution of this Lease (see Section 8.01), the City obtained, at its expense, a Phase I Environmental Site Assessment and a building materials survey for the presence of asbestos and other hazardous substances and materials within Building 535 and on the Premises. The City has provided to the Tenant the Asbestos Survey Report prepared by the U.S. Army Corps of Engineers for Building 535. (see Section 8.01.) The City shall provide Tenant any documents, drawings and data in its

possession relating to environmental condition of the leased Premises. Tenant and City agree that the City shall have no further obligation under this Lease to remove any hazardous materials in or on Building 535, including any required repairs identified in any study Tenant may choose to undertake after the thirtieth (30th) day following Tenant's acceptance of early possession of the Premises, excepting (i) the City's obligation to repair and replace the roof and to remediate or abate all hazardous substances or materials present in the roofing materials, and (ii) the City's obligation to cure the Remediable Conditions and such other hazardous or dangerous conditions as identified in accordance with Tenant's notice of disapproval provided to the City pursuant to Section 8.02 of this Lease.

16.02 Hazardous Substances. Pursuant to Health and Safety Code §25359.7(b), during the term of the Lease and the early possession period Tenant shall notify City in writing, within a reasonable period of time, of any material release of hazardous substances or materials by Tenant in the soils or groundwater of the Premises or the Airport.

16.03 Removal. Prior to the expiration of this Lease, Tenant shall at its sole expense, remove from the Premises all items of personal property, including but not limited to all flammable substances and hazardous materials and wastes as defined by state or federal law at the time of the expiration of this Lease.

16.04 Inspection of Records. Tenant shall make available for inspection to the City, all records relating to the maintenance, release, mitigation and cleanup for any hazardous substances or materials on the Premises.

16.05 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.

16.06 Notice. Upon execution of this Lease, Tenant shall provide the City Fire Department with a complete list of all hazardous substances used or to be used or stored on the Premises with total quantities of each hazardous substance. Tenant shall notify City of changes in quantity or type within fifteen (15) days of change.

16.07 Right to Inspect. 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.

ARTICLE 17. GENERAL PROVISIONS

17.01 Additional Rules & Regulations. The City Manager shall have the power to establish in writing such additional rules and regulations respecting operation of the Airport as are not inconsistent with provisions of this Lease or any applicable ordinances or laws, providing such rules and regulations are found to be reasonably necessary or desirable by the City Manager for the operation of the Airport or the enforcement of the provisions of this Lease, the provisions

of any and all applicable laws and ordinances, and the preservation of the public peace, health, safety and welfare; and Tenant shall comply with any and all such rules and regulations adopted in writing by the City Manager.

17.02 Compliance with Laws; Permits and Licenses. Tenant's business shall 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 operation of Airports including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135 *et seq.*, and the Unruh Civil Rights Act, California Civil Code Section 51, *et seq.* Similarly, Tenant shall comply with all City ordinance and regulations relating to conduct of construction. Tenant will obtain and pay for any necessary permits, licenses and other consents for the operation of Tenant's business including a City of Marina Business License. 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.

17.03 Independent Status. Tenant is an independent entity from the City. Tenant (and not the City) shall be responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Lease shall be construed as creating a partnership or joint venture between City and Tenant. Neither Tenant, nor its officers, employees, agents, contractors or subcontractors, shall obtain any rights to retirement or other benefits which accrue to City employees.

17.04 Dispute Resolution. The parties agree that if any dispute arises over the interpretation or performance of this Lease, the parties will, prior to filing any claim or suit, 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.

17.05 Confidentiality. To the extent allowed by law, the City shall not disclose Tenant's financial statement or confidential financial information. Tenant acknowledges that the City is a municipal corporation and has limited powers to withhold information from the public.

17.06 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, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonable consulted by the attorneys for the prevailing party.

17.07 Litigation Involving Lease. In the event the City is made a party to any litigation concerning this Lease or the leased Premises by reason of any act or omission of Tenant, Tenant shall hold the City harmless from all loss or liability, including reasonable attorney's fees, incurred by the City in such litigation. In case suit shall be brought for an unlawful detainer of said Premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant or provision herein contained on the part of Tenant to be kept or performed, and the City prevails therein, Tenant shall pay to the City a reasonable attorney's fee, which shall be fixed by the court.

17.08 Bankruptcy and Insolvency. If Tenant shall, at any time during the term of this Lease, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Tenant, or if Tenant shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Tenant shall be appointed in any suit or proceeding brought by or against Tenant, or if Tenant shall make any assignment for the benefit of creditors, then in each and every case, this Lease and the rights and privileges granted hereunder shall immediately cease, terminate and be forfeited and canceled, provided, however, that if Tenant shall, within fifteen (15) days after the filing and service on Tenant of any involuntary petition in bankruptcy or for appointment of a receiver, commence proper proceedings to dismiss or deny the petition or vacate the receivership and shall expeditiously pursue and diligently exhaust all proper remedies toward that end, the bankruptcy or receivership shall not constitute a default until the entry of a final determination adverse to Tenant.

17.09 Eminent Domain. In the event of a total or partial taking of the leased Premises or any interest therein by a public authority under the power of eminent domain, including but not limited to any taking of Tenant's leasehold estate by City under City's power of eminent domain, then this Lease shall terminate as to the part so taken as of the date the condemning authority takes possession (the "Condemnation Date"). If the entire Premises are condemned, this Lease shall automatically terminate as of the Condemnation Date. If as a result of the condemnation of all or any part of the Premises leased by Tenant pursuant hereto (a) the Premises are no longer reasonably suited to the conduct of Tenant's business operations, or (b) the parking spaces available for Tenant's use are no longer sufficient for Tenant's employees and business operations (and the City does not provide alternative accessible parking), then Tenant shall have the right to terminate this Lease. Tenant shall be entitled to pursue any condemnation award to which Tenant is entitled by applicable law.

17.10 Force Majeure; Waiver. Tenant shall 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, terrorism, 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 and fires; 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 inability of Tenant to perform or failure of Tenant to obtain any necessary permits or licenses from other governmental agencies where such failure occurs because Tenant has failed to exercise reasonable diligence.

17.11 Abandonment. Tenant shall not vacate or abandon the leased Premises or any part thereof at any time during the term of this Lease. If Tenant shall abandon, vacate or surrender the leased Premises or be dispossessed by process of law or otherwise, any property belonging to Tenant and left on the leased Premises shall be deemed, at the option of City, to be abandoned. Upon relinquishing possession, Tenant shall be in default of this Lease and City shall be entitled to terminate this Lease and Tenant's rights in and to the leased Premises in the manner hereinafter provided by this Lease.

17.12 Default. Tenant shall be deemed in default under this Lease:

(a) Upon breach of any of the covenants and conditions of this Lease with respect to the sale, assignment, transfer, encumbrance, or subletting of the leased Premises; 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 the period for cure provided for in this Lease.

(b) Upon failure to pay any rent or any other consideration required under this Lease to be paid by Tenant to City within ten (10) days following the date such obligation are due.

(c) Upon failure to provide written evidence of the insurance when due, within fourteen (14) days after being given notice thereof by City.

(d) 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 thirty (30) days after being given written notice thereof by City; provided that, in the event such breach is not susceptible to cure within a thirty (30) period Tenant shall not be in default if Tenant commences to cure such default within such thirty (30) day period and diligently prosecutes such cure to completion.

17.13 Remedies on Default.

(a) City's Right to Terminate Lease. Upon Tenant's default of this Lease, City shall have the right, without further notice, to terminate this Lease as well as Tenant's rights in and to the leased Premises, to enter upon and retake possession of the leased 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 rent to be paid by Tenant under this Lease for the balance of the lease term over the then reasonable rental value of the leased Premises for the same period. For the purposes of this section, City and Tenant agree that the "reasonable rental value" shall be the amount of rent which City can obtain as rent for the balance of the lease term.

(b) City's Right to Repossess, Operate, or Relet the Leased Premises for Tenant's Account. Upon Tenant's default under this Lease, City shall also have the right, without further notice and without terminating this Lease, to enter upon and retake possession of the leased Premises, including all improvements thereon and fixtures appurtenant thereto, by legal proceedings or otherwise, and to take, operate, or relet the same in whole or in part for the account of Tenant at such rental, on such conditions, and to such tenant or tenants as City, in good faith, may deem proper, for a term not exceeding the unexpired period of the full term of

this Lease. City shall receive all proceeds from rent accruing from such operating or reletting of the leased Premises and shall apply the same first to the payment of all costs and expenses incurred by City in the reletting of the leased Premises and any alterations or repairs reasonably necessary to enable City to relet the leased Premises, and then to the payment of all such amounts as may be due or become due under the provisions of this Lease, and the balance remaining, if any, at the expiration of the full term of this Lease or on the sooner termination thereof, by written notice of termination given by City to Tenant, shall be paid over to Tenant. In the event proceeds from rentals received by City under the provisions of this section are insufficient to pay all costs and expenses and all amounts due and becoming due hereunder, Tenant shall pay to City, on demand by City, such deficiency as may from time-to-time occur or exist. Notwithstanding any such operation or reletting without terminating this Lease, City may, at any time thereafter, elect to terminate this Lease in the event that Tenant remains in default hereunder at such time.

(c) City's Right to Perform. Notwithstanding any provisions as to notice of default in this Lease to the contrary, if, in City's judgment, a continuance of any default by Tenant for the full period of the notice otherwise provided for will jeopardize the leased Premises, including any improvements thereon or facilities appurtenant thereto, or the rights of City, City may, without notice, elect to perform those acts in respect of which Tenant is in default at Tenant's expense and Tenant shall thereupon reimburse City, with interest at the rate of 10% per annum, upon thirty days' written notice by City to Tenant.

(d) Other Remedies. All rights, options, and remedies of City contained in this Lease shall be construed and held to be cumulative and not one of them shall be exclusive of the other, and City shall 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.

17.14 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 shall 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.

17.15 City's Right of Entry. Tenant shall permit City and any agents and employees of City to enter in and upon the leased 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 rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the leased Premises thereby occasioned.

17.16 Notices. All notices required or permitted to be given under this Lease shall be in writing and shall be personally delivered or sent by facsimile or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City:	City of Marina City Hall Attention: City Manager 211 Hillcrest Avenue Marina, California 93933 Fax Number: (831) 384-0425
Copy to:	City Attorney City of Marina Law Offices of Robert R. Wellington 857 Cass Street, Suite D Monterey, California 93940 Fax Number: (831) 373-7106
To Tenant:	Light & Motion Industries, Inc. Attention: Mr. Daniel Emerson 300 Cannery Row Monterey, CA 93940 Fax Number: (831) 375-2517
With copy to:	Virginia E. Howard, Esq. Walker & Reed, LLP 215 W. Franklin Street, 5FL Monterey, CA 93940 Fax Number: (831) 649-6805

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 shall be deemed effective on the date personally served or sent by facsimile or, if mailed, three business days from the date such notice is deposited in the United States mail.

17.17 Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within thirty(30) days after execution of this Lease, deliver to the City a certified copy of a resolution of the Board of Directors or said corporation authorizing or ratifying the execution of this Lease.

17.18 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.

17.19 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 shall be more than one Tenant designated in or signatory to this Lease, the obligations hereunder imposed upon Tenant shall be joint and several; and the term "Tenant" as used herein shall refer to each and every of said signatory parties, severally as well a jointly.

17.20 Covenant & Condition. Each term and provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition.

17.21 Time. Time is and shall be of the essence of each term and provision of this Lease.

17.22 Successors and Assigns. All of the covenants, agreements, conditions and undertakings herein contained shall, subject to the provisions as to assignments, apply to and bind the representatives, successors or assigns of all the parties hereto; and all the parties hereto shall be jointly and severally liable hereunder.

17.23 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.

17.24 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.

17.25 Captions. Titles or captions of articles and 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 Lease or the intent of any provision of it.

17.26 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 shall 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.

17.27 Waiver. No waiver of any right or obligation of either party hereto shall be effective unless made in 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 shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

17.28 Counterparts. This Lease may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute one and the same instrument.

17.29 Exhibits Incorporated. All exhibits reference in this Lease and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Lease and any of the terms of any exhibit to the lease, the terms of the Lease shall control the respective duties and liabilities of the parties.

17.30 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.

17.31 Memorandum of Lease. Upon the execution of this Lease, City and Tenant shall execute and record a Memorandum of Lease (the "Memorandum of Lease"), at City's sole cost and expense, in the form attached hereto as Exhibit D.

IN WITNESS WHEREOF, this Lease has been executed by the duly authorized officers or representatives of each of the parties on the date first shown above.

CITY OF MARINA,
a municipal corporation

By: _____
Douglas A. Yount,
Interim City Manager

Dated: 3/25/13

(Pursuant to Resolution 2013-20)

LIGHT & MOTION INDUSTRIES
a California corporation

By: _____
Daniel Emerson, President

Dated: 3-25-13

By: _____
, Secretary

Dated: _____

ATTEST:

_____
Anita Shepherd-Sharp, Acting Deputy City Clerk

APPROVED AS TO FORM:

_____
For the City Attorney

EXHIBIT B

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Monterey

On 3/25/13 (Date) before me, Anita K. Shepherd-Sharp, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Emerson (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

ANITA K. SHEPHERD-SHARP
Commission # 1999054
Notary Public - California
Monterey County
My Comm. Expires Sep 6, 2014

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Marina Municipal Airport Lease

Document Date: March 25, 2013 Number of Pages: _____

Signer(s) Other Than Named Above: Douglas A Yount

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

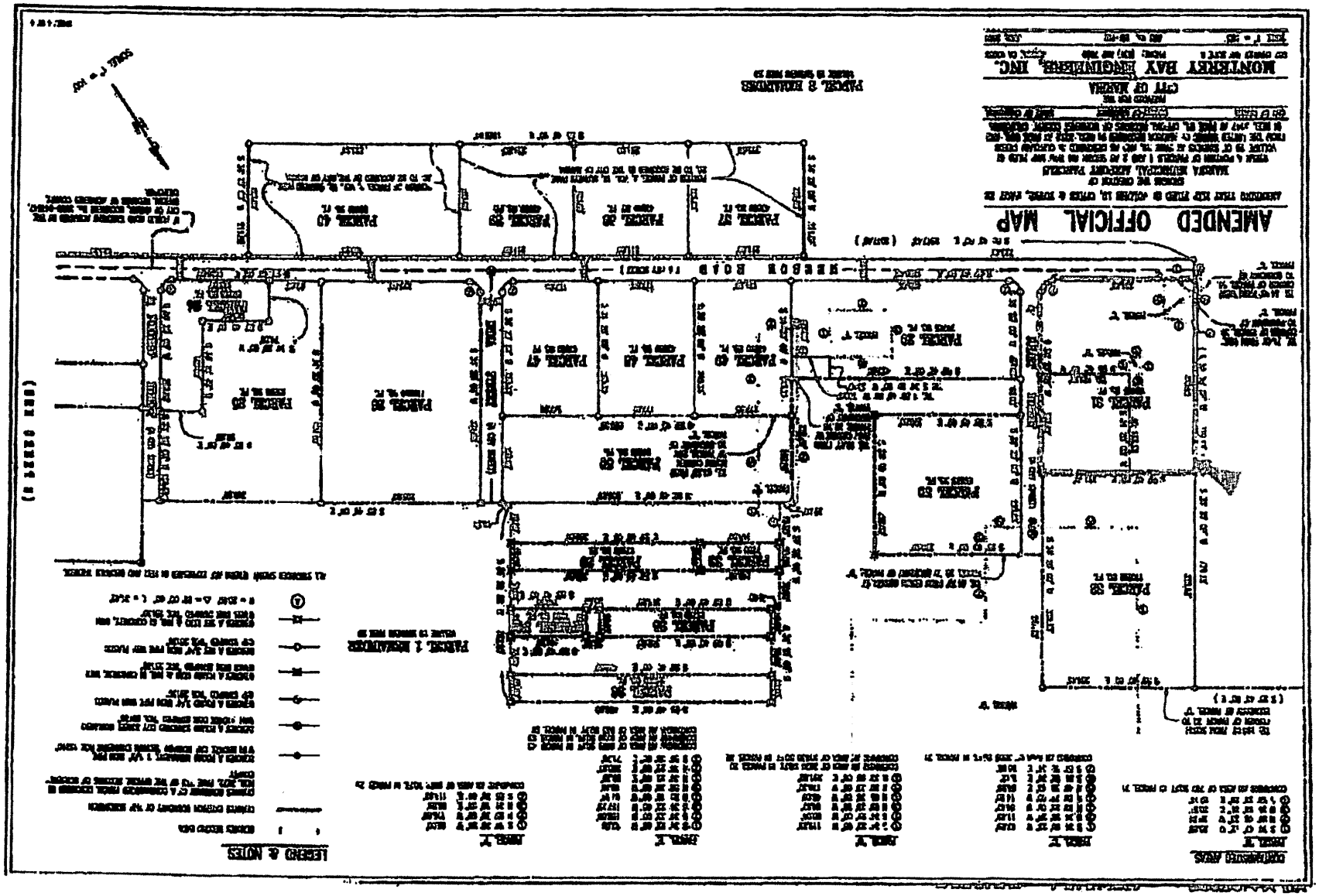
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EXHIBIT A

LEGAL DESCRIPTION

The real property situated in the City of Marina, County of Monterey, State of California, described as Parcel 31, as shown on the Official Map showing the creation of Marina Municipal Airport Parcels recorded on June 17, 1996, in Volume 19 of Cities and Towns, at page 22.

APN: 031-112-025



A-2

Docusign Envelope ID: C035485C-926B-4AE2-9264-A26AE8821FB7

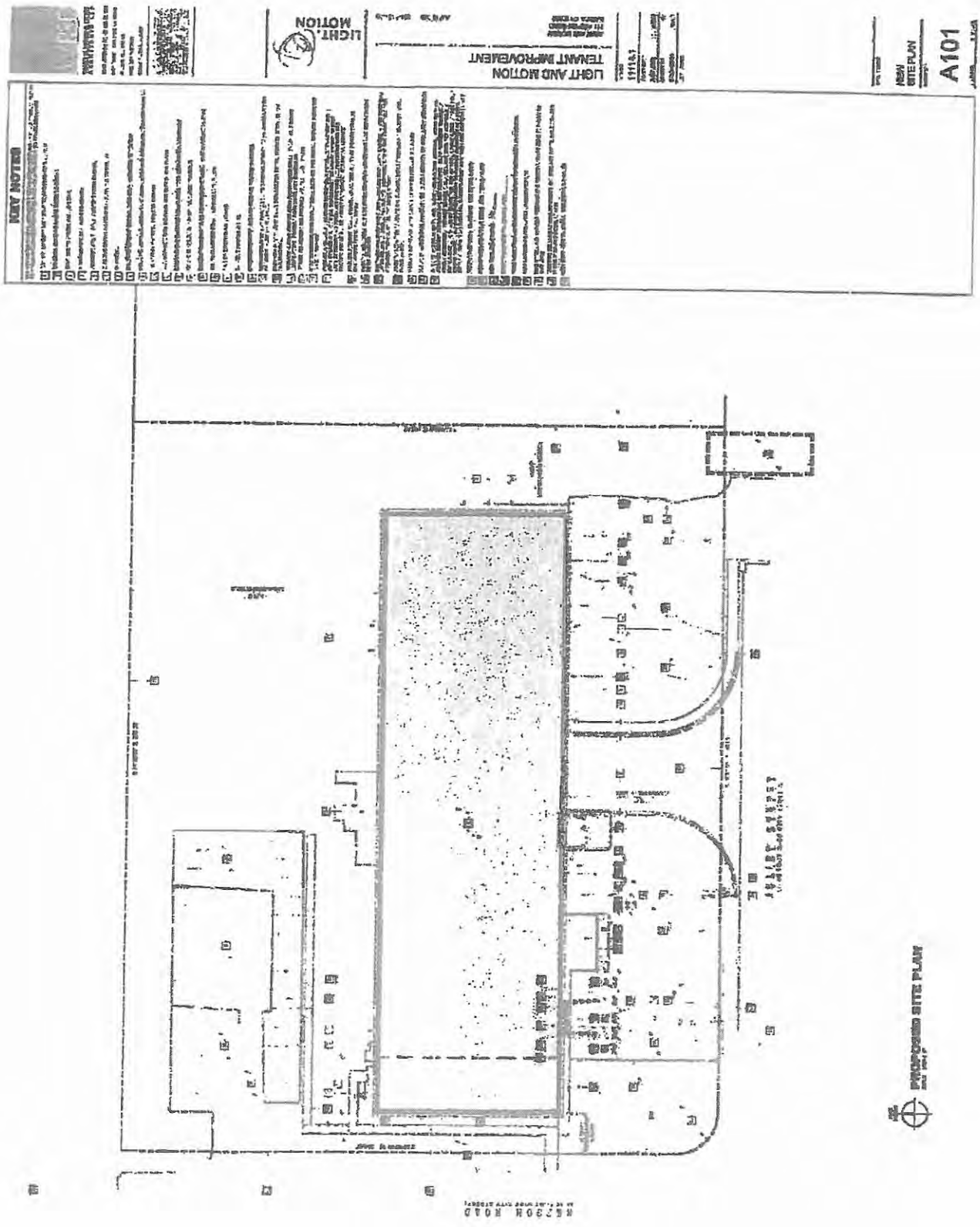

LIGHT AND MOTION
TENANT IMPROVEMENT
LIGHT MOTION
A101
NEW SITE PLAN
KEY NOTES
PROPOSED SITE PLAN
HAZBIN ROAD

EXHIBIT B

Docusign Envelope ID: C035485C-926B-4AE2-9264-A26AE8821FB7

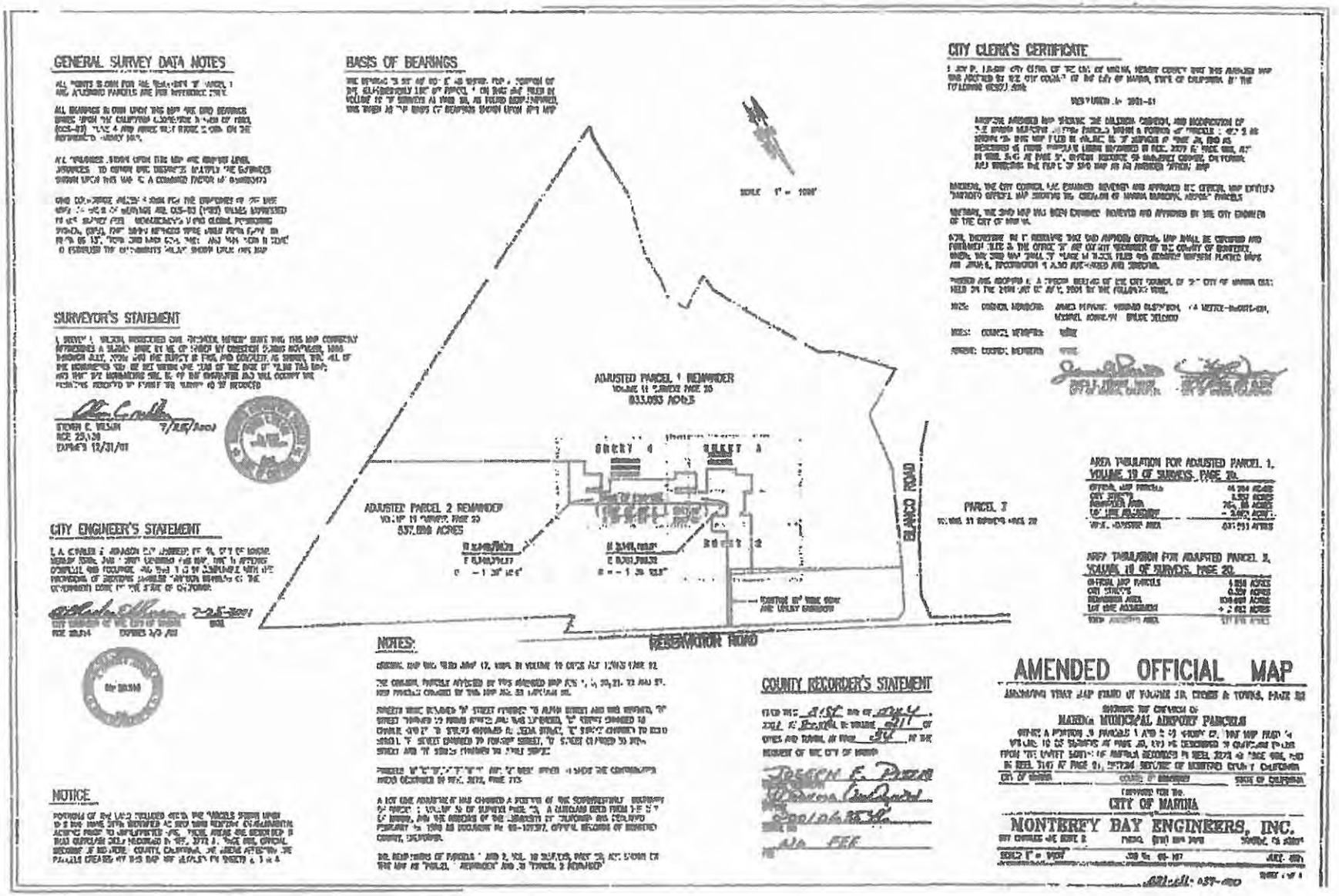


EXHIBIT B

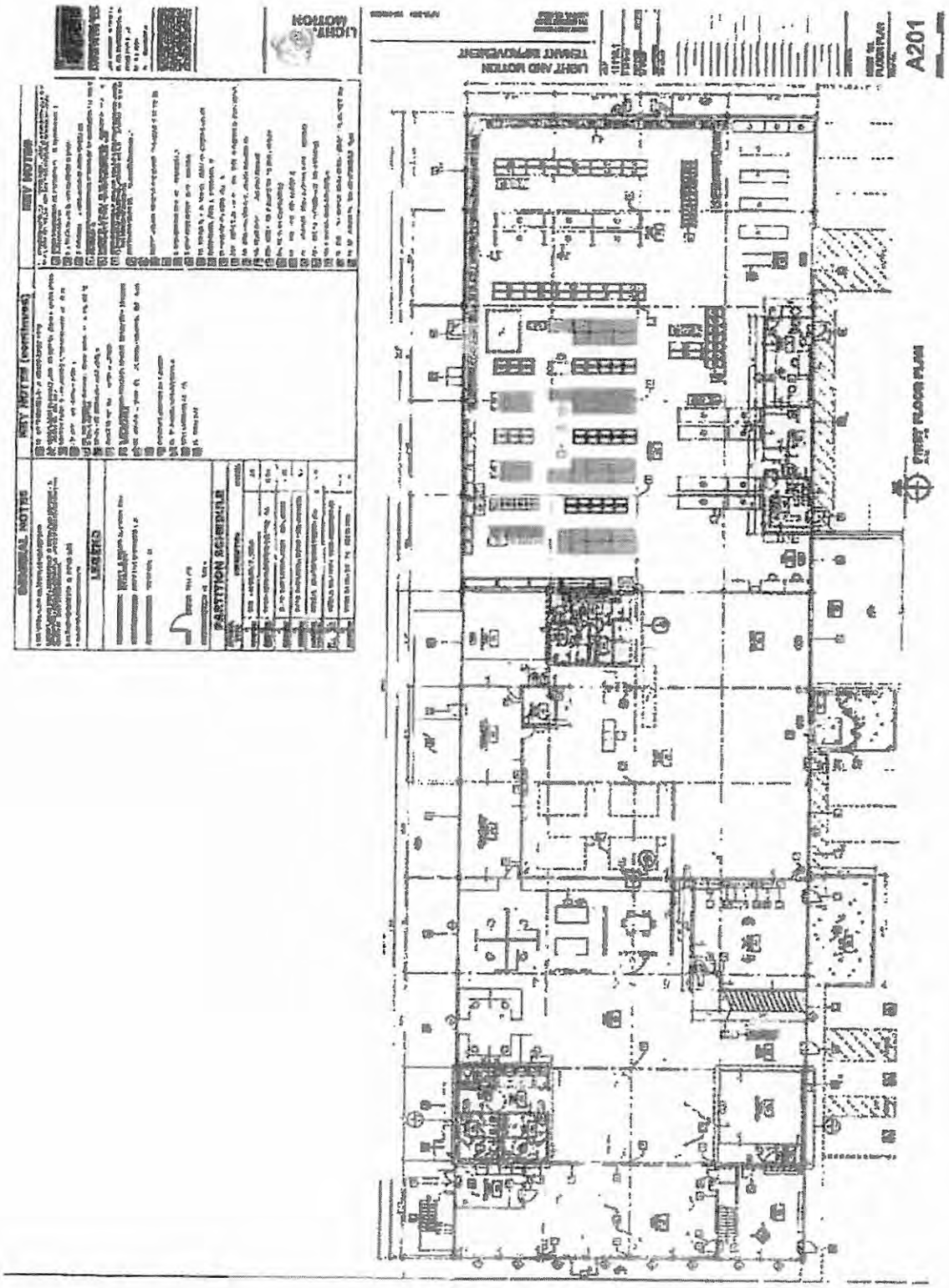
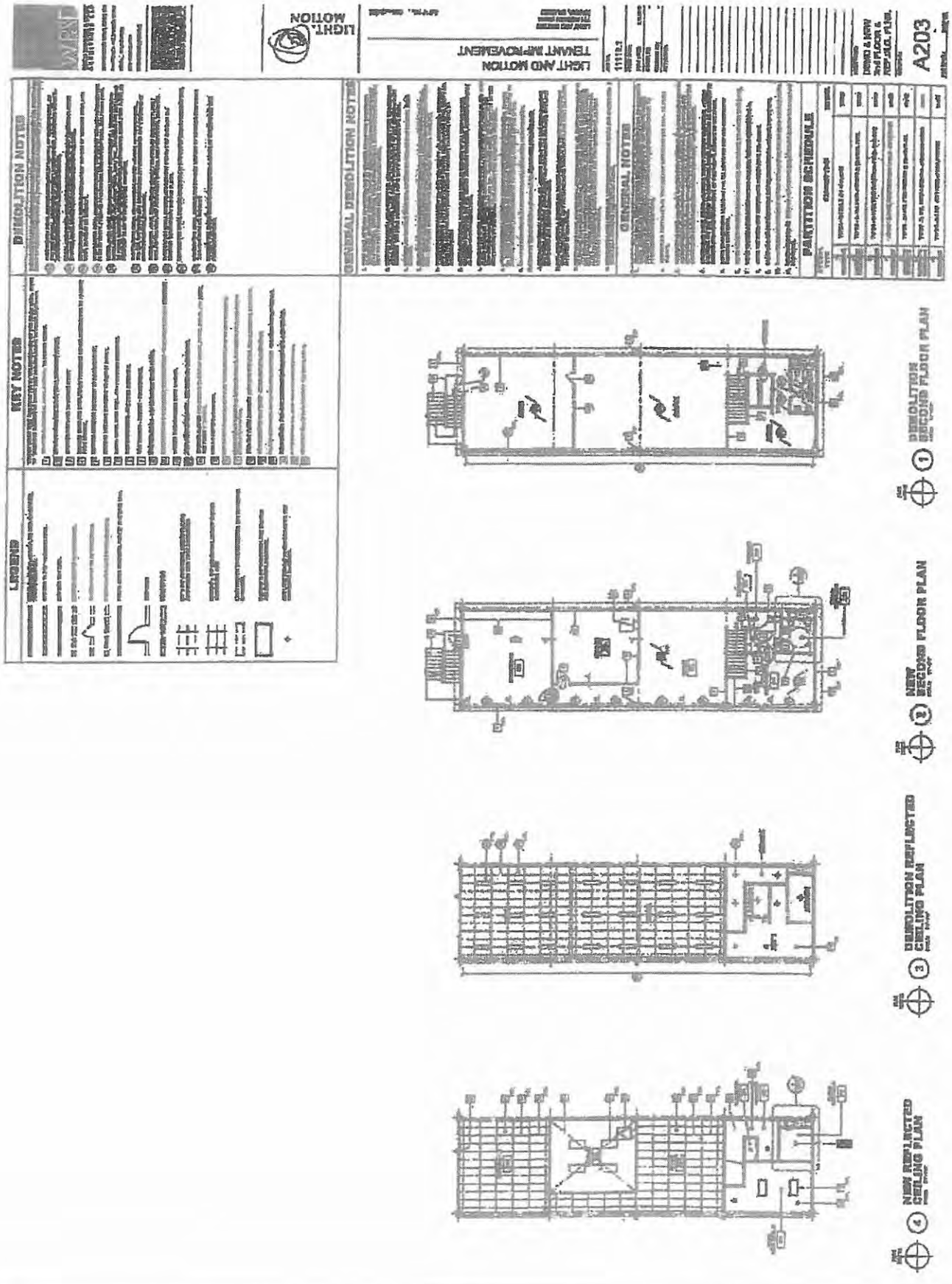


EXHIBIT B


LIGHT AND MOTION
TENANT IMPROVEMENT
A203
GENERAL DEMOLITION NOTES
GENERAL NOTES
PARTITION SCHEDULE
DEMOLITION NOTES
KEY NOTES
LEGEND
① DEMOLITION SECOND FLOOR PLAN
② NEW SECOND FLOOR PLAN
③ DEMOLITION REFLECTED CEILING PLAN
④ NEW REFLECTED CEILING PLAN

DocuSign Envelope ID: C03548SC-9268-4AE2-9264-A26AE8821FB7

EXHIBIT C

Light & Motion Tenant Improvement at 711 Noeson Road, Marina — 8/4/2012

Division	Description	Bid	Revised	Light & Motion	[illegible]		Price / S.F.	L/M	City of Marina
112000	Supervision and coordination	$ 39,997.00	$ 39,997.00	$ 27,297.50	$ [illegible]	1	$ 1.53	70%	30%
131000	General Conditions	$ 7,053.00	$ 7,053.00	$ 4,944.30	$ 2,118.90		$ 0.28	70%	30%
160000	Equipment Rentals & Safety	$ 3,800.00	$ 3,800.00	$ 2,975.00	$ 825.00		$ 0.14	85%	15%
171000	Clean up - progress and final janitorial	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ -		$ 0.46	100%	
171100	SWPPP / Concrete clean out	$ 2,600.00	$ 2,600.00	$ 2,600.00	$ -		$ 0.11	100%	
176000	Printing and copying	$ 500.00	$ 500.00	$ 500.00	$ -		$ 0.02	100%	
181000	Architectural, Design, Survey, Planning	$ -	$ 100,000.00	$ 50,000.00	$ 50,000.00	2	$ -	50%	50%
191000	Permits, fees, plans (allowance)	$ 4,000.00	$ 14,000.00	$ 14,000.00	$ -		$ 0.55	100%	0%
191000	PG&E fees and engineering	$ -	$ -	$ -	$ -		$ -	50%	50%
207000	Demolition	$ 57,981.00	$ 57,981.00	$ 43,470.75	$ 14,623.25		$ 2.28	75%	25%
207510	Sawcutting - Plumbing Trench	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00		$ 0.10	0%	100%
208000	Hazardous Materials Testing	$ -	$ -	$ -	$ -		$ -	Excluded	100%
208000	Haz-Mat Abatement (allowance)	$ 60,000.00	$ 62,500.00	$ -	$ 62,500.00		$ 2.46	0%	100%
220000	Grading, AC paving, Wheelstops and striping, ADA Signage	$ 27,700.00	$ 27,700.00	$ -	$ 27,700.00		$ 1.09	0%	100%
220000	Replace Concrete Sidewalk and required Path-of-Travel upgrades	$ 7,804.00	$ 7,804.00	$ -	$ [illegible]		$ 0.31	0%	100%
272500	Replace Fire Service (Backflow and PIV)	$ -	$ -	$ -	$ -		$ -	Excluded	100%
272500	Replace Water Service (Backflow and meter to building)	$ -	$ -	$ -	$ -		$ -	Excluded	100%
272500	Replace Sewer Service	$ -	$ -	$ -	$ -		$ -	Excluded	100%
272500	Storm Drainage / Rain Leaders	$ -	$ -	$ -	$ -		$ -	Excluded	100%
283000	Chain Link Cage (Shipping Area)	$ 6,414.00	$ 6,414.00	$ 6,414.00	$ -		$ 0.25	100%	
290000	Landscaping and irrigation	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ -		$ 0.33	100%	0%
330000	Structural Concrete (recessed slabs in restrooms)	$ 3,544.00	$ 3,544.00	$ -	$ 3,544.00		$ 0.14	0%	100%
330000	Concrete (plumbing trenches)	$ 3,450.00	$ 3,450.00	$ -	$ 3,450.00		$ 0.14	0%	100%
400000	Masonry - Patio Wall	$ 4,509.00	$ 4,509.00	$ 4,509.00	$ -		$ 0.18	100%	
400000	Masonry Veneer - Patio Wall	$ 11,269.00	$ 11,269.00	$ 11,269.00	$ -		$ 0.44	100%	
512000	Structural Steel (roof supports HVAC units)	$ 3,300.00	$ 3,300.00	$ 3,300.00	$ -		$ 0.13	0%	100%
512000	Structural Steel (roof supports for skylights)	$ 4,400.00	$ 4,400.00	$ 4,400.00	$ -		$ 0.17	100%	0%
512000	Structural Steel (Roll-up door openings)	$ 15,600.00	$ 15,600.00	$ 15,600.00	$ -		$ 0.61	100%	0%
512000	Structural Steel (man-door openings)	$ 2,600.00	$ 2,600.00	$ 1,300.00	$ 1,300.00		$ 0.10	50%	50%
611000	Rough Carpentry (openings for HVAC equipment)	$ 2,050.00	$ 2,050.00	$ 2,050.00	$ -		$ 0.08	100%	0%
611000	Telephone backer board	$ 305.00	$ 305.00	$ 305.00	$ -		$ 0.01	100%	
822000	Cabinets and Millwork - Break Room cabinets and sub-tops	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ -		$ 0.31	100%	
822000	Cabinets and Millwork - solid surface tops in Break Room and Bathrooms	$ 5,700.00	$ 5,700.00	$ 2,850.00	$ 2,850.00		$ 0.22	50%	50%

EXHIBIT B

Light & Motion Tenant Improvement at 711 Neeson Road, Marina — 5/4/2012

Division	Description	Bid	revised	Light & Motion	Price / S.F	L/M	City of Marina
822000	Cabinets and Millwork - sub-top frames at bathrooms	$ 1,020.00	$ 1,020.00	$ -			
720000	Insulation	$ 13,536.00	$ 5,000.00	$ 5,000.00	$ 0.20	100%	
	Roofing (overlay w/ Durolast 50mil)	$ 199,700.00	city responsibility				*
760000	Sheet Metal Downspouts	$ 4,000.00	$ 4,000.00	$ -			
780000	Skylights	$ 4,080.00	$ 4,080.00	$ 4,080.00	$ 0.16	100%	
780000	Caulking	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 0.05	100%	
820000	HM Doors and Door Hardware Material & labor	$ 12,271.00	$ 12,271.00	$ 12,271.00	$ 0.48	100%	
83300	Aluminum Roll-up Door w/ Glass Panels	$ 5,278.00	$ 5,278.00	$ 5,278.00	$ 0.21	100%	
83300	Steel Roll-up Door	$ 3,400.00	$ 3,400.00	$ 3,400.00	$ 0.13	100%	0%
880000	Exterior Curtain Wall Replacement (allowance)	$ 130,000.00	$ 80,000.00	$ -			
880000	Storefront Systems and Doors	$ 14,400.00	$ 14,400.00	$ 14,400.00	$ 0.57	100%	
880000	Bath Mirrors	$ 700.00	$ 700.00	$ -			
925000	Metal Stud Framing & Drywall	$ 46,000.00	$ 46,000.00	$ 46,000.00	$ 1.81	100%	
930000	Stone & Tile (bathrooms)	$ 6,200.00	$ 6,200.00	$ -			
966000	Floor covering (carpet at mezzanine)	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 0.47	100%	
966000	Flooring (clean and seal existing concrete floors)	$ 8,900.00	$ 8,900.00	$ 8,900.00	$ 0.35	100%	
990000	Paint - Paint Interior	$ 22,675.00	$ 22,675.00	$ 22,675.00	$ 0.89	100%	
990000	Paint - Paint Exterior	$ 10,555.00	$ 10,555.00	$ -			**
100000	ADA Signage / Backing / Access Panels / Fire Extinguisher	$ 2,245.00	$ 2,245.00	$ -			
101400	Toilet Partitions	$ 5,800.00	$ 5,800.00	$ -			
102800	Toilet Accessories	$ 2,540.00	$ 2,540.00	$ -			
109000	FRP (Janitor's Room/Shower Room)	$ 1,200.00	$ 1,200.00	$ -			
153000	Fire Sprinklers	$ 6,313.00	$ 6,313.00	$ -			
154000	Plumbing	$ 60,100.00	$ 60,100.00	$ -			
155000	HVAC	$ 98,225.00	$ 98,225.00	$ 98,225.00			
15500	Exhaust Fans / Restrooms	$ 2,500.00	$ 2,500.00	$ -	$ 1.42	100%	0%
[illegible]	Electrical	$ 280,400.00	$ 185,000.00	$ 129,500.00	$ 0.10	0%	100% ***
167201	Fire Alarm	$ 6,500.00	$ 6,500.00	$ -	$ 7.27	70%	30%
	Exterior Lighting	4k per fixture	$ 25,000.00	$ -			
	Trash enclosure		$ 29,000.00	$ -			
167400	Phone & Data	$ -	$ -	$ -	$ 1.10	0%	100%
					$ -	100%	

Subtotal	$ 1,114,419.00	$ 1,017,282.00	$ 327,767.75	$ 66.84	$ 29.78	$ 16.57
Finance interest		$ 105,754.11	$ 53,377.08		50%	50%
finance fees	1%	$ 8,000.00	$ 4,000.00			
Constr management		$ 20,000.00	$ 10,000.00		50%	50%
Insurance	$ 16,716.27	$ 15,259.23	$ 16,259.23	$ 0.60	100%	0%
General Contractor Overhead &	$ 66,865.08	$ 61,036.92	$ 30,622.16	$ 2.40	60%	40%
Profit	6.0%	6.0%	3.0%			
Total	$ 1,197,999.35	$ 1,009,578.15	$ 537,026.15	$ 570,761.07	$ 39.64	$ 26.68	$ 22.42
8% contingency			$ 656,877.56	$ 592,239.63			
new total		$ 1,087,777.36					

1 City to provide rent credit of $600,000 amortized over7 years as initial lease structure, subject to reconciliation of at construction completion in accordance with the Lease.

2 Architectural (including Structural, Mechanical, Electrical, and Plumbing Engineering), Design, Survey and Planning anticipated by architectural bids. The City will NOT participate in either Landscape planning costs or interior design for tenant.

* City to provide in next budget round.
** City to provide with Airport staff.
*** City to cover costs to bring power to Bldg. panel.

EXHIBIT D

WHEN RECORDED RETURN TO:	
Walker & Reed, LLP 215 W. Franklin Street, 5FL Monterey, CA 93940 Attn: Virginia E. Howard, Esq.	SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of March 25, 2013, by and between CITY OF MARINA, a California municipal corporation (the "City"), and LIGHT & MOTION INDUSTRIES, a California corporation ("Light & Motion").

WHEREAS, the City and Light & Motion have entered into a certain Lease dated March 25, 2013 (the "Lease"), relating to that certain real property commonly known as 711 Neeson Road, Marina, California, consisting of APN 031-112-025, in Monterey County, California, and as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises"), and,

WHEREAS, the City and Light & Motion wish to memorialize of record the existence of the Lease, and certain specific terms thereof.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the parties agree as follows:

1. The City and Light & Motion are parties to the Lease pursuant to which the City has demised and leased the Premises to Light & Motion, for an initial term of twenty (20) years, which shall commence upon the earlier of the date Light & Motion commences manufacturing operations on the Premises or the date sixty (60) days after the issuance by the City of Marina of a Certificate of Occupancy for the Premises.

2. Light & Motion has two (2) five (5)-year options to extend the term of the Lease, which options are on the terms and conditions more particularly set forth in the Lease.

3. Reference is made to the Lease for a full statement of the terms and conditions of the Lease, all of which are hereby incorporated by reference.

5. Nothing in this Memorandum shall be construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease, which shall in all things control.

6. This Memorandum and the Lease shall be governed by and construed in accordance with the laws of the State of California

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first written.

THE CITY:

CITY OF MARINA,
a California municipal corporation

By:_____
Douglas A. Yount, Interim City Manager

LIGHT & MOTION:

LIGHT & MOTION INDUSTRIES,
a California corporation

By:_____
Daniel Emerson, President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA §
§
COUNTY OF MONTEREY §

On_____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA §
§
COUNTY OF MONTEREY §

On_____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION

The real property situate in the City of Marina, County of Monterey, State of California, described as Parcel 31, as shown on the Official Map showing the creation of Marina Municipal Airport Parcels recorded on June17, 1996, in Volume 19 of Cities and Towns, at Page 22.

APN: 031-112-025

EXHIBIT B
Sublease Premises

Document Envelope ID: C03548SC-928B-4AE2-9264-A26AE8821FB7

EXHIBIT C
Landlord Consent

(See attached)

MASTER LANDLORD'S CONSENT TO SUBLEASE

The undersigned "**Master Landlord**" under the Master Lease consents to the terms and provisions of the Sublease without waiver of any restriction in the Master Lease concerning further assignment or subletting. Master Landlord certifies that, as of the date of Master Landlord's execution and to the best of Master Landlord's knowledge, Sublessor is not in default or breach of any of the provisions of the Master Lease, and that the Master Lease has not been amended or modified except as expressly set forth in the Sublease. Master Landlord agrees to provide Sublessee with a copy of any notice of default and demand to cure sent to Sublessor by Master Landlord and provide Sublessee with an opportunity to cure any default by Sublessor under the Master Lease.

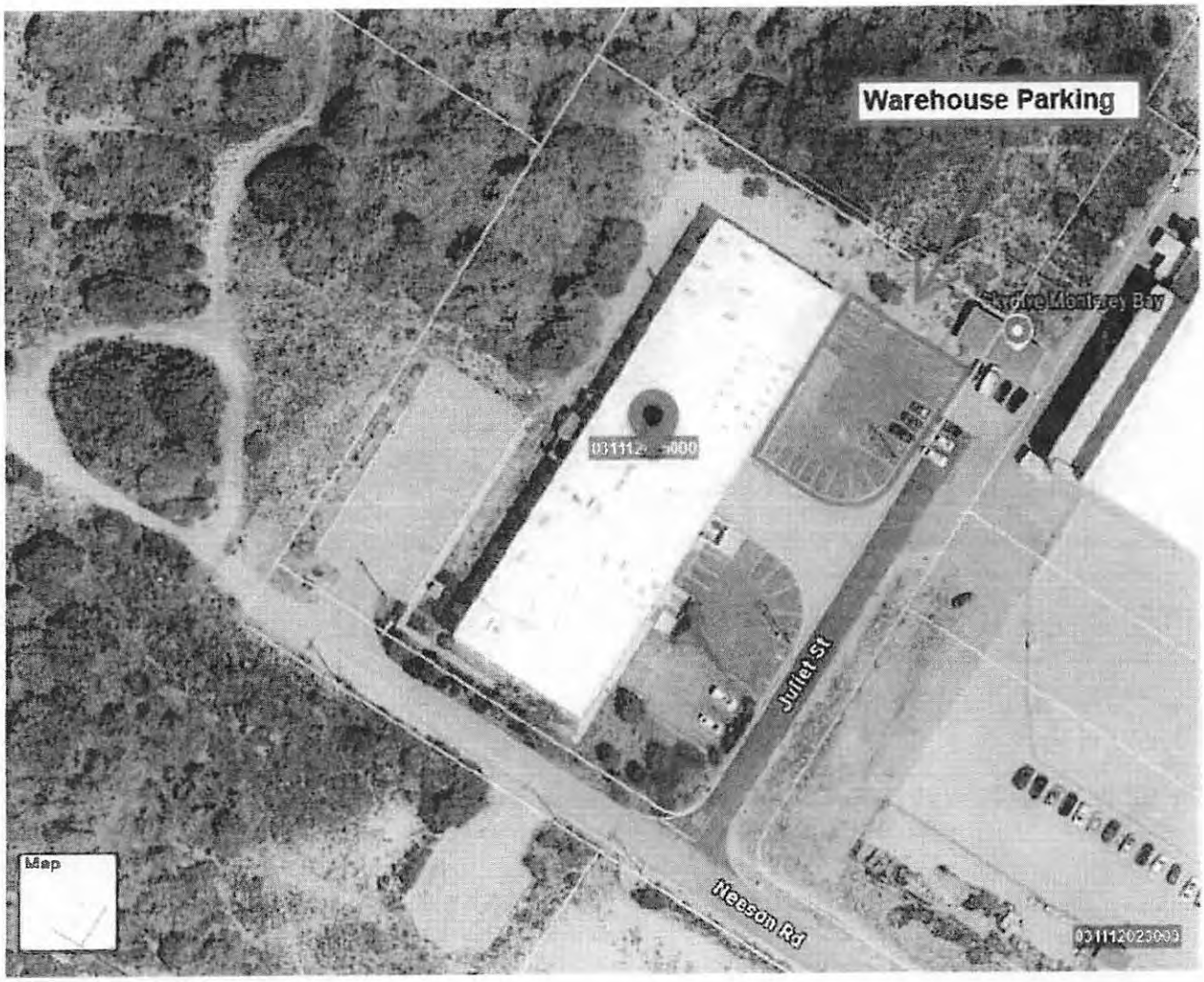
THE CITY OF MARINA, a California municipal corporation

By: _____

Its: _____

EXHIBIT D
FF&E

EXHIBIT E
WAREHOUSE PARKING



May 14, 2025 Item No. **10i(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING PHASES 1 AND 2 FINAL MAP FOR THE MARINA STATION DEVELOPMENT PROJECT SUBDIVISION, AND AUTHORIZING THE CITY CLERK TO CERTIFY THE FINAL MAP ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2025-, approving the Phases 1 and 2 Final Map for Marina Station Development Project Subdivision ("**EXHIBIT A**"), and;

2. Consider authorizing the City Clerk to certify the Final Map on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of March 4, 2008, the City Council adopted Resolution No. 2008-45, approving the Vesting Tentative Map for the Marina Station Development Project Subdivision, located at northern property boundary of the City. The Vesting Tentative Map consisted of 887 residential lots, including 1,360 residential units constructed over 8 separate phases.

At the regular meeting of March 4, 2008, the City Council adopted Resolution 2008-41, approving and certifying the Marina Station Specific Plan Environmental Impact Report. As part of the Certification of the Final Environmental Impact Report ("FEIR"), the City adopted certain mitigation measures to reduce significant environmental impacts identified in the FEIR and adopted a Mitigation Monitoring and Reporting Program ("MMRP"). The mitigation measures addressed a variety of issues including traffic impacts and measures to address the biological impacts of the Marina Station Project.

ANALYSIS:

The developers have submitted the Phases 1 and 2 subdivision map ("**EXHIBIT A**") to the City for review and approval. Improvement plans have also been submitted to the City for review and approval ("**EXHIBIT B**"**-** Cover Sheet Only). After review, staff has determined that the conditions of approval have been met for the Final Map and Improvement Plans for Phases 1 and 2 with the exception of a Public Improvement Agreement.

The Developer has also submitted a Public Improvement Agreement for Council consideration and will provide labor and materials and faithful performance bonds required for the recordation of the Phases 1 and 2 Final Map. The Public Improvement Agreement will be discussed during this meeting and is a Vesting Tentative Map condition of Final Map approval and that it be accepted prior to Final Map approval. It has been determined that all other Vesting Tentative Map Conditions of Approval have been met.

The Phases 1 and 2 final map and improvement plans are for 240 residential units in the Marina Station Project. The Phases 1 and 2 final map and improvement plans include the specific neighborhood improvements such as parks and open space that support 240 residential units including 79 below market rate (BMR) single family residential units.

All required future phased final maps must meet all the appropriate conditions of approval and will be presented to City Council for consideration at a future date.

FISCAL IMPACT:
Should the City Council approve this request, the Developer has provided payment to cover the costs associated with the production, review, and recording of the Final Map.

ENVIRONMENTAL REVIEW:
On March 4, 2008, the City Council of the City of Marina certified the final environmental impact report for the Marina Station Project (SCH No. 2005061056). The FEIR served as the environmental review for the Development and the Project Approvals and entitlements. Section 15162 of the CEQA Guidelines states that if an FEIR or negative declaration has been adopted for a project, no subsequent FEIR is to be prepared unless there have been substantial changes to the project, substantial changes with respect to the circumstances under which the project is undertaken or new information of substantial importance shows that the project would have significant effects not discussed in the FEIR.

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

Respectfully submitted,

_____
Edrie De Los Santos P.E.
Engineering Division
City of Marina

REVIEWED/CONCUR:

_____
Ismael Hernandez
Public Works Director
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF MARINA APPROVING THE PHASES 1 AND 2 FINAL MAP FOR THE MARINA STATION DEVELOPMENT PROJECT SUBDIVISION, AND AUTHORIZING THE CITY CLERK TO CERTIFY THE FINAL MAP ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, At the regular meeting of March 4, 2008, the City Council adopted Resolution No. 2008-45, approving the Vesting Tentative Map for the Marina Station Development Project Subdivision, located at northern property boundary of the City., and;

WHEREAS, At the regular meeting of March 4, 2008, the City Council adopted Resolution 2008-41, approving and certifying the Marina Station Specific Plan Environmental Impact Report and;

WHEREAS, the developers have submitted the Phases 1 and 2 subdivision map ("EXHIBIT A") to the City for review and approval. Improvement plans have also been submitted to the City for review and approval ("EXHIBIT B"- Cover Sheet Only). After review, staff has determined that the conditions of approval have been met for the Final Map and Improvement Plans for Phases 1 and 2 with the exception of a Public Improvement Agreement, and;

WHEREAS, the Developer has also submitted a Public Improvement Agreement for Council consideration and will provide labor and materials and faithful performance bonds required for the recordation of the Phases 1 and 2 Final Map. The Public Improvement Agreement will be discussed during this meeting and is a Vesting Tentative Map condition of Final Map approval and that it be accepted prior to Final Map approval. It has been determined that all other Vesting Tentative Map Conditions of Approval have been met, and;

WHEREAS, the Phases 1 and 2 final map and improvement plans are for 240 residential units in the Marina Station Project. The Phases 1 and 2 final map and improvement plans include the specific neighborhood improvements such as parks and open space that support 240 residential units including 79 below market rate (BMR) single family residential units, and;

WHEREAS, all required future phased final maps must meet all the appropriate conditions of approval and will be presented to City Council for consideration at a future date, and;

WHEREAS, should the City Council approve this request, the Developer has provided payment to cover the costs associated with the production, review, and recording of the Final Map.

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

1. Approve the Phases 1 and 2 Final Map for Marina Station Development Project Subdivision ("**EXHIBIT A**"), and;

2. Authorize the City Clerk to certify the Final Map 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 20th day of May 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

OWNER'S STATEMENT

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- FOR ROAD AND UTILITY PURPOSES, THOSE PORTIONS OF LAND DESIGNATED HEREON AS ALIENE DRIVE, CANNERY DRIVE, CANNERY LANE, CORTNEY LANE, CRESCENT AVENUE, HARVEST DRIVE, HIGHLANDS DRIVE, HUNTER LANE, LAGUNA SECA LANE, MARINA STATION DRIVE, MARINA VISTA LANE, MICHAEL DRIVE, RANDALL DRIVE, ROWAN LANE, SANTA LUCIA LANE, SECO DRIVE, STEINBECK DRIVE, & TULE DRIVE, WITHIN THE SUBDIVISION. THIS OFFER OF DEDICATION TO THE CITY OF MARINA IS IRREVOCABLE; SUBJECT TO THE RESERVATION OF THE RIGHT TO MAINTAIN LANDSCAPING, IRRIGATION AND STORM DRAIN WITHIN SAID STREETS.
- FOR PUBLIC PARK PURPOSES, THOSE PORTIONS OF LAND DESIGNATED HEREON AS PARCEL P-6.
- FOR PUBLIC OPEN SPACE PURPOSES, THOSE PORTIONS OF LAND DESIGNATED HEREON PARCELS OS-1, THROUGH OS-9.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- PUBLIC SERVICES EASEMENTS (PSE), WHERE DESIGNATED WITHIN THE SUBDIVISION SHOWN ON THIS MAP FOR THE CONSTRUCTION, MAINTENANCE, USE, REPLACEMENT, IMPROVEMENT, AND OPERATION OF SANITARY SEWERS, STORM DRAINS, AND WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES, AND TELEPHONE LINES AND ALL THE NECESSARY APPURTENANCES THERETO.
- "INGRESS, EGRESS AND UTILITY EASEMENTS" (IEUE), WHERE DESIGNATED WITHIN THE SUBDIVISION SHOWN ON THIS MAP FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES AND FOR THE CONSTRUCTION, MAINTENANCE, USE, REPLACEMENT, IMPROVEMENT, AND OPERATION OF SANITARY SEWERS, STORM DRAINS, AND WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES, AND TELEPHONE LINES, AND ALL THE NECESSARY APPURTENANCES THERETO.
- STORM DRAIN EASEMENTS (SDE) OVER, UNDER, AND ACROSS PARCEL P-7 AND THE DESIGNATED AREAS AS SHOWN HEREON, FOR PUBLIC STORM DRAINAGE PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSES OF REPAIR, REPLACEMENT, AND MAINTENANCE OF STORM DRAINAGE FACILITIES. UNDERGROUND PIPING ARE TO BE MAINTAINED BY THE CITY OF MARINA. SAID AREAS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSE OF THE EASEMENT.
- FOR PEDESTRIAN ACCESS PURPOSES, PUBLIC TRAIL EASEMENTS (TE), TO THE CITY OF MARINA, OVER PARCELS P-7, S-2.1, S-2.2, AND S-2.3, AND WHERE DESIGNATED WITHIN THE SUBDIVISION SHOWN ON THIS MAP.

THE ABOVE PUBLIC USE EASEMENT DEDICATIONS SHALL INCLUDE REASONABLE RIGHT OF INGRESS AND EGRESS OVER ADJOINING LANDS WITHIN THIS SUBDIVISION.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE PRESENT AND FUTURE PHASES OF THE "MARINA STATION" DEVELOPMENT, EASEMENTS FOR INGRESS AND EGRESS PURPOSES AND FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE LANES AND WALKWAYS ACROSS THOSE STRIPS OF LAND DESIGNATED AS "INGRESS, EGRESS AND UTILITY EASEMENT" (IEUE) AS SHOWN ON THE WITHIN MAP. SAID EASEMENTS WILL BE MAINTAINED AS DEFINED BY THE C.C.& R.'S CREATED FOR SAID "MARINA STATION" DEVELOPMENT.

PARCEL P-7 IS RESERVED AS "A PRIVATE PARK" AND IS TO BE OWNED AND MAINTAINED BY THE OWNERS ASSOCIATION.

THE AREAS DESIGNATED AS PARCELS S-2.1, S-2.2 AND S-2.3 ARE TO BE RETAINED BY OWNER OR THEIR SUCCESSOR IN INTEREST FOR FUTURE DEVELOPMENT AND TRANSFER

THE AREA DESIGNATED AS PARCEL P-5 IS TO BE RETAINED BY THE OWNER OR THEIR SUCCESSOR IN INTEREST FOR FUTURE TRANSFER.

THE AREAS DESIGNATED AS PARCELS MU-2.1 MU-2.2 AND MU-2.3 ARE TO BE RETAINED BY THE OWNER OR THEIR SUCCESSOR IN INTEREST FOR FUTURE DEVELOPMENT AND TRANSFER.

THE FILING OF THIS TRACT MAP SHALL SHOW THE SUBDIVISION OF LAND FOR THE PURPOSE OF CREATING UP TO 13 RESIDENTIAL CONDOMINIUM UNITS ON PARCEL TH-2.1, UP TO 17 RESIDENTIAL CONDOMINIUM UNITS ON PARCEL TH-2.2 AND UP TO 9 RESIDENTIAL CONDOMINIUM UNITS ON PARCEL TH-2.3.

WE ALSO HEREBY RELINQUISH ANY AND ALL RIGHTS OF INGRESS AND EGRESS TO VEHICULAR TRAFFIC (ABUTTER'S RIGHTS) ACROSS THE LINES AS SHOWN ON HEREON MAP AND DEPICTED AS ||||||||||||||||||||

TO THE FULL EXTENT PERMITTED BY LAW, SUBDIVIDER SHALL INDEMNIFY, IMMEDIATELY DEFEND, AT ITS SOLE EXPENSE, AND HOLD HARMLESS THE CITY, ITS COUNCIL, BOARDS, COMMISSIONS, EMPLOYEES, OFFICIALS AND AGENTS 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, RESULTING FROM, OR IN CONNECTION WITH, THE APPROVAL OF THIS PROJECT, OR ANY APPEAL, CLAIM OR LEGAL PROCEEDING RELATING THERETO. THE CITY MAY, AT ITS SOLE DISCRETION, PARTICIPATE IN THE DEFENSE OF ANY SUCH ACTION, BUT SUCH PARTICIPATION SHALL NOT RELIEVE SUBDIVIDER OF ITS OBLIGATION UNDER THIS CONDITION. AS A FURTHER CONDITION OF APPROVAL, THE SUBDIVIDER AGREES THAT IN THE EVENT THE CITY INITIATES ANY LEGAL ACTION OR SUIT TO ENFORCE ANY CONDITION OF APPROVAL CONTAINED HEREIN, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE LOSING PARTY REASONABLE EXPENSES INCLUDING ATTORNEYS' FEES, COURT COSTS, AND ADMINISTRATIVE COSTS INCLUDING BUT NOT LIMITED TO STAFF TIME AND CONSULTANT FEES.

OWNER'S STATEMENT- CONTINUED

THE DUTY TO DEFEND IS A SEPARATE AND DISTINCT OBLIGATION FROM THE SUBDIVIDER'S DUTY TO INDEMNIFY AND APPLICANT SHALL BE OBLIGATED TO DEFEND IN ALL LEGAL, EQUITABLE, ADMINISTRATIVE OR SPECIAL PROCEEDINGS OF ANY CLAIM IN ANY FORM OR AT ANY STAGE OF AN ACTION OR PROCEEDING AND THE OBLIGATION EXTENDS THROUGH FINAL JUDGMENT INCLUDING EXHAUSTION OF ANY APPEALS.

MARINA STATION PHASES 1 AND 2, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: MARINA STATION INVESTORS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: TMP VENTURE IV, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS OPERATING MANAGER

BY: _____
NAME: DUSTIN BOGUE
TITLE: AUTHORIZED SIGNATORY

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)

COUNTY OF _____)

ON _____ ,

BEFORE ME, _____ , NOTARY PUBLIC

PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL.

SIGNATURE _____
NOTARY PUBLIC'S NAME: _____
COUNTY OF BUSINESS: _____
COMMISSION EXPIRATION DATE: _____
COMMISSION NUMBER: _____

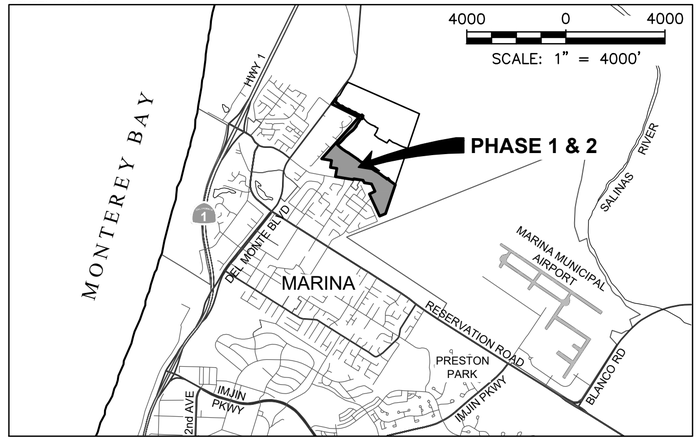
DEDICATION CERTIFICATE

THE CITY OF MARINA SHALL, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66477.5 IN ITS PRESENT FORM OR AS IT MAY FROM TIME TO TIME BE AMENDED, RECONVEY THOSE PORTIONS OF LAND DESIGNATED HEREON AS ALIENE DRIVE, CANNERY DRIVE, CANNERY LANE, CORTNEY LANE, CRESCENT AVENUE, HARVEST DRIVE, HIGHLANDS DRIVE, HUNTER LANE, LAGUNA SECA LANE, MARINA STATION DRIVE, MARINA VISTA LANE, MICHAEL DRIVE, RANDALL DRIVE, ROWAN LANE, SANTA LUCIA LANE, SECO DRIVE, STEINBECK DRIVE, AND TULE DRIVE, PARCELS P-6 AND OS-1 THROUGH OS-9 WITHIN THE SUBDIVISION IN FEE FOR PUBLIC USE, TO THE SUBDIVIDER NAMED BELOW, THEIR SUCCESSORS, HEIRS OR ASSIGNEES, IF THE CITY COUNCIL OF THE CITY OF MARINA SHOULD DETERMINE THAT THE SAME PUBLIC PURPOSE FOR WHICH SAID PARCELS WERE DEDICATED NO LONGER EXISTS OR THAT SAID PARCELS OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, EXCEPT FOR ALL OR ANY PORTIONS OF THE PROPERTY THAT IS STILL REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

SUBDIVIDERS: MARINA STATION PHASES 1 AND 2, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
5671 SANTA TERESA BLVD, SUITE 200
SAN JOSE, CA. 95123

VICINITY MAP

SCALE: 1" = 4000'



COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ , 2025 , AT ____ : ____ ___.M. IN VOLUME _____ OF CITIES AND TOWNS, AT PAGE _____ AT THE REQUEST OF CHICAGO TITLE COMPANY.

XOCHITL MARINA CAMACHO
MONTEREY COUNTY CLERK-RECORDER

BY: _____

NAME: _____ ,DEPUTY

DOCUMENT NO.: _____ FEE: $_____

TRACT NO. _____

MARINA STATION

PHASE 1 & 2

A SUBDIVISION OF PARCEL A
AS SHOWN ON THE PARCEL MAP ENTITLED
"MARINA STATION, PHASE 1 & 2",
AND FILED IN VOLUME 24 OF PARCEL MAPS AT PAGE 36,
OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA
AND CONTAINING 71.15 ACRES

PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 1 OF 18

BENEFICIARY'S STATEMENT

RCHF CH TRUST, A DELAWARE STATUTORY TRUST, AS BENEFICIARY UNDER AN ASSIGNMENT OF DEED OF TRUST RECORDED AS DOCUMENT #2025007318, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND SUBDIVISION AS SHOWN HEREON AS BENEFICIARY.

RCHF CH TRUST,
BY: U.S. BANK, AS TRUSTEE
BY: ANCHOR LOANS, LP, ITS ATTORNEY IN FACT

BY: _____

NAME: _____

TITLE: _____

BENEFICIARY'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)

COUNTY OF _____)

ON _____ ,

BEFORE ME, _____ , NOTARY PUBLIC

PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL.

SIGNATURE _____

NOTARY PUBLIC'S NAME: _____

COUNTY OF BUSINESS: _____

COMMISSION EXPIRATION DATE: _____

COMMISSION NUMBER: _____

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED SINCE THEIR INTEREST CANNOT RIPEN INTO A FEE.

1. MARINA COAST WATER DISTRICT, HOLDER OF EASEMENTS AS ASSIGNED BY INSTRUMENT NO. 2007023037, OFFICIAL RECORDS OF MONTEREY COUNTY, RECORDED MARCH 21, 2007, AND RE-RECORDED JUNE 30, 2010 AS INSTRUMENT NO. 2010035896, OFFICIAL RECORDS OF MONTEREY COUNTY.

SOILS REPORT STATEMENT

A SOILS REPORT DATED APRIL 24, 2024 PREPARED BY QUANTUM GEOTECHNICAL, INC., PROJECT# F055.G, HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF MARINA'S PUBLIC WORKS DEPARTMENT.

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND AM SATISFIED THAT IT IS TECHNICALLY CORRECT;

_____

CYRUS KIANPOUR, PLS 7515
CITY SURVEYOR
CITY OF MARINA, CALIFORNIA

DATE: _____

PROFESSIONAL LAND SURVEYOR
CYRUS KIANPOUR
No. 7515
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, NOURDIN KHAYATA, CITY ENGINEER OF THE CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND AM SATISFIED THAT IT IS TECHNICALLY CORRECT; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE CALIFORNIA "SUBDIVISION MAP ACT", AS AMENDED, AND THE CITY OF MARINA SUBDIVISION ORDINANCE, TITLE 16 OF THE MARINA MUNICIPAL CODE HAVE BEEN COMPLIED WITH.

_____

NOURDIN KHAYATA, PE 52446
INTERIM CITY ENGINEER
CITY OF MARINA, CALIFORNIA

DATE: _____

REGISTERED PROFESSIONAL ENGINEER
NOURDIN KHAYATA
No. 52446
CIVIL
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MARINA STATION PHASES 1 AND 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN MAY 2024. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER, 2026, AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

_____

RICHARD P. WEBER
P.L.S. No. 8002

DATE: _____

LICENSED LAND SURVEYOR
RICHARD P. WEBER
No. 8002
STATE OF CALIFORNIA

PLANNING COMMISSION STATEMENT

I, GUIDO F. PERSICONE, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR, CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE CITY COUNCIL OF THE CITY OF MARINA ON DECEMBER 21, 2020, AND SUBSEQUENT AMENDMENTS APPROVED JANUARY 15, 2021, THAT ALL THE PROVISIONS OF THE CALIFORNIA "SUBDIVISION MAP ACT", AS AMENDED, AND THE CITY OF MARINA SUBDIVISION ORDINANCE, TITLE 16 OF THE MARINA MUNICIPAL CODE, HAVE BEEN COMPLIED WITH.

_____

GUIDO F. PERSICONE
COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR
CITY OF MARINA

CITY CLERK'S STATEMENT

I, ANITA SHEPHERD-SHARP, DEPUTY CITY CLERK OF THE CITY OF MARINA, HEREBY CERTIFY THAT THE CITY COUNCIL OF SAID CITY OF MARINA APPROVED THE HEREIN MAP ON _____, AND ACCEPTS ON BEHALF OF THE PUBLIC, IN FEE, SUBJECT TO IMPROVEMENTS, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP BY RESOLUTION NO. _____ AND ACCEPTS ON BEHALF OF THE PUBLIC ALL PARCELS OFFERED FOR DEDICATION, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND ACCEPTS ALL PUBLIC EASEMENTS OFFERED FOR DEDICATION.

I HEREBY CERTIFY THAT THE APPROVAL OF THE HEREIN MAP ALSO CONSTITUTES THE OPENING OF MICHAEL DRIVE AT BOTH LOCATIONS ABUTTING THE SUBDIVISION BOUNDARY (ADJACENT TO SELLS COURT AND MICHELLE COURT), AND EXTINGUISHES THE 1' NON-ACCESS EASEMENTS ALONG SAID MICHAEL DRIVE THAT WERE DEDICATED PER VOLUME 13, CITIES AND TOWNS, PAGE 114 AND VOLUME 16, CITIES AND TOWNS, PAGE 65 RESPECTIVELY.

BY: _____
ANITA SHEPHERD-SHARP
DEPUTY CITY CLERK OF MARINA

TRACT NO. _____

MARINA STATION

PHASE 1 & 2

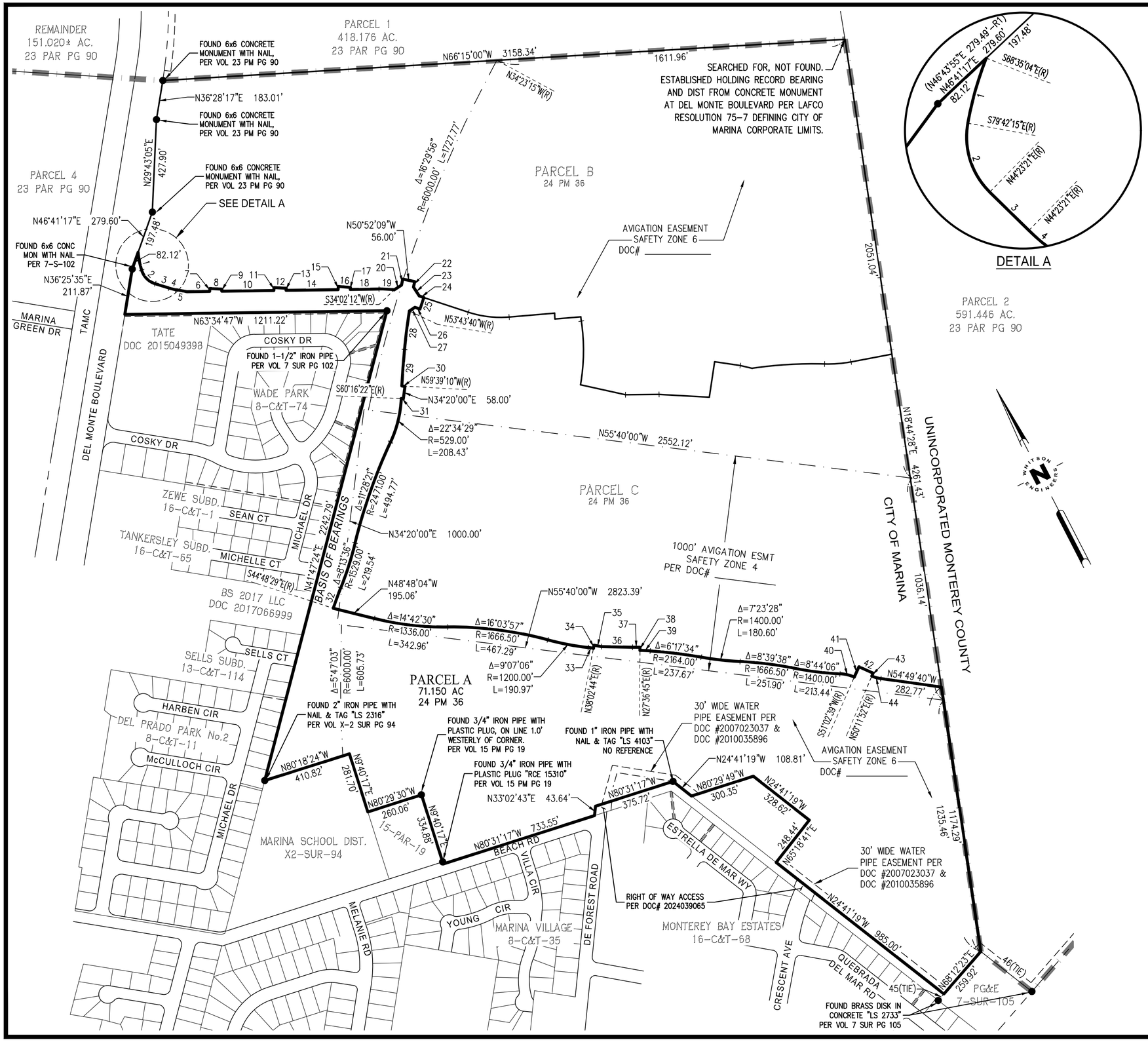
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OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA
AND CONTAINING 71.15 ACRES

PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 2 OF 18



LINE & CURVE DATA			
No.	DELTA/BEARING	RADIUS	LENGTH
1	11°07'11"	430.00	83.45
2	55°54'24"	95.00	92.70
3	N45°36'39"W		67.46
4	6°52'40"	266.00	31.93
5	N52°29'19"W		51.82
6	N63°34'47"W		105.16
7	N29°53'33"E		13.44
8	N59°55'16"W		56.00
9	N29°56'18"E		9.86
10	N63°34'47"W		240.47
11	N30°29'00"E		14.04
12	N59°17'23"W		56.00
13	N30°32'45"E		9.84
14	N63°34'47"W		240.67
15	N31°18'59"E		14.88
16	N58°23'40"W		56.00
17	N31°24'28"E		9.81
18	N63°34'47"W		132.83
19	7°36'59"	529.00	70.32
20	N84°13'26"E		40.59
21	N38°50'27"E		28.62
22	N38°51'36"E		26.21
23	N05°40'51"W		49.03

LINE & CURVE DATA			
No.	DELTA/BEARING	RADIUS	LENGTH
24	N44°28'27"W		22.51
25	N45°31'33"E		56.00
26	N44°28'27"W		25.08
27	N83°36'02"E		30.61
28	3°42'43"	2771.00	179.52
29	2°12'47"	4371.00	168.83
30	N55°40'00"W		14.43
31	N55°40'00"W		10.00
32	3°51'51"	1471.00	99.21
33	4°36'27"	295.00	23.72
34	N38°20'29"E		15.00
35	N51°39'31"W		34.50
36	N61°43'54"W		144.18
37	N62°22'23"W		34.50
38	N27°37'37"E		15.00
39	3°24'54"	795.00	47.39
40	21°11'21"	185.00	68.42
41	N51°13'06"E		52.89
42	N38°46'54"W		72.00
43	N51°13'06"E		15.00
44	15°01'32"	165.00	43.27
45	N68°12'23"E		40.05
46	N24°41'35"W		300.00

NOTE: ALL BEARINGS AND DISTANCES ALONG THE SUBDIVISION BOUNDARY ARE PER VOL 24 PM, PG 36.

LEGEND

- SUBDIVISION BOUNDARY
- PROPERTY LINE
- EASEMENT LINE
- CITY LIMIT LINE
- AVIGATION EASEMENT
- (R) RADIAL
- ● FOUND MONUMENT, AS NOTED ON SHEET 3.
- AC ACRES

TRACT NO. _____

MARINA STATION

PHASE 1 & 2

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WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 3 OF 18

PARCEL B
24 PM 36

PARCEL 2
591.446 AC.
23 PAR PG 90

PARCEL C
24 PM 36

LEGEND

18 SHEET NUMBER

SHEET INDEX LIMITS

MARINA VISTA LANE

TAMC

DEL MONTE BOULEVARD

TATE
DOC 2015049398

COSKY DR

WADE PARK
8-C&T-74

OS-8

ZEWE SUBD.
16-C&T-1

SEAN CT

MICHAEL DR

HIGHLANDS DRIVE

TANKERSLEY SUBD.
16-C&T-65

MICHELLE CT

BS 2017 LLC
DOC 2017066999

OS-7

SELLS CT

SELLS SUBD.
13-C&T-114

SANTA LUCIA LANE

SECO DRIVE

LAGUNA SECA LANE

OS-6

HARBEN CIR

DEL PRADO PARK No.2
8-C&T-11

McCULLOCH CIR

MICHAEL DR

P-5

TH-2.2

OS-4

TH-2.1

MU-2.2

S-2.2

OS-3

MARINA STATION DRIVE

MU-2.1

S-2.1

ALIENE DRIVE

TULE DRIVE

CORTNEY LANE

HARVEST DRIVE

CRESCENT AVENUE

P-7

P-6

MU-2.3

S-2.3

OS-2

STEINBECK DRIVE

CANNERY DRIVE

CANNERY LANE

TH-2.3

OS-5

MARINA SCHOOL DIST.
X2-SUR-94

15-PAR-19

BEACH RD

VILLA CIR

YOUNG CIR

MARINA VILLAGE
8-C&T-35

DE FOREST ROAD

ESTRELLA DE MAR WY

MONTEREY BAY ESTATES
16-C&T-68

HUNTER LANE

ROWAN LANE

RANDALL DRIVE

MELANIE RD

CRESCENT AVE

QUEBRADA DEL MAR RD

PG&E
7-SUR-105

5 6 7 8 9 10 11 12 13 14 15 16 17 18

SHEET INDEX

SCALE 1" = 250'

WHITSON ENGINEERS

250 0 250 500

SCALE: 1" = 250'

TRACT NO. _____

MARINA STATION
PHASE 1 & 2

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6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 4 OF 18

LEGEND

———	SUBDIVISION BOUNDARY	◎	SET STANDARD STREET MONUMENT STAMPED LS 8002.
———	PROPERTY LINE	●	FOUND MONUMENT, AS NOTED.
– – – –	EASEMENT LINE	AC	ACRES
—— – ——	CENTERLINE	(BD)	BOUNDARY
- - - - -	TIE LINE	PCL	PARCEL
⁞⁞⁞⁞⁞⁞⁞	RELINQUISHMENT OF ABUTTERS RIGHTS	PSE	PUBLIC SERVICES EASEMENT
(T)	TOTAL	IEUE	INGRESS, EGRESS & UTILITY EASEMENT
(R)	RADIAL	SDE	STORM DRAIN EASEMENT
(M–M)	MONUMENT TO MONUMENT	SF	SQUARE FEET
(M–PL)	MONUMENT TO PROPERTY LINE	TE	TRAIL EASEMENT
(M–CL)	MONUMENT TO CENTERLINE		

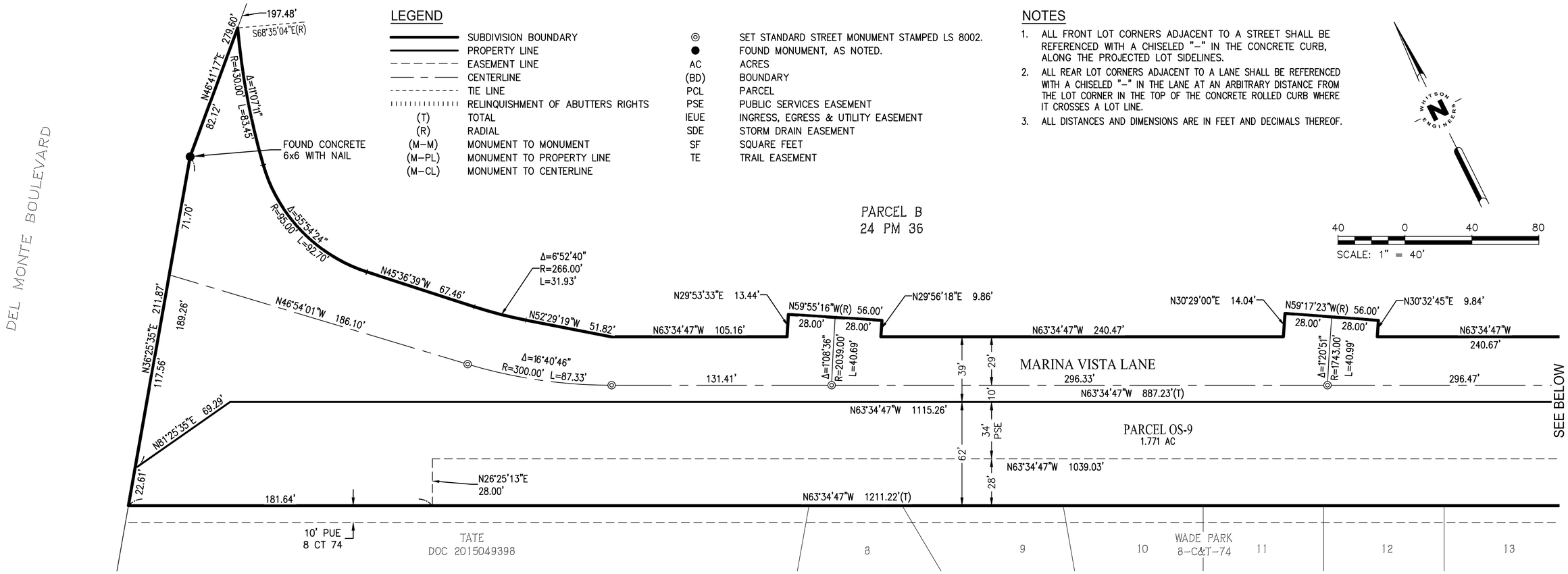
NOTES

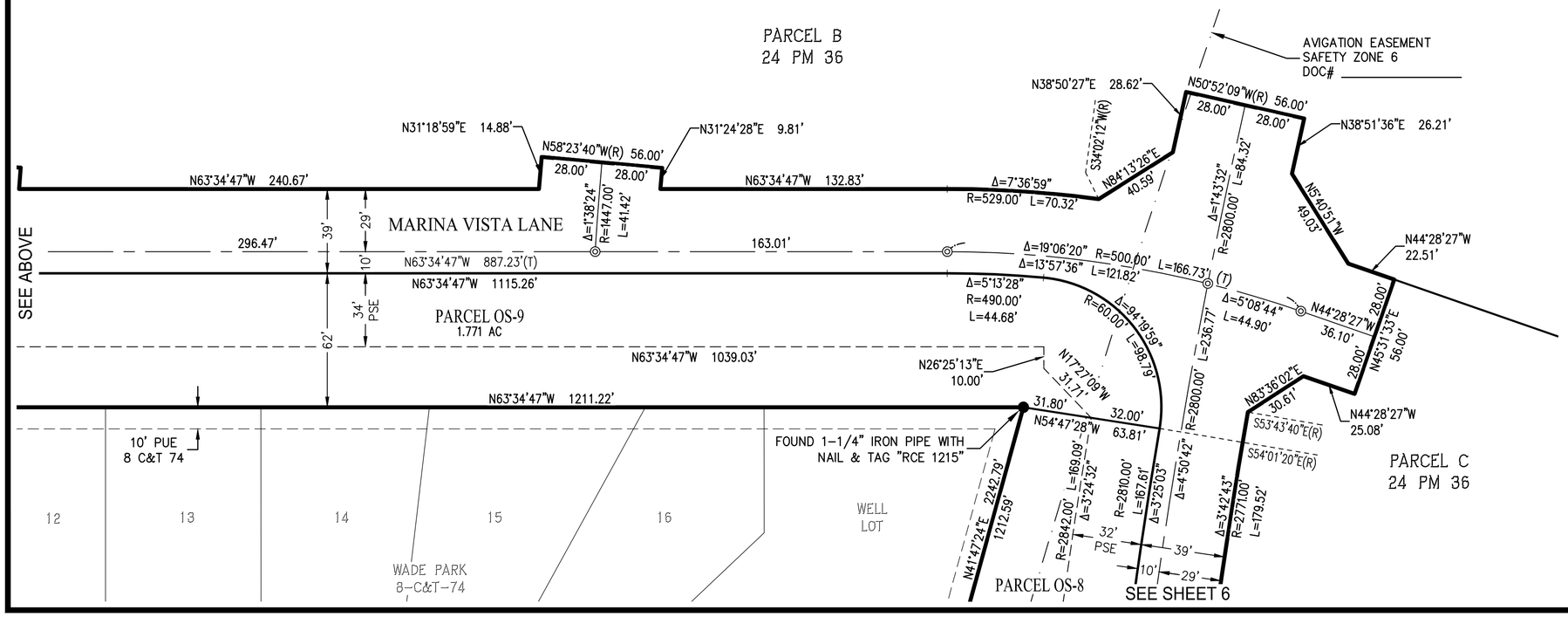
1. ALL FRONT LOT CORNERS ADJACENT TO A STREET SHALL BE REFERENCED WITH A CHISELED "–" IN THE CONCRETE CURB, ALONG THE PROJECTED LOT SIDELINES.
2. ALL REAR LOT CORNERS ADJACENT TO A LANE SHALL BE REFERENCED WITH A CHISELED "–" IN THE LANE AT AN ARBITRARY DISTANCE FROM THE LOT CORNER IN THE TOP OF THE CONCRETE ROLLED CURB WHERE IT CROSSES A LOT LINE.
3. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

WHITSON ENGINEERS

40 0 40 80

SCALE: 1" = 40'





TRACT NO. _____

MARINA STATION
PHASE 1 & 2

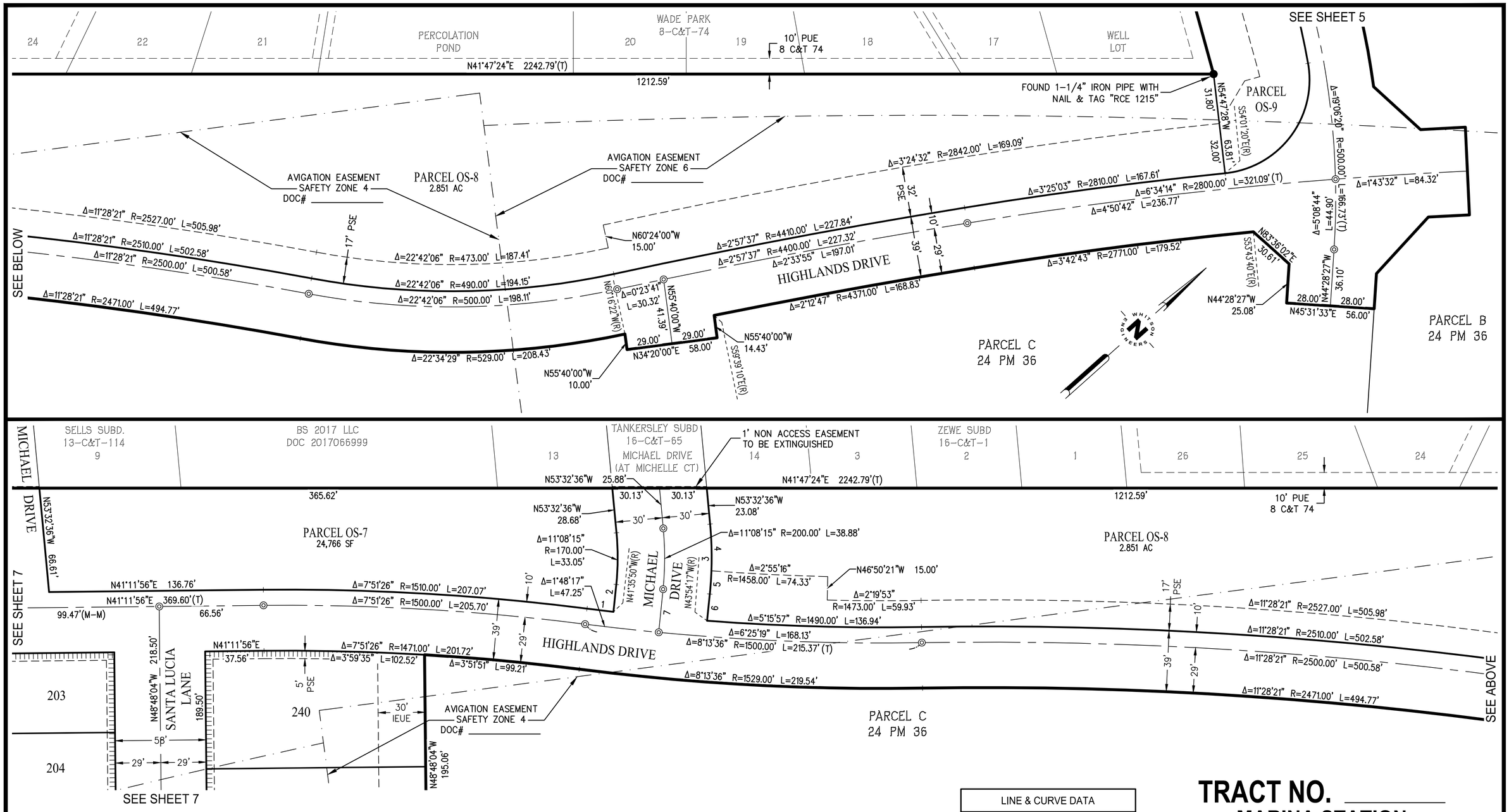
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PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 5 OF 18



LEGEND

———	SUBDIVISION BOUNDARY	◎	SET STANDARD STREET MONUMENT STAMPED LS 8002.
———	PROPERTY LINE	●	FOUND MONUMENT, AS NOTED.
- - - - -	EASEMENT LINE	AC	ACRES
—— – ——	CENTERLINE	(BD)	BOUNDARY
----------	TIE LINE	PCL	PARCEL
⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞	RELINQUISHMENT OF ABUTTERS RIGHTS	PSE	PUBLIC SERVICES EASEMENT
(T)	TOTAL	IEUE	INGRESS, EGRESS & UTILITY EASEMENT
(R)	RADIAL	SDE	STORM DRAIN EASEMENT
(M-M)	MONUMENT TO MONUMENT	SF	SQUARE FEET
(M-PL)	MONUMENT TO PROPERTY LINE	TE	TRAIL EASEMENT
(M-CL)	MONUMENT TO CENTERLINE		

NOTES

1. ALL FRONT LOT CORNERS ADJACENT TO A STREET SHALL BE REFERENCED WITH A CHISELED "–" IN THE CONCRETE CURB, ALONG THE PROJECTED LOT SIDELINES.
2. ALL REAR LOT CORNERS ADJACENT TO A LANE SHALL BE REFERENCED WITH A CHISELED "–" IN THE LANE AT AN ARBITRARY DISTANCE FROM THE LOT CORNER IN THE TOP OF THE CONCRETE ROLLED CURB WHERE IT CROSSES A LOT LINE.
3. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

40 0 40 80

SCALE: 1" = 40'

LINE & CURVE DATA			
No.	DELTA/BEARING	RADIUS	LENGTH
1	0°39'12"	1490.00	16.99
2	N42°24'21"W		17.54
3	10°59'21"	233.10	44.71
4	7°20'42"	233.10	29.88
5	3°38'39"	233.10	14.83
6	N42°24'21"W		17.18
7	N42°24'21"W		27.67

TRACT NO. _____

MARINA STATION
PHASE 1 & 2

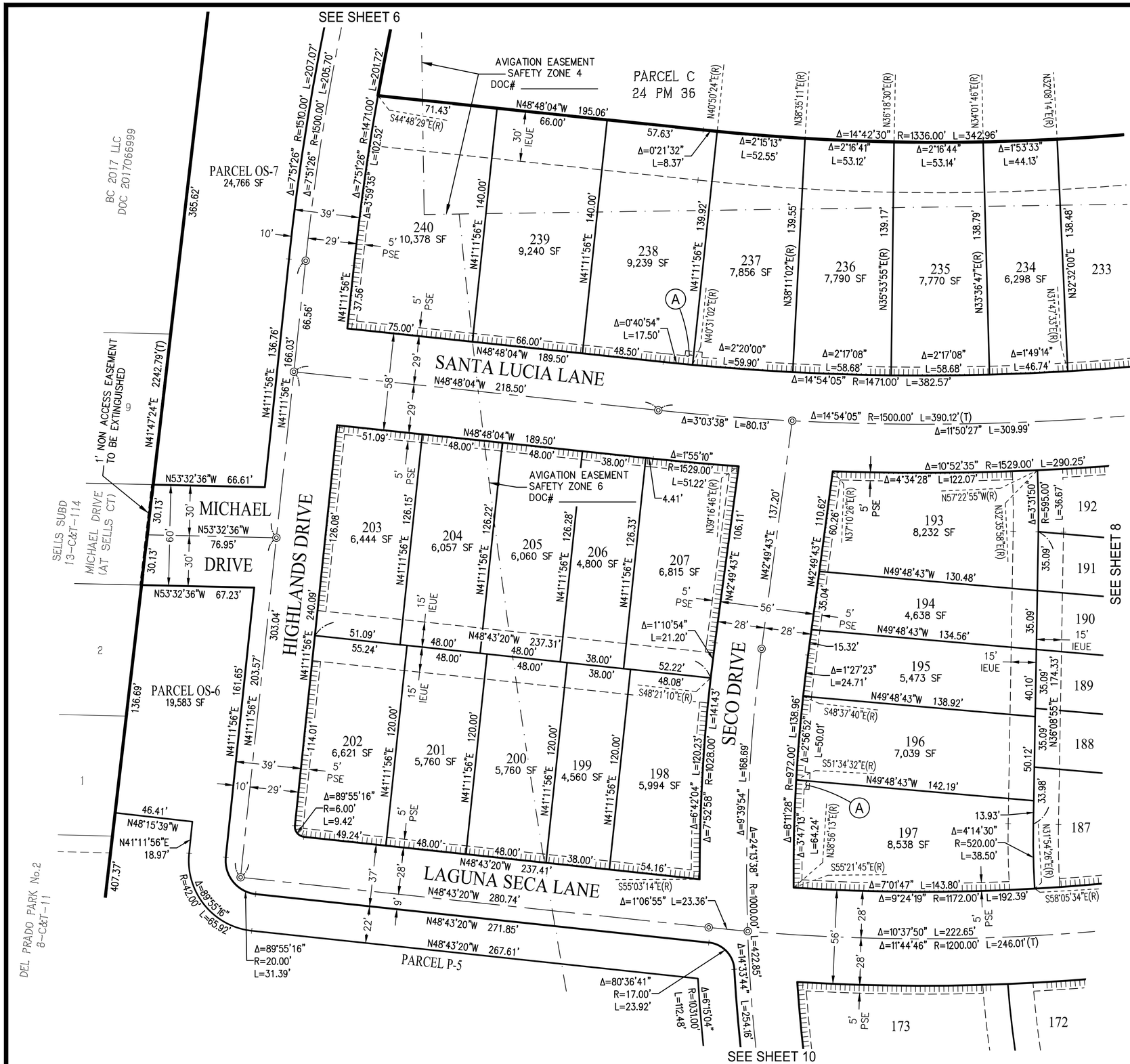
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AND CONTAINING 71.15 ACRES

PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 6 OF 18

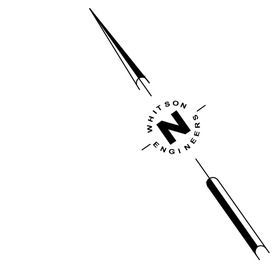


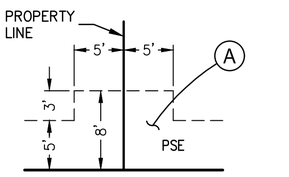
LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
– – – –	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–CL)	MONUMENT TO CENTERLINE
◎	SET STANDARD STREET MONUMENT STAMPED LS 8002.
●	FOUND MONUMENT, AS NOTED.
AC	ACRES
(BD)	BOUNDARY
PCL	PARCEL
PSE	PUBLIC SERVICES EASEMENT
IEUE	INGRESS, EGRESS & UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
TE	TRAIL EASEMENT

NOTES

1. ALL FRONT LOT CORNERS ADJACENT TO A STREET SHALL BE REFERENCED WITH A CHISELED "–" IN THE CONCRETE CURB, ALONG THE PROJECTED LOT SIDELINES.
2. ALL REAR LOT CORNERS ADJACENT TO A LANE SHALL BE REFERENCED WITH A CHISELED "–" IN THE LANE AT AN ARBITRARY DISTANCE FROM THE LOT CORNER IN THE TOP OF THE CONCRETE ROLLED CURB WHERE IT CROSSES A LOT LINE.
3. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.





PUBLIC SERVICES EASEMENT (A)
SCALE 1" = 10'

TRACT NO. _____

MARINA STATION
PHASE 1 & 2

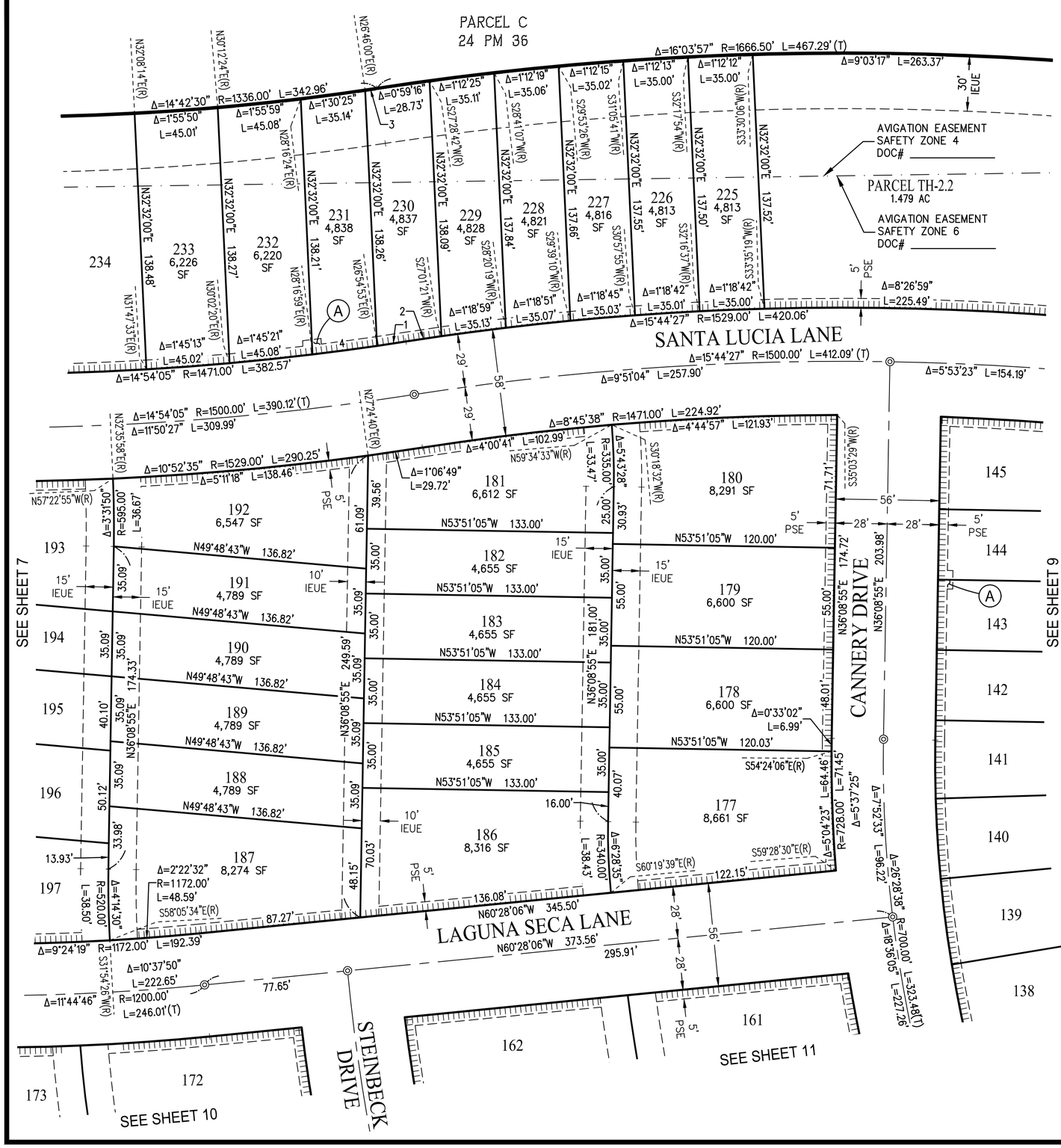
A SUBDIVISION OF PARCEL A
AS SHOWN ON THE PARCEL MAP ENTITLED
"MARINA STATION, PHASE 1 & 2",
AND FILED IN VOLUME 24 OF PARCEL MAPS AT PAGE 36,
OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA
AND CONTAINING 71.15 ACRES

PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 7 OF 18


PARCEL C
24 PM 36
AVIGATION EASEMENT
SAFETY ZONE 4
DOC# _____
PARCEL TH-2.2
1.479 AC
AVIGATION EASEMENT
SAFETY ZONE 6
DOC# _____
SANTA LUCIA LANE
CANNERY DRIVE
LAGUNA SECA LANE
STEINBECK DRIVE
SEE SHEET 7
SEE SHEET 9
SEE SHEET 10
SEE SHEET 11
234
233 6,226 SF
232 6,220 SF
231 4,838 SF
230 4,837 SF
229 4,828 SF
228 4,821 SF
227 4,816 SF
226 4,813 SF
225 4,813 SF
192 6,547 SF
191 4,789 SF
190 4,789 SF
189 4,789 SF
188 4,789 SF
187 8,274 SF
181 6,612 SF
182 4,655 SF
183 4,655 SF
184 4,655 SF
185 4,655 SF
186 8,316 SF
180 8,291 SF
179 6,600 SF
178 6,600 SF
177 8,661 SF
145
144
143
142
141
140
139
138
173
172
162
161
Δ=16°03'57" R=1666.50' L=467.29'(T)
Δ=14°42'30" R=1336.00' L=342.96'
Δ=9°03'17" L=263.37'
Δ=15°44'27" R=1529.00' L=420.06'
Δ=8°26'59" L=225.49'
Δ=14°54'05" R=1471.00' L=382.57'
Δ=9°51'04" L=257.90'
Δ=15°44'27" R=1500.00' L=412.09'(T)
Δ=5°53'23" L=154.19'
Δ=14°54'05" R=1500.00' L=390.12'(T)
Δ=11°50'27" L=309.99'
Δ=8°45'38" R=1471.00' L=224.92'
Δ=4°44'57" L=121.93'
Δ=10°52'35" R=1529.00' L=290.25'
Δ=4°00'41" L=102.99'
Δ=5°11'18" L=138.46'
Δ=1°06'49" L=29.72'
Δ=3°31'50" R=595.00' L=36.67'
Δ=4°14'30" R=520.00' L=38.50'
Δ=9°24'19" R=1172.00' L=192.39'
Δ=2°22'32" R=1172.00' L=48.59'
Δ=10°37'50" L=222.65'
Δ=11°44'46" R=1200.00' L=246.01'(T)
Δ=5°43'28" R=335.00' L=33.47'
Δ=0°33'02" L=6.99'
Δ=5°04'23" R=728.00' L=64.46'
Δ=5°37'25" L=71.45'
Δ=7°52'33" L=96.22'
Δ=26°28'38" R=700.00' L=323.48'(T)
Δ=18°36'05" L=227.26'
N53°51'05"W 133.00'
N53°51'05"W 120.00'
N53°51'05"W 120.03'
N49°48'43"W 136.82'
N60°28'06"W 345.50'
N60°28'06"W 373.56'
N60°28'06"W 295.91'
N36°08'55"E 249.59'
N36°08'55"E 174.33'
N36°08'55"E 203.98'
N36°08'55"E 174.72'
N36°08'55"E 48.01'
N36°08'55"E 181.00'
N36°08'55"E 55.00'
N32°32'00"E 138.48'
N32°32'00"E 138.27'
N32°32'00"E 138.21'
N32°32'00"E 138.26'
N32°32'00"E 138.09'
N32°32'00"E 137.84'
N32°32'00"E 137.66'
N32°32'00"E 137.55'
N32°32'00"E 137.50'
N32°32'00"E 137.52'
N32°32'00"E 138.09'
N32°32'00"E 138.09'
N32°32'00"E 138.09

PARCEL C
24 PM 36

Δ=16°03'57" R=1666.50' L=467.29'
Δ=9°03'17" L=263.37'
Δ=9°07'06" R=1200.00' L=190.97'
Δ=4°36'27" R=295.00' L=23.72'
34.50' N51°39'31"W
N61°43'54"W 144.18'
34.50' N62°22'23"W
24.50'
15.00'
24.50'
10.00'
10.00'
30' IEUE
S38°02'44"W(R)
AVIGATION EASEMENT SAFETY ZONE 4 DOC# _____
AVIGATION EASEMENT SAFETY ZONE 6 DOC# _____
PARCEL TH-2.2
1.479 AC
OS-4
23,031 SF
PARCEL TH-2.1
N27°37'37"E 143.33'
S27°37'37"W 149.21'
139.03'
N38°20'29"E 149.44'
N38°20'29"E 1134.44'
N38°20'29"E 139.03'
10'
34.5'
24.5'
5' PSE
Δ=1°26'10" L=36.87'
S31°08'01"W(R)
N62°22'23"W 10.00'(TIE)
N51°39'31"W 10.00'(TIE)
N10°10'14"W 8.75'
N73°35'22"E 6.50'
Δ=1°34'55" R=1471.00' L=40.61'
N60°26'54"W 119.48'
N10°23'59"E 36.00'(TIE)
Δ=8°26'59" L=225.49'
Δ=15°44'27" R=1529.00' L=420.06'
Δ=2°46'51" L=71.39'
N39°15'27"E
N34°10'44"E
N32°44'34"E(R)
Δ=9°17'44" R=1471.00' L=238.65'
Δ=5°04'43" L=130.39'
Δ=15°44'27" R=1500.00' L=412.09'(T)
Δ=5°53'23" L=154.19'
SANTA LUCIA LANE
N38°20'29"E 36.99'(TIE)
Δ=12°29'12" R=1500.00' L=326.90'(T)
Δ=10°07'40" L=265.15'(M-M)
58'
29'
N60°26'54"W 145.81'
N54°37'06"E 42.97'(TIE)
Δ=2°21'32" L=61.76'(M-M)
N21°27'43"E 37.08'(TIE)
Δ=4°47'56" R=1471.00' L=123.21'
Δ=10°04'29" R=1529.00' L=268.85'
Δ=8°38'00" L=230.39'
Δ=1°38'07" R=1529.00' L=43.64'
N60°26'54"W 114.06'
N9°06'50"W 10.74'
N47°46'48"W 7.00'(TIE)
N72°31'46"E 8.69'
N66°15'06"W 7.00'(TIE)
Δ=0°52'30" R=1971.00' L=30.10'
N60°26'54"W 8.80'
SEE SHEET 12
SEE SHEET 8
S37°14'22"W(R) 49.98'
N42°02'18"E(R) 6.08'
Δ=5°53'23" R=250.00' L=25.70'
10.78'
N53°51'05"W 121.00'
145
5,728 SF
144
4,598 SF
143
4,598 SF
142
4,598 SF
141
4,778 SF
140
4,790 SF
139
5,138 SF
138
4,692 SF
137
136
38.00'
135.52'
174.72'
203.98'
N36°08'55"E
CANNERY DRIVE
10.74'
Δ=2°41'36" L=31.59'
Δ=2°41'36" L=25.90'
N56°32'41"W(R) 121.00'
Δ=3°50'51" R=551.00' L=37.00'
N57°41'46"W 270.91'
N66°15'06"W 38.00'
Δ=3°42'32" L=35.67'
Δ=3°42'32" L=43.50'
N60°15'12"W(R) 121.00'
Δ=3°58'43" L=38.26'
Δ=3°58'43" L=46.66'
N64°13'55"W(R) 121.00'
Δ=22°37'48" R=551.00' L=217.63'
Δ=3°36'01" L=34.94'
Δ=3°36'01" L=42.62'
N67°51'56"W(R) 121.00'
Δ=26°28'38" R=700.00' L=323.48'(T)
Δ=18°36'05" L=227.26'
Δ=7°52'33" L=96.22'
Δ=26°28'38" R=672.00' L=310.54'
15' IEUE
5' PSE
28'
PARCEL MU-2.2
1.096 AC
PARCEL MU-2.3
2.268 AC
S-2.2
6,875 SF
PSE & TE
S-2.3
12,753 SF
PSE & TE
S33°24'19"W(R)
S31°11'13"W(R)
Δ=1°26'29" L=38.47
N23°44'54"E 184.00'
N23°44'54"E 178.02'
N23°44'54"E 325.32'
N23°44'54"E 329.38'
N23°44'54"E 341.85'
347.01'
507.40'(T)
MARINA STATION DRIVE
38'
14'
7'
5' PSE
PARCEL OS-3
39,292 SF
S-2.1
21,403 SF
PSE & TE
MARINA STATION DRIVE
N23°44'54"E 332.97'
N42°13'12"E 363.24'(M-M)
N42°13'12"E 325.33'(T)
N42°13'12"E 336.51'
N42°13'12"E 328.35'
PARCEL MU-2.1
Δ=99°14'10" R=24.00' L=41.57'
N57°00'57"W 64.53'
N57°00'57"W 181.53'(T)
68.63'
112.90'
31'

LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - -	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–CL)	MONUMENT TO CENTERLINE
◎	SET STANDARD STREET MONUMENT STAMPED LS 8002.
●	FOUND MONUMENT, AS NOTED.
AC	ACRES
(BD)	BOUNDARY
PCL	PARCEL
PSE	PUBLIC SERVICES EASEMENT
IEUE	INGRESS, EGRESS & UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
TE	TRAIL EASEMENT

NOTES

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2. ALL REAR LOT CORNERS ADJACENT TO A LANE SHALL BE REFERENCED WITH A CHISELED "–" IN THE LANE AT AN ARBITRARY DISTANCE FROM THE LOT CORNER IN THE TOP OF THE CONCRETE ROLLED CURB WHERE IT CROSSES A LOT LINE.
3. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

WHITSON ENGINEERS

40 0 40 80
SCALE: 1" = 40'

PROPERTY LINE OR CL
5' 5'
3'
5'
8'
PSE
A

PUBLIC SERVICES EASEMENT (A)
SCALE 1" = 10'

TRACT NO. _____
MARINA STATION
PHASE 1 & 2

A SUBDIVISION OF PARCEL A
AS SHOWN ON THE PARCEL MAP ENTITLED
"MARINA STATION, PHASE 1 & 2",
AND FILED IN VOLUME 24 OF PARCEL MAPS AT PAGE 36,
OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA
AND CONTAINING 71.15 ACRES

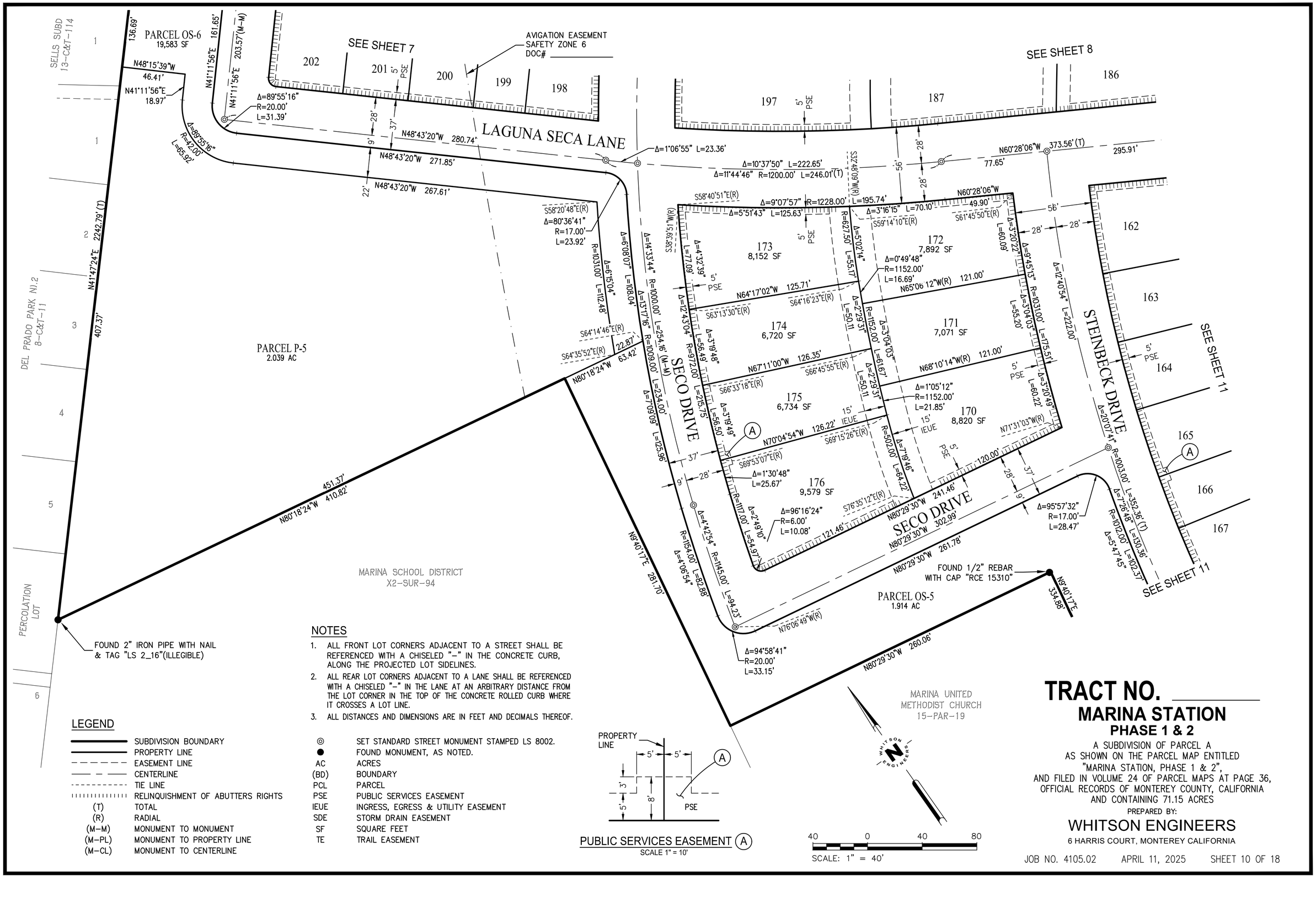
PREPARED BY:

WHITSON ENGINEERS

6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 9 OF 18

SEE SHEET 11



LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - - -	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–CL)	MONUMENT TO CENTERLINE

◎	SET STANDARD STREET MONUMENT STAMPED LS 8002.
●	FOUND MONUMENT, AS NOTED.
AC	ACRES
(BD)	BOUNDARY
PCL	PARCEL
PSE	PUBLIC SERVICES EASEMENT
IEUE	INGRESS, EGRESS & UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
TE	TRAIL EASEMENT

NOTES

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TRACT NO. _____

MARINA STATION

PHASE 1 & 2

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6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 10 OF 18

SEE SHEET 8

SEE SHEET 9

SEE SHEET 10

SEE SHEET 15

LAGUNA SECA LANE

STEINBECK DRIVE

CANNERY DRIVE

MARINA STATION DRIVE

CORTNEY LN

CANNERY LANE

BEACH ROAD

DE FOREST ROAD

P G&E

RIGHT OF WAY ACCESS PER DOC# 2024039065

30' WATER PIPE EASEMENT DOC# 2007023037 DOC# 2010035896

PARCEL MU-2.3
2.268 AC

PARCEL TH-2.3
25,920 SF

PARCEL OS-5
1.914 AC

PARCEL OS-3

S-2.1

S-2.3
12,753 SF
PSE & TE

OS-2
2,897 SF
507.40'(T)

P-6
16,488 SF

MARINA UNITED METHODIST CHURCH
15-PAR-19

MARINA VILLA
8-C&T-35

PUBLIC SERVICES EASEMENT (B)
SCALE 1" = 10'

(A) PUBLIC SERVICES EASEMENT
SCALE 1" = 10'

FOUND 3" IRON PIPE WITH PLASTIC PLUG "RCE 1215"

NOTE: SEE LEGEND, SHEET 5.

SCALE: 1" = 40'

NOTES

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MARINA STATION

PHASE 1 & 2

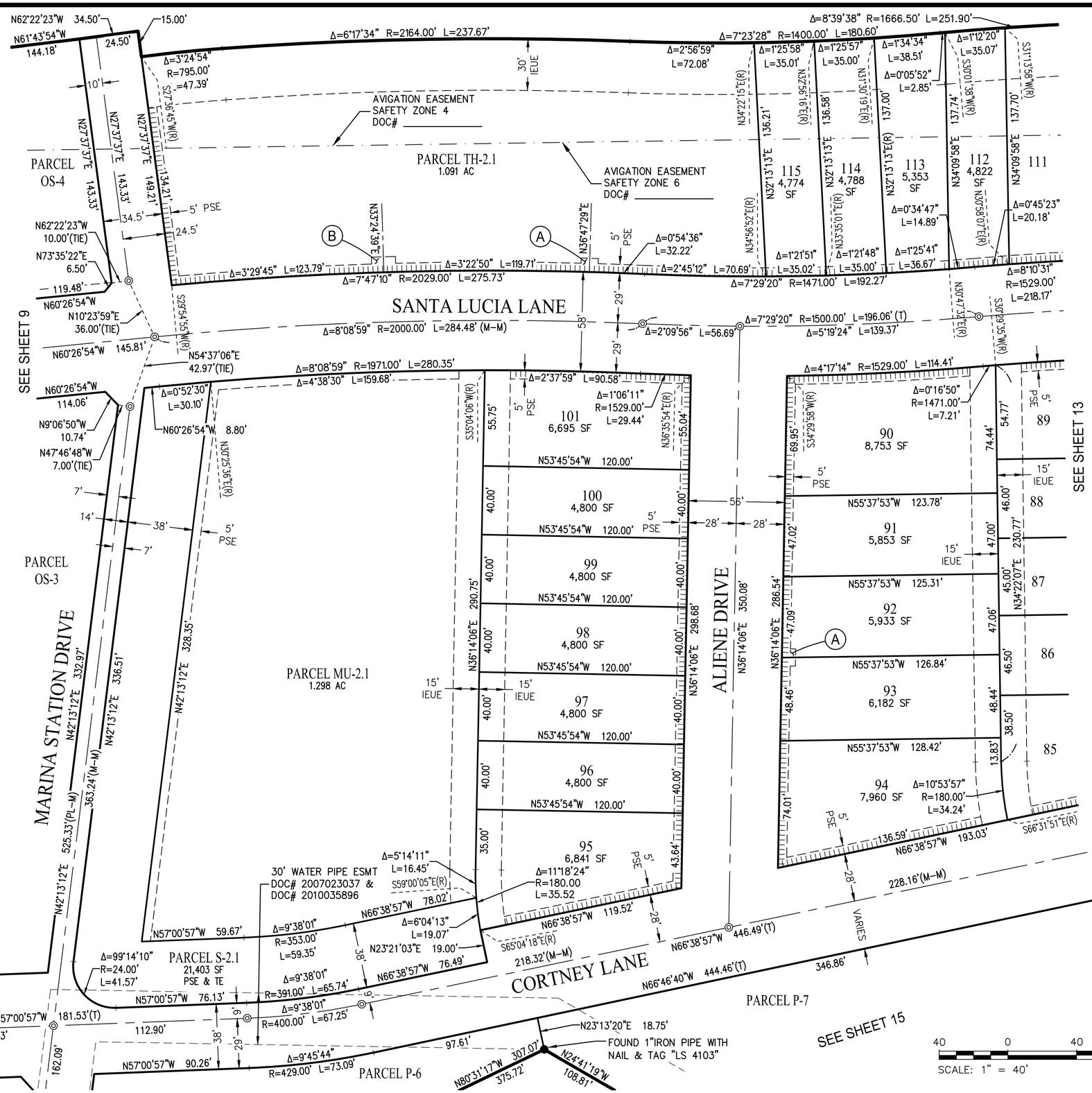
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JOB NO. 4105.02 APRIL 11, 2025 SHEET 11 OF 18

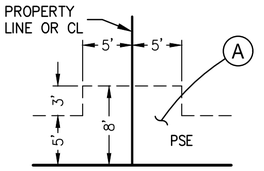


LEGEND

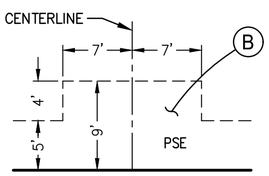
———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - -	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–CL)	MONUMENT TO CENTERLINE
◎	SET STANDARD STREET MONUMENT STAMPED LS 8002.
●	FOUND MONUMENT, AS NOTED.
AC	ACRES
(BD)	BOUNDARY
PCL	PARCEL
PSE	PUBLIC SERVICES EASEMENT
IEUE	INGRESS, EGRESS & UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SF	SQUARE FEET
TE	TRAIL EASEMENT

NOTES

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PUBLIC SERVICES EASEMENT (A)
SCALE 1" = 10'



PUBLIC SERVICES EASEMENT (B)
SCALE 1" = 10'

TRACT NO. _____

MARINA STATION

PHASE 1 & 2

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AS SHOWN ON THE PARCEL MAP ENTITLED
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PREPARED BY:

WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 12 OF 18

PARCEL C
24 PM 36

AVIGATION EASEMENT
SAFETY ZONE 4
DOC# _____

AVIGATION EASEMENT
SAFETY ZONE 6
DOC# _____

SANTA LUCIA LANE

CRESCENT AVENUE

TULE DRIVE

CORTNEY LANE

SEE SHEET 12

SEE SHEET 14

SEE SHEET 15

PARCEL P-7

SEE DETAIL A, THIS SHEET

SEE DETAIL B, THIS SHEET

LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - -	EASEMENT LINE
—— – ——	CENTERLINE
----------	TIE LINE
⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
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PUBLIC SERVICES EASEMENT (A)
SCALE 1" = 10'

DETAIL A
SCALE 1" = 10'

DETAIL B
SCALE 1" = 10'

40 0 40 80
SCALE: 1" = 40'

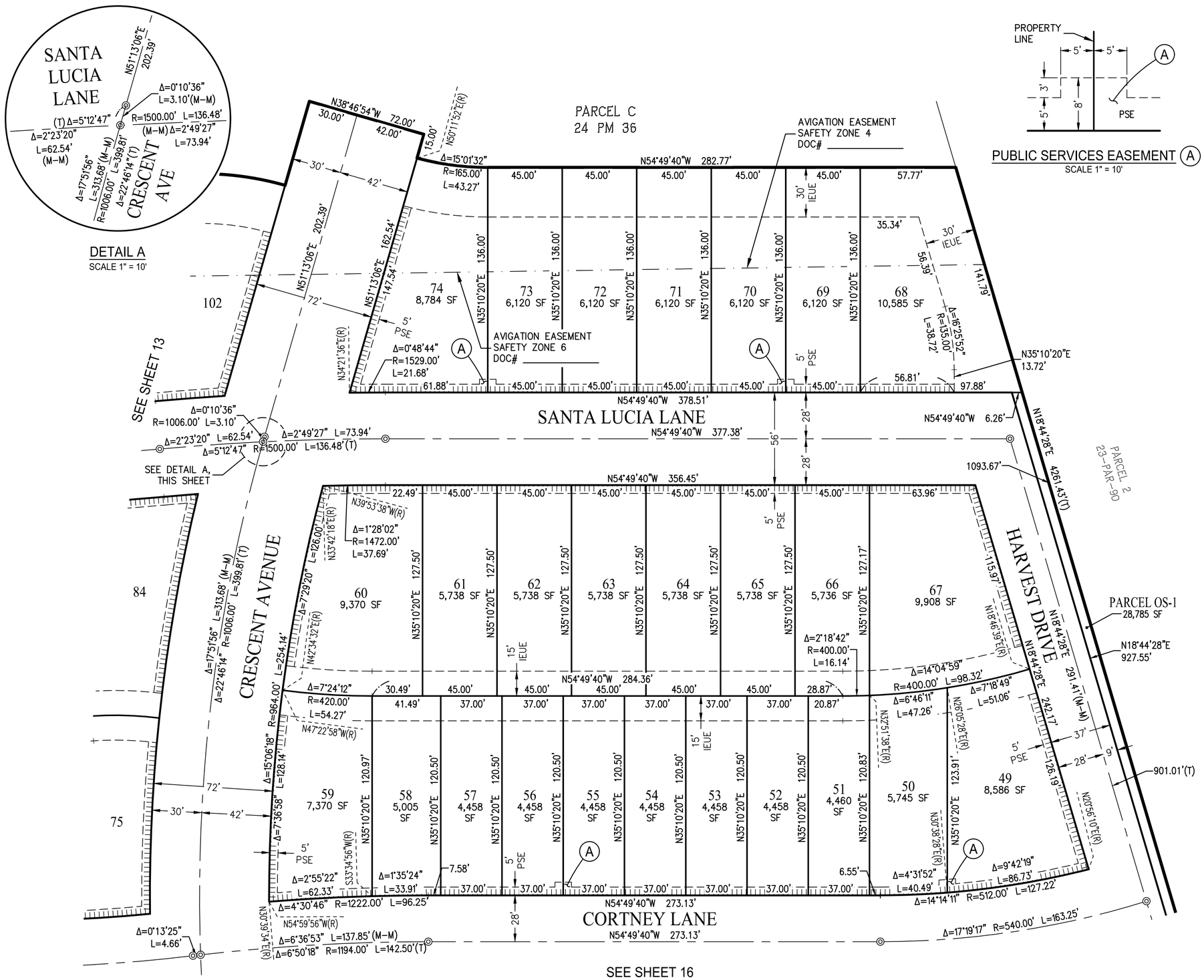
TRACT NO. _____
MARINA STATION
PHASE 1 & 2

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OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA
AND CONTAINING 71.15 ACRES

PREPARED BY:

WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 13 OF 18



PUBLIC SERVICES EASEMENT (A)

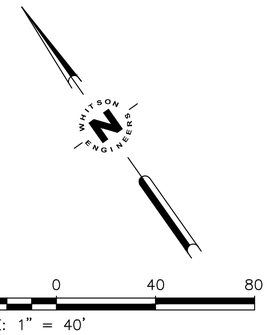
SCALE 1" = 10'

LEGEND

———	SUBDIVISION BOUNDARY
———	PROPERTY LINE
- - - - -	EASEMENT LINE
—— - ——	CENTERLINE
----------	TIE LINE
⁞⁞⁞⁞⁞⁞⁞⁞⁞⁞	RELINQUISHMENT OF ABUTTERS RIGHTS
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
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●	FOUND MONUMENT, AS NOTED.
AC	ACRES
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PCL	PARCEL
PSE	PUBLIC SERVICES EASEMENT
IEUE	INGRESS, EGRESS & UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
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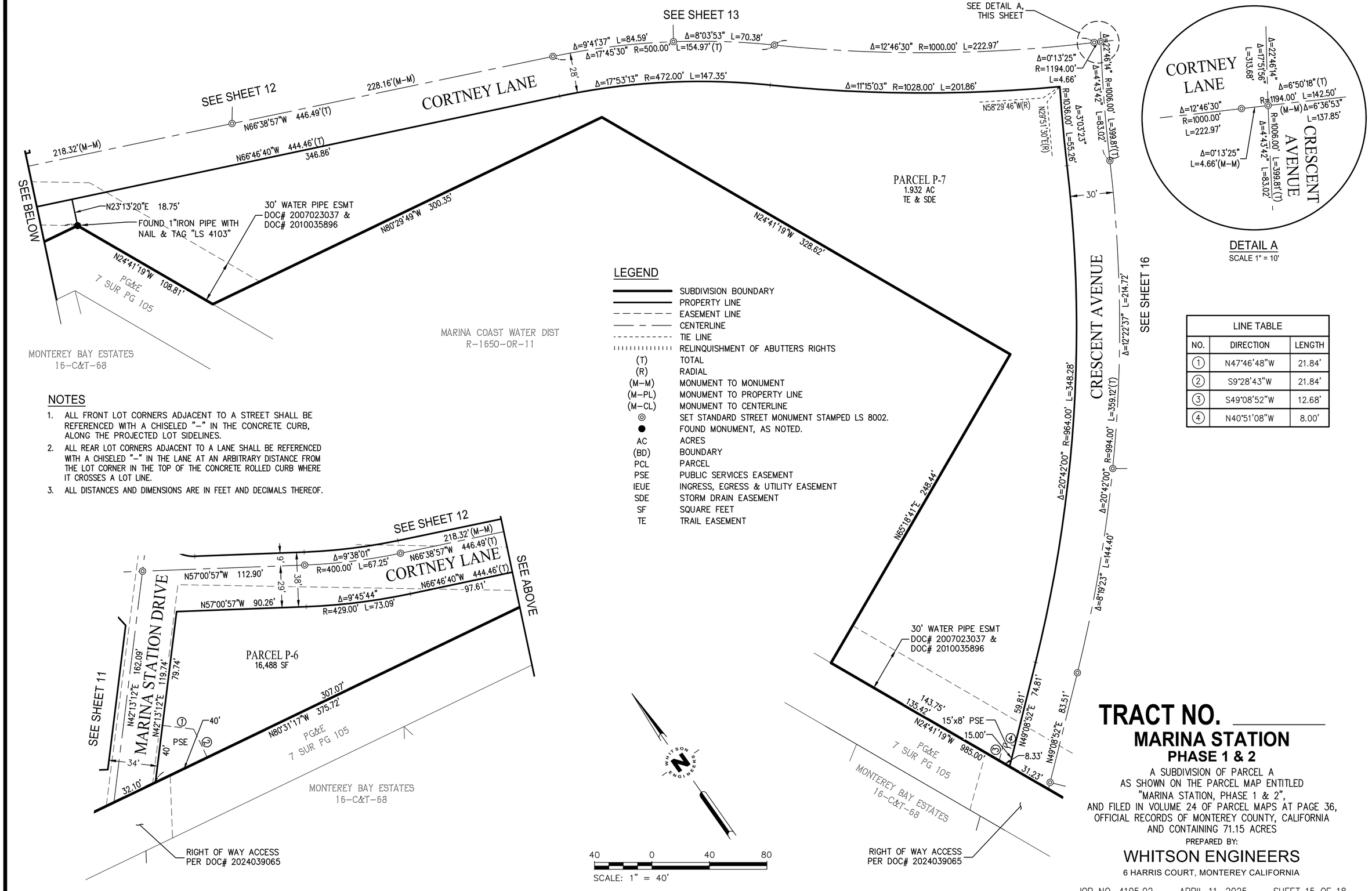
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SF	SQUARE FEET
TE	TRAIL EASEMENT

LINE TABLE		
NO.	DIRECTION	LENGTH
①	N47°46'48"W	21.84'
②	S9°28'43"W	21.84'
③	S49°08'52"W	12.68'
④	N40°51'08"W	8.00'

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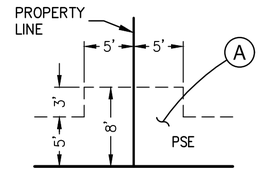
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6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 15 OF 18

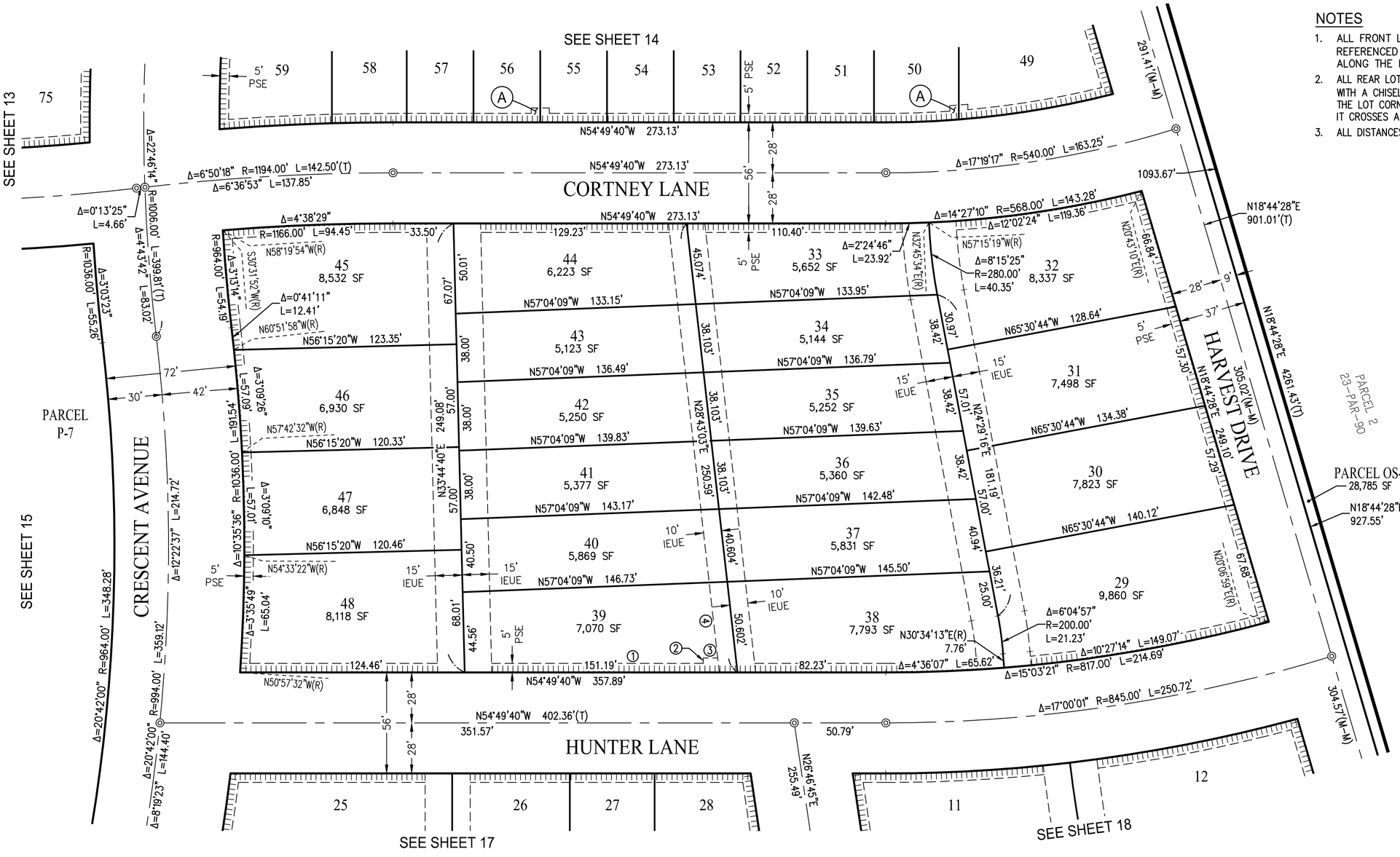
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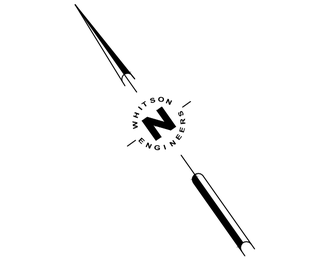
PUBLIC SERVICES EASEMENT (A)
SCALE 1" = 10'

LINE TABLE		
NO.	DIRECTION	LENGTH
(1)	N54°49'40"W	117.34'
(2)	S35°10'20"W	3.00'
(3)	S54°49'40"E	8.00'
(4)	N28°43'03"E	42.16'



LEGEND

———	SUBDIVISION BOUNDARY	◎	SET STANDARD STREET MONUMENT STAMPED LS 8002.
———	PROPERTY LINE	●	FOUND MONUMENT, AS NOTED.
– – – – –	EASEMENT LINE	AC	ACRES
—— – ——	CENTERLINE	(BD)	BOUNDARY
- - - - - - -	TIE LINE	PCL	PARCEL
' ' ' ' ' ' '	RELINQUISHMENT OF ABUTTERS RIGHTS	PSE	PUBLIC SERVICES EASEMENT
(T)	TOTAL	IEUE	INGRESS, EGRESS & UTILITY EASEMENT
(R)	RADIAL	SDE	STORM DRAIN EASEMENT
(M–M)	MONUMENT TO MONUMENT	SF	SQUARE FEET
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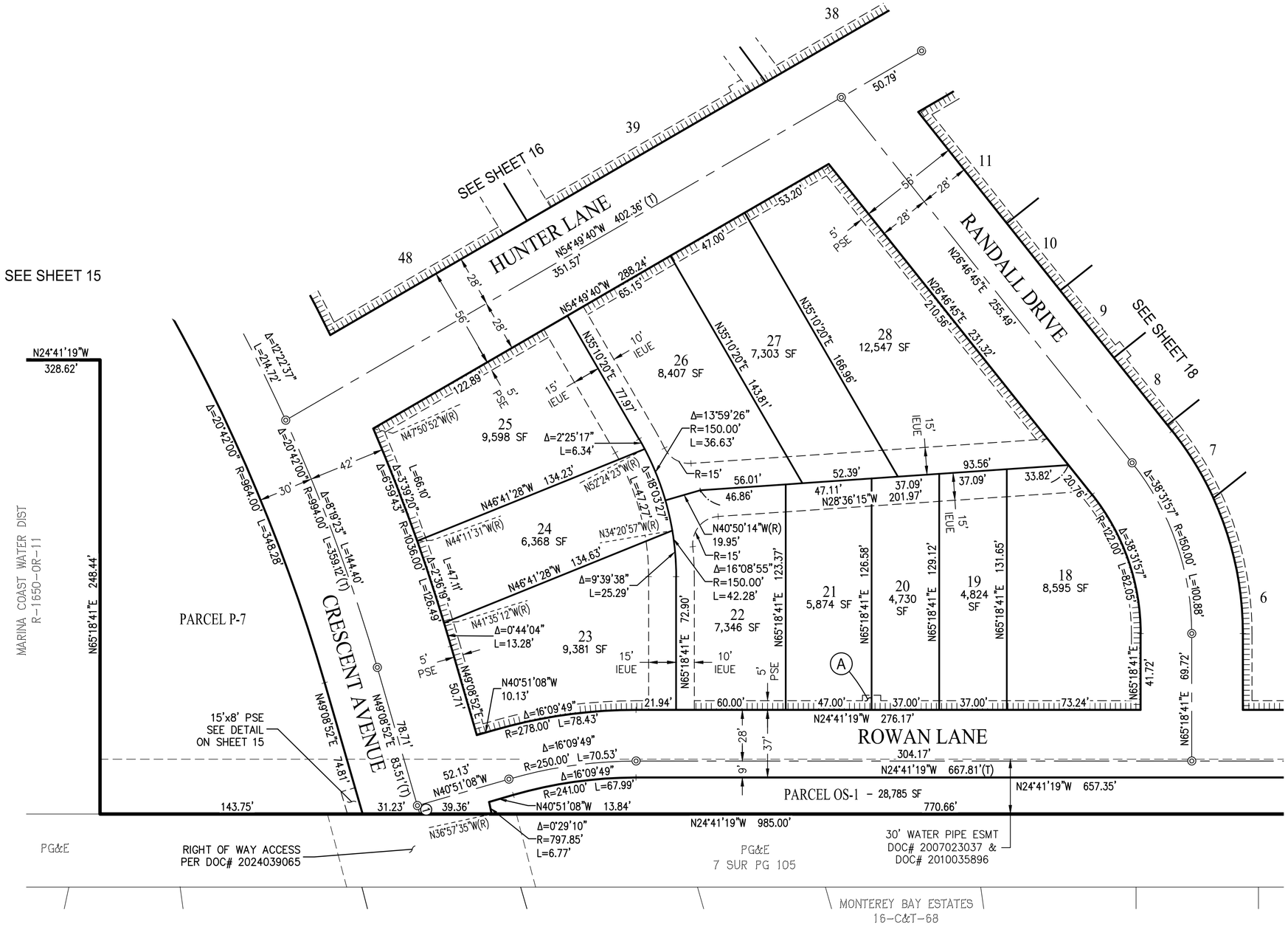
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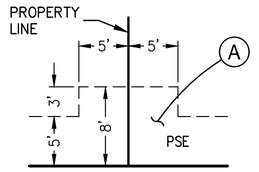
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 4105.02 APRIL 11, 2025 SHEET 16 OF 18



LEGEND

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SCALE 1" = 10'

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LINE TABLE		
NO.	DIRECTION	LENGTH
(1)	N49°08'52"E	4.80'

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JOB NO. 4105.02 APRIL 11, 2025 SHEET 17 OF 18

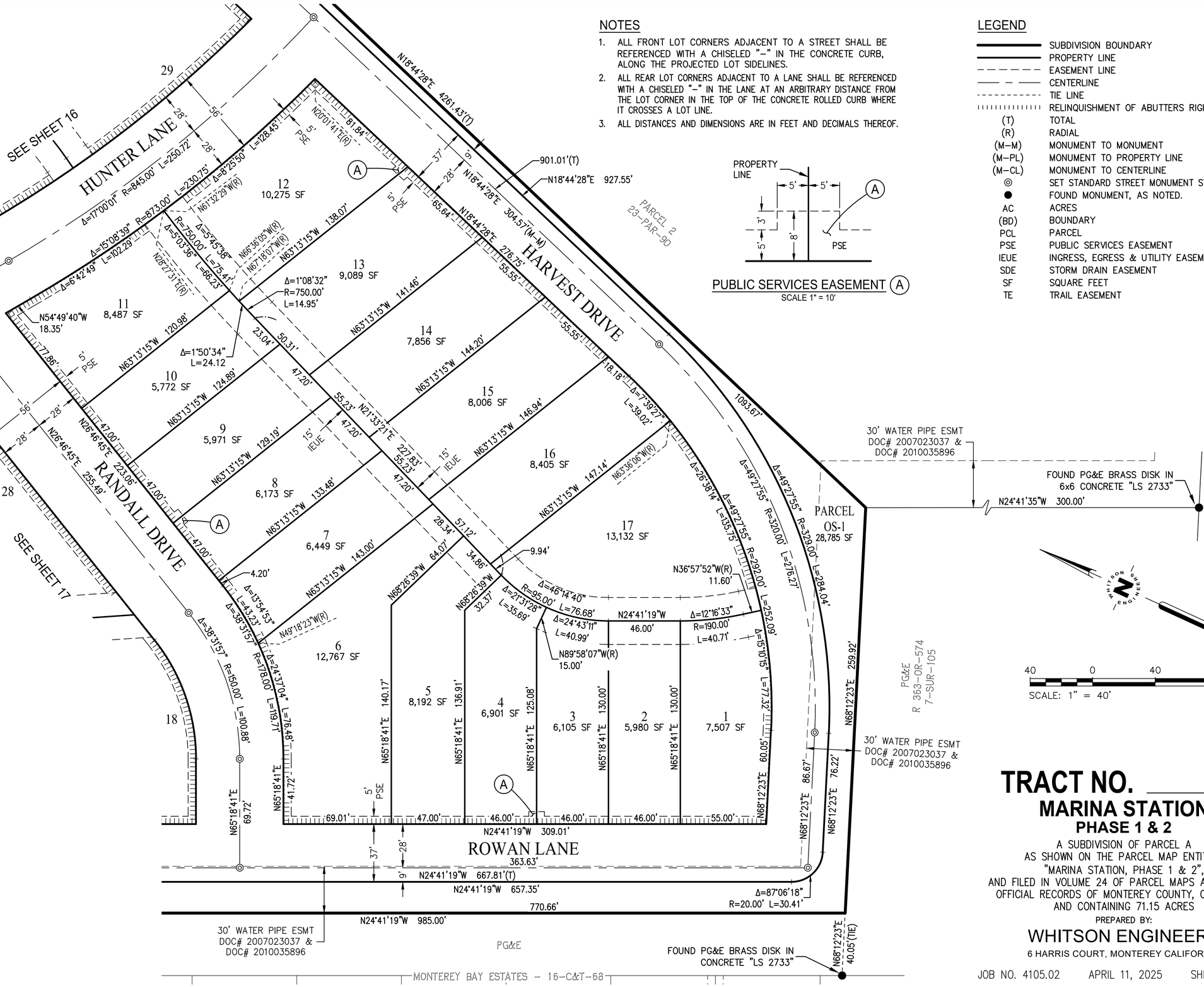
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PUBLIC SERVICES EASEMENT (A)
SCALE 1" = 10'



40 0 40 80
SCALE: 1" = 40'

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JOB NO. 4105.02 APRIL 11, 2025 SHEET 18 OF 18

MARINA STATION
PHASE 1 & 2
MARINA, CALIFORNIA
IMPROVEMENT PLANS

PROJECT TEAM

APPLICANT/ DEVELOPER	THIRD MILLENNIUM PARTNERS, LLC 5671 SANTA TERESA BLVD. SUITE 216 SAN JOSE, CA 95123 TERRY SECOR (559) 302-8427
CIVIL ENGINEER	WHITSON ENGINEERS 6 HARRIS COURT MONTEREY, CA 93940 ANDREW HUNTER, RCE 67730 (831) 649-5225
GEOTECHNICAL ENGINEER	QUANTUM GEOTECHNICAL INC. 1110 BURNETT AVENUE SUITE B CONCORD, CA 94520 SIMON MAKDESSI, PE, GE, QSD 788-2751(925)

BENCHMARK NOTES

1. SURVEY CONTROL COORDINATES ARE RELATIVE TO A GROUND-BASED APPROXIMATION OF THE CALIFORNIA COORDINATE SYSTEM, NAD83 ZONE IV. COORDINATES HAVE BEEN SCALED TO GROUND BY APPLYING AN AVERAGE COMBINED SCALE FACTOR OF 1.0000557358 ABOUT CONTROL POINT #219. BEARINGS SHOWN ARE TRUE GRID BEARINGS PER THE CALIFORNIA COORDINATE SYSTEM.
2. ELEVATIONS ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), ESTABLISHED USING STATIC GPS SURVEYING METHODS AND A LEAST-SQUARES NETWORK ADJUSTMENT IN OCTOBER 2019. THREE BENCHMARKS WITH NAVD88 ELEVATIONS PUBLISHED BY THE NATIONAL GEODETIC SURVEY AND/OR THE CALIFORNIA SPATIAL REFERENCE CENTER WERE INCLUDED IN THE GPS NETWORK: NGS PID'S GU4263 ("HPGN CA 05 13"), GU3881("BORONDA") AND GU4107 ("T 1448").
3. AN ESTABLISHED NAVD88 ELEVATION OF 91.71' FOR A "MAG" NAIL AND WASHER STAMPED "WHITSON ENGINEERS" IN AC PAVEMENT AT THE BEND / INTERSECTION OF QUEBRADA DEL MAR AND TALLMON STREET, DESIGNATED POINT NUMBER 215, SHOWN ON THIS SHEET, IS THE LOCAL SITE BENCHMARK.



SITE PLAN

SCALE: 1" = 250'

REVISION LOG					
NO.	DATE	DESCRIPTION	SHEETS	CITY	MCWD

Applicable Plan Sheets Approved by Marina Coast Water District (MCWD)

Garrett Haertel, PE District Engineer — 11/15/24 Date

The following Plans have been reviewed for consistency with the MCWD Standards. The Project's tentative Map and Approved Project Conditions with the exception of those requirements waived, reviewed, and/or modified by MCWD or other Consultants' review of these Plans Does Not release the Developer or the Engineer of the responsibility for correction of mistakes, errors or omissions contained therein.

MARINA COAST WATER DISTRICT
11 RESERVATION ROAD
MARINA, CA 93933
(831) 384-6131

APPROVED FOR CONSTRUCTION: GARRETT HAERTEL, P.E. 72403, DISTRICT ENGINEER — DATE 11/15/2024

APPROVED FOR CONSTRUCTION

NOURDIN KHAYATA, P.E. 52446
INTERIM PUBLIC WORKS DIRECTOR — DATE 11/21/2024

REVIEWED BY — DATE 11/7/2024

THE GEOTECHNICAL ASPECTS OF THE IMPROVEMENT PLANS HAVE BEEN REVIEWED FOR SUBSTANTIAL CONFORMANCE WITH THE INTENT OF THE RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL EXPLORATION REPORT.

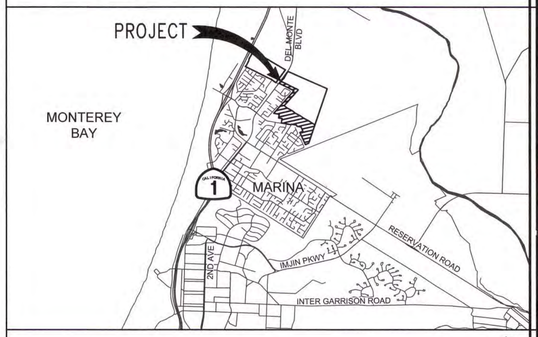
Know what's below. Call before you dig.

0 1 2 INCHES 3

J:\Monterey Projects\4105 - Marina Station\CAD\PLANSET\SHT\PH1_2\P-MS PH1_2-01.dwg dbuhler Nov 07, 2024 - 11:22am

LOCATION MAP

EXHIBIT B



NOT TO SCALE — NORTH

LEGEND

DESCRIPTION	PROPOSED	EXISTING
SUBDIVISION BOUNDARY		
LOT LINE		
RIGHT-OF-WAY		
CENTER LINE		
EASEMENT LINE		
HINGE LINE/TOP SLOPE		
TOE SLOPE		
GRADE BREAK		
SAWCUT LIMIT		
GUTTER FLOWLINE		
EARTH DITCH		
CONCRETE V-DITCH		
CURB AND GUTTER		
SIDEWALK		
DRIVEWAY CURB CUT		
CURB RAMP		
DOMESTIC WATER MAIN	W	W
SANITARY SEWER	SS	SS
STORM DRAIN	SD	SD
STORM MANHOLE		
STANDARD CURB INLET		
STORM DRAIN FIELD INLET		
STORM DRAIN OUTFALL PROTECTION		

INDEX OF SHEETS

SHEET	DESCRIPTION
1	COVER SHEET
2	IMPROVEMENT PLAN NOTES
3	SHEET INDEX – STREETS
4	SHEET INDEX – LANES
5	UTILITY SPECIFICATIONS, QUANTITIES & SCHEDULES
6-8	IMPROVEMENT PLAN DETAILS & UTILITY DETAILS
9-10	IMPROVEMENT PLAN DETAILS
11	STREET SECTIONS
12-19	STORMWATER CHAMBER TYPICAL DETAILS
20-21	MCWD STANDARD WATER DETAILS
22	MCWD STANDARD SANITARY SEWER DETAILS
23-27	UTILITY SYSTEM MAPS
28-70	PLAN & PROFILES – STREETS
71-92	PLAN & PROFILES – LANES
93-94	PLAN & PROFILES – PASEOS
95-102	CURB RETURN PROFILES
103	ROUNDABOUT FINE GRADING
104	PLAN & PROFILE – DEL MONTE BLVD
105-109	SIGNING AND STRIPING PLAN & DETAILS

WDID No.: 3 27C402090
RISK LEVEL: 2

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ARV	AIR RELEASE VALVE
B	BUBBLER
BC	BEGINNING OF CURVE
BEG	BEGIN
BFP	BACK FLOW PREVENTER
BO	BLOW OFF VALVE
BOW, BW	BACK OF WALK
BRP	BIORETENTION POND
BWV	BACK WATER VALVE
(C)	COMMERCIAL
CATV	CABLE TELEVISION
CB	CATCH BASIN
CG&S	CURB, GUTTER & SIDEWALK
CL	CENTERLINE
CO	CLEAN OUT
CONC	CONCRETE
CR	CROWN
DI	DROP INLET/DITCH INLET
DL	DRIVEWAY LIP
DW	DRIVEWAY
EC	END OF CURVE
EM	EASEMENT
EP	EDGE OF PAVEMENT
ER	END OF RETURN
EX, EXIST, (E)	EXISTING
(F)	FUTURE
FC	FACE OF CURB
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FUT	FUTURE
GB	GRADE BREAK
GND	GROUND
GR	GRATE
HGL	HYDRAULIC GRADE LINE
HL	HINGE LINE
HP	HIGH POINT
IEE	INGRESS AND EGRESS EASEMENT
IEUE	INGRESS AND EGRESS UTILITY ESMT
IM	IRRIGATION METER
INV	INVERT
IS	IRRIGATION SLEEVE
JMH	JUNCTION MANHOLE
L	LENGTH
LAG	LOWEST ADJACENT GRADE
LCD	LANE CURB DRAIN
LL	LOT LINE
LP	LOW POINT
LS	LANDSCAPE
LT	LEFT
MAX	MAXIMUM
MID	MIDDLE
MIN	MINIMUM
NE	NORTHEAST
NW	NORTHWEST
OB	OVERBUILD
OH	OVERHEAD ELECTRIC
(P)	PROPOSED
P	PAD
PCC	PORTLAND CEMENT CONCRETE
PFF	PORCH FINISH FLOOR
PIP	PROTECT IN PLACE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVE
PRI	PRIMARY RISER OVERFLOW STRUCTURE
PT	POINT OF TANGENT
PSE	PUBLIC SERVICES EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RET	RETAINING
RT	RIGHT
R/W	RIGHT OF WAY
SC	SAW CUT
SDMH	STORM DRAIN MANHOLE
SE	SOUTHEAST
SHT	SHEET
SO	SIDE OPENING
SRI	SECONDARY RISER OVERFLOW STRUCTURE
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
SW	SOUTHWEST
S/W	SIDEWALK
TB	TOP OF BANK
TBC	TOP OF BAND CURB
TC	TOP OF CURB
TCD	TOP CURB DRAIN
TI	TRAFFIC INDEX
TRC	TOP OF ROLLED CURB
TW	TOP OF WALL
TYP	TYPICAL
UG	UNDERGROUND GAS
UT	UNDERGROUND TELEPHONE
W	WATER
WQ	WATER QUALITY
WSE	WATER SURFACE ELEVATION
WV	WATER VALVE
XJT	EXISTING JOINT TRENCH

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com
Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER — ANDREW P. HUNTER — No. 67730 — CIVIL — STATE OF CALIFORNIA

SUBMITTAL / REVISION		
3	9/4/2024	APPROVED PLANS
	APH	

MARINA STATION - PHASE 1 & 2
IMPROVEMENT PLANS

MARINA, CALIFORNIA

COVER SHEET
SITE PLAN, VICINITY MAP, INDEX, LEGEND, NOTES

APN 175-011-038

SCALE:	1" = 250'
DRAWN:	APH
JOB No.:	4105.02

SHEET 1 OF 109

MST HIGHLIGHTS
Board of Directors Meeting
May 12, 2025

RECOGNIZED MAY EMPLOYEE OF THE MONTH

The MST Board adopted Resolution 2025-22 recognizing Fred Simkins, Coach Operator, as the May 2025 Employee of the Month for his outstanding contribution to MST and the entire community.

APPOINTED MOBILITY ADVISORY COMMITTEE MEMBERS

The MST Board appointed Jorge Ruiz and Elizabeth Gandara to the Mobile Advisory Committee.

CANCELLED MST'S COVID WORKPLACE POLICY

The MST Board approved cancellation of MST's COVID workplace policy effective immediately.

APPROVED NEW DEVELOPMENT CATEGORIES FOR 31-DAY GOPASS GROUP DISCOUNTS

The MST Board approved new development categories for 31-day GoPass group discounts.

RECEIVED UPDATE ON THE SCIENCE ON WHEELS PROGRAM

The MST Board received an update on the Science on Wheels program from Isaura Arreguin, Development Director at the Salinas Community Science Workshop.

RECEIVED UPDATE ON THE STATUS OF MST VACANT BUDGETED POSTIONS

The MST Board received an update on the status of vacant budgeted positions at the Monterey-Salinas Transit District, conducted a public hearing to receive Union comments on open positions within their bargaining units and no comments were received from the unit representatives.

AWARD CONTRACT FOR SECURITY GUARD FOOT PATROL AND MOBILE PATROL SERVICES

The MST Board authorized the General Manager/CEO or their designee to enter into a three-year contract with Citiguard, Inc. for security guard foot patrol and mobile patrol services, with the option to extend for two (2) additional one (1) year terms, in an amount not to exceed $1,864,908, including option years.

RECEIVED UPDATE FOR THE 2026-2030 STRATEGIC PLANNING WORKSHOP
The MST Board received an update and staff recommendations for the 2026 – 2030 Strategic Planning Workshop.

DOUBLE DECKER BUS DEMONSTRATION RIDE
The MST Board members were invited on a 15-minute ride around Upper/Lower Ragsdale Drive immediately following the meeting adjournment.

NEXT MST BOARD MEETING
The next regular MST Board meeting is scheduled for June 9, 2025.

May 12, 2025 Item No. **10j(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

Honorable Chairperson and Members
of the Successor Agency to Marina Redevelopment Agency

Successor Agency Meeting
of May 20, 2025

Chair and Board Members of
Preston Park Sustainable Community Non-Profit Corporation

Corporation Meeting
of May 20, 2025

CITY COUNCIL OF THE CITY OF MARINA, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY BOARD, AND PRESTON PARK SUSTAINABLE COMMUNITY NPC BOARD TO RECEIVE INVESTMENT REPORTS FOR THE CITY OF MARINA, CITY OF MARINA AS SUCCESSOR AGENCY TO THE MARINA REDEVELOPMENT AGENCY, AND PRESTON PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION AND ABRAMS B NON-PROFIT CORPORATION FOR THE QUARTER ENDED MARCH 2025

REQUEST:

It is requested that the City Council and Boards:

1. Consider receiving Investment Reports for the City of Marina, City of Marina as Successor Agency to the Marina Redevelopment Agency, and Preston Park Sustainable Community Non-Profit Corporation (PPSC-NPC) and Abrams B Non-Profit Corporation for the quarter ended March 31, 2025.

BACKGROUND:

Cash Management

At the end of the third quarter, the City's aggregate cash and investments were $168.6 million. This represents a decrease of $8.4 million when compared to the prior quarter. This variance can be attributed to more than $5.5 million in construction and capital outlay payments, as well as routine operating patterns.

The City's fiduciary funds, which consist of the Successor Agency to the Marina Redevelopment Agency and the Fort Ord Reuse Authority (FORA) bond reserve account, were $7.1 million and $2.4 million, respectively. The $593,000 increase primarily reflects the receipt of property tax revenues, net of debt service payments.

The combined Preston and Abrams cash and investment balances were $18.0 million. The quarterly increase of approximately $650,000 reflects on-going revenues and timing differences associated with expenditure.

Consistent with the City's investment strategy of capital preservation, the City has continued to maintain significant cash with the Local Agency Investment Fund (LAIF), US Treasury Bills, US Agency Bonds.

An overview of City investments is presented below, with detailed information included in the attached reports.

Table I: Cash and Investments

Summary of Cash and Investments
Amounts in Millions
Quarter Ended March 31, 2025

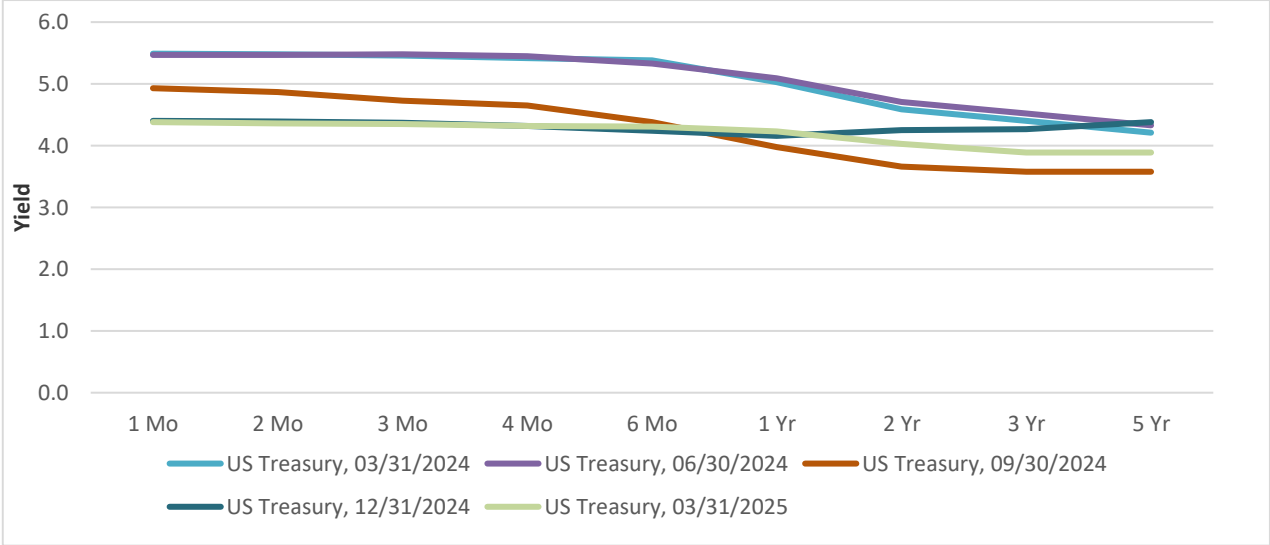
	December		March		Change (Curr - Prev)	
City	Yield	Amount	Yield	Amount	Yield	Amount
Cash	0.00%	17.93	0.00%	1.68	0.00%	(16.25)
LAIF	4.48%	41.78	4.34%	60.49	-0.14%	18.71
US Treasury Bills	4.73%	96.24	4.38%	83.16	-0.35%	(13.08)
US Agency Bonds	4.50%	6.99	4.50%	9.00	0.00%	2.01
Municipal Bonds	4.24%	3.99	4.24%	4.04	0.00%	0.05
Restricted Money Market - Bond Proceeds/Reserv	4.01%	10.10	3.90%	10.27	-0.12%	0.16
Subtotal		177.03		168.63		(8.40)
Fiduciary						
Cash	0.00%	0.17	0.00%	0.20	0.00%	0.03
LAIF	4.48%	2.44	4.34%	3.47	-0.14%	1.03
Restricted Money Market - Bond Proceeds/Reserv	4.03%	6.38	3.91%	5.92	-0.12%	(0.47)
Subtotal		8.99		9.58		0.59
Preston						
Cash	1.99%	13.53	1.97%	14.06	-0.02%	0.53
Money Market	0.65%	0.25	0.65%	0.25	0.00%	0.00
Subtotal		13.78		14.31		0.53
Abrams						
Cash	0.00%	0.35	0.00%	0.31	0.00%	(0.04)
Money Market	0.83%	3.22	0.83%	3.37	0.00%	0.16
Subtotal		3.57		3.69		0.12
Total Cash		**203.37**		**196.21**		**(7.15)**

Interest Rate / Economy

The Federal Open Committee (FOMC) is the monetary policy making body of the Federal Reserve. Their goal is to achieve maximum employment, with a targeted 2% inflation rate. While the FOMC met twice during the calendar year, there were no changes made to the federal funds interest rate. The rates remained at a range between 4.25% and 4.50%. Although there is continuing economic uncertainty, the FOMC members speculate that interest rates could fall in calendar year 2025 to between 3.75% - 4.00%.

The following chart shows the treasury yield curve and its shift from March 2024 to March 2025, as well as the decrease in interest rates when compared to the prior quarter.

Chart 1 Treasury Yield Curve



Investment Performance

The quarterly LAIF interest rate was 4.34%, which represents a 0.14% decrease from the previous quarter. Changes in LAIF rates typically follow or are in close alignment with the federal funds lending rate. A history of how LAIF closely tracks with the upper federal funds limit is provided in Chart II. The City's investment portfolio includes US Treasuries and a US Agency Bond with maturity dates of one year or more. Their current combined market yield is close to 4.33%, which is relatively consistent with the LAIF rate. While the return rates fluctuate with economic conditions, Chart I shows that the six-month and one-year treasury bill had a yield of 4.31% and 4.23%, respectively at March 31, 2025. The City's Mid-Cycle budget amendment reflects a potential reduction in interest earnings.

Chart II: LAIF Compared to Federal Funds Upper Limit Interest Rates

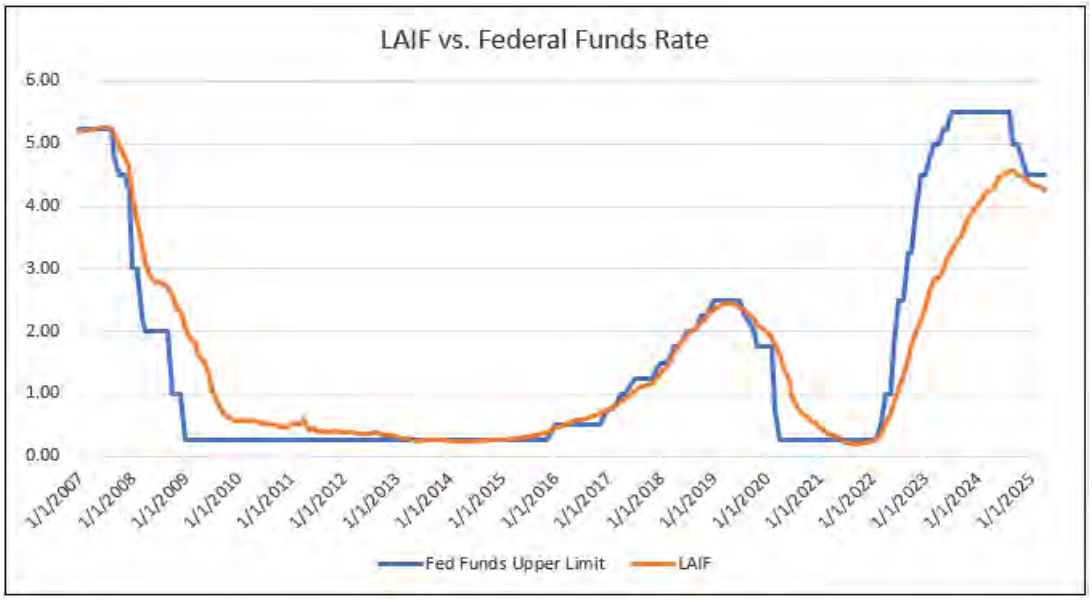


Chart provided by Time Value Investments, with source data from the Federal Reserve and the California State Treasury, Presentation dated March 2025.

Portfolio Strategy

The prior fiscal year investment goal was to match or outperform LAIF. While LAIF and US Treasury Bills are becoming more in alignment, attention will be given to cash flow needs to determine if it is prudent to purchase approved investments with terms of two to five years. This would allow the City to lock-in higher interest rates for a greater time horizon. This could be beneficial if there are continuing signs that interest rates will fall in calendar year 2025.

ANALYSIS:

The attached investment reports include the City of Marina's and the City of Marina as Successor Agency to the Marina Redevelopment Agency's and Preston & Abrams Non-Profit Corporation reports ("**EXHIBIT A**"). These include balances of City, Successor Agency and Preston Park / Abrams Park, and restricted FORA bond reserves that are held by financial institutions, as reported in their monthly statements.

FISCAL IMPACT:

There is no fiscal impact. This report is for informational purposes.

CONCLUSION:

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



Roger Sattoof
Financial Analyst
City of Marina

Tori Hannah
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

To: Honorable Mayor and City Council Members

From: Roger Sattoof, Financial Analyst

RE: Investment Report for **City of Marina** Funds
Quarter Ended March 31, 2025

Cash and Investment Summery:

		Market Value
Cash	$	1,678,920
Local Agency Investment Fund (LAIF)		60,490,318
US Treasury Bills		83,155,718
US Agency Bonds		8,998,191
Municipal Bonds		4,038,440
Restricted Money Market Account - Bond Proceeds or Bond Reserves		10,268,982
	$	**168,630,569**

Cash not earning interest	$	1,678,920
Non earning cash as a percentage of total cash		1%

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City of Marina's anticipated expenditure requirements for the next six (6) months. (California Government Code Section 53646)

Tori Hannah, Finance Director

Roger Sattoof, Financial Analyst

CITY OF MARINA
INVESTMENT REPORT
Quarter Ended March 31, 2025

Institution/Type of Investment	Additional Identifiers	CUSIP #	Purchase Date	Maturity	Rate (%)	Face Value	Market Value	Cost Basis	Unrealized Gain/Loss
Cash									
Petty Cash	-		-	-	-	$ 2,000	$ 2,000	$ 2,000	-
Chase Checking Account	-		-	-	-	1,634,150	1,634,150	1,634,150	-
Total Cash						**$ 1,636,150**	**$ 1,636,150**	**$ 1,636,150**	**-**
Investments									
Local Agency Investment Fund (LAIF)									
Pooled money investment	-		-	-	4.34%	**$ 60,490,318**	**$ 60,490,318**	**$ 60,490,318**	**$ -**
JP Morgan Investments									
US Agency Bond	Federal Farm Credit Bank	3133ERPC9	08/08/24	08/12/26	4.50%	5,000,000	4,997,431	5,000,000	(2,569.00)
US Treasury Bill	US Treasury Bill	912797PV3	03/20/25	03/19/26	4.02%	10,000,000	9,621,844	9,614,723	7,121.20
US Treasury Bill	US Treasury Bill	912797MG9	02/06/25	08/07/25	4.20%	6,124,000	6,033,406	5,999,247	34,158.33
US Treasury Bill	US Treasury Bill	91282CMH1	02/04/25	01/31/27	4.20%	5,000,000	5,016,992	4,992,383	24,609.40
US Treasury Bill	US Treasury Bill	912797LN5	06/28/24	06/12/25	5.04%	2,485,000	2,464,176	2,369,160	95,015.80
US Treasury Bill	US Treasury Bill	912797MS3	10/17/24	10/02/25	4.16%	9,607,000	9,407,104	9,236,325	170,779.40
US Treasury Bill	US Treasury Bill	91282CLY5	12/20/24	11/30/26	4.26%	2,500,000	2,512,012	2,499,414	12,597.68
US Treasury Bill	US Treasury Bill	91282CMB4	12/20/24	12/15/27	4.26%	2,500,000	2,507,324	2,483,477	23,847.33
Total JP Morgan Investments						**$ 43,216,000**	**$ 42,560,289**	**$ 42,194,729**	**$ 365,560**
Citizens Bank LPL									
Cash	-	-	-	-	1.98%	$ 2,083	$ 2,083	$ 2,083	$ -
US Treasury Bill	US Treasury Bill	912797PN1	02/21/25	08/14/25	4.31%	$ 15,308,000	$ 15,069,471	$ 15,000,004	$ 69,467
US Treasury Bill	US Treasury Bill	912797PX9	03/24/25	09/18/25	4.17%	$ 5,357,000	$ 5,253,406	$ 5,250,250	$ 3,156
US Treasury Bill	US Treasury Bill	91282CFW6	01/23/25	11/15/25	4.24%	$ 2,065,000	$ 2,068,872	$ 2,068,192	$ 680
US Treasury Bill	US Treasury Bill	912797KS5	04/18/24	04/17/25	5.20%	$ 5,252,000	$ 5,242,079	$ 4,999,788	$ 242,291
US Treasury Bill	US Treasury Bill	912797LN5	06/13/24	06/12/25	5.07%	$ 10,500,000	$ 10,411,905	$ 10,003,342	$ 408,563
Total Citizens Bank LPL						**$ 38,484,083**	**$ 38,047,815**	**$ 37,323,659**	**$ 724,157**

CITY OF MARINA

INVESTMENT REPORT
Quarter Ended March 31, 2025

Institution/Type of Investment	Additional Identifiers/CUSIP #		Purchase Date	Maturity	Rate (%)	Face Value	Market Value	Cost Basis	Unrealized Gain/Loss
Time Value Investments									
Money Market	-	-	-	-	3.97%	$ 40,687	$ 40,687	$ 40,687	$ -
US Treasury Bill	US Treasury Bill	91282CFZ9	11/12/24	11/30/27	4.15%	1,500,000	1,498,425	1,488,272	$ 19,322
US Treasury Bill	US Treasury Bill	91282CGL9	02/12/25	02/15/26	4.17%	2,000,000	1,997,640	1,996,670	$ 9,724
US Treasury Bill	US Treasury Bill	91282CJR3	01/13/25	12/31/28	4.43%	2,610,000	2,592,252	2,546,073	$ 24,334
US Treasury Bill	US Treasury Bill	9128285M8	11/12/24	11/15/28	4.16%	1,500,000	1,458,810	1,443,222	$ 17,611
US Agency Bond	Federal Home Loan Banks	3130B3XQ1	12/04/24	12/04/26	4.50%	2,000,000	1,998,900	2,000,000	$ 29,250
US Agency Bond	Federal Home Loan Banks	3130B4NK3	02/12/25	01/16/26	4.20%	2,000,000	2,001,860	2,000,846	$ 17,708
Municipal Bonds	California State GO Bonds	13063EGT7	11/07/24	08/01/29	4.24%	4,000,000	4,038,440	4,043,916	$ 30,000
Total Time Value Investments						**$ 15,650,687**	**$ 15,627,014**	**$ 15,559,686**	**$ 147,948**

Institution/Type of Investment	Additional Identifiers/CUSIP #		Purchase Date	Maturity	Rate (%)	Face Value	Market Value	Cost Basis	Unrealized Gain/Loss
Restricted Bond Reserve Accounts									
US Bank									
Money Market	Abrams B Debt Service		-	-	3.97%	$ 477,024	$ 477,024	$ 477,024	-
Money Market	2022 COPS - Transportation Improvements		-	-	3.82%	$ 9,791,958	$ 9,791,958	$ 9,791,958	-
Total Bond Reserve Accounts						**$ 10,268,982**	**$ 10,268,982**	**$ 10,268,982**	**-**
				Total Cash and Investments		**$ 169,746,221**	**$ 168,630,569**	**$ 167,473,524**	**$ 1,237,665**

To: Honorable Mayor and City Council Members

From: Roger Sattoof, Financial Analyst

RE: Investment Report for **Fiduciary** Funds: **Successor Agency and the FORA Bond Reserve Account**
Quarter Ended March 31, 2025

Cash and Investment Summery:

		Market Value
Cash	$	197,502
Local Agency Investment Fund (LAIF)	$	3,465,235
Restricted Money Market - Bond Proceeds/Bond Reserves	$	5,915,736
Total	**$**	**9,578,473**

Cash not earning interest	$	197,502
Non earning cash as a percentage of total cash		2%

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the Successor Agency's anticipated expenditure requirements for the next six (6) months. (California Government Code Section 53646)

Tori Hannah, Finance Director

Roger Sattoof, Financial Analyst

City of Marina
Investment Report for **Fiduciary** Funds
Quarter Ended March 31, 2025

Successor Agency

Institution/Type of Investment	Additional Identifiers/CUSIP#	Purchase Date	Maturity	Rate (%)	Face Value	Market Value	Cost Basis	Unrealized Gain /Loss
Cash								
Checking Account	Chase Bank	-	-	0.00%	$ 197,502	$ 197,502	$ 197,502	-
Investments								
Local Agency Investment Fund (LAIF)								
Pooled money investment				4.34%	$ 3,465,235	$ 3,465,235	$ 3,465,235	-
Restricted Bond Reserve Accounts								
US Bank								
Money Market	2018 Housing Tax Allocation Bonds Series A&B	-	-	4.02%	$ 1,171,257	$ 1,171,257	$ 1,171,257	-
Money Market	2020 Housing Tax Allocation Bonds Series A&B	-	-	4.00%	$ 979,875	$ 979,875	$ 979,875	-
Money Market	2023 Housing Tax Allocation Bonds Series A&B	-	-	3.80%	$ 1,308,000	$ 1,308,000	$ 1,308,000	-
Total Bond Reserve Accounts					**$ 3,459,132**	**$ 3,459,132**	**$ 3,459,132**	**-**
Total Successor Agency					**$ 7,121,869**	**$ 7,121,869**	**$ 7,121,869**	**-**

FORA

Institution/Type of Investment	Additional Identifiers/CUSIP#	Purchase Date	Maturity	Rate (%)	Face Value	Market Value	Cost Basis	Unrealized Gain/Loss
Restricted Bond Reserve Accounts								
US Bank								
Money Market	2020 Tax Allocation Bonds	-	-	3.82%	$ 2,456,604	$ 2,456,604	$ 2,456,604	-

Total Cash and Investments **$ 9,578,473**

To: Honorable Mayor and City Council Members

From: Roger Sattoof, Financial Analyst

RE: Investment Report for **Abrams and Preston** Funds
Preston Park Sustainable Community Non-Profit Corporation & Abrams B Non-Profit Corporation
Quarter Ended March 31, 2025

Cash and Investment Summery:

	Market Value
Cash	$ 14,377,046
Money Market	3,624,947
Total	**$ 18,001,994**

Cash not earning interest	$ 896,354
Non earning cash as a percentage of total cash	5%

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City of Marina's anticipated expenditure requirements for the next six (6) months.
(California Government Code Section 53646)

Tori Hannah, Finance Director

Roger Sattoof, Financial Analyst

CITY OF MARINA
INVESTMENT REPORT
Quarter Ended March 31, 2025

Preston Park

Institution/Type of Investment	Additional Identifiers /CUSIP#	Purchase Date	Maturity	Rate (%)	Face Value	Market Value	Cost Basis	Unrealized Gain /Loss
Cash								
Chase Bank								
Checking Account	Operations	-	-	2.20%	$ 563,755	$ 563,755	$ 563,755	-
Checking Account	Security Deposit	-	-	0.00%	$ 584,087	$ 584,087	$ 584,087	-
Bridge Bank								
High-Yield Checking Accoun	Capital Reserve Account	-	-	3.71%	$ 12,916,938	$ 12,916,938	$ 12,916,938	-
Total Cash					$ 14,064,780	$ 14,064,780	$ 14,064,780	-
Investments								
Bridge Bank								
Money Market	Capital Reserve Account	-	-	0.65%	$ 250,138	$ 250,138	$ 250,138	-
Total Investments					$ 250,138	$ 250,138	$ 250,138	-
Total Cash and Investments - Preston Park					**$ 14,314,918**	**$ 14,314,918**	**$ 14,314,918**	-

Abrams Park

Institution/Type of Investment	Additional Identifiers /CUSIP#	Purchase Date	Maturity	Rate (%)	Face Value	Market Value	Cost Basis	Unrealized Gain /Loss
Cash								
Bridge Bank								
Checking Account	Operations	-	-	0.00%	$ 312,267	$ 312,267	$ 312,267	-
Total Cash					$ 312,267	$ 312,267	$ 312,267	-
Investments								
Bridge Bank								
Money Market	Trust - Securty Deposits	-	-	0.65%	$ 276,793	$ 276,793	$ 276,793	-
Money Market	Trust - Reserves	-	-	1.00%	$ 3,098,016	$ 3,098,016	$ 3,098,016	-
Total Investments					$ 3,374,809	$ 3,374,809	$ 3,374,809	-
Total Cash and Investments - Abrams Park					**$ 3,687,076**	**$ 3,687,076**	**$ 3,687,076**	-

Total Cash and Investments **$ 18,001,994**

May 15, 2025 Item No. **10j(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

Honorable Chairperson and Members
of the Successor Agency to Marina Redevelopment Agency

Successor Agency Meeting
of May 20, 2025

Chair and Board Members of
Preston Park Sustainable Community Non-Profit Corporation

Corporation Meeting
of May 20,2025

CITY COUNCIL OF THE CITY OF MARINA RECEIVE THE THIRD QUARTER BUDGET REPORT FOR FISCAL YEAR 2024/25 AND THE HDL CITY OF MARINA SALES TAX UPDATE

REQUEST:

It is requested that the City Council and Boards:

1. Consider receiving City of Marina Third Quarter Budget Report – Fiscal Year 2024/25, which represents the quarter ended March 31, 2025.

2. Consider receiving the HdL City of Marina Sales Tax Update for the period from October – December 2024.

BACKGROUND:

In February 2025, the Finance Department introduced interim budget reporting to provide updates on the City's fiscal condition and assist with financial planning. The initial reports consisted of a Quarterly Budget Report and a City of Marina HdL Sales Tax Update. The Quarterly Budget Report provided information on the City's General Fund, Municipal Airport Fund, FORA Dissolution Fund, and the Public Facilities Impact Fee Fund. The HdL report included information on local and state sales tax performance; the top 25 sales tax producers in the City, and sales tax activity by business type.

ANALYSIS:

The City's Third Quarter Budget Report and the most recent HdL Sales Tax Update are included in **EXHIBITS A AND B.** The reporting intervals on the HdL report differ from the City's records due to the City's use of accrual accounting; however, the information is a good indicator of the current local economic environment and sales tax performance.

Both reports reflect the addition of the new Trader Joe's and Ross Dress for Less stores.

Detailed information can be found within each report.

FISCAL IMPACT:

There is no fiscal impact. This report is for informational purposes.

CONCLUSION:

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

_____
Tori Hannah
Finance Director
City of Marina

REVIEWED/CONCUR:

_____
Layne P. Long
City Manager
City of Marina

City of Marina

Third Quarter Budget Report – Fiscal Year 24/25

The following sections provide an overview of current revenues and expenditures for the General Fund, Airport Fund, and two key funds that relate to capital project allocations. These funds include the FORA Dissolution Fund and Public Impact Fees Fund.

When reviewing this report, it should be noted that there could be variances between the percentage of the year elapsed and the amount expended or received. This results from some revenues having uneven receipting patterns, and expenditures that may vary with the procurement of goods and services. The City continually monitors the budget on a regular basis. If any significant budgetary variances are identified, a budget amendment will be requested as part of the mid-cycle budget process; or through a separate budget amendment during the year.

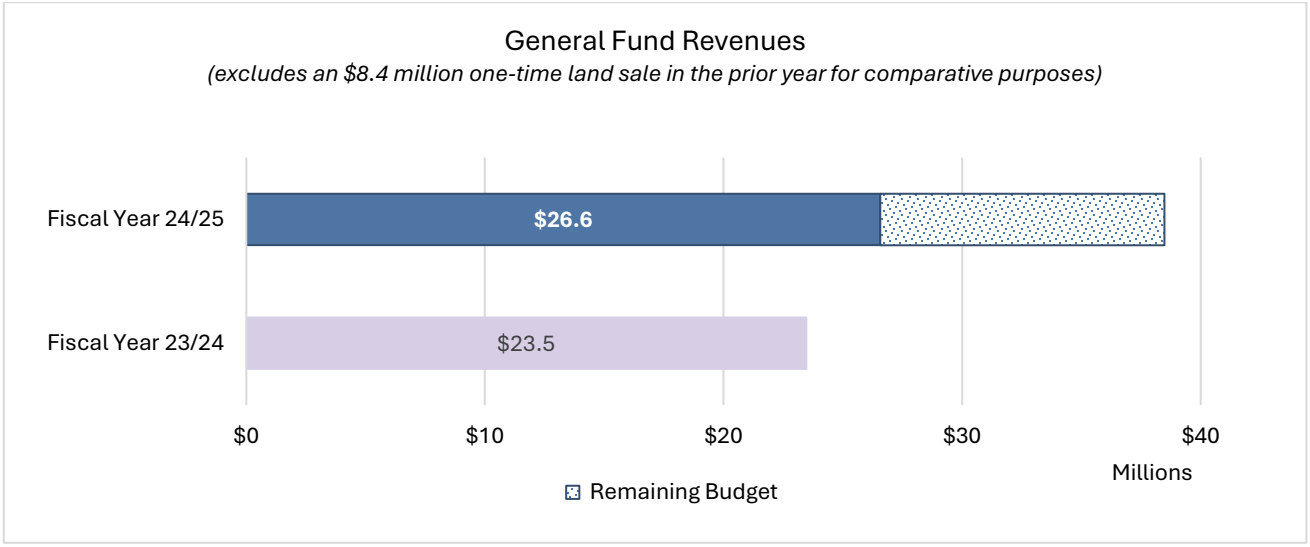
An overview of each fund is presented in the subsequent sections.

General Fund Overview

General fund revenues and expenditures were $26.6 million and $29.5 million, respectively at the close of the third quarter. While expenditures were $2.9 million in excess of revenues, the Fiscal Year 24/25 Amended Budget planned for a $2.1 million drawdown from fund balance to support one-time capital improvements. This trend is also consistent with the prior year, due to the transfer of capital project funding at the beginning of the fiscal year, as well as the timing of sales tax, property tax, and transient occupancy receipts.

Revenues

The overall General Fund revenues are trending relatively consistent with the budget and prior year receipting trends. The chart below provides a comparative overview of the revenues received to date with prior year amounts, as well as a budgetary comparison. In Fiscal Year 24/25, it was projected that the combined General Fund revenues would be $38.5 million. During the first three quarters of the fiscal year, the City received $26.6 million in revenues or 69.0% of the budgeted amount. This was $3.1 million or 13.2% greater than the prior year, when an $8.4 million one-time land sale is excluded from the calculation.



An overview of revenues by major categories are provided in the following table, with a brief narrative describing any key variances.

	Fiscal Year 24/25			Prior Year	Annual
	Amended	Qtr to Date	% Received	Qtr to Date	Difference
Revenues					
Property tax	$ 10,432,421	$ 5,391,797	51.7%	$ 4,969,739	$ 422,058
Sales tax	10,065,000	6,142,193	61.0%	5,907,642	234,551
Transient occupancy tax	5,352,000	3,901,155	72.9%	3,297,025	604,131
Other taxes	4,055,174	2,372,650	58.5%	2,488,688	(116,038)
Subtotal Taxes	$ 29,904,595	$ 17,807,795	59.5%	$ 16,663,094	$ 1,144,702
Licenses, permits, and fees	913,500	682,622	74.7%	537,020	145,602
Fines and penalties	64,600	64,181	99.4%	42,746	21,435
Intergovernmental	1,027,617	533,979	52.0%	441,600	92,379
Charges for services	1,235,800	1,519,068	122.9%	1,099,712	419,356
Use of money and property	4,584,800	5,122,354	111.7%	4,456,048	666,306
Other revenues	121,200	209,798	173.1%	97,214	112,584
Subtotal Operating	$ 37,852,112	$ 25,939,797	68.5%	$ 23,337,434	$ 2,602,364
Non-Operating Revenes					
Land Sales	-	-	-	8,426,523	(8,426,523)
Transfers	633,337	633,337	100.0%	133,337	500,000
Total Revenues	$ 38,485,449	$ 26,573,134	69.0%	$ 31,897,294	$ (5,324,159)

Property Taxes

The City receives property tax in April and December, with a minor payment in June. The property tax receipts reflect the December payment, which includes $204,000 for a residual FORA Distribution.

Sales Tax

The City records sales tax in the period in which it is earned. Due to receipting patterns, the amount of the year elapsed is not reflective of performance. The amount received in both fiscal years represents seven months of payments. The third quarter receipts for Fiscal Year 24/25 include sales tax revenues from the new Trader Joe's and Ross Dress for Less locations.

Transient Occupancy Tax

At the close of the third quarter, transient occupancy tax receipts were $3.9 million or 72.9% of the budget. While the City received seven payments in both fiscal years, the revenues were $604,131 greater than the prior year. This increase is primarily due to the addition of new hotels, as well as performance.

Intergovernmental Revenues

This revenue category includes grants, Supplemental Law Enforcement Services Fund (SLESF), and fire mutual reimbursements. This amount may vary annually based on the amount of grants awarded and the timing of grant expenditures; as well as the amount of mutual aid reimbursements.

Charges for Services

Revenue receipts for the first three quarters of the fiscal year were $1.5 million or $283,000 greater than the amended budget. A large portion of the budgetary surplus is attributed to $313,000 in reimbursements from developer fee agreements, which are offset by corresponding expenditures. Additional new revenues include a $48,000 contribution from the Monterey Peninsula Unified School District for recreation programs. These factors also contribute to the annual difference between the two fiscal years.

Use of Money and Property

This category includes interest income, facility rental revenues, and the general fund receipts from the Abrams Park and Preston Park operations. Revenues within this category exceeded the amended budget by approximately $538,000. This is primarily due to strong investment performance, and the maturity of $42 million in investments that only pay interest upon maturity.

Other Revenues

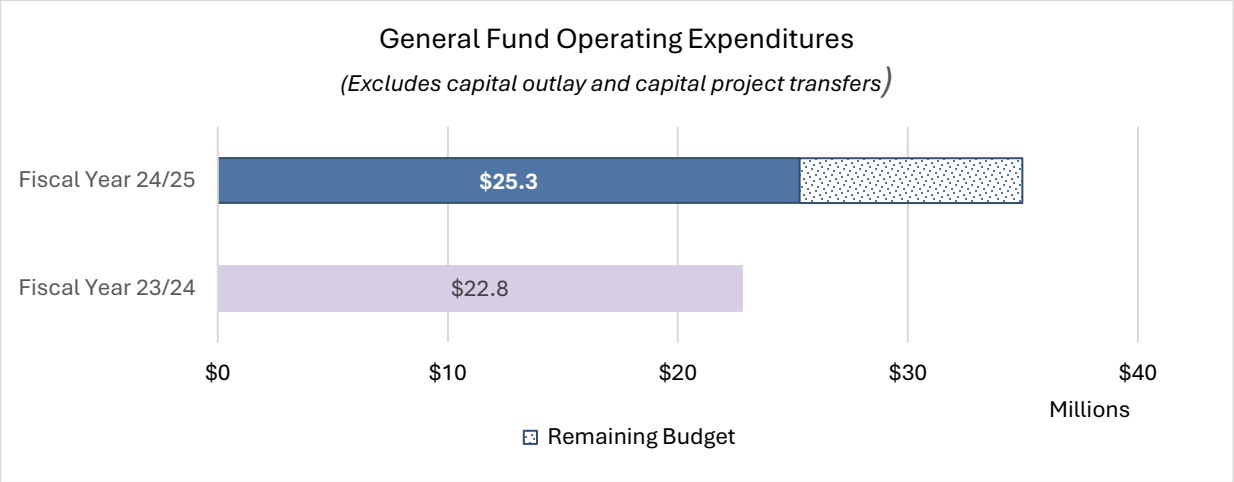
Revenues within this category are likely to vary with each year. In the first half of Fiscal Year 24/25, the City received a one-time $85,265 opioid settlement and a $35,226 damage or loss reimbursement claim. These unique receipts also contribute to the annual variance.

Transfers

The City initiates interfund transfers at the beginning of the year. All interfund revenues align with their budgetary receipts. This includes a $500,000 transfer-in from the Groundwater Stabilization Fund to assist in offsetting litigation costs.

Expenditures

At the end of the third quarter, the City expended approximately $29.5 million or 72.8% of the budgeted amount. This amount includes $4.2 million in capital outlay and capital project transfers. Operating expenditures were $25.3 million, which was $2.6 million greater than the prior year. This is primarily due to position vacancies in the prior year, as well as an increase in positions in Fiscal Year 24/25. The chart below provides a comparative overview of the operating costs through the third quarter of each fiscal year, as well as the Fiscal Year 24/25 percentage of budgetary funds expended.



An overview of expenditures by the department are provided in the following table, with a brief narrative describing any significant variances.

It may be noted that the City Attorney and Engineering Departments have exceeded or will likely exceed their budgeted amount. Resolution 2024-103 provides the City Manager with the authority to transfer appropriations between the General Fund departments. Staff will be working with the City Manager to determine if there will be sufficient savings within other departments to administratively amend the budget or if Council action is needed to appropriate additional funds.

	Fiscal Year 24/25			Prior Year	Annual
General Fund Expenditures	Amended	Quarter to	%	Quarter to	Difference
Departments					
City Council	$ 56,269	$ 40,299	71.6%	$ 28,732	$ 69,031
City Mgr/HR/Risk	3,646,931	1,632,638	44.8%	3,412,486	(1,779,848)
Information Technology	349,416	182,240	52.2%	223,608	(41,368)
Finance	1,336,810	874,763	65.4%	824,662	50,101
City Attorney	800,000	776,300	97.0%	316,108	460,192
Police	10,006,818	7,146,118	71.4%	6,048,538	1,097,580
Fire	5,787,801	4,396,959	76.0%	3,671,559	725,400
Public Works	2,692,090	1,787,131	66.4%	1,364,797	422,334
Planning	1,682,850	936,659	55.7%	936,591	67
Engineering	1,236,838	1,297,949	104.9%	1,101,072	196,877
Building Inspection	849,815	467,499	55.0%	475,271	(7,773)
Economic Development	334,644	101,061	30.2%	114,123	(13,062)
Recreation & Culture	1,600,069	1,102,861	68.9%	909,813	193,048
Citywide Non-Department	4,590,168	4,557,650	99.3%	3,355,841	1,201,809
Subtotal Operating	$ 34,970,519	$ 25,300,126	72.3%	$ 22,783,202	$ 2,574,388
Non-Operating Expenditures					
Capital Outlay	$ 2,200,701	$ 825,486	37.5%	$ 42,423	$ 783,063
Citywide Transfers Out	3,408,768	3,408,768	100.0%	19,290,292	(15,881,524)
Subtotal Non-Operating	$ 5,609,469	$ 4,234,254	75.5%	$ 19,332,715	$ (15,098,461)
Total Expenditures	$ 40,579,988	$ 29,534,380	72.8%	$ 42,115,917	$ (12,524,072)

City Manager

The department expenditures were $1.6 million or 44.8% of the amended budget, which is $1.8 million less than the prior year. The primary factors contributing to the variances include a $1.5 million reduction in the use of specialized legal services for groundwater stabilization litigation, salary savings from the vacant Assistant City Manager position, and timing of vendor payments.

City Attorney

Legal expenditures through the third quarter were $776,300 or 97% of the budgeted amount. This is also $460,192 greater than the prior year. The budgetary and annual difference can primarily be attributed to the increased use of legal services and timing differences of payments. An administrative or Council budget amendment may be initiated to bring the department budget into balance.

Police

Police Department expenditures were 71.4% of the budgeted amount; and $1.1 million greater than the prior year. Approximately $593,000 of the annual variance is primarily due to multiple position vacancies in the prior year; with the remaining increases associated with planned costs for new annual software subscription costs; training and safety equipment for new officers; and various other expenditures.

Fire

The expenditures through the third quarter were in alignment with the percentage of the year that has elapsed, however they were $725,400 greater than the prior year. Approximately $572,000 of the annual difference can be attributed to the addition of new positions. The remaining $153,000 variance represents the planned purchase of personal protective gear, fire prevention materials; and other supplies.

Engineering

Engineering expenditures exceeded the amended budget by approximately $61,000. The primary factor contributing to the overage was $245,000 in additional costs that were reimbursed through fee agreements. An administrative or Council budget adjustment will be initiated for a revised estimate.

Public Works

The Public Works department expenditures were 66.4% of the budgeted amount, which is approximately $422,000 greater than the prior year. The annual variance reflects $277,000 in additional personnel costs associated with new positions; and $146,000 for increased facility, grounds, and street maintenance.

Recreation and Culture

Recreation expenditures represented 68.9% of the budgeted amount. The annual difference of $193,048 relates to prior year position vacancies and the expansion of recreation programs.

Citywide Non-Department

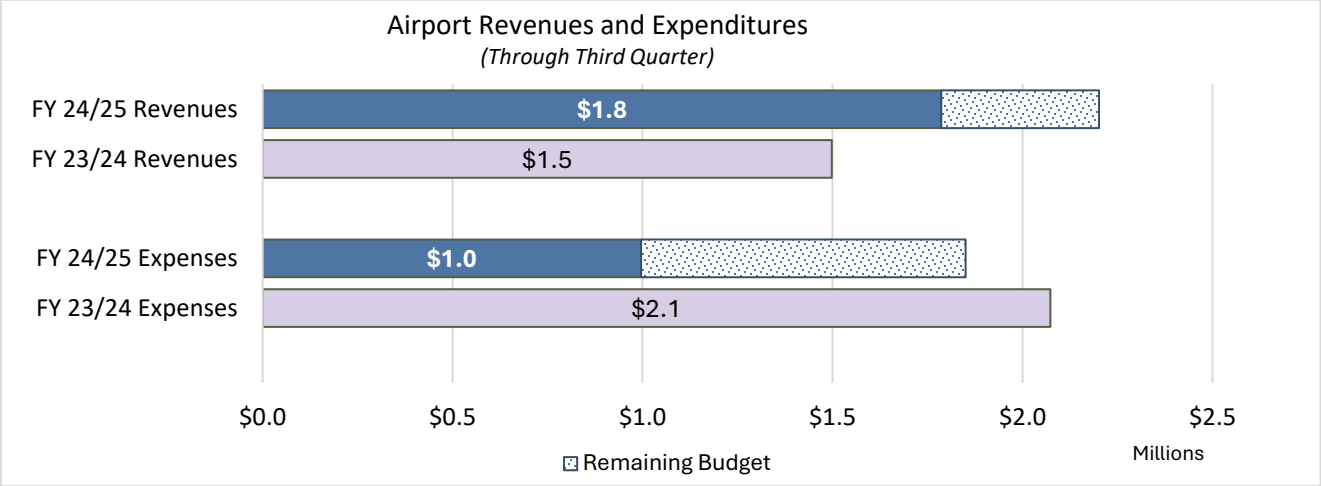
The Citywide non-department costs were $4.6 million or 99.3% of the budget. While costs could exceed the budgeted amount, the majority of the expenditures were made during the first half of the fiscal year. This includes annual property, workers compensation, and liability insurance premiums; and the PERS unfunded liability payment. Factors contributing to the $1.2 million annual variance include a $352,000 groundwater-related settlement, timing differences in insurance payments, and a $399,000 increase in the unfunded pension liability payment.

Other Funds

Municipal Airport

In Fiscal Year 24/25, the Airport revenue budget was estimated at $2.2 million. During the first three quarters of the fiscal year, the City received $1.8 million or 81.1% of the amended budget. The annual variance of $288,521 was driven by increased facility and land rental revenues and higher interest earnings.

The third quarter expenditures were $996,000 or 53.8% of the annual budget. The annual operating and budgetary difference reflect salary savings from partial position vacancies during the current fiscal year, as well as spending patterns. While the Fiscal Year 24/25 expenditures were $1,077,493 less than the prior year, the majority of the difference can be attributed to a $694,860 reduction in capital project transfers.

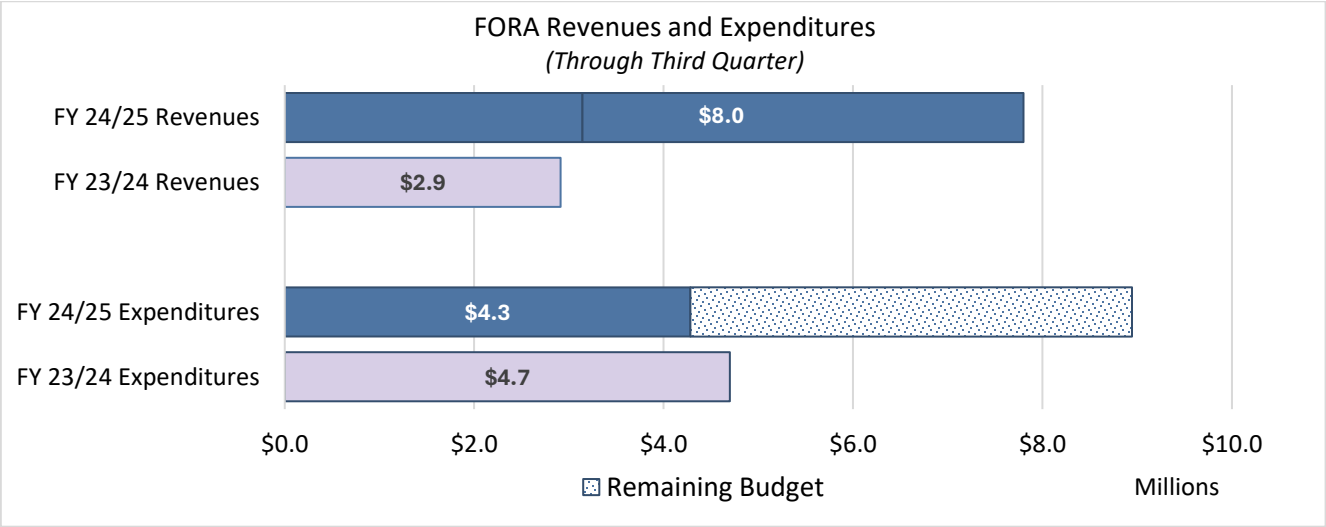


FORA Dissolution Fund

The FORA Dissolution Fund includes bond proceeds and on-going development fees for residential and commercial projects within the former Fort Ord area. Funds can only be spent on blight removal, capital projects, or habitat management in the stated FORA boundaries.

In Fiscal Year 24/25, the City originally budgeted for $3.1 million in revenues; however revenues through the third quarter were $7.8 million. This variance resulted from a one-time receipt of $5.1 million in development-related fees that were previously held in escrow (reduced by $753,000 in fees that were applicable to the Transportation Agency of Monterey County (TAMC); and $3.4 million in recurring development-related fees and interest earnings. This can be contrasted with the prior year's receipts of $2.9 million, which include $995,133 in bond proceeds and $1.9 million in fees and interest earnings.

The expenditures within this fund reflect capital transfers, as well as capital projects and habit management activities. The Fiscal Year 24/25 expenditures are anticipated to be $3.8 million less than the budgeted amount due to accrual of historical TAMC fees that were recognized at the end of the last fiscal year.



Public Impact Fees

The City receives public impact fees from new developments. The related receipts can only be spent on capital projects or purchases that align with the impact from the new growth.

The revenues received through the third quarter were approximately $3.8 million or 66.1% of the budgeted amount. While this is $514,000 less than the prior year, development activities take place at irregular intervals. Historically, this fund has received an average of $6.3 million annually over the last four years. While it is anticipated that development activities will continue to be strong in the fourth quarter, the annual receipts may be below the budgetary projections.

The expenditures within this fund reflect transfers to the capital improvement fund. The contribution reflects a reduced amount, with additional funds appropriated in the next budget cycle.

An overview of the annual and comparative budgets is provided in the following table.

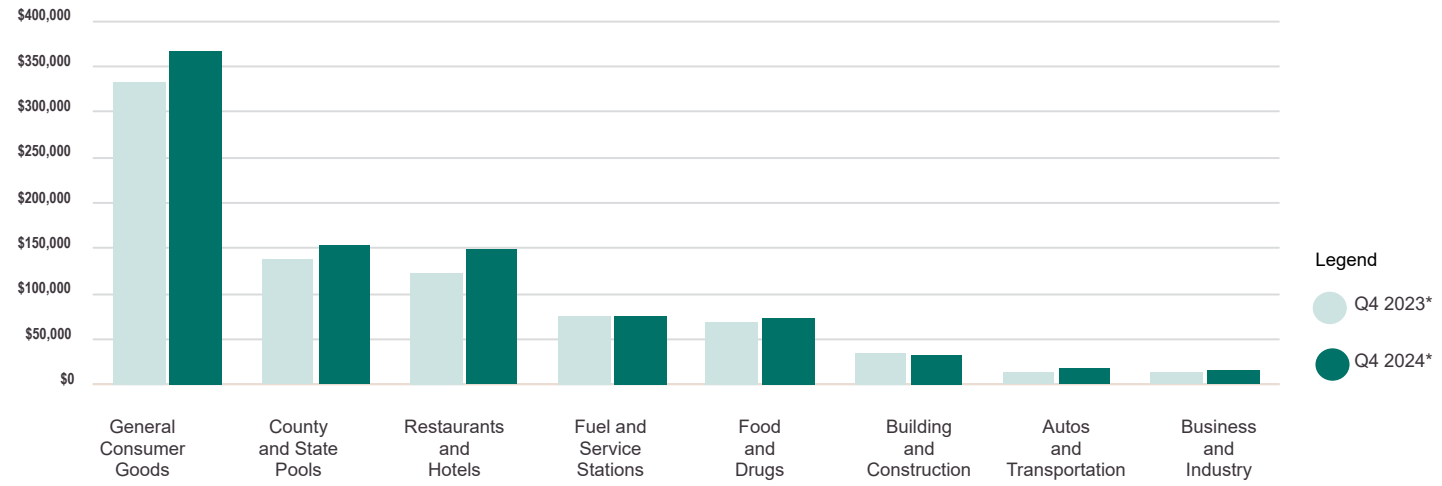
Public Facility Impact Fees	Amended	Qtr to Date	% Budget	Prior Year Qtr to Date	Annual Difference
Revenues					
Interest Income	$ 373,000	$ 671,113	179.9%	$ 532,267	$ 138,846
Intersections Fee	637,000	351,613	55.2%	859,028	(507,415)
Roadways Fee	1,536,000	1,005,479	65.5%	1,449,553	(444,074)
Public Safety Fee	212,000	126,211	59.5%	150,149	(23,937)
Public Building Fee	748,000	454,190	60.7%	344,947	109,243
Parks Fee	2,228,000	1,180,982	53.0%	967,547	213,435
Total Revenues	$ 5,734,000	$ 3,789,589	66.1%	$ 4,303,491	$ (513,902)
Expenditures					
Capital Transfers	$ 5,000,000	$ 5,000,000	100.0%	$ 7,850,000	$ (2,850,000)
Total expenditures	5,000,000	5,000,000	100.00%	7,850,000	(2,850,000)
Net operating difference	$ 734,000	$ (1,210,411)		$ (3,546,509)	$ (2,336,098)

CITY OF MARINA
SALES TAX UPDATE
4Q 2024 (OCTOBER - DECEMBER)

MARINA	9.8%	-0.8%	-1.1%
TOTAL: $ 882,475	4Q2024	COUNTY	STATE

*Allocation aberrations have been adjusted to reflect sales activity

SALES TAX BY MAJOR BUSINESS GROUP



Measure N
TOTAL: $2,008,824
9.1%

CITY OF MARINA HIGHLIGHTS

Marina's receipts from October through December were 10.6% above the fourth sales period in 2023. Excluding reporting aberrations, actual sales were up 9.8%.

New outlets boosted results. These new outlets are boosting food-drug, general consumer goods and restaurants-hotel groups.

In restaurants-hotels there were gains that furthered the positive results. In food-drug there was slowing that offset some of the growth from the new outlet. And in general consumer goods, there was also slowing in the existing outlets.

Lower prices at the pumps caused the drop in service stations. Building-construction was down in line with statewide average; the industry has been slowing for the last 8 quarters.

These new outlets boosting point of sale results in an increase in the city's portion of the pool leading to a 10.8% increase in the allocation.

Voter approved Measure N was impacted by the above, but the gains were lessened by locals purchasing fewer vehicles.

Net of aberrations, taxable sales for all of Monterey County declined 0.8% over the comparable time period; the Central Coast region was down 0.8%.

TOP 25 PRODUCERS

7 Eleven
Best Buy
Brass Tap
Catalyst
Chipotle
Five Below
Grocery Outlet
Jack in the Box
Kohls
Las Animas Concrete Marina
Luckys
Marina Chevron
Marina Fast Fill Market
McDonald's
Michaels Arts & Crafts
Old Navy
REI
Ross
Sanctuary Beach Resort
Shell
Stiizy
Target
Teriyaki Madness
Trader Joe's
Walmart Supercenter

STATEWIDE RESULTS

California's local one cent sales and use tax receipts during the months of October through December were 1.1% lower than the same quarter one year ago after adjusting for accounting anomalies. The fourth quarter is notably the highest sales tax generating period of the year but exhibited diminished year-over-year returns as consumers struggled with tariff concerns and pulling back on discretionary spending.

For the past eight quarters - two calendar years - statewide results have declined; led mostly by autos-transportation and building-construction suppressed activity due to the sustained high interest rate environment. Specifically, this quarter, as new and used car returns pulled back, only leasing activity improved likely representing buyers willingness to wait for more advantageous economic conditions before committing to long term obligations. Furthermore, building-construction drops spanned multiple categories including building materials, plumbing/electrical and contractors as property owners delay repairs and improvements until they're more comfortable tapping available equity.

During this holiday shopping period, brick-and-mortar general retailers slumped 2.4%, further hindered by lower gas prices. Recent closures by merchants selling variety/low priced items and weaker returns from department stores were most impactful. As consumers appeared more interested in value/discounted items vs higher priced/luxury goods, overall statewide receipts revealed growth from online retailers by way of local returns through fulfillment centers and allocations via each county's use tax pool demonstrating a desire to spend, just more through different vendors which shifted local tax distributions.

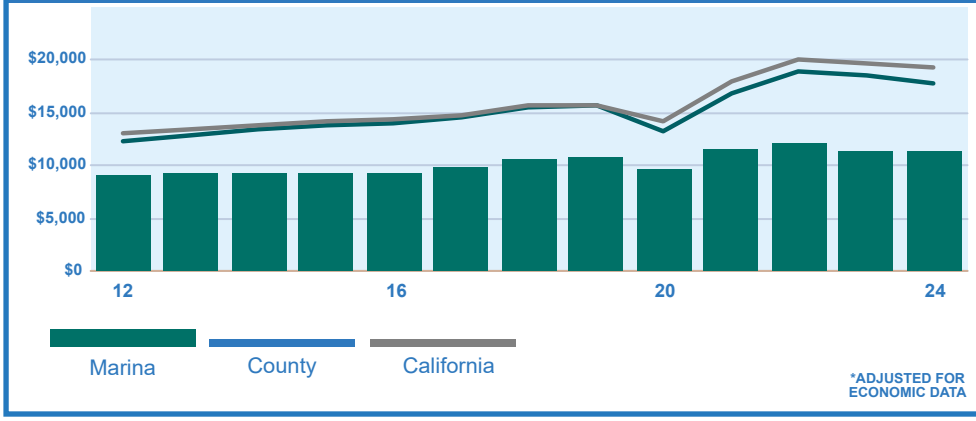
Fuel and service stations experienced a drop of 14% largely due to the decreased price of global crude oil. While this dynamic hurt the sector results, it did allow for more disposable income to be spent in other areas and does not appear to be changing in the near term.

Revenue from restaurants sustained a modest gain of 1.3%, with only a waning from fine dining establishments – consistent with spending trends in other sectors. As eateries try and balance higher menu prices and demand, a 'return to office' call by businesses could inspire future increased foot traffic for many venues in metropolitan centers.

The fourth quarter also marks the end of the calendar year. As expected 2024 was 1.2% lower than 2023 with most sectors taking a hit. Only restaurants, business-industry and allocations via the county use tax pools improved.

With national tariff discussions happening at the federal level, consumers start 2025 wondering if higher priced goods and difficult decisions are on the horizon. Also, the Federal Reserve Board hasn't signified any relief by way of lower interest rates leaving only minimal growth expectations to come. The theme of the current economic outlook is uncertainty.

SALES PER CAPITA*



TOP NON-CONFIDENTIAL BUSINESS TYPES

Business Type	Q4 '24	Marina Change	County Change	HdL State Change
Service Stations	70,063	-0.1%	-6.4%	-13.0%
Casual Dining	49,475	20.8%	3.0%	1.9%
Quick-Service Restaurants	48,459	0.5%	4.4%	1.7%
Grocery Stores	36,311	48.1%	2.5%	-0.9%
Fast-Casual Restaurants	24,191	11.6%	2.8%	1.6%
Convenience Stores/Liquor	8,923	-42.2%	-6.4%	-2.3%
Light Industrial/Printers	5,447	1.8%	-3.7%	-1.8%
Auto Repair Shops	4,682	15.7%	-2.0%	-5.2%
Government/Social Org.	2,533	26.2%	8.0%	-1.9%
Leisure/Entertainment	2,100	27.2%	-0.6%	2.0%

Allocation aberrations have been adjusted to reflect sales activity

Agenda Item: **10 L(1)**
City Council Meeting of
May 20, 2025

ORDINANCE 2025-

AN ORDINANCE OF THE CITY OF MARINA AMENDING TITLE 15 ENTITLED "BUILDINGS AND CONSTRUCTION", BY ADDING CHAPTER 15.07, "FIRE HAZARD SEVERITY ZONES" , TO THE MARINA MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF MARINA DOES ORDAIN AS FOLLOWS:

1. Title 15 amended. Title 15, entitled "Buildings and Construction" is hereby amended by adding a new section, Chapter 15.07 "Fire Hazard Severity Zones", to the Municipal Code to read as set forth on the attached Exhibit "A" and incorporated herein by this reference thereto.

2. Effective Date. This ordinance shall take effect and be in force thirty (30) days from and after its final passage.

3. Posting of Ordinance. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on 6th day of May 2025, and was passed and adopted at a regular meeting duly held on the 20th day of May 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

EXHIBIT A

CHAPTER 15.07

Section-15.07.00-Adoption of Fire Hazard Safety Zone Map

A. The City of Marina hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

B. The City hereby adopts by reference the Fire Hazard Safety Zone Map from the Office of the State Fire Marshal (OSFM) for the California Department of Forestry and Fire Protection into the Marina Municipal Code for the parcels that are within the City of Marina boundaries as defined by the Local Agency Formation Commission (LAFCO).

The map, approved by the city, is hereby incorporated by reference, and entitled "City of Marina Fire Hazard Severity Zones," dated March 10, 2023.

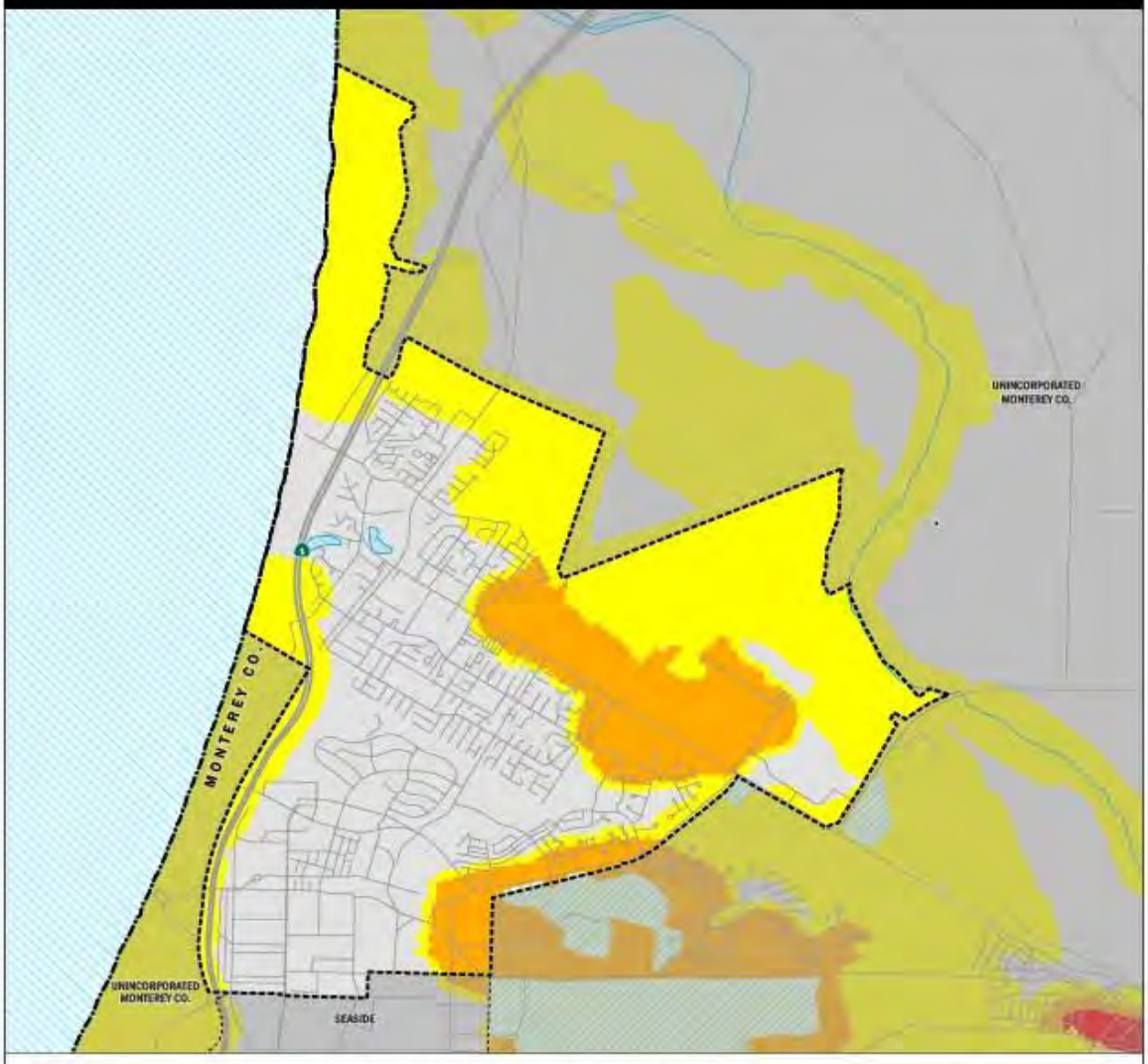
The official map is also located electronically on the following website:
https://cityofmarina.org/107/Community-Development

CITY OF MARINA – MONTEREY COUNTY

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

March 10, 2025





Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High | High | Moderate

Mi 0 1

Km 0 1 2 3

Projection: NAD 83 California Teale Albers
Scale: 1:37,000 at 11" x 17"

Incorporated City | Waterbody

Unzoned LRA | Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

Agenda Item: **10 L(2)**
City Council Meeting of
May 20, 2025

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING TITLE 15, CHAPTER 15. 32 ENTITLED "ADOPTION OF THE CALIFORNIA FIRE CODE (CFC), SECTION 15.32.890, SUBSECTION 5609.1.4-r OF THE MARINA MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF MARINA DOES ORDAIN AS FOLLOWS:

1. Title 15, Chapter 15.32 amended. Title 15, Chapter 15.32 entitled "Adoption of the California Fire Code" Section 15.32.890, Subsection 5609.1.4-r is hereby amended to read, "No Fireworks shall be sold or discharged on the Marina Municipal Airport property, except by approval of the City's Fire Chief during a City-sponsored event in an area designated by the Chief. Such fireworks must be certified as "safe and sane" by the State Fire Marshal's Office."

2. Effective Date. This Ordinance shall be in full force and effect on thirty (30) days after its final passage and adoption.

3. Posting of Ordinance. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of the City Council.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on the 6th day of May 2025, and was passed and adopted at a regular meeting duly held on the 20th day of May 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

EXHIBIT A

Section 15.32.890, Subsection 5609.1.4-r is hereby amended to read, “No Fireworks shall be sold or discharged on the Marina Municipal Airport property, except by approval of the City’s Fire Chief during a City-sponsored event in an area designated by the Chief. Such fireworks must be certified as “safe and sane” by the State Fire Marshal's Office.”

May 14, 2025 Item No. **11a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL OPEN PUBLIC HEARING, TAKE TESTIMONY FROM THE PUBLIC AND CONSIDER ADOPTING RESOLUTION NO. 2025-, CONFIRMING DIAGRAM, ASSESSMENT AND ORDERING LEVY OF $182.42 FOR FY 2025-26 ASSESSMENT FOR THE SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT, AND; AUTHORIZING THE CITY CLERK TO FILE A CERTIFIED COPY OF THE DIAGRAM AND ASSESSMENT WITH THE MONTEREY COUNTY AUDITOR-CONTROLLER PRIOR TO AUGUST 1, 2025

REQUEST:
It is requested that the City Council:

1. Open public hearing and take testimony from the public;

2. Consider adopting Resolution No. 2025-, confirming diagram, assessment and ordering levy of $182.42 for FY 2025-26 assessment for Seabreeze Landscape Maintenance Assessment District, and;

3. Authorize the City Clerk to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller prior to August 1, 2025

BACKGROUND:
At the regular meeting of June 4, 1996, the City Council adopted Resolution No. 1996-62, ordering the formation of the Seabreeze Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals.

The Landscaping and Lighting Act of 1972 requires an annual update report to be prepared which includes the costs to maintain the improvements of the Districts and what the proposed assessments will be to provide for that maintenance.

At the regular meeting of May 6, 2025, the City Council adopted Resolution No. 2025-31, receiving the FY 2025-26 Engineer's Report for Seabreeze Landscape Maintenance Assessment District and calling a public hearing for May 20, 2025, on the proposed intention to levy and collect assessments for the District.

ANALYSIS:
Based on the Engineer's Report (Exhibit A), the assessment has been set in the amount of $182.42. This is the same amount as last year's assessment and is the upper limit set by the last the assessment district at its formation in 1996.

Staff have been coordinating with various District homeowners to discuss further beautification and improvements to the District. Due to public safety concerns, sound wall reconstruction began in Fiscal Year 2021-22. Staff are recommending the continued assessment of $182.42 in order to obtain the required fund balance to continue these improvements.

FISCAL IMPACT:
Should the City Council approve this request, the anticipated revenue for the FY 2025-26 assessment levy is $6,749.54 for the purpose of the landscape maintenance district.

Levying of the assessment is the first step to collect the assessments to fund the landscape maintenance district.

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

Respectfully submitted,

_____
Edrie Delos Santos, P.E.
Public Works Department
City of Marina

REVIEWED/CONCUR:

_____
Ismael Hernandez
Public Works Director
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CONFIRMING DIAGRAM AND ASSESSMENT AND ORDERING LEVY OF $182.42 FOR FY 2025-26 ASSESSMENT FOR THE SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT AND AUTHORIZING THE CITY CLERK TO FILE A CERTIFIED COPY OF THE DIAGRAM AND ASSESSMENT WITH THE MONTEREY COUNTY AUDITOR-CONTROLLER PRIOR TO AUGUST 1, 2025

WHEREAS, on June 4, 1996, the City ordered the formation of the Seabreeze Landscape Maintenance District pursuant to Streets and Highway Code §22594, and;

WHEREAS, the City Engineer filed the Engineer's Report, fiscal year 2025-26, required by Streets and Highways Code §22622 for said District, and;

WHEREAS, on May 6, 2025, the City approved said Engineer's Report, declared its intention to levy and collect assessments within said District and set a hearing to ascertain whether the City shall order the levy and assessment of said assessment, and;

WHEREAS, said public hearing was held on May 20, 2025, and;

WHEREAS, levying of the assessment is the first step to collect the assessments to fund the landscape maintenance districts, and;

WHEREAS, provisions of this resolution are severable and if anyone provision is determined to be impermissible then the remainder of the resolution shall remain in full force and effect, and;

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

1. The City does hereby confirm the diagram and assessment as described in the Engineer's Report on file with the City Clerk.

2. The City does hereby order the levy and collection of said assessment, $182.42, for FY 2025-26 assessment for Seabreeze Landscape Maintenance Assessment District.

3. It is the intention of the City of Marina that any monetary advance made by it during any fiscal year to cover a deficit in the improvement fund of the Seabreeze Landscape Maintenance Assessment District shall be repaid from the next annual assessments levied and collected within the Seabreeze Landscape Maintenance Assessment District.

4. The City Clerk is hereby authorized and directed to file a certified copy of said diagram and assessment with the Monterey County Auditor prior to August 1, 2025.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 20th day of May 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

CITY OF MARINA
MONTEREY COUNTY
CALIFORNIA

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

ENGINEER'S REPORT

FY 2025-2026

Council Members:

B. DELGADO, MAYOR

L. VISSCHER
K. BIALA
B. MCCARTHY
J. MCADAMS

LAYNE LONG	City Manager
ANITA SHEPHERD-SHARP	Deputy City Clerk
RENÉ ORTEGA	City Attorney
ISMAEL HERNANDEZ	Public Works Director

Prepared By
City of Marina
Public Works Department

SEABREEZE
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

FY 2025-2026

This report concerns the Seabreeze Landscape Maintenance Assessment District.

This report has been prepared pursuant to Section 22265 through 22574 of the Streets and Highway Code (Landscaping and Landscaping Act 1972).

The Assessment District encompasses the Seabreeze subdivision located on the north side of Beach Road and west of Marina Drive in the City of Marina, County of Monterey, State of California.

The subdivision consists of 37 residential lots, with all underground utilities (water, sewer, gas and electric) street and drainage improvements. The Assessment District has been formed for the purpose of maintaining the proposed landscape areas including the street scape along the Northerly side of Beach Road adjacent to Seabreeze Subdivision, Tract No. 1251 and the buffer along the westerly side of the Southern Pacific Railroad within the rear portion of Lots 18 through 21 of the Seabreeze subdivision. Lot 38 is dedicated to the City for the maintenance of the drainage percolation basin. These improvements were installed and paid for by the developer.

A brief description of the improvements that are to be maintained by the Assessment District are:

> All landscaping elements, irrigation systems and services thereto located along the Northerly side of Beach Road, the westerly of Southern Pacific Railroad and the easterly of the percolation pond. Also included is the maintenance, repair and replacement of the sound walls. Landscaping elements consist of ground cover, shrubs, trees, irrigation pipelines, controllers, valves, emitters, sprinklers and appurtenant improvements all as delineated on the plans with the City of Marina and titled Seabreeze Streetscape and Buffer Plans prepared by Isaacson Wood & Associates, Landscape Architecture.

This report includes the following attached exhibits:

EXHIBIT A - An Assessment Diagram and Boundary Map showing all the parcels of the real property within the Assessment District and location of the landscaped areas to be maintained by the Assessment District. The Diagram is keyed to Exhibit C by the separate “Assessment District”.

EXHIBIT B - Spreadsheet showing estimated costs for FY 2024-2025, FY 2025-2026 and FY 2026-2027.

EXHIBIT C - An assessment roll showing the amount proposed to be assessed against each parcel of real property within this Assessment District. In addition to the Assessors Parcel Number each parcel has been assigned a separate “Assessment Number” which corresponds to the lot number of each parcel.

EXHIBIT D - Method of determination of assessment spread.

Respectfully submitted

_____
Nourdin Khayata, PE
Interim City Engineer

April 2025

Boundary and Landscaped Area Map

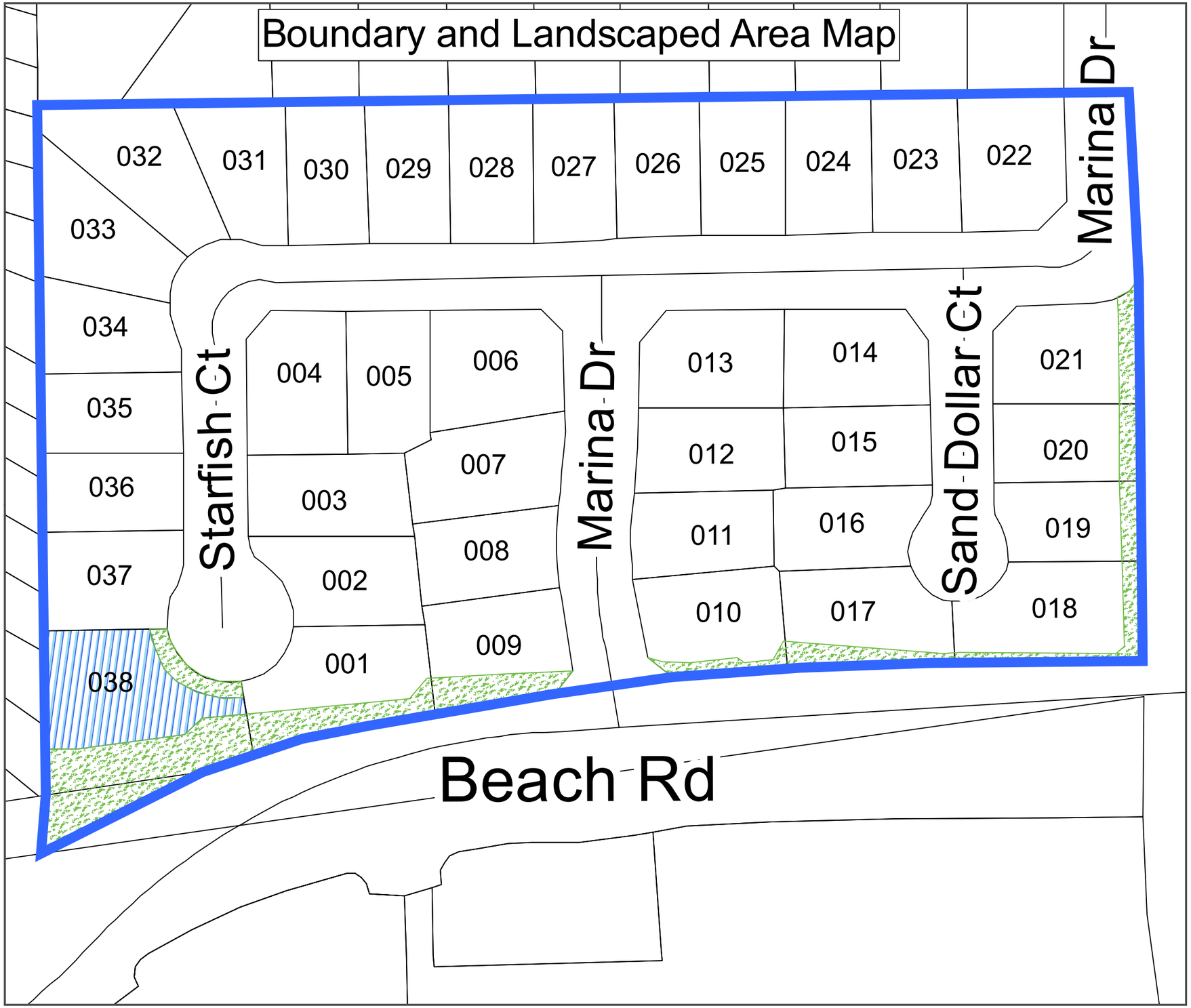
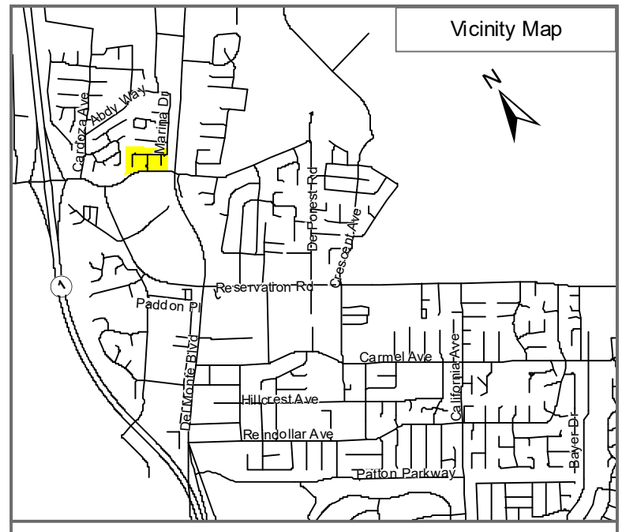


EXHIBIT A

Seabreeze
Landscape Maintenance District



Legend

Seabreeze

- Boundary
- Landscaped Area **20,470 SQ FT**
- Parcels
- Percolation Lot
- Roads

Date: April 15th, 2009

Notes: The City of Marina assume no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates/modifications and may not be complete or appropriate for all purposes. The City of Marina and Monterey County GIS should be queried for the most current information. Parcel data is of mapping grade only and does not represent reliable locations or legal boundaries.

Sources: Monterey County GIS, City of Marina CDD
Map Projection: California State Plane Zone IV, NAD 83 (Feet)

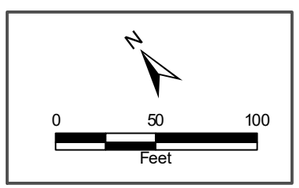


EXHIBIT B

SEABREEZE LANDSCAPE MAINTENANCE DISTRICT

Summary	Estimates FY 2024-2025	Estimates FY 2025-2026	Estimates FY 2026-2027
Beginning Cash Balance, July 1st	**$ 3,867**	**$ 4,130**	**$ 4,312**
[(a)]Total Assessment Revenues (37 Parcels)	**$ 6,750**	**$ 6,750**	**$ 6,750**
Expenditures			
Contractor Services			
[(b)] Landscape Maintenance Contract	$ 2,712	$ 2,793	$ 2,877
Utilities	$ -	$ -	$ -
Large Tree Trimming	$ -	$ -	$ -
Extraordinary Maintenance	$ -	$ -	$ -
Plant Replacement	$ -	$ -	$ -
Administrative Services			
Administration (Incl. Engineers Report)	$ 1,800	$ 1,800	$ 1,800
Cost Allocation Plan Charges	$ 1,740	$ 1,740	$ 1,740
Legal Advertising	$ 235	$ 235	$ 235
Total Expenditures	**$ 6,487**	**$ 6,568**	**$ 6,652**
[(c)]Net Change in Fund Balance	**$ 263**	**$ 182**	**$ 98**
[(d)]Ending Fund Balance, June 30th	**$ 4,130**	**$ 4,312**	**$ 4,410**

[(a)] Maximum Assessment per Prop 218 is $182.42 per parcel. The assessment amount for FY25-26 is consistent with FY24-25 at $182.42 per parcel.

[(b)] Maintenance Costs are shown as increasing per fiscal year by an estimated Consumer Cost Index (CPI) of 3% as allowed by the Contract Specifications.

[(c)] Net Change in Fund Balance equals the Total Expenditures subtracted from Total Assessment Revenue for that Fiscal Year.

[(d)] End Fund Balance equals the Net Change in Fund Balance plus the Beginning Cash Balance of that Fiscal Year.

EXHIBIT C

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
1	033-082-001	$182.42
2	033-082-002	$182.42
3	033-082-003	$182.42
4	033-082-004	$182.42
5	033-082-005	$182.42
6	033-082-006	$182.42
7	033-082-007	$182.42
8	033-082-008	$182.42
9	033-082-009	$182.42
10	033-082-010	$182.42
11	033-082-011	$182.42
12	033-082-012	$182.42
13	033-082-013	$182.42
14	033-082-014	$182.42
15	033-082-015	$182.42
16	033-082-016	$182.42
17	033-082-017	$182.42

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
18	033-082-018	$182.42
19	033-082-019	$182.42
20	033-082-020	$182.42
21	033-082-021	$182.42
22	033-082-022	$182.42
23	033-082-023	$182.42
24	033-082-024	$182.42
25	033-082-025	$182.42
26	033-082-026	$182.42
27	033-082-027	$182.42
28	033-082-028	$182.42
29	033-082-029	$182.42
30	033-082-030	$182.42
31	033-082-031	$182.42
32	033-082-032	$182.42
33	033-082-033	$182.42
34	033-082-034	$182.42

SEABREEZE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
35	033-082-035	$182.42
36	033-082-036	$182.42
37	033-082-037	$182.42

EXHIBIT D

METHOD OF DETERMINATION OF ASSESSMENT SPREAD

The maintenance of the landscaped areas within the Assessment District benefits the Assessment District as a whole. Therefore, the assessment should be equally apportioned over the 37 residential building sites or lots contained within the district as indicated on the Assessment Diagram (Exhibit A).

May 14, 2025 Item No. **11b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL OPEN PUBLIC HEARING, TAKE TESTIMONY FROM THE PUBLIC AND CONSIDER ADOPTING RESOLUTION NO. 2025-, CONFIRMING DIAGRAM, ASSESSMENT AND ORDERING LEVY OF $77.14 FOR THE FY 2025-26 ASSESSMENT FOR THE MONTEREY BAY ESTATES LIGHTING & LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT, AND; AUTHORIZING THE CITY CLERK TO FILE A CERTIFIED COPY OF THE DIAGRAM AND ASSESSMENT WITH THE MONTEREY COUNTY AUDITOR-CONTROLLER PRIOR TO AUGUST 1, 2025

REQUEST:

It is requested that the City Council:

1. Open public hearing and take testimony from the public;

2. Consider adopting Resolution No. 2025-, confirming diagram, assessment and ordering levy of $77.14 for FY 2025-26 assessment for the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District, and;

3. Authorize the City Clerk to file a certified copy of the diagram and assessment with the Monterey County Auditor-Controller prior to August 1, 2025.

BACKGROUND:

At the regular meeting of October 3, 1989, the City Council adopted Resolution No. 1989-62, ordering the formation of the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District pursuant to Streets and Highway Code §22594 and the Landscaping and Lighting Act of 1972 to maintain certain improvements required of new development as a condition of the subdivision approvals.

The Landscaping and Lighting Act of 1972 requires an annual update report to be prepared which includes the costs to maintain the improvements of the Districts and what the proposed assessments will be to provide for that maintenance.

At the regular meeting of May 6, 2025, the City Council adopted Resolution No. 2025-32, receiving the FY 2025-26 Engineer's Report for Monterey Bay Estates Lighting & Landscape Maintenance Assessment District and calling a public hearing for May 20, 2025, on the proposed intention to levy and collect assessments for the District.

ANALYSIS:

Based on the Engineer's Report (Exhibit A), the assessment has been set in the amount of $77.14. This is the same amount as last year's assessment and is the upper limit set by the last Proposition 218 rate vote by members of the assessment district established in 1989.

Feedback from District residents has been positive, expressing adequate levels of landscape maintenance and site cleanup accomplished with the current funding assessment. Unless District residents request additional beautification or improvements, staff recommend continuing the current assessment and level of maintenance. Regular maintenance of the existing District and updates to the District website will continue.

FISCAL IMPACT:

Should the City Council approve this request, the anticipated revenue for the FY 2025-26 assessment levy is $12,496.68 for the purpose of the landscape maintenance district.

Levying of the assessment is the first step to collect the assessments to fund the landscape maintenance district.

CONCLUSION:

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

Respectfully submitted,

_____

Edrie Delos Santos, P.E.
Public Works Department
City of Marina

REVIEWED/CONCUR:

_____

Ismael Hernandez
Public Works Director
City of Marina

_____

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CONFIRMING THE DIAGRAM AND ASSESSMENT AND ORDERING LEVY OF $77.14 FOR FY 2025-26 ASSESSMENT FOR THE MONTEREY BAY ESTATES LIGHTING & LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT AND AUTHORIZING THE CITY CLERK TO FILE A CERTIFIED COPY OF THE DIAGRAM AND ASSESSMENT WITH THE MONTEREY COUNTY AUDITOR-CONTROLLER PRIOR TO AUGUST 1, 2025

WHEREAS, on October 3, 1989, the City ordered the formation of the Monterey Bay Estates Lighting & Landscape Maintenance District pursuant to Streets and Highway Code §22594, and;

WHEREAS, the City Engineer filed the Engineer's Report, fiscal year 2025-2026, required by Streets and Highways Code §22622 for said District, and;

WHEREAS, on May 6, 2025, the City preliminarily approved said Engineer's Report, declared its intention to levy and collect assessments within said District and set a hearing to ascertain whether the City shall order the levy and assessment of said assessment, and;

WHEREAS, said public hearing was held on May 20, 2025, and;

WHEREAS, levying of the assessment is the first step to collect the assessments to fund the landscape maintenance districts, and;

WHEREAS, provisions of this resolution are severable and if anyone provision is determined to be impermissible then the remainder of the resolution shall remain in full force and effect, and;

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

1. The City does hereby confirm the diagram and assessment as described in the Engineer's Report on file with the City Clerk.

2. The City does hereby order the levy and collection of said assessment, $77.14, for FY 2025-26 assessment for Monterey Bay Estates Lighting & Landscape Maintenance Assessment District.

3. It is the intention of the City of Marina that any monetary advance made by it during any fiscal year to cover a deficit in the improvement fund of the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District shall be repaid from the next annual assessments levied and collected within the Monterey Bay Estates Lighting & Landscape Maintenance Assessment District.

4. The City Clerk is hereby authorized and directed to file a certified copy of said diagram and assessment with the Monterey County Auditor prior to August 1, 2025.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 20th day of May 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

CITY OF MARINA
MONTEREY COUNTY
CALIFORNIA

MONTEREY BAY ESTATES LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

ENGINEER'S REPORT

FY 2025-2026

Council Members:

B. DELGADO, MAYOR

L. VISSCHER	B. MCCARTHY
K. BIALA	J. MCADAMS

LAYNE LONG	City Manager
ANITA SHEPHERD-SHARP	Deputy City Clerk
RENÉ ORTEGA	City Attorney
ISMAEL HERNANDEZ	Public Works Director

Prepared By
City of Marina
Public Works Department

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

FY 2025-2026

This report concerns the Monterey Bay Estates Lighting and Landscape Maintenance District.

The Assessment District consists of the Monterey Bay Estates Subdivision located in the northeasterly portion of the City of Marina. The subdivision contains 162 lots, a percolation pond parcel, and a park parcel.

The subdivision consists of 162 single family homes complete with underground utilities, water and wastewater facilities, public lighting facilities, street and drainage improvements, and landscaping. The Assessment District has been formed for the purpose of maintaining and servicing both the landscaping areas and public lighting facilities within the subdivision. The landscaping areas to be maintained and serviced are those in the percolation pond parcel and the street rights-of-way of De Forest Road and Quebrada Del Mar adjacent thereto; in and adjacent to the Crescent Avenue right-of-way, installed and paid for by the developer. The public lighting facilities to be maintained and serviced include all the public lighting facilities within the subdivision installed and paid for by the developer.

This report has been prepared pursuant to Sections 22500 through 22679 of the Streets and Highway Code (Landscaping and Lighting Act of 1972).

The improvements to be maintained which are the subject of this report, are briefly described as follows:

> Landscaping elements within the percolation pond parcel and the street rights-of-way of De Forest Road and Quebrada Del Mar adjacent thereto, and landscaping elements within and adjacent to the Crescent Avenue right-of-way (See Exhibit A) are considered as the landscaping improvements included in the Assessment District. Landscaping elements consist of hydroseeded areas, groundcover, shrubs, trees, irrigation pipelines, controllers, valves, sprinklers, water and electrical service, and freestanding concrete block walls.

Public Lighting facilities within the street right-of-way of De Forest Road, Costa Del Mar Road, Sirena Del Mar Road, Tallmon Street, Quebrada Del Mar Road, Isla Del Sol Way, Estrella Del Mar Way and Crescent Avenue all within the boundary of the Monterey Bay Estates Subdivision (Tract no. 1102) are considered as the public lighting improvements included in the Assessment District, see Exhibit A. The public lighting facilities consist of electroliers, mast arm, ballast, electrical service, wiring and lamps.

This report includes the following exhibits:

EXHIBIT A - An assessment diagram and boundary map showing all of the parcels of the real property within the Assessment District. The diagram is keyed to Exhibit C by the separate "Assessment Number".

EXHIBIT B - Spreadsheet showing estimated maintenance costs for FY 2024-2025, FY 2025-2026 and FY 2026-2027.

EXHIBIT C - An assessment roll showing the amount proposed to be assessed against each parcel of real property within this Assessment District. In addition to the Assessor's Parcel Number each parcel has been assigned a separate "Assessment Number" which corresponds to that parcel's lot number.

EXHIBIT D- A statement of the method by which the undersigned determined the amount to be assessed against each parcel based on the benefits to be derived by each parcel, respectively, from the improvements.

Respectfully submitted,

_____
Nourdin Khayata, PE
Interim City Engineer

April 2025

Boundary and Landscaped Area Map

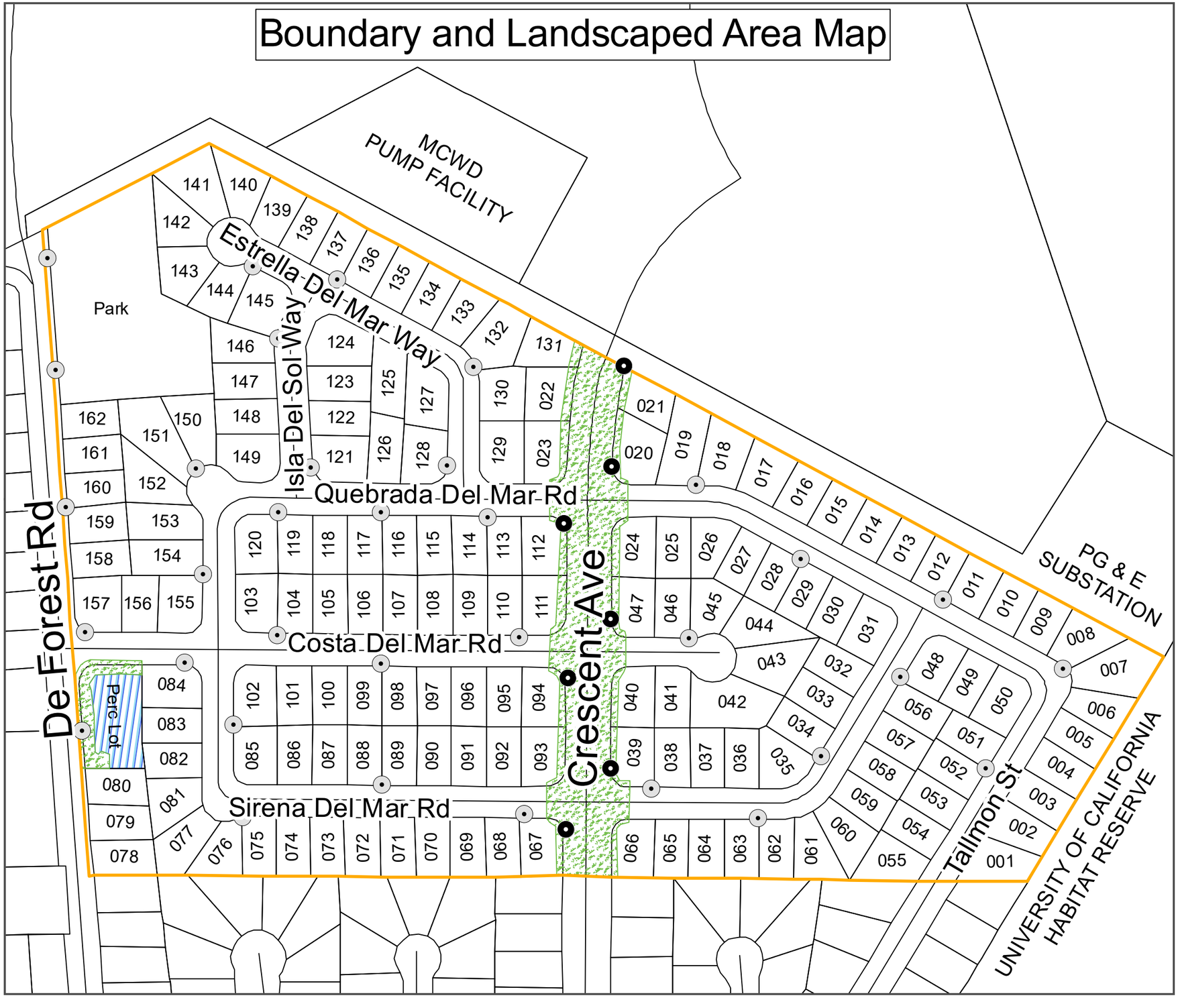
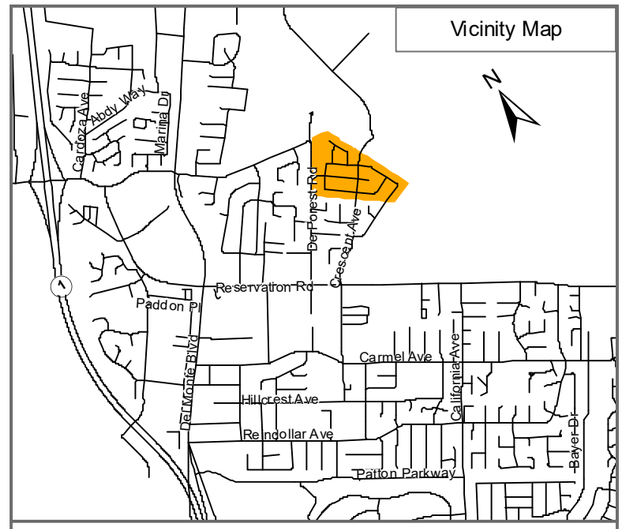


EXHIBIT A

Monterey Bay Estates
Lighting and Landscape
Maintenance District



Legend

Monterey Bay Estates

- Boundary
- Landscaped Area **2.14 Acres**
- Parcels
- Percolation Lot
- Roads

Maintained Street Lights

- Total 34 - 100W
- Total 7 - 200W

Date: April 15th, 2009

Notes: The City of Marina assume no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates/modifications and may not be complete or appropriate for all purposes. The City of Marina and Monterey County GIS should be queried for the most current information. Parcel data is of mapping grade only and does not represent reliable locations or legal boundaries.

Sources: Monterey County GIS, City of Marina CDD
Map Projection: California State Plane Zone IV, NAD 83 (Feet)

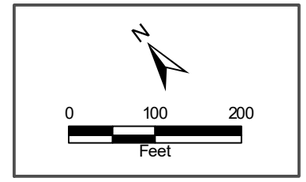


EXHIBIT B

MONTEREY BAY ESTATES LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

Summary	Estimates FY 2024-2025	Estimates FY 2025-2026	Estimates FY 2026-2027
Beginning Cash Balance, July 1st	**$ 7,141**	**$ 8,618**	**$ 9,920**
[a] Total Assessment Revenues (162 Parcels)	**$ 12,497**	**$ 12,497**	**$ 12,497**
Expenditures			
Contractor Services			
[b] Landscape Maintenance Contract	$ 5,820	$ 5,995	$ 6,174
Utilities	$ 120	$ 120	$ 120
Large Tree Trimming	$ -	$ -	$ -
Extraordinary Maintenance	$ -	$ -	$ -
Plant/Tree Removal/Replacement	$ -	$ -	$ -
Administrative Services			
Administration (Incl. Engineers Report)	$ 2,000	$ 2,000	$ 2,000
Cost Allocation Plan Charges	$ 2,871	$ 2,871	$ 2,871
Legal Advertising	$ 209	$ 209	$ 209
Total Expenditures	**$ 11,020**	**$ 11,195**	**$ 11,375**
[c] Net Change in Fund Balance	**$ 1,476**	**$ 1,302**	**$ 1,122**
[d] Ending Fund Balance, June 30th	**$ 8,618**	**$ 9,920**	**$ 11,042**

[a] Maximum Assessment per Prop 218 is $77.14 per parcel. The assessment amount for FY25-26 is consistent with FY24-25 at $77.14 per parcel.

[b] Maintenance Costs are shown as increasing per fiscal year by an estimated Consumer Cost Index (CPI) of 3% as allowed by the Contract Specifications.

[c] Net Change in Fund Balance equals the Total Expenditures subtracted from Total Assessment Revenue for that Fiscal Year.

[d] End Fund Balance equals the Net Change in Fund Balance plus the Beginning Cash Balance of that Fiscal Year.

EXHIBIT C

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
1	032-541-01	$77.14
2	032-541-02	$77.14
3	032-541-03	$77.14
4	032-541-04	$77.14
5	032-541-05	$77.14
6	032-541-06	$77.14
7	032-541-07	$77.14
8	032-541-08	$77.14
9	032-541-09	$77.14
10	032-541-10	$77.14
11	032-541-11	$77.14
12	032-541-12	$77.14
13	032-541-13	$77.14
14	032-541-14	$77.14
15	032-541-15	$77.14
16	032-541-16	$77.14
17	032-541-17	$77.14
18	032-541-18	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
19	032-541-19	$77.14
20	032-541-20	$77.14
21	032-541-21	$77.14
22	032-555-38	$77.14
23	032-555-02	$77.14
24	032-542-01	$77.14
25	032-542-02	$77.14
26	032-542-03	$77.14
27	032-542-04	$77.14
28	032-542-05	$77.14
29	032-542-06	$77.14
30	032-542-07	$77.14
31	032-542-08	$77.14
32	032-542-09	$77.14
33	032-542-10	$77.14
34	032-542-11	$77.14
35	032-542-12	$77.14
36	032-542-13	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
37	032-542-14	$77.14
38	032-542-15	$77.14
39	032-542-16	$77.14
40	032-542-17	$77.14
41	032-542-18	$77.14
42	032-542-25	$77.14
43	032-542-26	$77.14
44	032-542-21	$77.14
45	032-542-22	$77.14
46	032-542-23	$77.14
47	032-542-24	$77.14
48	032-543-01	$77.14
49	032-543-02	$77.14
50	032-543-03	$77.14
51	032-543-04	$77.14
52	032-543-05	$77.14
53	032-543-06	$77.14
54	032-543-07	$77.14
55	032-543-08	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
56	032-543-09	$77.14
57	032-543-10	$77.14
58	032-543-11	$77.14
59	032-543-12	$77.14
60	032-543-13	$77.14
61	032-543-14	$77.14
62	032-543-15	$77.14
63	032-543-16	$77.14
64	032-543-17	$77.14
65	032-543-18	$77.14
66	032-543-19	$77.14
67	032-551-01	$77.14
68	032-551-02	$77.14
69	032-551-03	$77.14
70	032-551-04	$77.14
71	032-551-05	$77.14
72	032-551-06	$77.14
73	032-551-07	$77.14
74	032-551-08	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
75	032-551-09	$77.14
76	032-551-10	$77.14
77	032-551-11	$77.14
78	032-551-12	$77.14
79	032-551-13	$77.14
80	032-551-14	$77.14
81	032-551-15	$77.14
82	032-551-16	$77.14
83	032-551-17	$77.14
84	032-551-18	$77.14
85	032-552-01	$77.14
86	032-552-02	$77.14
87	032-552-03	$77.14
88	032-552-04	$77.14
89	032-552-05	$77.14
90	032-552-06	$77.14
91	032-552-07	$77.14
92	032-552-08	$77.14
93	032-552-09	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
94	032-552-10	$77.14
95	032-552-11	$77.14
96	032-552-12	$77.14
97	032-552-13	$77.14
98	032-552-14	$77.14
99	032-552-15	$77.14
100	032-552-16	$77.14
101	032-552-17	$77.14
102	032-552-18	$77.14
103	032-553-01	$77.14
104	032-553-02	$77.14
105	032-553-03	$77.14
106	032-553-04	$77.14
107	032-553-05	$77.14
108	032-553-06	$77.14
109	032-553-07	$77.14
110	032-553-08	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
111	032-553-09	$77.14
112	032-553-10	$77.14
113	032-553-11	$77.14
114	032-553-12	$77.14
115	032-553-13	$77.14
116	032-553-14	$77.14
117	032-553-15	$77.14
118	032-553-16	$77.14
119	032-553-17	$77.14
120	032-553-18	$77.14
121	032-554-01	$77.14
122	032-554-02	$77.14
123	032-554-03	$77.14
124	032-554-04	$77.14
125	032-554-05	$77.14
126	032-554-06	$77.14
127	032-554-07	$77.14
128	032-554-08	$77.14
129	032-555-03	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
130	032-555-39	$77.14
131	032-555-05	$77.14
132	032-555-06	$77.14
133	032-555-07	$77.14
134	032-555-08	$77.14
135	032-555-09	$77.14
136	032-555-10	$77.14
137	032-555-11	$77.14
138	032-555-12	$77.14
139	032-555-13	$77.14
140	032-555-14	$77.14
141	032-555-15	$77.14
142	032-555-16	$77.14
143	032-555-17	$77.14
144	032-555-18	$77.14
145	032-555-19	$77.14
146	032-555-20	$77.14
147	032-555-21	$77.14

MONTEREY BAY ESTATES
LIGHTING AND LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
ASSESSMENT ROLL FOR
FISCAL YEAR 2025-2026

DIAGRAM AND ASSESSMENT NO.	ASSESSOR'S NET PARCEL NUMBER	ASSESSMENT
148	032-555-22	$77.14
149	032-555-23	$77.14
150	032-555-24	$77.14
151	032-555-25	$77.14
152	032-555-26	$77.14
153	032-555-27	$77.14
154	032-555-28	$77.14
155	032-555-29	$77.14
156	032-555-30	$77.14
157	032-555-31	$77.14
158	032-555-32	$77.14
159	032-555-33	$77.14
160	032-555-34	$77.14
161	032-555-35	$77.14
162	032-555-36	$77.14

EXHIBIT D

METHOD OF DETERMINATION OF ASSESSMENT SPREAD

The maintenance of the landscaping surrounding percolation pond and Crescent Avenue landscaping together with maintenance and service of the public lighting facilities benefits the Assessment District as a whole. The tentative subdivision map approval was conditioned on the formation of this Maintenance District. Since the creation of the lots was so conditioned, each lot equally benefits from the District. Therefore, the assessment spread is based on the number of building sites or lots contained within the district as indicated on the Assessment Diagram (Exhibit A).

May 16, 2025 Item No. **11c**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL TO CONSIDER OPENING A PUBLIC HEARING, TAKING ANY TESTIMONY FROM THE PUBLIC, INTRODUCING BY TITLE ONLY ORDINANCE NO. 2025- , RENEWING CHAPTER 9.26 OF THE MARINA MUNICIPAL CODE "MILITARY EQUIPMENT USE"

RECOMMENDATION:
It is recommended that the City Council consider:

1. Opening a public hearing, and;
2. Introducing by title only Ordinance No. 2025-__, renewing Ordinance No. 2022-02, Marina Municipal Code Chapter 9.26 "Military Equipment Use".

BACKGROUND:
On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (AB 481), relating to the use, funding, and acquisition of military equipment by law enforcement agencies. The Marina City Council previously approved Marina Police Department Policy #707 – Military Equipment, and the associated Military Equipment use by ordinance 2022-02 on April 19, 2022 (now codified as Chapter 9.26 of the Marina Municipal Code).

In addition to receiving and approving the Annual Military Equipment Report presented to Council on May 6, 2025, AB 481 and Marina Municipal Code Section 9.26.040.E require the City Council to annually review the ordinance and vote on whether to renew such ordinance at a regular meeting held pursuant to the Brown Act.

In considering whether to renew Chapter 9.26 including Policy #707, Council shall consider whether the Annual Military Equipment Report complies with the standards set forth in MMC Section 9.26.040.D. Those standards include:

1. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance

ANALYSIS:
In accordance with the Marina Municipal Code (MMC) Section 9.26.040.D, the Marina Police Department has evaluated its military equipment inventory and use policy to ensure compliance with the standards required for ordinance renewal. The following findings support the continued necessity, accountability, and appropriateness of Policy #707 and Chapter 9.26:

1. **Necessity and Lack of Reasonable Alternatives:**

   The military equipment maintained by the Marina Police Department remains necessary to achieve objectives related to officer and civilian safety. The department continues to utilize this equipment for critical incidents such as active shooter situations, high-risk warrant service, barricaded suspects, disaster response, and search and rescue operations. There is no reasonable alternative available that provides the same capabilities with the same efficiency or reliability under those conditions.

2. **Safeguarding Public Welfare, Civil Rights, and Liberties:**

   The existing Military Equipment Use Policy (#707) contains clear procedural safeguards, including limitations on deployment, defined authorization levels, incident documentation requirements, and supervisory oversight. The department also conducts annual reviews and provides public transparency through community meetings and published reports. These measures ensure the policy protects the public's welfare, civil rights, and civil liberties while enabling effective law enforcement operations.

3. **Cost-Effectiveness of Equipment:**

   All military equipment in use was either previously acquired through state and federal programs at no cost or has been evaluated for cost-effectiveness prior to purchase. The department continually reviews advancements in technology and evaluates potential alternatives; however, the current equipment remains functionally superior and cost-effective when compared to any commercially available replacements.

4. **Compliance with Use Policy and Corrective Actions:**

   The Annual Military Equipment Report for 2024–2025 confirms that all use of military equipment during the reporting period was in compliance with the approved use policy. There were no policy violations, community complaints, or reported misuse. In the event of any future non-compliance, the department maintains established internal protocols for investigation, correction, and retraining to ensure accountability and future adherence.

These findings affirm that the Marina Police Department has responsibly maintained its military equipment inventory, adhered to the standards of MMC Section 9.26.040.D, and upheld the commitments made to the community when Ordinance No. 2022-02 was first enacted.

Attached for Council consideration is a draft Policy # 707, **EXHIBIT A** and draft Military Equipment Use Ordinance, Chapter 9.26, **EXHIBIT B**, for Council renewal. This draft ordinance is identical to that enacted on April 19, 2022.

FISCAL IMPACT:
None

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

Respectfully submitted,

_____
Randy Hopkins
Chief of Police
City of Marina

REVIEWED/CONCUR:

_____
Layne Long
City Manager
City of Marina

ORDINANCE NO. 2025 -____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA, RENEWING ORDINANCE NO. 2022-02, CHAPTER 9.26 OF THE MARINA MUNICIPAL CODE REGARDING ESTABLISHMENT OF A MILITARY EQUIPMENT POLICY FOR THE MARINA POLICE DEPARTMENT

WHEREAS, on September 30, 2021, Governor Gavin Newsome signed into law Assembly Bill 481 ("AB 481"), adding Chapter 12.8, "Funding, Acquisition and Use of Military Equipment," to Division 7 of Title 1 of the Government Code (sections 7070-7075), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired. Or used; and

WHEREAS, the Marina Police Department is in possession of certain items of equipment that qualify as "military equipment' under AB 481 and further intends to acquire other items of military equipment; and

WHEREAS, AB 481 requires, inter alia, that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released written, military equipment use policy document covering the inventory, description, quantity, purpose, capabilities, use, lifespan, acquisition, maintenance, authorized use, fiscal impacts, procedures, training oversight, and complaint process, applicable to the Department's use of such equipment; and

WHEREAS, the policy must be approved by the City Council by ordinance, and reviewed annually thereafter; and

WHEREAS, the military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

WHEREAS, the proposed Military Equipment Use Policy, Marina Police Department Policy 707, will safeguard the public's health, welfare, safety, civil rights, and civil liberties; and

WHEREAS, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

WHEREAS, prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, the Marina Police Department has submitted the proposed Policy to the City Council and has made those documents available on the Police Department's website for at least 30 days prior to the public hearing concerning the military equipment at issue; and

WHEREAS, the Policy satisfied the requirements of Government Code Section 7070(d); and

WHEREAS, the City Council recognizes that there is a need to enact the restrictions contained in this Ordinance to protect the public health, safety, and welfare; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA HEREBY ORDAINS AS FOLLOWS:

Section 1. The City Council having received information required under AB 481 regarding the Marina Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby does approve the Military Equipment Policy attached hereto **Exhibit A** which shall govern the use of military equipment by the Marina Police Department.

Section 2. Chapter 9.26 added to Title 9 of the Marina Municipal Code is renewed and to read as follows on the seven (7) pages attached hereto as **Exhibit B**:**.**

Section 3. The City Council finds that the adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines because it is not a "project" and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

Section 4. Any provision of the Marina Municipal Code or appendices thereto *inconsistent* with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 5. This Ordinance shall be in full force and effect thirty (30) days after its final passage, and the Ordinance shall be posted within fifteen (15) days after the adoption.

THE FOREGOING ORDINANCE was introduced following a public hearing held at a regular meeting of the City Council of the City of Marina on May 20, 2025 and will come for adoption as an Ordinance of the City of Marina at a regular meeting of the Council to be held on June 3, 2025.

AYES, COUNCIL MEMBERS:
NOES, COUNCIL MEMBERS:
ABSENT, COUNCIL MEMBERS:
ABSTAIN, COUNCIL MEMBERS:

_____
Bruce C. Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

Policy
707

Marina Police Department
Marina Police Department Policy Manual

Military Equipment

707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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707.2 POLICY

It is the policy of the Marina Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Marina Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

[Insert attachment here]

707.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

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(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

707.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

707.6.1 USE IN EXIGENT CIRCUMSTANCES

Marina Police Department participates with the Peninsula Special Response Unit and works closely with local, county, state, and federal partners. In exigent circumstances and with the approval of the Chief of Police or designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Police Department acquires, borrows, or uses military equipment in exigent circumstances, it will provide written notification of the acquisition or use to the City Council within 30 days following the commencement of such exigent circumstances, unless such information is confidential or privileged under local, state or federal law.

707.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

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707.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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EXHIBIT B

Chapter: 9.26
"Military Equipment" Use Ordnance

Sections:

9.26.010	Name of Ordinance
9.26.020	Purpose.
9.26.030	Definitions.
9.26.040	Military Equipment Use Policy Requirement
9.26.050	Use In Exigent Circumstances
9.26.060	Reports on the Use of Military Equipment.
9.26.070	Severability

9.26.010 Name of Ordinance.

A. This Ordinance shall be known as the Military Equipment Use Ordinance.

9.26.020 Purpose.

A. The purpose of this ordinance is to ensure the Police Department's compliance with California AB 481, which requires California law enforcement agencies to obtain approval of the law enforcement agency's governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting prior to taking actions relating to the funding, acquisition, or use of military equipment. This ordinance also requires approval for the continued use of military equipment acquired prior to January 1, 2022. This ordinance also allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. (California Government Codes § 7070, § 7071, § 7072.)

9.26.030 Definitions.

A. "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long-Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40 mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

B. "City" means any department, agency, bureau, and/or subordinate division of the City of Marina,

C. “Police Department” means any division, section, bureau, employee, volunteer and/or contractor of the Marina Police Department.

D. “City Council” means the governing body that is the Marina City Council.

E. “Military Equipment Use Policy” means a publicly released, written document governing the use of military equipment by the Police Department that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the Police Department proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the Police Department allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For the Police Department procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the Police Department will ensure that each complaint, concern, or question receives a response in a timely manner. (California Government Codes § 7070.)

9.26.040 Military Equipment Use Policy Requirement.

A. The Police Department shall obtain approval of the City Council, by an ordinance adopting a Military Equipment Use Policy at a regular meeting of the City Council held pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the City of Marina.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this section.

B. No later than May 1, 2022, if seeking to continue the use of any Military Equipment that was acquired prior to January 1, 2022, the Marina Police Department shall commence a City Council approval process in accordance with this section. If the City Council does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted within 180 days of submission of the proposed military equipment use policy to the City Council, the Marina Police Department shall cease its use of the military equipment until it receives the approval of the City Council in accordance with this section.

C. In seeking the approval of the governing body, the Police Department shall submit a proposed military equipment use policy to the City Council and make those documents available on the Police Department's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

D. The City Council shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(1) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(2) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties

.

(3) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(4) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

E. The City Council shall review this ordinance at least annually and vote on whether to renew it at a regular meeting held pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

9.26.050 Use in Exigent Circumstances

A. Notwithstanding the provisions of this Chapter, the Police Department may acquire, borrow and/or use Military Equipment in Exigent Circumstances without following the requirements of this ordinance.

B. If the Police Department acquires, borrows, and/or uses Military Equipment in Exigent Circumstances, in accordance with this section, it must take all of the following actions:

(1) Provide written notice of that acquisition or use to the City Council within 30 days following the commencement of such Exigent Circumstances, unless such information is confidential or privileged under local, state, or federal law.

(2) If it is anticipated that the use will continue beyond the Exigent Circumstance, submit a proposed amended Military Equipment Use Policy to the City Council within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the City Council.

(3) Include the Military Equipment in the Police Department's next annual Military Equipment Report.

9.26.060 Reports on the Use of Military Equipment

A. The Police Department shall submit to City Council an annual military equipment report for each type of military equipment approved by City Council within one year of approval, and annually thereafter for as long as the military equipment is available for use.

B. The Police Department shall also make each annual military equipment report available on its internet website for as long as the military equipment is available for use.

C. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the Police Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

D. Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the Police Department's funding, acquisition, or use of military equipment. (California Government Codes § 7072 (a)

E. The City Council shall determine, based on the annual military equipment report submitted by the Marina Police Department whether each type of military equipment identified in that report has complied with the standards for approval. In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the Marina Police Department for as long as the Military equipment is available for use. (California Government Codes § 7071 (a) (1)). If the City Council determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval, the City Council shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

9.26.070 Severability

A. If any section, subsection, sentence, clause, phrase, or word of this Chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Chapter.

B. The City Council hereby declares that it would have passed this Chapter and each and every section, subsection, sentence, clause, phrase, or word not declared invalid or unconstitutional without regard to whether any other portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

May 5, 2025 Item No. **11d**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

THE CITY COUNCIL WILL HOLD A PUBLIC HEARING INTRODUCING ORDINANCE NO. 2025-, AMENDING THE ZONING CODE (TITLE 17) AND ADOPT A RESOLUTION APPROVING A GENERAL PLAN AMENDMENT TO THE 2000 MARINA GENERAL PLAN TO IMPLEMENT PROGRAM 2.4 (INCLUSIONARY ORDINANCE) OF THE HOUSING ELEMENT. THE ACTION IS EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3).

RECOMMENDATION: It is recommended that the City Council consider:

1. Open a public hearing introducing Ordinance No. 2025, amending the Zoning Code (Title 17) and
2. Adopt a resolution amending Section 5.7.2 of the 2000 General Plan, both to implement Program 2.4 of the Housing Element.
3. Find that the recommended action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

BACKGROUND

On April 11, 2024, the Marina Sixth Cycle Housing Element was certified by the California Department of Housing and Community Development (State HCD). Per the programs of the Housing Element the City must take specific action steps every year to maintain certification with the State HCD. One such action step is the implementation of Program 2.4 of the Housing Element, which requires certain amendments to the City's Inclusionary Housing Ordinance within Title 17 of the Marina Municipal Code (Zoning Ordinance) and Section 5.7.2 of the 2000 Marina General Plan. Pursuant to Government Code Section 65353 the policy was reviewed and recommended for approval by the Planning Commission on March 27, 2025. [1]

DISCUSSION

An "inclusionary housing ordinance" is a local law that requires developers to include a certain percentage of affordable housing units within new residential developments, essentially requiring them to set aside a portion of their project for lower-income residents; this is typically done by specifying a percentage of units that must be priced at a level affordable to certain income brackets.

Currently, the City of Marina's Inclusionary Ordinance imposes a twenty percent (20%) inclusionary requirement for projects containing twenty units or more, meaning that 20% of the units must be dedicated for below market rate housing. However, for projects within the former Fort Ord area, the inclusionary requirement is forty percent (40%).[2] This forty percent requirement is substantially higher than the requirement in the General Plan, specific plans for the Big Three Projects (Dunes, Sea Haven, and Marina Station), and the inclusionary ordinances of neighboring agencies, which generally require a twenty percent inclusionary requirement for development

1 On March 27, 2025, the Planning Commission reviewed the zoning text amendment and removed section 17.48,030(b)(1)(b) to make it clear that this ordinance would apply to development projects moving forward.
[2] See Section 17.48.030(c)(1) of the Marina Municipal Code.

projects.[3] The proposed amendment would change the inclusionary requirement in the Fort Ord area to twenty percent, consistent with the requirement in all other areas of Marina. The goal of the amendment is to make the Inclusionary Ordinance apply similarly to all segments of Marina, and to comply with Housing Element Program 2.4, which requires the City to make this change.

Additionally, to spur the development of more affordable housing, Housing Element Program 2.4 requires the City to update the Inclusionary Ordinance to apply to projects with five or more units. As noted above, currently it applies only to projects with twenty or more units. If adopted, this action will require amendments to Marina Municipal Code Section 17.48.030 and General Plan Section 5.7.2, which also contains the City's inclusionary requirement.

After the Planning Commission recommended approval of this action by the City Council, an inquiry came in regarding why the City would remove the forty percent requirement. No city of comparable size to the City of Marina has a forty percent inclusionary requirement as this would make housing infeasible for developers to build.

Recently, Land Watch submitted a letter requesting that, because the proposed ordinance amendments would lower the inclusionary requirement for the former Fort Ord area, the City should "commit to incentivizing other methods for attaining affordable housing." Although the proposed amendments would reduce the inclusionary requirement for the former Fort Ord area from 40% to 20%, the ordinance would also substantially expand the number of developments anywhere in the City to which the inclusionary ordinances applies: from developments of 20 units or more, to developments of just five units or more. Thus, the proposed ordinance amendments would likely increase, rather than decrease the supply of affordable housing units in the City.

Land Watch also suggested that under AB 1505, the Department of Housing and Community Development (HCD) could potentially require the City to conduct an "economic feasibility study" of the proposed Ordinance amendment. Per AB 1505, a feasibility study is not authorized here, as Marina is exceeding the requirement that it achieve at least 75% of its Regional Housing Needs Allocation for the Sixth Cycle Housing Element; the City has annually filed its Annual Progress Report pursuant to the Housing Element Law; and the proposed amendments do not mandate that at least 15% of units be built at 80% of the Area Median Income (AMI). (Rather, the proposed ordinance would mandate that at least 13% of units be built at 80% of AMI.)

ENVIROMENTAL REVIEW

The proposed action is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines as there is no reasonable possibility that it will have a significant effect on the environment. Because the proposed action merely update the Municipal Code and General Plan to clarify which housing types are allowed in certain residential zones, subject to a use permit and project-specific environmental review as necessary, there is no possibility that the activity in question may have a significant effect on the environment. No further environmental review is necessary.

CONCLUSION

City staff are recommending approval of the proposed edits to the Municipal Code and the 2000 General Plan in order to implement Program 2.4 of the Housing Element, and a finding that the recommended action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

[3] City staff confirmed that most neighboring local agencies have an inclusionary requirement of 20% (Seaside, Monterey, Salinas), with several having Housing Element action items mandating adoption of an inclusionary ordinance (Pacific Grove, Carmel by the Sea) approximating this percentage.

Respectfully submitted

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

REVIEWED BY:

_____
Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ADOPTING AN AMENDMENT TO SECTION 5.7.2 OF THE 2000 GENERAL PLAN

WHEREAS, on April 11, 2024, the California Department of Housing and Community Development (State HCD) certified the City of Marina's Sixth Cycle Housing Element ("Housing Element"); and

WHEREAS, the Housing Element requires the City of Marina to implement several policy and ordinance modifications to remain compliant with the Housing Element, as set forth further herein; and

WHEREAS, reducing barriers to development of more housing is a key objective of the Housing Element; and

WHEREAS, Housing Element Program 2.4 mandates that the City's inclusionary housing ordinance be amended such that it applies to projects with five (5) or more units; and

WHEREAS, concurrent with its adoption of this Resolution, the City Council has adopted Ordinance No. 2025- to amend the City's inclusionary housing ordinance consistent with Housing Element Program 2.4; and

WHEREAS, Section 5.7.2 of the City's 2000 General Plan currently provides that the City's inclusionary housing requirement only applies to projects with twenty (20) or more housing units; and

WHEREAS, the proposed amendment is subject to the findings provided in Exhibit A; and

WHEREAS, to achieve compliance with Housing Element Program 2.4, the City Council amends Section 5.7.2 of the 2000 General Plan as indicated in Exhibit B and referenced herein; and

WHEREAS, the Planning Commission, at a duly noticed public hearing on March 27, 2025 adopted Resolution 2025 recommending that the City Council amend the referenced section as presented; and

WHEREAS, at a duly noticed meeting on May 20, 2025 the City Council reviewed the recommendation; and

WHEREAS, the proposed amendment has been processed in accordance with the applicable provisions of the California Environmental Quality Act (CEQA) and adoption of the foregoing amendment will not result in a negative impact to the environment and is exempt from environmental review per Section 15061(b)(3) of the CEQA Guidelines; and

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

1. Find that the foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

2. Make the findings set forth in Exhibit A, attached hereto, and adopt this Resolution to amend the 2000 General Plan, Section 5.7.2, as set forth in Exhibit B, attached hereto.

3. Declare that: (a) if any section, subsection, clause or phrase of this resolution is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution; and (b) the City Council would have adopted the resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

4. If approved, direct the City Manager to execute all documents and to perform all other necessary acts to implement this Resolution.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 20th day of May 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 to Resolution

Findings

Pursuant to Government Code section 65358, the City makes the following findings (the finding is in *italics* and staff's justification follows):

- *The proposed amendment is deemed in the public interest.*

The purpose of the City's Inclusionary Housing Ordinance is to encourage the development and availability of affordable housing by ensuring that the addition of affordable housing units to the City's housing stock is in proportion with the overall increase in housing units. The proposed amendment, by increasing the number of projects to which the Inclusionary Housing Ordinance will apply, will further the purpose of the Ordinance and foster improved regional jobs-housing balances and racial integration within the City, all of which are in the public interest.

- *The proposed amendment is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected.*

Staff has reviewed the General Plan and implementing programs and has determined that the proposed amendment is consistent and compatible with both.

- *The potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare.*

The proposed amendment will increase the number of projects to which the Inclusionary Housing Ordinance will apply and therefore will likely increase the development and availability of affordable housing in the City. This impact is in the interest of public health, safety, and welfare. No other potential impacts of the amendment will be detrimental to the public health, safety, and welfare.

Exhibit B to Resolution

General Plan Text Amendments

Amendment to Section 5.7.2 of the 2000 General Plan (Strikethrough identifies deletions to the text; underline indicates additional language added to the text):

Inclusionary Zoning. To help alleviate the housing shortages for households of low and moderate income, and to make housing available to persons employed within Marina in lower wage jobs (thereby promoting both the General Plan's jobs/housing balance and housing affordability objectives), the City should draft and adopt inclusionary zoning requirements. The ordinance shall require that all projects containing ~~approximately~~ 5 ~~20~~ units or more regardless of zoning district or specific plan area, include and maintain an appropriate percentage of the units as housing affordable to lower and moderate-income households consistent with the Housing Element's inclusionary requirement.

The ordinance should also include incentives for providing below-market-rate housing - in addition to that required as inclusionary - that is affordable to households with incomes ranging from 120 to 150 percent of the current county median income. The ordinance should determine both the income eligibility for defining affordability, and employment and residence eligibility consistent with the Housing Element, set pricing criteria for affordable units, provide restrictions on resale and re-rental of affordable units, and include incentives to help ensure the economic viability of affected projects. Where affordable housing is provided pursuant to conditions of project approval, resale conditions should be imposed.

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING TITLE 17 (ZONING CODE) OF THE MARINA MUNICIPAL CODE TO IMPLEMENT PROGRAM 2.4 OF THE HOUSING ELEMENT

WHEREAS, on April 11, 2024, the California Department of Housing and Community Development (State HCD) certified the City of Marina's Sixth Cycle Housing Element ("Housing Element"); and

WHEREAS, the Housing Element requires the City of Marina to implement several policy and ordinance modifications to remain compliant with the Housing Element, as set forth further herein; and

WHEREAS, reducing barriers to the development of more housing is a key objective of the Housing Element; and

WHEREAS, the City's inclusionary housing ordinance currently imposes a forty percent (40%) inclusionary mandate for the parts of Marina that are located on former Fort Ord land and a twenty percent (20%) inclusionary mandate for the remainder of Marina; and

WHEREAS, the forty percent (40%) mandate applicable to the former Fort Ord area is substantially higher than the requirement in the General Plan and the City-adopted specific plans for the Dunes (University Village Specific Plans), Sea Haven and Marina Station Specific Plans; and

WHEREAS, the City's inclusionary housing ordinance currently applies to residential development of twenty (20) or more units; and

WHEREAS, Housing Element Program 2.4 requires the City to amend the inclusionary housing ordinance such that: (1) the inclusionary mandate for the former Fort Ord area is consistent with the General Plan and the twenty percent (20%) mandate applicable to other areas of the City; and (2) the ordinance applies to residential development of five (5) or more units.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES ORDAIN AS FOLLOWS:

Section 1. Findings.

The City Council finds and determines the recitals set forth above, and the findings contained in Exhibit A, attached hereto, to be true and correct and by this reference, incorporates the same herein as findings.

Section 2. Amendments.

Section 17.48.030 of the Marina City Code is hereby amended to read as follows. ~~Strikethrough~~ identifies deletions to the text; <u>underline</u> indicates additional language added to the text.

17.48.030 Inclusionary housing.

A. *Purpose and Intent.* It is the intent of this section to establish standards and procedures that facilitate the development of housing affordable to a range of households with varying income levels as mandated by California Government Code Section 65580. The purpose of this section is to encourage the development and availability of such housing by ensuring that the addition of affordable housing units to the city's housing stock is in proportion with the overall increase in housing units.

B. *Applicability and Exemptions.*

1. *Applicability.*

a. All residential developments of five ~~twenty~~ or more units;

~~b. Existing occupied housing in Marina's former Fort Ord.~~

2. *Exemptions.*

a. Residential developments proposed to contain fewer than five ~~twenty~~ units;

b. Market-rate units produced as a density bonus pursuant to Section 17.48.040;

c. Any housing unit or residential development which is damaged or destroyed by fire, natural catastrophes, or act of public enemy, subject to the following conditions:

i. The unit or development is damaged or destroyed to the extent to not more than seventy-five percent of the assessed value thereof, as shown on the latest Monterey County assessment roll, prior to such destruction,

ii. The use of the reconstructed building and number of housing units remain the same as prior to the damage or destruction,

iii. The square footage of the reconstructed building is not increased or reduced by more than ten percent,

iv. The unit or development is reconstructed within four years of the damage or destruction, and

v. Should the reconstructed development result in an increased number of housing units, only the net increase in units shall incur an inclusionary housing requirement.

C. *Inclusionary Housing Requirement.*

1. All new residential development of five ~~twenty~~ or more units and all existing occupied housing in Marina's former Fort Ord shall be required to provide at minimum a specified percentage of housing units affordable to specific income groups according to the affordability distribution set forth in Table 17.48.030-1.

2. Provision of affordable for-sale housing for middle income households is voluntary and incentive-based. The developer must submit a request for incentives as part of the affordable housing plan for review by the director.

Table 17.48.030-1. Inclusionary Housing Requirements

Planning Area	Percentage of Required Affordable Housing by Income				Total Affordable Requirement (Percentage of Total Units)
	Very Low	Low	Moderate	Middle	
Citywide For-Sale or Rental Housing: New Construction or Substantially Rehabilitated	6 Percent	7 Percent	7 Percent	10 Percent—Voluntary and Incentive-Based	20+ percent
Former Fort Ord: Existing Occupied Housing	6 ~~15~~ Percent	7 ~~15~~ Percent	7 ~~10~~ Percent	~~0~~ Percent	20 ~~40~~ Percent[1]

1 Inclusionary housing requirement for existing occupied housing on the former Fort Ord can be fulfilled by providing fewer moderate income housing units than required above if a greater percentage of very low and low income housing units are provided and the total number of very low, low and moderate income units is not less than twenty ~~forty~~ percent.

3. *Existing Housing on Former Fort Ord.*

c. Inclusionary housing requirements for existing occupied housing on the former Fort Ord can be fulfilled with fewer moderate income housing units than specified in Table 17.48.030-1 if a greater percentage of very low and low income housing units are provided and the total number of very low, low and moderate income units is not less than twenty ~~forty~~ percent, and the allocation of the inclusionary units is approved as part of the affordable housing agreement. The trading of units is one-way only from moderate income to low and very low income, or from low income to very low income.

Section 3. California Environmental Act (CEQA).
The proposed action is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) as there is no reasonable possibility that the adoption of the ordinance will have a significant effect on the environment. Because the proposed action merely updates the Municipal Code to clarify the housing types that are allowed in certain residential zones, subject to a use permit and project-specific environmental review as necessary, there is no possibility that the activity in question may have a significant effect on the environment. No further environmental review is necessary.

Section 4. Severability.
It is the intent of the City Council of the City to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase independently, even if any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases were declared invalid or unenforceable.

Section 5. Effective Date.
This ordinance shall be in full force and effect thirty (30) days following its passage and adoption, as certified by the City Clerk.

The foregoing ordinance was introduced and read on the 20th day of May 2025 and was finally adopted on the 3rd day of June 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Bruce Delgado, Mayor

ATTEST:

_____
Anita Sharp, Deputy City Clerk

EXHIBIT A

FINDINGS

Consistent with the General Plan

1) General Plan Policy 5.4 and 5.4.6 - Zoning Ordinance Update. A major revision of the City's existing zoning code is required to implement the General Plan. The initial step should be to thoroughly review and critique the existing code and identify its deficiencies. Changes are required to implement Housing Element policies and programs.

   Evidence: By adopting the revisions to the zoning ordinance as required by Program 2.4 of the Housing Element, the City will be implementing General Plan Policy 5.4.6 which directs city staff to review the Municipal Code for consistency with Housing Element Law.

2) General Plan Policy 5.7 – Housing Availability Ordinances. This policy requires the City to prepare and adopt certain ordinances to address the General Plan objectives of matching housing to the needs of local employees and providing housing to meet the needs of households of all economic levels.

   Evidence: By reducing the housing constraints for special housing needs groups and making the City's inclusionary housing ordinance applicable to more residential development per Program 2.4 of the Housing Element, the City will be implementing General Plan Policy 5.7.

LANDWATCH
MONTEREY COUNTY

May 8, 2025

Mayor Bruce Delgado
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

RE: Inclusionary Ordinance Amendment for Fort Ord Lands and better incentives for affordable housing

Dear Mayor Delgado and City Council Members:

Last month, the Marina Planning Commission approved an amendment to Marina's Inclusionary Ordinance. The amendment will lower the inclusionary requirement for the former Fort Ord area from 40% to 20%. We ask that the City, when lowering the inclusionary requirement, also commit to incentivizing other methods for attaining affordable housing.

While we agree that 40% inclusionary is unrealistic and even counterproductive to ensuring affordable housing production, Marina should consider the objective behind the 40% requirement, i.e. the production of a greater amount of affordable housing. We ask the City to identify other mechanisms for ensuring the same desired outcome. There are other strategies for encouraging affordable housing development, many of which are as or more effective than an inclusionary requirement. These include: incentivizing smaller units; zoning higher densities; reducing impact fees and/or charging fees on a square foot basis rather than a unit basis; and requiring minimum zoning densities.

If Marina takes away half of a requirement intended to encourage below market rate housing production, it should replace it with some other means of accomplishing the same goal. If the City amends the ordinance to reduce the 40% inclusionary requirement for former Fort Ord lands, we ask that it simultaneously add language committing to incentivize other options.

We would also like to bring to your attention that the California Department of Housing and Community Development (HCD) is authorized to require a city to conduct a feasibility study for post-2017 changes to an inclusionary housing ordinance in which the requirement exceeds 15%.

See AB 1605; Government Code §65850.01. This study is needed to demonstrate that the higher affordability requirement doesn't unduly constrain housing production.
Setting the inclusionary requirement at 15% would obviate the risk that HCD would require an expensive and time-consuming feasibility study.

Thank you for your consideration of this request. Please feel free to contact me should you have any questions.

Regards,



Michael DeLapa
Executive Director

May 20, 2025 Item No. **11e**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL TO CONSIDER OPENING A PUBLIC HEARING AND RECIEVING AND FILING A REPORT AND PRESENTATION ON THE CITY'S VACANCIES, RECRUITMENT AND RETENTION, INLCUDING ANY PRESENTATIONS FROM THE CITY'S REPRESENTED BARGAINING GROUPS, PUSUANT TO ASSEMBLY BILL 2561 AND GOVERNMENT CODE 3502.03

REQUEST:

It is recommended that the City Council:

1. Open a public hearing; and
2. Receive a report and presentation regarding City vacancies, recruitment and retention efforts, including any presentation from the City's represented bargaining groups, pursuant to California Government Code Section 3502.3.

BACKGROUND:

Assembly Bill 2561 was passed with an effective date of January 1, 2025, and requires public agencies to hold a public hearing regarding vacancies, recruitment and retention efforts prior to the adoption of a final budget. The bill was enacted into law and is codified as California Government Code Section 3502.3. **("EXHIBIT A")**

Under (Gov. Code § 3502.3), the City is required to:

1. Hold a Public Hearing: At least once each fiscal year, at a public hearing before the City Council the City shall present information regarding the status of vacancies and recruitment and retention efforts (Gov. Code § 3502.3(a)(1)) and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process (Gov. Code § 3502.3(a)(3)).

   If the City Council adopts an annual or multiyear budget during the fiscal year, this presentation must occur prior to the City Council's adoption of the final budget for the City (Gov. Code § 3502.3(a)(2).)

2. Allow Employee Organization Participation: Allow the recognized employee organization for each bargaining unit at the City to make presentations during the public hearing concerning vacancies and recruitment and retention efforts. (Gov. Code § 3502.3(b).)

3. Provide Additional Reporting for High Vacancy Rates: If vacancies within a single bargaining unit meet or exceed 20% of authorized full-time positions in that bargaining unit, upon request of the recognized employee organization for that bargaining unit, the City must provide additional information during the public hearing, including the following: (1) the total number of vacancies; (2) the number of applicants; (3) the average time to fill positions; and (4) opportunities to improve compensation and working conditions for employees in the bargaining unit. (Gov. Code § 3502.3(c).)

City of Marina Bargaining Groups:
There are 5 bargaining groups in the City consisting of 101 authorized positions.

Table 1: Bargaining Groups

City of Marina - Bargaining Groups
UWUA – Utility Workers Union of Ameria
MMEA – Marina Management Employees Association
MPOA – Marina Public Safety Officers Association
MPFFA – Marina Professional Fire Fighters Association
MPSMA – Marina Public Safety Mid Management Association

Vacancies in an organization can occur for several reasons, such as the creation of a newly budgeted position, internal promotions or transfers, or when an employee departs due to retirement, voluntary separation or involuntary separation. For the City of Marina, as of April 1, 2025, the vacancy rate was 10%.

Table 2: Vacancy Rate by Bargaining Group as of April 1, 2025.

City of Marina Bargaining Groups	Vacancy Rate	Number of Vacancies	Number of Authorized Positions
UWUA	7%	3	42
MPFFA	0%	0	18
MPOA	7.7%	2	26
MMEA	40%	4	10
MPSMA	0%	0	5

California Government Code Section 3502.3 requires additional information for a bargaining group if the number of vacancies meet or exceed 20% of authorized full-time positions in that bargaining unit. In this instance, only the MMEA bargaining group exceeded the 20% threshold.

Additional information for MMEA

1. The total number of vacancies – 4

2. Number of applicants
    a. City Engineer:
        i. 2023 May: 9 applicants
        ii. 2023 October: 6 applicants
        iii. Combined position with Public Works Director through March 2024
        iv. Currently work is being performed by consultant/contractor.

    b. Associate Engineer:
        i. 2023 Vacant Assistant Civil Engineer reclassed to Associate Engineer
        ii. Currently work is being performed by consultant/contractor.

c. Other vacancies have not been posted/recruited for since authorized through the budget or have had classification changes
    i. Housing Manager
        a. Approved September 2023
        b. Work was being performed by Assistant City Manager through May 2024
        c. Develop classification function and duties
    ii. Arborist/Botanist/Landscape Architect
        a. Approved September 2024
        b. Develop classification (combination) and duties
    iii. Sr. Management Analyst/Communications/Public Relations
        a. 2019 (October) – Vacant Economic Development Position
        b. 2020-2022 – COVID
        c. 2023 – Housing/Economic Development/Public Relations/ Communications
        d. 2024 – Communications/Public Relations

3. Average time to fill positions – 116 Days

4. Opportunities to improve compensation and working conditions for employees in the bargaining unit. (Gov. Code § 3502.3(c).).

    a. The City conducts a compensation study of comparable agencies during labor negotiations, to ensure competitive salary and benefits package.
    b. Continued process improvements to streamline recruitment and attract top qualified candidates.
    c. Continued Employee Engagement efforts to maintain a high retention rate.

AB2561 allows City recognized employee bargaining unit to make a presentation during the public hearing regarding vacancies, recruitment and retention efforts.

ANALYSIS:

When a vacancy arises, Human Resources will prioritize filling the position promptly to ensure smooth continuation of services and maintain operations. Prompt recruitment and hiring also prevent disruptions within departments and support the overall stability of the workforce. There are times where certain positions require research in order to identify the appropriate classification, duties and salary, resulting in additional time prior to the position being finalized, posted and recruited. During these times, the work may be supplemented by consultants or interim assignments.

The Human Resources Department understands it is vital to attract individuals with the right skills and expertise who will contribute to the City's long-term success. By identifying and selecting top talent, the recruitment process ensures the City is staffed with individuals who possess the necessary skills, knowledge, and values to drive progress and support the organization's ongoing growth and development.

The Personnel Manual Section 4 – Employment, Selection and Appointment illustrates the recruitment process for the City. Recruitment within the organization follows a structured process to ensure efficiency and compliance. The process stated in the Personnel Manual ensures a sound process. Over the last two years, efficiencies and marketing strategies have been incorporated throughout the process to increase the interest of top qualified applicants and to create a more streamlined and collaborative process with the departments.

According to Governmentjobs.com and Neogov - State governments have the shortest time-to-hire, filling open positions on average in 96 days. At the local government level, agencies need an average of 130 days or approximately 4 months to find a qualified hire.

Changes in the last two years:

- Targeted Advertising – work with the departments for the best advertising strategies, including ad placements in common industry job boards.
- Highlight Key Positions on our Professional Social Network platform, such as LinkedIn.
- Attended Local Career Fairs
- Streamlining recruitment process – ensuring diversity on panels and candidate pools
- Recruitment strategy and timeline form, which is completed during the recruitment "start" meeting. This initial meeting is to discuss ideal candidate, timeline, posting, application screening criteria, testing requirements, high priority items, interview questions, ad list, etc.
- Increased contact points with applicants throughout the recruitment process, ensuring continued engagement and interest.

As an example: prior to the changes stated above, the number of applications received by the city for an Administrative Assistant averaged approximately 5 applications compared to the most recent Administrative Assistant recruitment, where we received 63 applications, with 30 of those meeting the minimum qualifications.

Although the vacancy rate stands at 10%, the City faces challenges in filling hard-to-fill positions. Contributing factors include skill shortages, high cost of living in the area, housing shortage and a competitive job market. To address these challenges, the City evaluates compensation, aiming to identify pay differentials and assess how our compensation compares to that of market comparable cities.

Employee retention is a key priority for the City, and our efforts to create an engaging and supportive work environment have significantly contributed to maintaining a high retention rate of 79% in this period (Jan 2024 – Apr 2025). The initiatives we've implemented are designed to ensure that employees feel valued, supported, and engaged, which helps reduce turnover and improve overall workforce stability.

Employee engagement improves employee morale and also fosters an environment where staff feel appreciated, connected, and motivated to contribute long-term. As a result, these efforts help reduce turnover, increase job satisfaction, and support the City's overall goals by retaining top talent, and recruitment. The City has made significant efforts and will continue to be innovative and proactive in anticipating the needs of our workforce. By staying ahead of challenges and adapting to changing circumstances, we remain committed to fostering a dynamic and effective work environment that supports both employee satisfaction and the efficient delivery of services.

FISCAL IMPACT

This item does not have a fiscal impact and is a receive and file report.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

REVIEWED/CONUR:

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

Layne Long
City Manager
City of Marina

AB-2561 Local public employees: vacant positions. (2023-2024)

SHARE THIS:

Date Published: 09/23/2024 09:00 PM

Assembly Bill No. 2561

CHAPTER 409

An act to add Section 3502.3 to the Government Code, relating to public employment.

[Approved by Governor September 22, 2024. Filed with Secretary of State September 22, 2024.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2561, McKinnor. Local public employees: vacant positions.

Existing law, the Meyers-Milias-Brown Act (act), authorizes local public employees, as defined, to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of labor relations. The act requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations and to consider fully presentations that are made by the employee organization on behalf of its members before arriving at a determination of policy or course of action.

This bill would, as specified, require a public agency to present the status of vacancies and recruitment and retention efforts at a public hearing at least once per fiscal year, and would entitle the recognized employee organization to present at the hearing. If the number of job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, the bill would require the public agency, upon request of the recognized employee organization, to include specified information during the public hearing. By imposing new duties on local public agencies, the bill would impose a state-mandated local program. The bill would also include related legislative findings.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement shall be made pursuant to these statutory provisions for costs mandated by the state pursuant to this act, but would recognize that a local agency or school district may pursue any available remedies to seek reimbursement for these costs.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

EXHIBIT A

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares as follows:

(a) Job vacancies in local government are a widespread and significant problem for the public sector affecting occupations across wage levels and educational requirements.

(b) High job vacancies impact public service delivery and the workers who are forced to handle heavier workloads, with understaffing leading to burnout and increased turnover that further exacerbate staffing challenges.

(c) There is a statewide interest in ensuring that public agency operations are appropriately staffed and that high vacancy rates do not undermine public employee labor relations.

SEC. 2. Section 3502.3 is added to the Government Code, to read:

3502.3. (a) (1) A public agency shall present the status of vacancies and recruitment and retention efforts during a public hearing before the governing board at least once per fiscal year.

(2) If the governing board will be adopting an annual or multiyear budget during the fiscal year, the presentation shall be made prior to the adoption of the final budget.

(3) During the hearing, the public agency shall identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

(b) The recognized employee organization for a bargaining unit shall be entitled to make a presentation at the public hearing at which the public agency presents the status of vacancies and recruitment and retention efforts for positions within that bargaining unit.

(c) If the number of job vacancies within a single bargaining unit meets or exceeds 20 percent of the total number of authorized full-time positions, the public agency shall, upon request of the recognized employee organization, include all of the following information during the public hearing:

(1) The total number of job vacancies within the bargaining unit.

(2) The total number of applicants for vacant positions within the bargaining unit.

(3) The average number of days to complete the hiring process from when a position is posted.

(4) Opportunities to improve compensation and other working conditions.

(d) This section shall not prevent the governing board from holding additional public hearings about vacancies.

(e) The provisions of this section are severable. If any provision of this section or its application is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

(f) For purposes of this section, "recognized employee organization" has the same meaning as defined in subdivision (a) of Section 3501.

SEC. 3. The Legislature finds and declares that Section 2 of this act, which adds Section 3502.3 to the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

It is in the public interest, and it furthers the purposes of paragraph (7) of subdivision (b) of Section (3) of Article I of the California Constitution, to ensure that information concerning public agency employment is available to the public.

SEC. 4. No reimbursement shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code for costs mandated by the state pursuant to this act. It is recognized, however, that a local agency or school district may pursue any remedies to obtain reimbursement available to it under Part 7 (commencing with Section 17500) and any other law.

SUPPLEMENTAL REPORT

May 20, 2025 Item No: **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

SUPPLEMENTAL STAFF REPORT TO ITEM 13A: CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING A SALES TAX REVENUE SHARING AGREEMENT BETWEEN CITY OF MARINA AND UNSTOPPABLE AUTOMOTIVE MBMCA LLC TO ASSIST WITH THE CONSTRUCTION COSTS AND SITE DEVELOPMENT OF AN AUTOMOBILE DEALERSHIP, AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY.

ANALYSIS:

The Unstoppable Group, LLC has approached the City to revise the terms of the draft tax sharing agreement to provide for a firm incentive of $5 million dollars, rather than $5 million dollars over a 5-year period. The original discussions with staff revolved around providing an incentive of $5 million dollars within a 5-year period. However, there appears to have been an assumption by the Unstoppable Group that a $5 million dollar incentive would be achievable in 5-years, based on the assumption that there would be a 50% rebate from the sales tax received based on a 1 ½ percent sales tax. The 1 ½ percent sales tax they were looking at is the additional 1 ½ percent tax approved by the voters and would not be subject to the tax sharing agreement. The City's base tax rate, which is 1 percent, would be applicable to the sharing agreement. Applying the City's 1 percent sales tax to expected sales over the 5-year period as provided in the agreement resulted in a $3.48 million dollar estimated incentive, less than the $5 million initial incentive proposed by the Unstoppable Group.

As a result of this request, City staff worked with its consultant to determine whether extending the 5-year cap to a $5 million dollar cap would still make financial sense to the City. The attached revised Economic Development Subsidy Report shows that to meet the $5 million cap, the cost-sharing time period would need to be extended from five to seven years. The report shows that the City will receive an estimated $11,635,000 over the 7-year period. Once the incentive sharing agreement is over in year seven, the city's estimated annual direct tax revenue will be $3,195,000.

In addition to clarifying the original intent of staff and the Unstoppable Group with respect to the incentive in the tax sharing arrangement, a couple of other clarifications were requested, including by staff:

- Fixing title of the Agreement
- Providing for quarterly payments to the Unstoppable Group; and
- Designating the property in the City of Marina as the point of sale for any internet sales.

A revised economic development subsidy report and agreement are attached to this supplemental report for Council consideration.

FISCAL IMPACT:

First year direct new tax revenue to the City will be $882,000. Cumulative over seven years, the new direct tax annual revenue will be $11,635,000. The revenue will go to the General Fund. Additionally, the City's portion of the Monterey County pooled sales tax could increase an additional $100,000 to $400,000.

CONCLUSION

This request is submitted for City Council consideration and direction.

Respectfully submitted,

_____

Layne Long
City Manager
City of Marina

~~PERFORMANCE BASED~~ SALES TAX REVENUE SHARING AGREEMENT

This ~~Performance~~ Sales Tax Revenue Sharing Agreement (this "**Agreement**") is entered into ~~this ___ day of~~on _____, 2025 by and between the City of Marina, a California municipal corporation (the "**City**"), and Unstoppable Automotive MBMCA LLC, a California limited liability company ("**Developer**"). The City and Developer are collectively referred to herein as the "**Parties**" and individually as a Party.

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RECITALS

A. The City and Marina Community Partners ("**MCP**") entered into that certain Development Agreement dated July 8, 2005 and recorded in the Official Records of Monterey County as Document No. 2005080655 on August 5, 2005, as modified by that Administrative Modification to Development Agreement dated May 28, 2010 and that Second Administrative Modification to Development Agreement dated March 29, 2013 (collectively, the "**Development Agreement**") with regards to that certain development commonly referred to as the Dunes on Monterey Bay. The Dunes development is a mixed-use development including retail, office, hotel and residential uses.

B. MCP entered into a Disposition and Development Agreement with the former Redevelopment Agency of the City of Marina dated as of May 31, 2005 as modified by that certain Implementation Agreement Regarding University Village dated September 6, 2006 and that certain Second Implementation Agreement dated August 5, 2008, that certain Operating Agreement Clarifying and Modifying Certain Project Approvals for the Specific Plan for the Dunes on Monterey Bay dated December 17, 2019, that certain University Villages Settlement Agreement between MCP, the City of Marina and Save Our Peninsula Committee and that certain Order of The Court of Appeal dismissing appeal filed September 20, 2006 and that certain Stipulation Between Plaintiffs Monterey/Santa Cruz County Building And Construction Trades Council; International Brotherhood of Electrical Workers, Local 234; Mechanical Contractors Council of Central California and Ranae and William Gary Martin and Defendants Marina Community Partners, LLC; Shea Properties LLC; W.L. Butler Construction, Inc.; City of Marina Redevelopment Agency and Board of the City of Marina Redevelopment Agency; Cypress Marina Heights LP and East Garrison Partners I LLC and Order of Approval filed October 9, 2008 (collectively, the "**DDA**") setting forth rights, terms, conditions and requirements for the acquisition and development of certain real property described therein (the "**Site**") and referred to originally as University Villages and currently referred to as the Dunes. The City has succeeded to the former Redevelopment Agency's rights and obligations under the DDA.

C. Developer is proposing to acquire certain property consisting of a portion of the Site and more particularly described in Exhibit A attached hereto ("**Property**") upon which Developer proposes to develop and operate an approximately 60,000 square foot automobile dealership for the sale and service of Mercedes Benz automobiles and Sprinter Vans and AMG service department ("**Development**"). Developer, as a condition of acquiring the automobile dealership to be located in the Development is

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required by the car manufacturer to develop the Development consistent with the manufacturer's standards resulting in development costs that exceed the amount Developer can reasonably be expected to recover from operation of the Development.

D. The City has determined that the Development is an important catalyst for the continued development of the Dunes Project and that development of the Development will provide substantial direct and indirect benefits to the City and economic opportunities, including sales tax revenues, increased property tax revenues and increased jobs in the region, will enhance the City's position as a regional retail and commercial destination and serve as a catalyst for additional retail and commercial development.

E. The City has determined that the development and operation of the Development in accordance with this Agreement is in the best interest of the City and will provide significant benefits to the City and the community and therefore is willing to enter into this Agreement to provide financial assistance to the Developer in accordance with the terms and conditions set forth below and in exchange for the Developer's agreement to develop and operate the Development.

F. The City has determined that an economic development subsidy to the Developer as set forth in this Agreement is appropriate because of the costs associated with the construction of the Development, the sales tax and property tax benefits to the City, and the increased employment expected from the Development all as more specifically described in the Economic Impact Analysis attached as Exhibit C and incorporated herein.

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G. City is a Charter City. The subject matter of this Agreement is a municipal affair and, therefore, except for those provisions of state law expressly adopted by City, the provisions of state law applicable to general law cities do not apply to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words shall have the following meanings:

(a) "Agreement" means this Sales Tax Revenue Sharing Agreement.

(b) "City" is defined in the preamble.

(c) "Conditions Precedent" means all of the following: (i) the Developer has completed the Development within the time set forth in Section 3.2 below; (ii) the Developer has submitted a cost certification pursuant to Section 3.3 below to the City of the costs of construction of the Development that shows costs exceeding Forty Million Dollars ($40,000,000); and (iii) no Developer Event of Default shall have occurred.

(d) "Developer" is defined in the preamble.

(e) "Developer Event of Default" is defined in Section 4.3.

(f) "Developer Sales Tax Share" means fifty percent (50%) of the Sales Tax generated by the Development during the Term of this Agreement.

(g) "Effective Date" is defined in Section 2.1.

(h) "Fiscal Year" means the fiscal year of City beginning on July 1 and ending on June 30 of each year.

(i) "Fiscal Year Quarter" means each three month period of a Fiscal Year commencing with July 1 of each Fiscal Year.

~~(i)~~(j) "Force Majeure Event" is defined in Section 3.8.

~~(j)~~(k) "Indemnitees" means City and its councilmembers, officers, officials, employees, volunteers, representatives, attorneys, and consultants.

~~(k)~~(l) "Opening" means the date that the Development opens for business for sales and services to Developer's customers during normal business hours.

~~(l)~~(m) "Party" means either the City or Developer.

~~(m)~~(n) "Parties" means collectively the City and Developer.

~~(n)~~(o) "Sales Tax Law" means the Bradley-Burns Uniform Local Sales and Use Tax Law (California Revenue and Taxation Code section 7200, et seq.). If the Bradley-Burns Uniform Local Sales and Use Tax Law is further amended, terminated or rescinded, and Sales Taxes are calculated in an alternate manner or are replaced by an alternate revenue stream (i) arising from the retail sale, use or other consumption of tangible personal property from or on the Property, or (ii) designated as being a replacement for Sales Taxes previously generated by the retail sale, use or other consumption of tangible personal property on or from the Property, then "Sales Taxes" shall also mean those revenues attributable to sales, services or consumption of tangible personal property on or from the Property, collected for City in the alternate manner of calculation, so long as City receives its portion of such revenues and has the legal right under California and/or federal Law to retain and control the disposition of all of its portion thereof.

~~(o)~~(p) "Sales Taxes" means for each Fiscal Year Quarter during the Term, that portion of taxes actually received by City from the imposition of Sales Tax Law attributable to the sales, services or business activities of Developer at the Development to the extent allocated

and paid by the State Board of Equalization to City for its use, in a particular Fiscal Year Quarter. The defined term "Sales Taxes" shall not include any of the following: (i) any sales tax levied by, collected for or allocated to the State of California, the County, or any district or entity (including an allocation to a statewide or Countywide pool) other than City; (ii) any administrative fee charged by the State Board of Equalization or the County; (iii) any sales tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable Law; (iv) any sales tax (or other funds measured as sales tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into City's general fund; (v) the district sales tax imposed by the City of Marina currently set at 1.5%; (vi) any other sales tax that is imposed within the boundaries of City and which is intended to fund a specific activity or project, rather than to be used by City as general fund revenues, or which has specific voter approved limitations on its uses. No Sales Taxes shall be considered to have been received by City until City is able to confirm the amount of City's actual receipt thereof from the State Board of Equalization.

~~(p)~~(q) "Term" is defined in Section 2.2.

ARTICLE 2.
EFFECTIVE DATE AND TERM

Section 2.1 Effective Date. This Agreement shall take effect the date this Agreement is signed by both Parties (the "Effective Date").

Section 2.2 Term. The term of this Agreement begins on the Effective Date and ends on the later of (i) the October 1st immediately following the fifth (5th) anniversary of the Opening of the Development, subject to a year-for-year tolling in the event of a Force Majeure Event, or (ii) the date on which the Developer shall have received $5,000,000 in City Payments under this Agreement, unless terminated pursuant to the express provisions of this Agreement (the "**Term**").

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ARTICLE 3.
DEVELOPER REIMBURSEMENT

Section 3.1 Payment of Development Costs. Developer shall be responsible for the payment of all costs associated with the Development, including, but not limited to costs of construction, permit and impact fees, costs of any off-site improvements required as a condition of approval of the Development and any other costs.

Section 3.2 Development. Developer shall commence construction of the Development no later than January 1, 2026, and complete construction no later than fifteen (15) months after commencement as evidenced by a certificate of occupancy or final permit sign off by the City. The time frames for commencement and completion are subject to extension pursuant to Section 3.8. The Development shall be constructed consistent with the concept design plan submitted by the Developer to the City and attached hereto as Exhibit B.

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Section 3.3 Development Costs. The City payments provided herein are being provided because the costs of the Development exceed the amounts that the Developer can

reasonably expect to recover from the operation of the Development. In order to verify the costs of the Development, the Developer shall provide the City within thirty (30) days of completion of construction of the Development a cost certification showing all costs associated with construction of the Development, including, but not limited to land costs, design costs, hard construction costs, permit and impact fees and all other costs. Upon receipt of the Developer's cost certification, the City may request additional information and supporting documentation including but not limited to construction contracts, contractor payment applications, invoices and other evidence of payments. Submission of a cost certification along with such evidence as the City may require to verify costs documenting that at least Forty Million Dollars ($40,000,000) was spent on the Development is a Condition Precedent to the City payments set forth in Section 3.6.

Section 3.4 Developer Annual Report. No later than sixty (60) days following the end of each Fiscal Year, commencing upon the end of the first Fiscal Year after the Opening the Developer shall provide the City with a report on the performance of the Development, including, but not limited to, annual gross sales, total number of employees as well as the total full time equivalent employees with a breakdown of the job types and the number of employees that are Marina residents. The City may from time to time request additional information to be included in the annual reports. The City shall have the right by written notice to the Developer to review Developer's books and records to confirm information provided in the annual report.

Section 3.5 City Business License. Developer shall maintain a City Business License at all times that the Development is open for business.

Section 3.6 City Payments.

(a) Subject to satisfaction of all Conditions Precedent, commencing on the ~~first October 1st~~date that is ninety (90) days following the end of the first full Fiscal Year ~~in which~~Quarter after the Development Opening occurs and ~~on each October 1st~~ ninety (90) days following the end of each Fiscal Year Quarter thereafter ~~continuing~~ throughout the Term, the City shall pay to Developer the Developer Sales Tax Share of the Sales Tax based on the Sales Tax actually received by the City during the immediately previous Fiscal Year Quarter, along with a certification by the City's Finance Director specifying the total amount of Sales Tax received from the operation of the Development during the previous Fiscal Year Quarter ("City Payment(s)"). Nothing contained in this Agreement shall obligate or otherwise commit the City to pay any amount to Developer unless and until the City receives the Sales Taxes attributable to sales, services or business activities of Developer at the Development.

(b) Developer shall, at the request of the City, provide the City with its Sales Tax reporting forms submitted to the State Board of Equalization to verify the Sales Tax reported to the Board of Equalization. Developer shall designate the Property as the point of sale for sales tax purposes for all goods and services sold or leased on the Property, whose sales or leases originate from the Property.

(c) Following receipt of the City's certification of the Sales Tax for the prior Fiscal Year Quarter, Developer shall review the amount of Sales Tax determined by the City's Finance Director and shall either approve or disapprove the amount within thirty (30) days of

receipt. Failure to notify the City of Developer's disapproval within thirty (30) days of receipt shall be deemed Developer's approval of the City Finance Director's calculations. Any disapproval shall state in writing the reasons for disapproval and the requested changes and shall provide any additional information or documentation available to Developer to support Developer's determination of the Sales Tax. The City, upon receipt of a disapproval by Developer and the additional information, shall review all information provided by Developer and either re-determine the Sales Tax for the previous Fiscal Year Quarter or provide Developer with a statement of disagreement with regards to the Sales Tax received by the City. In the event the City and Developer cannot agree on any item of the certification, the City and Developer shall submit the item mediation pursuant to Section 4.5 below.

Section 3.7 Failure to Operate. If the Development ceases to operate for a period of sixty (60) consecutive days absent a Force Majeure Event, the City shall have the right to terminate this Agreement, and the City shall have no obligation to make any further payments to Developer. Any expansion, renovation, repair or restoration of damage by Developer shall not be deemed a discontinuance of operations under this Section.

Section 3.8 Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; riots; pandemics, floods; earthquakes; fires; or casualties (a "**Force Majeure Event**"). An extension of time for Force Majeure Event shall only be for the period of the enforced delay, which period shall commence to run from the time of the notification of the delay by the Party requesting the extension to the other Party. The Party requesting an extension of time under this Section 3.8 shall give notice promptly following knowledge of the delay to the other Party. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after knowledge of the commencement of the delay, the period shall commence to run upon the earliest of (i) thirty (30) days prior to the giving of such notice; (ii) the date that the other Party received knowledge of the events giving rise to the delay or (iii) if the Force Majeure Event is one that results in the temporary closure of the Developer Store, the date of such closure.

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Section 3.9 Limited City Obligation. The obligations arising from this Agreement are not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its monies, income, receipts, or revenues, except the revenues from the Sales Tax as provided herein. Neither the general nor any other fund of the City shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. Nothing herein shall provide Developer any right to compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement. The obligations created by this Agreement do not create an immediate indebtedness of the City, but rather create a liability only when a payment becomes due hereunder.

ARTICLE 4.
DEFAULT AND REMEDIES

Section 4.1 Application of Remedies. The provisions of this Article shall govern the Parties' remedies for breach of this Agreement.

Section 4.2 Fault of City.

(a) Event of Default. Following notice and opportunity to cure as set forth in subsection (b) below, each of the following events constitutes a "**City Event of Default**" and a basis for Developer to take action against the City:

(i) The City fails to make any payment to Developer when required under this Agreement.

(ii) The City breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure. Upon the occurrence of any of the above-described events, Developer shall first notify the City in writing of its purported breach or failure, giving the City thirty (30) days from receipt of such notice to cure such breach or failure. In the event the City does not then cure the default within such thirty (30)-day period (or, if the default is not reasonably susceptible of cure within such thirty (30)-day period, the City fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then Developer shall be entitled to pursue any or both of the following remedies: (1) terminating this Agreement by written notice to the City; and (2) exercising its remedies as provided in Section 4.4. If Developer elects to terminate this Agreement, the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect.

Section 4.3 Fault of Developer.

(a) Event of Default. Following notice and opportunity to cure as set forth in subsection (b) below, each of the following events constitutes a "**Developer Event of Default**" and a basis for the City to take action against Developer:

(i) Developer fails to construct the Development or fails to Open the Development.

(ii) Developer fails to maintain a valid City Business License or fails to comply with any other material City laws or regulations.

(iii) Developer: (1) files for bankruptcy, dissolution, or reorganization, or fails to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) makes a general assignment for the benefit of creditors; (3) applies for the appointment of a receiver, trustee, custodian, or liquidator, or fails to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) becomes insolvent; or (5) fails, is unable or admits in writing to its inability to pay its debts as they become due.

(iv) Developer breaches any other material provision of this Agreement.

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(b) Notice and Cure Procedure. Upon the happening of any of the above-described events the City shall first notify Developer in writing of its purported breach or failure, giving Developer thirty (30) days from receipt of such notice to cure such breach or failure. If Developer does not cure the default within such thirty (30)-day period (or if the default is not reasonably susceptible of being cured within such thirty (30)-day period, Developer fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the City shall be entitled to pursue any or both of the following remedies: (1) terminating this Agreement by written notice to Developer; (2) exercising its remedies pursuant to Section 4.4. If the City elects to terminate this Agreement, the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect.

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Section 4.4 Remedies.

(a) Either Party may, in addition to any other rights or remedies that it may have available in law or equity (excluding punitive damages and consequential damages), institute legal action to cure, correct, or remedy any default by the other Party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance. For purposes of instituting a legal action under this Agreement, any City Council determination under this Agreement as it relates to an alleged default hereunder shall be deemed a final agency action. Developer acknowledges that it may not collect for future years based on a current or prior default, and that the City's obligation to pay with respect to any Fiscal Year Quarter is contingent upon receipt of Sales Taxes for that Fiscal Year Quarter and dependent upon the amount of those Sales Taxes and fees for determination of the amount to be paid.

(b) The Parties hereby acknowledge and agree that it is a material part of Developer's consideration to City that Developer, on the one hand, and the City, on the other hand, for themselves, their successors and assignees, hereby release one another's officers, trustees, directors, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments of the United States Constitution, or any other law or ordinance which seeks to impose any money damages, whatsoever because of the terms of this Agreement, or because of the manner of implementation or performance of this Agreement.

Section 4.5 Mediation. If Developer and City have any disputes relating to this Agreement, the Sales Tax amount, each Party's respective performance or obligations hereunder or a notice of default has been issued, then, upon the written request of either Party given within ten (10) days after written notice of the dispute or the notice of default, as applicable, the issue shall be submitted to nonbinding mediation with a neutral mediator selected by mutual agreement of the Parties. Failure of either Party to timely request mediation shall be deemed a waiver of the mediation process. The mediator shall be selected and the mediation scheduled as soon as is reasonably practicable. The cost of mediation shall be borne equally by the Parties. At the mediation meeting, the mediator shall attempt to bring the Parties together to close the gap

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between their respective positions, in an effort to settle the dispute or claim, without deciding the matter for the Parties.

ARTICLE 5.
GENERAL PROVISIONS.

Section 5.1 General Indemnity. Developer shall indemnify, defend (with counsel approved by the City) and hold harmless the City, Councilmembers, officials, employees, agents, consultants, and contractors (collectively, the "**Indemnitees**") from and against any and all liabilities, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation), claims, demands, actions, suits, causes of action, writs, judicial or administrative proceedings, penalties, deficiencies, fines, orders, judgments and damages (all of the foregoing collectively "**Claims**") which in any manner, directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with~~, result from, or relate to~~ this Agreement, including the negligent or wrongful performance of this Agreement by Developer or any contractor or subcontractor of Developer. This indemnity includes the fees and costs reasonably incurred by the City by its own in-house or special counsel retained to protect the City's interests. Each Party is entitled to legal counsel of its choice, at Developer's expense. The Parties and their respective counsel shall cooperate with each other in the defense of any such actions, including in any settlement negotiations. If a court in any such action awards any form of money damages to such third party, or any attorneys' fees and costs to such third party, Developer shall bear full and complete responsibility to comply with the requirements of such award, and hereby agrees to timely pay all fees and costs on behalf of City. This indemnity obligation shall not extend to any claim to the extent arising solely from the City's gross negligence or the City's failure to perform its obligations under this Agreement, and shall survive termination of this Agreement.

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Section 5.2 Challenges to Agreement. Developer hereby agrees to defend (with counsel approved by the City), indemnify, protect and hold harmless the Indemnitees from any costs, losses, damages, claims including reasonable attorneys' fees and costs, resulting from ~~-~~any challenges brought by any third parties to the City's authority to enter into this Agreement or to make the payments provided for herein. In the event of any such third-party challenge, the Parties shall meet and confer on the defense of such litigation; and either party may elect, in lieu of defending (or continuing to defend) against such third-party challenge, to terminate this Agreement.

Section 5.3 Notices, Demands and Communications. Any approval, disapproval, demand, document or other notice to be provided under this Agreement shall be given in writing and shall be sent (i) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (ii) by first-class United States mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service, marked for next day business delivery. All notices shall be addressed to the Party to whom such notice is to be given at the address stated in this Section 5.2 or to such other address as a Party may designate by written notice to the other; notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

City Notice Address:

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

With copies to:

City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Attn: City Attorney

Developer Notice Address:

Unstoppable Automotive MBMCA LLC
40910 Temecula Center Dr
Temecula, CA 92591
Attn; Garth Blumenthal
Email: garth@unstoppablegroup.com

With a copy to:

Tribune Law Firm, LLP
601 University Ave, Suite 288
Sacramento, CA 95825
Attn: Sylvia Arostegui
Email: sylvia@tribunelaw.com

All notices shall be deemed effective on the earliest of (a) actual receipt; (b) rejection of delivery; (c) if sent by first class mail, the third day on which regular United States mail delivery service is provided after the day of mailing or; (d) if sent by overnight delivery service, on the next day on which such service makes next-business-day deliveries after the day of sending.

Section 5.4 No Assignment. Developer may not assign any of its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld or granted in its sole discretion. Notwithstanding the foregoing, Developer shall have the right to assign its rights without the prior written consent of the City in connection with the following: (i) any assignment to an affiliate or related party, or (ii) any assignment for financing purposes or for collateral purposes, provided that prior to any such assignment, the Developer shall provide the City with notice of such assignment and a signed assignment agreement.

Section 5.5 No Joint Venture. It is expressly agreed that City is not, in any way or for any purpose, a partner of Developer or any of Developer's partners, officers, members, directors, shareholders, principals, agents, employees, contractors or subcontractors, or its or their

successors or assigns (each, a "**Developer Party**") in the conduct of its or their business or a member of a joint enterprise with Developer or any Developer Party. Neither City nor Developer shall be deemed or construed for any purpose to be the agent of the other, and City does not assume any responsibility for Developer or any Developer Party's conduct or performance of this Agreement.

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Section 5.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 5.7 No Waiver. A waiver by either Party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

Section 5.8 Modifications. Any alteration, change, amendment or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

Section 5.9 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by Law.

Section 5.10 Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or its officers, officials, agents, employees, volunteers, representatives, attorneys, or consultants, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Section 5.11 Cooperation. Each Party agrees to cooperate with the other in this transaction and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

Section 5.12 Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 5.13 Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

Section 5.14 No Third-party Beneficiaries. There are no third-party beneficiaries to this Agreement.

Section 5.15 Interpretation. The captions preceding the sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement. Provisions in this Agreement relating to number of days shall be calendar days. Use of the word "including" means "including, without limitation." As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The recitals to this Agreement and all exhibits attached hereto are incorporated by reference, as though fully restated herein.

Section 5.16 Time of Essence. Time is of the essence with respect to all obligations of Developer under this Agreement.

Section 5.17 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City unless specifically provided otherwise or the context should require otherwise.

Section 5.18 Attorneys' Fees. In the event that either Party to this Agreement brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief or for an alleged breach or default of this Agreement, or in any other action arising out of this Agreement or the transactions contemplated by this Agreement, the predominantly prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

Section 5.19 Land Use Entitlements and Permits. The execution of this Agreement does not constitute the grant of any required land use entitlement or permit, and all land use entitlements and permits contemplated by this Agreement and required from the City, shall be granted, denied, or conditionally granted in accordance with the City's established procedures and in compliance with all applicable laws, rules, regulations and requirements including but not limited to the requirements of CEQA and the CEQA Guidelines. Notwithstanding any language in this Agreement that may be construed to the contrary, the City retains its full discretion to grant, deny or conditionally grant any and all entitlements or permits sought by Developer for the Development, and such discretion includes but is not limited to the discretion to exercise its independent judgment and impose on such approvals all mitigation measures and conditions that City determines are required or appropriate under CEQA and the CEQA Guidelines. No action by Developer or the City with reference to this Agreement shall be deemed a representation or warranty to Developer, or to any other person or entity, that the City will issue or approve any

entitlements or permits, nor constitute a waiver of any state or City requirements that are applicable to the Development.

[*SIGNATURES ON THE FOLLOWING PAGE.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF MARINA, a municipal corporation

By: _____
Layne Long, City Manager

UNSTOPPABLE AUTOMOTIVE MBMCA LLC, a California limited liability company

By: _____
Garth Blumenthal, Manager

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

CONCEPT DESIGN

EXHIBIT C

ECONOMIC IMPACT ANALYSIS

SALES TAX REVENUE SHARING AGREEMENT

This Sales Tax Revenue Sharing Agreement (this "**Agreement**") is entered into on _____, 2025 by and between the City of Marina, a California municipal corporation (the "**City**"), and Unstoppable Automotive MBMCA LLC, a California limited liability company ("**Developer**"). The City and Developer are collectively referred to herein as the "**Parties**" and individually as a Party.

RECITALS

A. The City and Marina Community Partners ("**MCP**") entered into that certain Development Agreement dated July 8, 2005 and recorded in the Official Records of Monterey County as Document No. 2005080655 on August 5, 2005, as modified by that Administrative Modification to Development Agreement dated May 28, 2010 and that Second Administrative Modification to Development Agreement dated March 29, 2013 (collectively, the "**Development Agreement**") with regards to that certain development commonly referred to as the Dunes on Monterey Bay. The Dunes development is a mixed-use development including retail, office, hotel and residential uses.

B. MCP entered into a Disposition and Development Agreement with the former Redevelopment Agency of the City of Marina dated as of May 31, 2005 as modified by that certain Implementation Agreement Regarding University Village dated September 6, 2006 and that certain Second Implementation Agreement dated August 5, 2008, that certain Operating Agreement Clarifying and Modifying Certain Project Approvals for the Specific Plan for the Dunes on Monterey Bay dated December 17, 2019, that certain University Villages Settlement Agreement between MCP, the City of Marina and Save Our Peninsula Committee and that certain Order of The Court of Appeal dismissing appeal filed September 20, 2006 and that certain Stipulation Between Plaintiffs Monterey/Santa Cruz County Building And Construction Trades Council; International Brotherhood of Electrical Workers, Local 234; Mechanical Contractors Council of Central California and Ranae and William Gary Martin and Defendants Marina Community Partners, LLC; Shea Properties LLC; W.L. Butler Construction, Inc.; City of Marina Redevelopment Agency and Board of the City of Marina Redevelopment Agency; Cypress Marina Heights LP and East Garrison Partners I LLC and Order of Approval filed October 9, 2008 (collectively, the "**DDA**") setting forth rights, terms, conditions and requirements for the acquisition and development of certain real property described therein (the "**Site**") and referred to originally as University Villages and currently referred to as the Dunes. The City has succeeded to the former Redevelopment Agency's rights and obligations under the DDA.

C. Developer is proposing to acquire certain property consisting of a portion of the Site and more particularly described in Exhibit A attached hereto ("**Property**") upon which Developer proposes to develop and operate an approximately 60,000 square foot automobile dealership for the sale and service of Mercedes Benz automobiles and Sprinter Vans and AMG service department ("**Development**"). Developer, as a condition of acquiring the automobile dealership to be located in the Development is

required by the car manufacturer to develop the Development consistent with the manufacturer's standards resulting in development costs that exceed the amount Developer can reasonably be expected to recover from operation of the Development.

D. The City has determined that the Development is an important catalyst for the continued development of the Dunes Project and that development of the Development will provide substantial direct and indirect benefits to the City and economic opportunities, including sales tax revenues, increased property tax revenues and increased jobs in the region, will enhance the City's position as a regional retail and commercial destination and serve as a catalyst for additional retail and commercial development.

E. The City has determined that the development and operation of the Development in accordance with this Agreement is in the best interest of the City and will provide significant benefits to the City and the community and therefore is willing to enter into this Agreement to provide financial assistance to the Developer in accordance with the terms and conditions set forth below and in exchange for the Developer's agreement to develop and operate the Development.

F. The City has determined that an economic development subsidy to the Developer as set forth in this Agreement is appropriate because of the costs associated with the construction of the Development, the sales tax and property tax benefits to the City, and the increased employment expected from the Development all as more specifically described in the Economic Impact Analysis attached as Exhibit C and incorporated herein.

G. City is a Charter City. The subject matter of this Agreement is a municipal affair and, therefore, except for those provisions of state law expressly adopted by City, the provisions of state law applicable to general law cities do not apply to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words shall have the following meanings:

(a) "Agreement" means this Sales Tax Revenue Sharing Agreement.

(b) "City" is defined in the preamble.

(c) "Conditions Precedent" means all of the following: (i) the Developer has completed the Development within the time set forth in Section 3.2 below; (ii) the Developer has submitted a cost certification pursuant to Section 3.3 below to the City of the costs of construction of the Development that shows costs exceeding Forty Million Dollars ($40,000,000); and (iii) no Developer Event of Default shall have occurred.

(d) "Developer" is defined in the preamble.

(e) "Developer Event of Default" is defined in Section 4.3.

(f) "Developer Sales Tax Share" means fifty percent (50%) of the Sales Tax generated by the Development during the Term of this Agreement.

(g) "Effective Date" is defined in Section 2.1.

(h) "Fiscal Year" means the fiscal year of City beginning on July 1 and ending on June 30 of each year.

(i) "Fiscal Year Quarter" means each three month period of a Fiscal Year commencing with July 1 of each Fiscal Year.

(j) "Force Majeure Event" is defined in Section 3.8.

(k) "Indemnitees" means City and its councilmembers, officers, officials, employees, volunteers, representatives, attorneys, and consultants.

(l) "Opening" means the date that the Development opens for business for sales and services to Developer's customers during normal business hours.

(m) "Party" means either the City or Developer.

(n) "Parties" means collectively the City and Developer.

(o) "Sales Tax Law" means the Bradley-Burns Uniform Local Sales and Use Tax Law (California Revenue and Taxation Code section 7200, et seq.). If the Bradley-Burns Uniform Local Sales and Use Tax Law is further amended, terminated or rescinded, and Sales Taxes are calculated in an alternate manner or are replaced by an alternate revenue stream (i) arising from the retail sale, use or other consumption of tangible personal property from or on the Property, or (ii) designated as being a replacement for Sales Taxes previously generated by the retail sale, use or other consumption of tangible personal property on or from the Property, then "Sales Taxes" shall also mean those revenues attributable to sales, services or consumption of tangible personal property on or from the Property, collected for City in the alternate manner of calculation, so long as City receives its portion of such revenues and has the legal right under California and/or federal Law to retain and control the disposition of all of its portion thereof.

(p) "Sales Taxes" means for each Fiscal Year Quarter during the Term, that portion of taxes actually received by City from the imposition of Sales Tax Law attributable to the sales, services or business activities of Developer at the Development to the extent allocated

and paid by the State Board of Equalization to City for its use, in a particular Fiscal Year Quarter. The defined term "Sales Taxes" shall not include any of the following: (i) any sales tax levied by, collected for or allocated to the State of California, the County, or any district or entity (including an allocation to a statewide or Countywide pool) other than City; (ii) any administrative fee charged by the State Board of Equalization or the County; (iii) any sales tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable Law; (iv) any sales tax (or other funds measured as sales tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into City's general fund; (v) the district sales tax imposed by the City of Marina currently set at 1.5%; (vi) any other sales tax that is imposed within the boundaries of City and which is intended to fund a specific activity or project, rather than to be used by City as general fund revenues, or which has specific voter approved limitations on its uses. No Sales Taxes shall be considered to have been received by City until City is able to confirm the amount of City's actual receipt thereof from the State Board of Equalization.

(q) "Term" is defined in Section 2.2.

ARTICLE 2.
EFFECTIVE DATE AND TERM

Section 2.1 Effective Date. This Agreement shall take effect the date this Agreement is signed by both Parties (the "Effective Date").

Section 2.2 Term. The term of this Agreement begins on the Effective Date and ends on the later of (i) the October 1st immediately following the fifth (5th) anniversary of the Opening of the Development, subject to a year-for-year tolling in the event of a Force Majeure Event, or (ii) the date on which the Developer shall have received $5,000,000 in City Payments under this Agreement, unless terminated pursuant to the express provisions of this Agreement (the "**Term**").

ARTICLE 3.
DEVELOPER REIMBURSEMENT

Section 3.1 Payment of Development Costs. Developer shall be responsible for the payment of all costs associated with the Development, including, but not limited to costs of construction, permit and impact fees, costs of any off-site improvements required as a condition of approval of the Development and any other costs.

Section 3.2 Development. Developer shall commence construction of the Development no later than January 1, 2026, and complete construction no later than fifteen (15) months after commencement as evidenced by a certificate of occupancy or final permit sign off by the City. The time frames for commencement and completion are subject to extension pursuant to Section 3.8. The Development shall be constructed consistent with the concept design plan submitted by the Developer to the City and attached hereto as Exhibit B.

Section 3.3 Development Costs. The City payments provided herein are being provided because the costs of the Development exceed the amounts that the Developer can

reasonably expect to recover from the operation of the Development. In order to verify the costs of the Development, the Developer shall provide the City within thirty (30) days of completion of construction of the Development a cost certification showing all costs associated with construction of the Development, including, but not limited to land costs, design costs, hard construction costs, permit and impact fees and all other costs. Upon receipt of the Developer's cost certification, the City may request additional information and supporting documentation including but not limited to construction contracts, contractor payment applications, invoices and other evidence of payments. Submission of a cost certification along with such evidence as the City may require to verify costs documenting that at least Forty Million Dollars ($40,000,000) was spent on the Development is a Condition Precedent to the City payments set forth in Section 3.6.

Section 3.4 Developer Annual Report. No later than sixty (60) days following the end of each Fiscal Year, commencing upon the end of the first Fiscal Year after the Opening the Developer shall provide the City with a report on the performance of the Development, including, but not limited to, annual gross sales, total number of employees as well as the total full time equivalent employees with a breakdown of the job types and the number of employees that are Marina residents. The City may from time to time request additional information to be included in the annual reports. The City shall have the right by written notice to the Developer to review Developer's books and records to confirm information provided in the annual report.

Section 3.5 City Business License. Developer shall maintain a City Business License at all times that the Development is open for business.

Section 3.6 City Payments.

(a) Subject to satisfaction of all Conditions Precedent, commencing on the date that is ninety (90) days following the end of the first full Fiscal Year Quarter after the Development Opening occurs and ninety (90) days following the end of each Fiscal Year Quarter thereafter throughout the Term, the City shall pay to Developer the Developer Sales Tax Share of the Sales Tax based on the Sales Tax actually received by the City during the immediately previous Fiscal Year Quarter, along with a certification by the City's Finance Director specifying the total amount of Sales Tax received from the operation of the Development during the previous Fiscal Year Quarter ("City Payment(s)"). Nothing contained in this Agreement shall obligate or otherwise commit the City to pay any amount to Developer unless and until the City receives the Sales Taxes attributable to sales, services or business activities of Developer at the Development.

(b) Developer shall, at the request of the City, provide the City with its Sales Tax reporting forms submitted to the State Board of Equalization to verify the Sales Tax reported to the Board of Equalization. Developer shall designate the Property as the point of sale for sales tax purposes for all goods and services sold or leased on the Property, whose sales or leases originate from the Property.

(c) Following receipt of the City's certification of the Sales Tax for the prior Fiscal Year Quarter, Developer shall review the amount of Sales Tax determined by the City's Finance Director and shall either approve or disapprove the amount within thirty (30) days of

receipt. Failure to notify the City of Developer's disapproval within thirty (30) days of receipt shall be deemed Developer's approval of the City Finance Director's calculations. Any disapproval shall state in writing the reasons for disapproval and the requested changes and shall provide any additional information or documentation available to Developer to support Developer's determination of the Sales Tax. The City, upon receipt of a disapproval by Developer and the additional information, shall review all information provided by Developer and either re-determine the Sales Tax for the previous Fiscal Year Quarter or provide Developer with a statement of disagreement with regards to the Sales Tax received by the City. In the event the City and Developer cannot agree on any item of the certification, the City and Developer shall submit the item mediation pursuant to Section 4.5 below.

Section 3.7 Failure to Operate. If the Development ceases to operate for a period of sixty (60) consecutive days absent a Force Majeure Event, the City shall have the right to terminate this Agreement, and the City shall have no obligation to make any further payments to Developer. Any expansion, renovation, repair or restoration of damage by Developer shall not be deemed a discontinuance of operations under this Section.

Section 3.8 Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; riots; pandemics, floods; earthquakes; fires; or casualties (a "**Force Majeure Event**"). An extension of time for Force Majeure Event shall only be for the period of the enforced delay, which period shall commence to run from the time of the notification of the delay by the Party requesting the extension to the other Party. The Party requesting an extension of time under this Section 3.8 shall give notice promptly following knowledge of the delay to the other Party. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after knowledge of the commencement of the delay, the period shall commence to run upon the earliest of (i) thirty (30) days prior to the giving of such notice; (ii) the date that the other Party received knowledge of the events giving rise to the delay or (iii) if the Force Majeure Event is one that results in the temporary closure of the Developer Store, the date of such closure.

Section 3.9 Limited City Obligation. The obligations arising from this Agreement are not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its monies, income, receipts, or revenues, except the revenues from the Sales Tax as provided herein. Neither the general nor any other fund of the City shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. Nothing herein shall provide Developer any right to compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement. The obligations created by this Agreement do not create an immediate indebtedness of the City, but rather create a liability only when a payment becomes due hereunder.

ARTICLE 4.
DEFAULT AND REMEDIES

Section 4.1 Application of Remedies. The provisions of this Article shall govern the Parties' remedies for breach of this Agreement.

Section 4.2 Fault of City.

(a) Event of Default. Following notice and opportunity to cure as set forth in subsection (b) below, each of the following events constitutes a "**City Event of Default**" and a basis for Developer to take action against the City:

(i) The City fails to make any payment to Developer when required under this Agreement.

(ii) The City breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure. Upon the occurrence of any of the above-described events, Developer shall first notify the City in writing of its purported breach or failure, giving the City thirty (30) days from receipt of such notice to cure such breach or failure. In the event the City does not then cure the default within such thirty (30)-day period (or, if the default is not reasonably susceptible of cure within such thirty (30)-day period, the City fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then Developer shall be entitled to pursue any or both of the following remedies: (1) terminating this Agreement by written notice to the City; and (2) exercising its remedies as provided in Section 4.4. If Developer elects to terminate this Agreement, the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect.

Section 4.3 Fault of Developer.

(a) Event of Default. Following notice and opportunity to cure as set forth in subsection (b) below, each of the following events constitutes a "**Developer Event of Default**" and a basis for the City to take action against Developer:

(i) Developer fails to construct the Development or fails to Open the Development.

(ii) Developer fails to maintain a valid City Business License or fails to comply with any other material City laws or regulations.

(iii) Developer: (1) files for bankruptcy, dissolution, or reorganization, or fails to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) makes a general assignment for the benefit of creditors; (3) applies for the appointment of a receiver, trustee, custodian, or liquidator, or fails to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) becomes insolvent; or (5) fails, is unable or admits in writing to its inability to pay its debts as they become due.

(iv) Developer breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure. Upon the happening of any of the above-described events the City shall first notify Developer in writing of its purported breach or failure, giving Developer thirty (30) days from receipt of such notice to cure such breach or failure. If Developer does not cure the default within such thirty (30)-day period (or if the default is not reasonably susceptible of being cured within such thirty (30)-day period, Developer fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the City shall be entitled to pursue any or both of the following remedies: (1) terminating this Agreement by written notice to Developer; (2) exercising its remedies pursuant to Section 4.4. If the City elects to terminate this Agreement, the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect.

Section 4.4 Remedies.

(a) Either Party may, in addition to any other rights or remedies that it may have available in law or equity (excluding punitive damages and consequential damages), institute legal action to cure, correct, or remedy any default by the other Party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance. For purposes of instituting a legal action under this Agreement, any City Council determination under this Agreement as it relates to an alleged default hereunder shall be deemed a final agency action. Developer acknowledges that it may not collect for future years based on a current or prior default, and that the City's obligation to pay with respect to any Fiscal Year Quarter is contingent upon receipt of Sales Taxes for that Fiscal Year Quarter and dependent upon the amount of those Sales Taxes and fees for determination of the amount to be paid.

(b) The Parties hereby acknowledge and agree that it is a material part of Developer's consideration to City that Developer, on the one hand, and the City, on the other hand, for themselves, their successors and assignees, hereby release one another's officers, trustees, directors, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments of the United States Constitution, or any other law or ordinance which seeks to impose any money damages, whatsoever because of the terms of this Agreement, or because of the manner of implementation or performance of this Agreement.

Section 4.5 Mediation. If Developer and City have any disputes relating to this Agreement, the Sales Tax amount, each Party's respective performance or obligations hereunder or a notice of default has been issued, then, upon the written request of either Party given within ten (10) days after written notice of the dispute or the notice of default, as applicable, the issue shall be submitted to nonbinding mediation with a neutral mediator selected by mutual agreement of the Parties. Failure of either Party to timely request mediation shall be deemed a waiver of the mediation process. The mediator shall be selected and the mediation scheduled as soon as is reasonably practicable. The cost of mediation shall be borne equally by the Parties. At the mediation meeting, the mediator shall attempt to bring the Parties together to close the gap

between their respective positions, in an effort to settle the dispute or claim, without deciding the matter for the Parties.

ARTICLE 5.
GENERAL PROVISIONS.

Section 5.1 General Indemnity. Developer shall indemnify, defend (with counsel approved by the City) and hold harmless the City, Councilmembers, officials, employees, agents, consultants, and contractors (collectively, the "**Indemnitees**") from and against any and all liabilities, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation), claims, demands, actions, suits, causes of action, writs, judicial or administrative proceedings, penalties, deficiencies, fines, orders, judgments and damages (all of the foregoing collectively "**Claims**") which in any manner, directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with this Agreement, including the negligent or wrongful performance of this Agreement by Developer or any contractor or subcontractor of Developer. This indemnity includes the fees and costs reasonably incurred by the City by its own in-house or special counsel retained to protect the City's interests. Each Party is entitled to legal counsel of its choice, at Developer's expense. The Parties and their respective counsel shall cooperate with each other in the defense of any such actions, including in any settlement negotiations. If a court in any such action awards any form of money damages to such third party, or any attorneys' fees and costs to such third party, Developer shall bear full and complete responsibility to comply with the requirements of such award, and hereby agrees to timely pay all fees and costs on behalf of City. This indemnity obligation shall not extend to any claim to the extent arising solely from the City's gross negligence or the City's failure to perform its obligations under this Agreement, and shall survive termination of this Agreement.

Section 5.2 Challenges to Agreement. Developer hereby agrees to defend (with counsel approved by the City), indemnify, protect and hold harmless the Indemnitees from any costs, losses, damages, claims including reasonable attorneys' fees and costs, resulting from any challenges brought by any third parties to the City's authority to enter into this Agreement or to make the payments provided for herein. In the event of any such third-party challenge, the Parties shall meet and confer on the defense of such litigation; and either party may elect, in lieu of defending (or continuing to defend) against such third-party challenge, to terminate this Agreement.

Section 5.3 Notices, Demands and Communications. Any approval, disapproval, demand, document or other notice to be provided under this Agreement shall be given in writing and shall be sent (i) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (ii) by first-class United States mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service, marked for next day business delivery. All notices shall be addressed to the Party to whom such notice is to be given at the address stated in this Section 5.2 or to such other address as a Party may designate by written notice to the other; notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

City Notice Address:

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

With copies to:

City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Attn: City Attorney

Developer Notice Address:

Unstoppable Automotive MBMCA LLC
40910 Temecula Center Dr
Temecula, CA 92591
Attn; Garth Blumenthal
Email: garth@unstoppablegroup.com

With a copy to:

Tribune Law Firm, LLP
601 University Ave, Suite 288
Sacramento, CA 95825
Attn: Sylvia Arostegui
Email: sylvia@tribunelaw.com

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Section 5.5 No Joint Venture. It is expressly agreed that City is not, in any way or for any purpose, a partner of Developer or any of Developer's partners, officers, members, directors, shareholders, principals, agents, employees, contractors or subcontractors, or its or their

successors or assigns (each, a "**Developer Party**") in the conduct of its or their business or a member of a joint enterprise with Developer or any Developer Party. Neither City nor Developer shall be deemed or construed for any purpose to be the agent of the other, and City does not assume any responsibility for Developer or any Developer Party's conduct or performance of this Agreement.

Section 5.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 5.7 No Waiver. A waiver by either Party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

Section 5.8 Modifications. Any alteration, change, amendment or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

Section 5.9 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by Law.

Section 5.10 Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or its officers, officials, agents, employees, volunteers, representatives, attorneys, or consultants, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Section 5.11 Cooperation. Each Party agrees to cooperate with the other in this transaction and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

Section 5.12 Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 5.13 Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

Section 5.14 No Third-party Beneficiaries. There are no third-party beneficiaries to this Agreement.

Section 5.15 Interpretation. The captions preceding the sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement. Provisions in this Agreement relating to number of days shall be calendar days. Use of the word "including" means "including, without limitation." As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The recitals to this Agreement and all exhibits attached hereto are incorporated by reference, as though fully restated herein.

Section 5.16 Time of Essence. Time is of the essence with respect to all obligations of Developer under this Agreement.

Section 5.17 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City unless specifically provided otherwise or the context should require otherwise.

Section 5.18 Attorneys' Fees. In the event that either Party to this Agreement brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief or for an alleged breach or default of this Agreement, or in any other action arising out of this Agreement or the transactions contemplated by this Agreement, the predominantly prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

Section 5.19 Land Use Entitlements and Permits. The execution of this Agreement does not constitute the grant of any required land use entitlement or permit, and all land use entitlements and permits contemplated by this Agreement and required from the City, shall be granted, denied, or conditionally granted in accordance with the City's established procedures and in compliance with all applicable laws, rules, regulations and requirements including but not limited to the requirements of CEQA and the CEQA Guidelines. Notwithstanding any language in this Agreement that may be construed to the contrary, the City retains its full discretion to grant, deny or conditionally grant any and all entitlements or permits sought by Developer for the Development, and such discretion includes but is not limited to the discretion to exercise its independent judgment and impose on such approvals all mitigation measures and conditions that City determines are required or appropriate under CEQA and the CEQA Guidelines. No action by Developer or the City with reference to this Agreement shall be deemed a representation or warranty to Developer, or to any other person or entity, that the City will issue or approve any

entitlements or permits, nor constitute a waiver of any state or City requirements that are applicable to the Development.

[*SIGNATURES ON THE FOLLOWING PAGE.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF MARINA, a municipal corporation

By: _____
Layne Long, City Manager

UNSTOPPABLE AUTOMOTIVE MBMCA LLC,
a California limited liability company

By: _____
Garth Blumenthal, Manager

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

CONCEPT DESIGN

EXHIBIT C

ECONOMIC IMPACT ANALYSIS

CITY OF MARINA
ECONOMIC DEVELOPMENT SUBSIDY REPORT PURSUANT TO GOVERNMENT CODE SECTION 53803 (AB 562 REPORT)

MARINA CITY COUNCIL PUBLIC HEARING
MAY 20, 2025

Legislative Intent

With the adoption of Assembly Bill 562 in 2013, now codified as California Government Code Section 53083, the California Legislature recognized the authority of local officials to use their regulatory powers, direct spending, and tax policies to influence where, when, and how the private sector invests capital and improves real property. The Legislature also intended to promote transparency and accountability in economic development subsidies, similar to annual financial reporting and local fiscal decisions. The legislation requires that subsidies to local businesses in the amount of $100,000 or more – those intended to increase employment, enhance the local tax base, and attract or retain desirable businesses – be detailed in a written report and placed on an agenda for a public hearing at a regularly scheduled meeting. The City of Marina has determined that the development of the proposed Mercedes-Benz automobile dealership in Marina will provide substantial fiscal and economic benefits to Marina and the broader region, including sales tax revenues and new jobs. It will enhance the City's position as a regional retail and commercial destination and will serve as a catalyst for additional new development. Because of these benefits and the consideration that the cost of developing the new dealership consistent with the manufacturer's standards will exceed the amount that the dealership's owner can reasonably be expected to recover from the operation of the dealership, the City intends to provide a financial subsidy to the owner of the dealership. The terms of the tax sharing agreement are detailed in the proposed "Sales Tax Revenue Sharing Agreement" between the City of Marina ("City") and the owner of the dealership (Developer). This report is intended to satisfy the requirements of Government Code 53083, and is being made available to the public prior to consideration of the proposed Agreement and authorization of the economic development subsidy.

Legal Requirements

In accordance with Government Code Section 53083, the following elements must be addressed in written form, and be made available to the public (including posting on the City's website) prior to the approval of the proposed economic development subsidy:

1) The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.

2) The start and end dates and schedule, if applicable, for the economic development subsidy.
3) A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.
4) A statement of the public purposes for the economic development subsidy.
5) Projected tax revenue to the local agency as a result of the economic development subsidy.
6) Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

Proposed Agreement

The City of Marina, in an effort to generate additional sales tax revenue, create additional local jobs, and enhance economic vitality, proposes to provide the type of subsidy included in Government Code Section 53083. The City and Developer intend to enter into a Sales Tax Revenue Sharing Agreement (Agreement). Under the terms of the Agreement, the Developer will purchase a development site within the Dunes project at the former Fort on which it will develop an approximate 60,000 square foot Dealership in accordance with all design and quality requirements stipulated by Mercedes Benz USA. Under the terms of the Agreement, the payment of the subsidy to the Developer is conditioned on:

1. The Developer will privately fund all development costs including City building permit and development impact fees and provide documentation demonstrating that expended development costs exceed $40 million; and
2. The Developer shall commence construction of the Dealership by no later than January 1, 2026, and subject to Force Majeure, complete construction no later than fifteen (15) months after commencement.

The City will provide Subsidy Payments "[1] to the Developer equal to 50% of the actual amount of annual sales tax revenues that the City receives from the application of the 1% Bradley-Burns Uniform Local Sales Tax Rate ("1% Sale Tax") to the actual annual amount of taxable sales that the Dealership generates until the earlier of: a) the date that the cumulative total of Subsidy Payments to the Developer equals $5 million; or b) the Agreement terminates due to non-performance terms provided in the Agreement.

[1] Subsidy Payments will be made on a quarterly basis.

Financial Feasibility Analysis and Project's Need for a Subsidy

While not required by California Government Code Section 53083, the amount of the City subsidy has been determined based on an analysis of the development economics of the Marina Dealership, including the cost to develop the new 59,000 square foot facility, annual debt service costs, projected sales volume of the Dealership, and the automobile industry standard relationship between debt service costs and dealership sales volume for luxury dealerships. The cost to develop the Dealership is anticipated to exceed $40 million, which is unusually high due to the impact fees and prevailing wage requirements that apply to all development at the former Fort Ord and the high design standards required by Mercedes-Benz of USA. Without the subsidy from the City, the cost of developing the Dealership exceeds the amount that the Developer can reasonably expect to recover from the operation of the Dealership. The tax sharing subsidy has been sized to effectively reduce debt service costs, so that the Dealership's debt service costs as a percent of revenues is more aligned with the industry standard for automobile dealerships in the United States.

1. ***The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy.***

   The Agreement is with Unstoppable Automotive MBMCA LLC, which is the sole beneficiary of the economic development subsidy.

   Unstoppable Automotive MBMCA LLC
   40910 Temecula Center Drive
   Temecula, CA 92591

2. ***The start and end dates and schedule, if applicable, for the economic development subsidy.***

   Quarterly Subsidy Payments from the City to the Developer will commence ninety days from the date that the City receives its first quarterly sales tax payment from the State of California of sales tax generated by the Dealership. Quarterly Subsidy Payments will end on the date that cumulative Quarterly Subsidy payments made to the Developer equals $5 million.

3. ***A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.***

   The economic development subsidy shall be in the form of the City sharing 50% of the amount of sales tax revenue that the City actually receives from the application of the 1% Tax Rate to the actual amount of taxable sales generated by the Dealership until the cumulative total of Subsidy Payments to the Developer equals $5 million. It is estimated that the cumulative total

of Subsidy Payments paid to the Developer will equal $5 million during the Dealership's 7th operating year.

	Projected Subsidy/Sales Tax Revenue Sharing Payments from City to Developer, with Cumulative Total to Not Exceed $5,000,000 (rounded to nearest $1,000)
1st 12-month Operating Year	$468,000
2nd Operating Year	$562,000
3rd Operating Year	$674,000
4th Operating Year	$809,000
5th Operating Year	$970,000
6th Operating Year	$1,116,000
7th Operating Year	$401,000
Cumulative 7-Yr. Total	$5,000,000

4. ***A statement of the public purposes for the economic development subsidy*.**

The proposed Agreement is consistent with City's economic development goals and objectives. Specifically, the following public purposes are achieved:

- The City has determined that the Dealership is an important catalyst for the continued development of the Dunes Project and that the Dealership will provide substantial direct and indirect benefits to the City and economic opportunities, including sales tax revenues, increased property tax revenues, and increased jobs in the region. It will enhance the City's position as a regional retail and commercial destination and serve as a catalyst for additional retail and commercial development.

- The tax revenues to be generated by the Dealership to the City will be used to fund City services, from public safety to operating recreational facilities and programs.

- The Dealership will diversify the City of Marina's economic base by being the City's first automobile dealership to sell new vehicles. The Dealership will sell and provide service for Mercedes-Benz ICE passenger cars, EQ electric vehicles, Sprinter ICE commercial vans, and E-Sprinter electric commercial vans. The dealership will also be one of only fifty Mercedes-Benz dealerships in the Country that will receive an allocation of Mercedes-Benz AMG model vehicles. By being the first luxury automotive franchise in Marina, it also has the potential to attract other luxury franchises and new businesses to Marina.

- The Dealership will attract customers from a large geographic area, extending from Santa Cruz to the North, Fresno to the East, and Carmel to the South. The

customers will be introduced to Marina's world-class recreational areas as well as shopping and dining opportunities and new residential offerings at the Dunes.

5. *The projected tax revenue to the local agency as a result of the economic development subsidy.*

The dealership will generate significant annual tax revenue to the City of Marina. As shown in the following chart, total taxable revenues to be directly generated by the Dealership are anticipated to total $882,000 during the first operating year and increase to $3.20 million by the seventh operating year. Cumulate tax revenues generated during the Dealership's first seven operating years to the City of Marina net of the subsidy payments to the Developer are estimated to approximate $11.64 million.

Projected Tax Revenues to be Generated by Mercedes-Benz Dealership to the City of Marina

12-Month Operating Year of Dealership	1% Base Sales Tax Levy (Apply to Total Taxable Sales), Net of 50% share to Developer	Measure N 1.5% Tax (Apply to Parts Sales)	Gross Receipts Tax (.2% of Gross Receipts)	VLF Property Tax Revenue	Total New Annual Direct City Tax Revenues
1st Year	$468,000	$145,000	$203,000	$66,000	**$882,000**
2nd Year	$562,000	$174,000	$244,000	$67,000	**$1,047,000**
3rd Year	$674,000	$209,000	$293,000	$69,000	**$1,245,000**
4th Year	$809,000	$251,000	$352,000	$70,000	**$1,482,000**
5th Year	$970,000	$301,000	$422,000	$71,000	**$1,764,000**
6th Year	$1,116,000	$346,000	$485,000	$73,000	**$2,020,000**
7th Year	$2,165,000	$398,000	$558,000	74,000	**$3,195,000**
Cumulative 7-Year Total	$6,764,000	$ 1,824,000	$2,557,000	$490,000	**$11,635,000**

Marina's 1.5% Measure N Tax will also apply to the sale of automobiles. However, this tax revenue is received by the buyer's jurisdiction of residence. Given that Marina represents a relatively small fraction of the population within the Dealership's trade area, for purposes of this analysis, Measure N revenues from the sale of automobiles have not been included in the calculation of projection tax revenues to Marina.

The Dealership's sales are also anticipated to increase the City's share of the County-wide pool of sales/use tax revenue generated by on-line sales. It is estimated that Marina could annually receive an additional $100,000 to over $400,000 of revenue from the Count-pool of sales/use tax. The actual amount to be generated will be driven by several factors, including the size of the County-wide pool of tax revenue and the relative amount of taxable sales generated by each jurisdiction within the County.

6. ***The estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.***

The Dealership anticipates employing 80 full-time employees during the first operating year and increasing employment annually as sales grow; the Dealership expects to employ over 150 full-time employees by its fifth operating year due to the projected increase in sales volumes.

May 15, 2025 Item No: **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING A SALES TAX REVENUE SHARING AGREEMENT BETWEEN CITY OF MARINA AND UNSTOPPABLE AUTOMOTIVE MBMCA LLC TO ASSIST WITH THE CONSTRUCTION COSTS AND SITE DEVELOPMENT OF AN AUTOMOBILE DEALERSHIP, AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY.

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2025-, approving a sales tax revenue sharing agreement between the City of Marina and Unstoppable Automotive MBMCA LLC to assist in covering high site development and construction costs associated with developing a Mercedes-Benz automobile dealership in Marina, and;
2. Authorize the City Manager to execute the agreement subject to final review by the City Attorney, and:
3. Authorize the Finance Director to make the necessary budgetary and accounting entries.

BACKGROUND:

The City of Marina has actively sought to attract high-value commercial businesses that can stimulate economic development, create jobs, expand the tax base, and generate sustainable revenue for the City. This dealership provides a new revenue stream to help meet the public safety, service needs, infrastructure, and maintenance demands of Marina. In alignment with the City's Mission and Vision Statement and the City Council's goals and objectives, staff have been in discussions with the Unstoppable Automotive group who are interested in constructing a Mercedes-Benz dealership on a parcel within the Dunes development area.

The Dunes development is a mixed-use development that includes retail, commercial, office, hotel, residential and affordable housing uses. A Specific Plan adopted for the Dunes development guides the development and land use of this development.

The Unstoppable Automotive LLC is proposing to acquire land from the Dunes development (Marina Community Partners) to develop a new Mercedes-Benz automobile dealership. The proposed dealership represents a significant capital investment estimated at over $40 million dollars that includes land acquisition, site development and construction of dealership facilities with a new showroom and service center. This dealership will generate substantial new sales tax revenue for the City and is expected to create over 80 full-time equivalent jobs, initially, and expanding to over 140 full-time equivalent jobs over five years. **("EXHIBIT A")**

The dealership has requested a sales tax revenue sharing agreement to support the significant upfront capital investment costs that will enhance their long-term competitiveness in the regional automotive market area.

The dealership will serve as an important catalyst for the continued economic growth and development needs of the City. The project will provide substantial direct and indirect benefits to the City and economic opportunities, including sales tax revenues, increased property tax revenues, and increased jobs in the region. It will enhance the City's position as a regional retail and commercial destination and serve as a catalyst for additional retail and commercial development opportunities.

In general, the City typically does not provide economic incentive agreements to businesses. However, the former Fort Ord property area has some unique challenges due to constraints placed on the property when it was transferred from the Army to the Fort Ord Reuse Authority and then to the City of Marina. Some of the unique constraints of these properties include requirements for all first-generation construction to pay a prevailing wage for all new construction which in many cases can double the constructions costs verses other cities in the area or state. There are also blighted military housing units that have lead and asbestos which add a significant cost to remove; decaying water and sewer infrastructure to replace; various endangered species that must be mitigated; and housing and water allotment caps.

Other major developments in the former Fort Ord properties in Marina have needed an economic incentive to be able to move forward. Examples include the current Dunes development, Marina Heights development (now Sea Haven), Cinemark theatre, Marriott Springhill Suite, and most recently the 225,000 square foot manufacturing building constructed by Joby Aviation at the Marina Municipal Airport.

ANALYSIS:

Mercedes-Benz, as a premier luxury auto brand, is anticipated to bring notable economic and brand value to the City of Marina. The dealership is projected to generate substantial annual sales revenue, which in turn would increase the City's share of local sales tax and the City's share of the Monterey County pooled sales tax.

To help offset the upfront capital burden of the development, the dealership has requested a temporary sales tax revenue sharing agreement. The proposed agreement includes the following terms: **("EXHIBIT B")**

- The City will rebate fifty percent (50%) of the City's portion of the one percent (1%) local share of sales tax revenue generated by the dealership for a period of up to five (5) years
- Commence construction no later than January 1, 2026, and complete construction no later than fifteen (15) months after commencement.
- A high building design standard
- Annual report that includes annual gross sales, total number of employees, total full-time employees, breakdown of job types and number of employees that are Marina residents.

The firm Keyser Marston Associates was hired to evaluate the fiscal and economic benefits associated with the Mercedes-Benz automobile dealership. Included with their evaluation is a tax revenue analysis, an economic impact analysis, along with an assessment of the justification of the sales tax revenue sharing agreement. **("EXHIBIT C"**

The new facility will be over 60.000 square feet, consisting of a showroom, service area, and detail bay. Sales will include new vehicles, used vehicles, parts and service sales.

The sales tax generated by the dealership goes to the City's General Fund for city-wide benefit and use and is not limited to the former Fort Ord area.

A premium brand like Mercedes-Benz will likely generate high sales volumes, particularly since this will be the only dealership in Santa Cruz County, San Benito County, South Santa Clara County and Monterey County. Significant short-term economic activity will occur from site development and construction of the dealership facility. When completed it is expected to attract regional shoppers. Visitors to the dealership may spend additional money at nearby restaurants, gas stations, and hotels.

Estimated Fiscal Impact

	Year 2027	Year 2031
Annual Taxable Sales	$93, 593,200	$194,074,694
Sales Tax Revenue (1%)	$935,932	$1,940,747
50% Rebate to Dealership	$467,966	$970,373
Annual Net to City	$467,966	$970,373

Over five years, the cumulative total net sales revenue to City is approximately $3,482,411. In addition to sales tax revenue, the City will receive Measure N (1.5%) tax on parts, business license gross tax receipts, vehicle in lieu property tax revenues. The cumulative total new direct tax revenue the City will receive over the five-year rebate will be $6,420,000. After year five, 100% of the sales tax revenue will come to the City.

FISCAL IMPACT:

First year direct new tax revenue to the City will be $882,000. Cumulative over five years, the new direct tax annual revenue will be $6,420,000. The revenue will go to the General Fund.
Additionally, the City's portion of the Monterey County pooled sales tax is expected to increase annually by an estimated additional $150,000.

CONCLUSION

This request is submitted for City Council consideration and direction.

Respectfully submitted,

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A SALES TAX REVENUE SHARING AGREEMENT BETWEEN THE CITY OF MARINA AND UNSTOPPABLE AUTOMOTIVE MBMCA LLC TO ASSIST WITH THE CONSTRUCTION COSTS AND SITE DEVELOPMENT OF AN AUTOMOBILE DEALERSHIP, AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY

WHEREAS, the City desires to encourage private investment and economic development within the City's commercial areas;

WHEREAS, the Unstoppable Automotive MBMCA LLC proposes to construct and operate a new Mercedes-Benz automotive dealership located in the Dunes development within the City of Marina;

WHEREAS the project involves a capital investment estimated at over $40 million dollars, which includes land purchase, site development, construction of facilities and equipment; and

WHEREAS, the dealership is anticipated to generate substantial local sales tax revenue and other direct tax revenue for the City and create quality jobs; and

WHEREAS, in consideration of the developer's significant capital investment and contribution to the City's economic base, the City agrees to rebate 50% of its local (1%) sales tax revenue for five years to support the financial feasibility of the project.

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

1. Approve the sales tax revenue sharing agreement between the City of Marina and Unstoppable Automotive MBMCA LLC to assist in covering high site development and construction costs associated with developing a Mercedes-Benz automobile dealership in Marina, and;
2. Authorize the City Manager to execute the agreement subject to final review by the City Attorney, and:
3. Authorize the Finance Director to make the necessary budgetary and accounting entries.

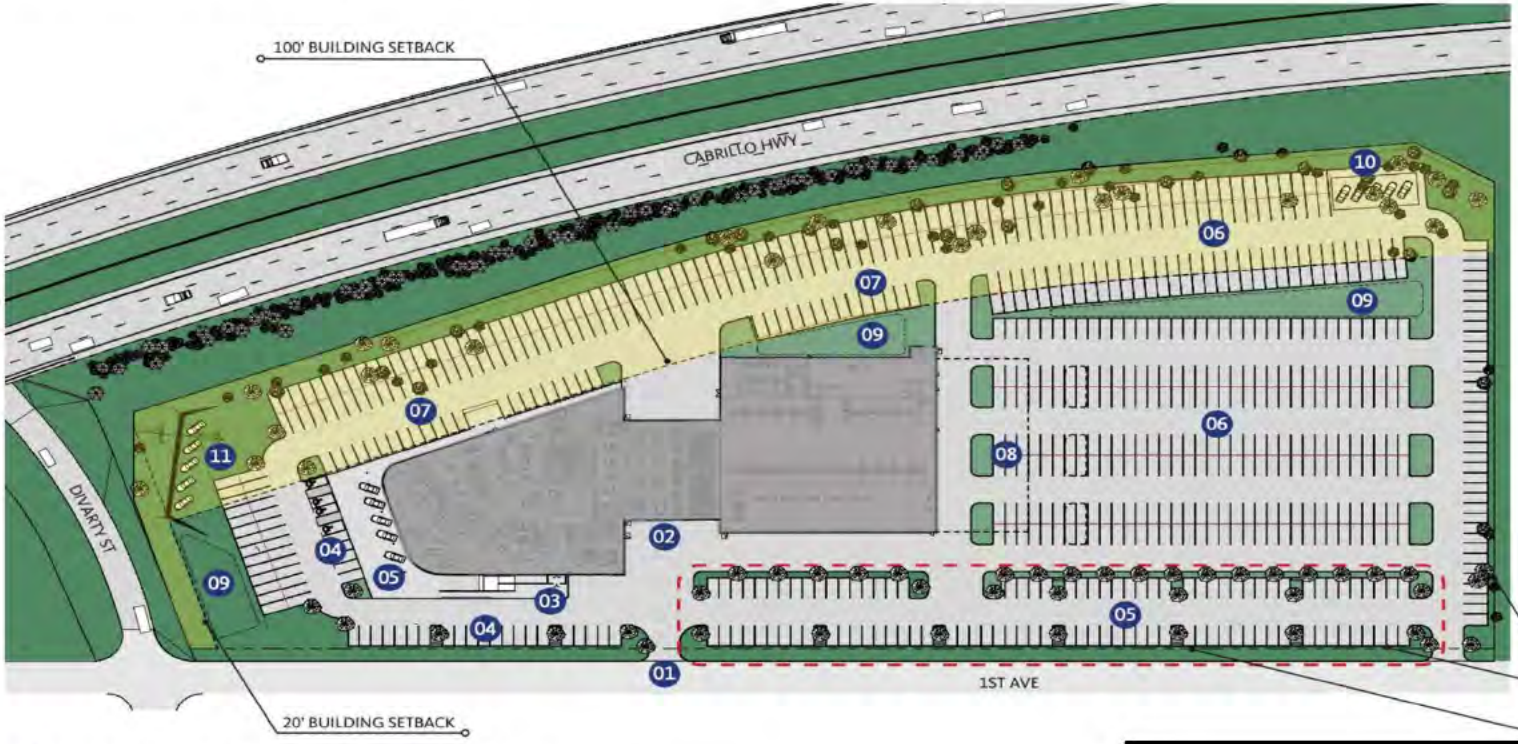
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on May 20, 2025 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST: _____
Bruce C. Delgado, Mayor

_____
Anita Sharp, Deputy City Clerk

Mercedes of Marina - Conceptual Site Plan



[redacted]

01 MAIN POINT OF ENTRY
02 SERVICE DRIVE
03 BUILDING ENTRY
04 CUSTOMER PARKING
05 DISPLAY VEHICLES / PARKING
06 INVENTORY PARKING
07 EMPLOYEE PARKING
08 FUTURE SHOP / PARTS EXPANSION
09 STORMWATER MANAGEMENT
10 VEHICLE DISPLAY
11 VEHICLE DISPLAY + MARINA SIGNAGE

BUILDING SETBACK

PARKING COUNT : ~750 spaces shown

Not To Scale N

Gensler

PERFORMANCE BASED SALES TAX REVENUE SHARING AGREEMENT

This Performance Sales Tax Revenue Sharing Agreement (this "**Agreement**") is entered into this ___ day of _____, 2025 by and between the City of Marina, a California municipal corporation (the "**City**"), and Unstoppable Automotive MBMCA LLC, a California limited liability company ("**Developer**"). The City and Developer are collectively referred to herein as the "Parties" and individually as a Party.

RECITALS

A. The City and Marina Community Partners ("**MCP**") entered into that certain Development Agreement dated July 8, 2005 and recorded in the Official Records of Monterey County as Document No. 2005080655 on August 5, 2005, as modified by that Administrative Modification to Development Agreement dated May 28, 2010 and that Second Administrative Modification to Development Agreement dated March 29, 2013 (collectively, the "**Development Agreement**") with regards to that certain development commonly referred to as the Dunes on Monterey Bay. The Dunes development is a mixed-use development including retail, office, hotel and residential uses.

B. MCP entered into a Disposition and Development Agreement with the former Redevelopment Agency of the City of Marina dated as of May 31, 2005 as modified by that certain Implementation Agreement Regarding University Village dated September 6, 2006 and that certain Second Implementation Agreement dated August 5, 2008, that certain Operating Agreement Clarifying and Modifying Certain Project Approvals for the Specific Plan for the Dunes on Monterey Bay dated December 17, 2019, that certain University Villages Settlement Agreement between MCP, the City of Marina and Save Our Peninsula Committee and that certain Order of The Court of Appeal dismissing appeal filed September 20, 2006 and that certain Stipulation Between Plaintiffs Monterey/Santa Cruz County Building And Construction Trades Council; International Brotherhood of Electrical Workers, Local 234; Mechanical Contractors Council of Central California and Ranae and William Gary Martin and Defendants Marina Community Partners, LLC; Shea Properties LLC; W.L. Butler Construction, Inc.; City of Marina Redevelopment Agency and Board of the City of Marina Redevelopment Agency; Cypress Marina Heights LP and East Garrison Partners I LLC and Order of Approval filed October 9, 2008 (collectively, the "**DDA**") setting forth rights, terms, conditions and requirements for the acquisition and development of certain real property described therein (the "**Site**") and referred to originally as University Villages and currently referred to as the Dunes. The City has succeeded to the former Redevelopment Agency's rights and obligations under the DDA.

C. Developer is proposing to acquire certain property consisting of a portion of the Site and more particularly described in Exhibit A attached hereto ("**Property**") upon which Developer proposes to develop and operate an approximately 60,000 square foot automobile dealership for the sale and service of Mercedes Benz automobiles and Sprinter Vans and AMG service department ("**Development**"). Developer, as a condition of acquiring the automobile dealership to be located in the Development is

required by the car manufacturer to develop the Development consistent with the manufacturer's standards resulting in development costs that exceed the amount Developer can reasonably be expected to recover from operation of the Development.

D. The City has determined that the Development is an important catalyst for the continued development of the Dunes Project and that development of the Development will provide substantial direct and indirect benefits to the City and economic opportunities, including sales tax revenues, increased property tax revenues and increased jobs in the region, will enhance the City's position as a regional retail and commercial destination and serve as a catalyst for additional retail and commercial development.

E. The City has determined that the development and operation of the Development in accordance with this Agreement is in the best interest of the City and will provide significant benefits to the City and the community and therefore is willing to enter into this Agreement to provide financial assistance to the Developer in accordance with the terms and conditions set forth below and in exchange for the Developer's agreement to develop and operate the Development.

F. The City has determined that an economic development subsidy to the Developer as set forth in this Agreement is appropriate because of the costs associated with the construction of the Development, the sales tax and property tax benefits to the City, and the increased employment expected from the Development all as more specifically described in the Economic Impact Analysis attached as Exhibit C and incorporated herein.

G. City is a Charter City. The subject matter of this Agreement is a municipal affair and, therefore, except for those provisions of state law expressly adopted by City, the provisions of state law applicable to general law cities do not apply to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words shall have the following meanings:

(a) "Agreement" means this Sales Tax Revenue Sharing Agreement.

(b) "City" is defined in the preamble.

(c) "Conditions Precedent" means all of the following: (i) the Developer has completed the Development within the time set forth in Section 3.2 below; (ii) the Developer has submitted a cost certification pursuant to Section 3.3 below to the City of the costs of construction of the Development that shows costs exceeding Forty Million Dollars ($40,000,000); and (iii) no Developer Event of Default shall have occurred.

(d) "Developer" is defined in the preamble.

(e) "Developer Event of Default" is defined in Section 4.3.

(f) "Developer Sales Tax Share" means fifty percent (50%) of the Sales Tax generated by the Development during the Term of this Agreement.

(g) "Effective Date" is defined in Section 2.1.

(h) "Fiscal Year" means the fiscal year of City beginning on July 1 and ending on June 30 of each year.

(i) "Force Majeure Event" is defined in Section 3.8.

(j) "Indemnitees" means City and its councilmembers, officers, officials, employees, volunteers, representatives, attorneys, and consultants.

(k) "Opening" means the date that the Development opens for business for sales and services to Developer's customers during normal business hours.

(l) "Party" means either the City or Developer.

(m) "Parties" means collectively the City and Developer.

(n) "Sales Tax Law" means the Bradley-Burns Uniform Local Sales and Use Tax Law (California Revenue and Taxation Code section 7200, et seq.). If the Bradley-Burns Uniform Local Sales and Use Tax Law is further amended, terminated or rescinded, and Sales Taxes are calculated in an alternate manner or are replaced by an alternate revenue stream (i) arising from the retail sale, use or other consumption of tangible personal property from or on the Property, or (ii) designated as being a replacement for Sales Taxes previously generated by the retail sale, use or other consumption of tangible personal property on or from the Property, then "Sales Taxes" shall also mean those revenues attributable to sales, services or consumption of tangible personal property on or from the Property, collected for City in the alternate manner of calculation, so long as City receives its portion of such revenues and has the legal right under California and/or federal Law to retain and control the disposition of all of its portion thereof.

(o) "Sales Taxes" means for each Fiscal Year during the Term, that portion of taxes actually received by City from the imposition of Sales Tax Law attributable to the sales, services or business activities of Developer at the Development to the extent allocated and paid by the State Board of Equalization to City for its use, in a particular Fiscal Year. The defined term "Sales Taxes" shall not include any of the following: (i) any sales tax levied by, collected

for or allocated to the State of California, the County, or any district or entity (including an allocation to a statewide or Countywide pool) other than City; (ii) any administrative fee charged by the State Board of Equalization or the County; (iii) any sales tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable Law; (iv) any sales tax (or other funds measured as sales tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into City's general fund; (v) the district sales tax imposed by the City of Marina currently set at 1.5%; (vi) any other sales tax that is imposed within the boundaries of City and which is intended to fund a specific activity or project, rather than to be used by City as general fund revenues, or which has specific voter approved limitations on its uses. No Sales Taxes shall be considered to have been received by City until City is able to confirm the amount of City's actual receipt thereof from the State Board of Equalization.

(p) "Term" is defined in Section 2.2.

ARTICLE 2.
EFFECTIVE DATE AND TERM

Section 2.1 Effective Date. This Agreement shall take effect the date this Agreement is signed by both Parties (the "Effective Date").

Section 2.2 Term. The term of this Agreement begins on the Effective Date and ends on the October 1st immediately following the fifth (5th) anniversary of the Opening of the Development, subject to a year-for-year tolling in the event of a Force Majeure Event, unless terminated pursuant to the express provisions of this Agreement (the "Term").

ARTICLE 3.
DEVELOPER REIMBURSEMENT

Section 3.1 Payment of Development Costs. Developer shall be responsible for the payment of all costs associated with the Development, including, but not limited to costs of construction, permit and impact fees, costs of any off-site improvements required as a condition of approval of the Development and any other costs.

Section 3.2 Development. Developer shall commence construction of the Development no later than January 1, 2026, and complete construction no later than fifteen (15) months after commencement as evidenced by a certificate of occupancy or final permit sign off by the City. The time frames for commencement and completion are subject to extension pursuant to Section 3.8. The Development shall be constructed consistent with the concept design plan submitted by the Developer to the City and attached hereto as Exhibit B.

Section 3.3 Development Costs. The City payments provided herein are being provided because the costs of the Development exceed the amounts that the Developer can reasonably expect to recover from the operation of the Development. In order to verify the costs of the Development, the Developer shall provide the City within thirty (30) days of completion of construction of the Development a cost certification showing all costs associated with construction of the Development, including, but not limited to land costs, design costs, hard

construction costs, permit and impact fees and all other costs. Upon receipt of the Developer's cost certification, the City may request additional information and supporting documentation including but not limited to construction contracts, contractor payment applications, invoices and other evidence of payments. Submission of a cost certification along with such evidence as the City may require to verify costs documenting that at least Forty Million Dollars ($40,000,000) was spent on the Development is a Condition Precedent to the City payments set forth in Section 3.6.

Section 3.4 Developer Annual Report. No later than sixty (60) days following the end of each Fiscal Year, commencing upon the end of the first Fiscal Year after the Opening the Developer shall provide the City with a report on the performance of the Development, including, but not limited to, annual gross sales, total number of employees as well as the total full time equivalent employees with a breakdown of the job types and the number of employees that are Marina residents. The City may from time to time request additional information to be included in the annual reports. The City shall have the right by written notice to the Developer to review Developer's books and records to confirm information provided in the annual report.

Section 3.5 City Business License. Developer shall maintain a City Business License at all times that the Development is open for business.

Section 3.6 City Payments.

(a) Subject to satisfaction of all Conditions Precedent, commencing on the first October 1st following the end of the first Fiscal Year in which the Development Opening occurs and on each October 1st thereafter continuing throughout the Term, the City shall pay to Developer the Developer Sales Tax Share of the Sales Tax based on the Sales Tax received during the immediately previous Fiscal Year, along with a certification by the City's Finance Director specifying the total amount of Sales Tax received from the operation of the Development during the previous Fiscal Year ("City Payment(s)"). Nothing contained in this Agreement shall obligate or otherwise commit the City to pay any amount to Developer unless and until the City receives the Sales Taxes attributable to sales, services or business activities of Developer at the Development.

(b) Developer shall, at the request of the City, provide the City with its Sales Tax reporting forms submitted to the State Board of Equalization to verify the Sales Tax reported to the Board of Equalization.

(c) Following receipt of the City's certification of the Sales Tax for the prior Fiscal Year, Developer shall review the amount of Sales Tax determined by the City's Finance Director and shall either approve or disapprove the amount within thirty (30) days of receipt. Failure to notify the City of Developer's disapproval within thirty (30) days of receipt shall be deemed Developer's approval of the City Finance Director's calculations. Any disapproval shall state in writing the reasons for disapproval and the requested changes and shall provide any additional information or documentation available to Developer to support Developer's determination of the Sales Tax. The City, upon receipt of a disapproval by Developer and the additional information, shall review all information provided by Developer and either re-determine the Sales Tax for the previous Fiscal Year or provide Developer with a statement of

disagreement with regards to the Sales Tax received by the City. In the event the City and Developer cannot agree on any item of the certification, the City and Developer shall submit the item mediation pursuant to Section 4.5 below.

Section 3.7 Failure to Operate. If the Development ceases to operate for a period of sixty (60) consecutive days absent a Force Majeure Event, the City shall have the right to terminate this Agreement, and the City shall have no obligation to make any further payments to Developer. Any expansion, renovation, repair or restoration of damage by Developer shall not be deemed a discontinuance of operations under this Section.

Section 3.8 Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; riots; pandemics, floods; earthquakes; fires; or casualties (a "Force Majeure Event"). An extension of time for Force Majeure Event shall only be for the period of the enforced delay, which period shall commence to run from the time of the notification of the delay by the Party requesting the extension to the other Party. The Party requesting an extension of time under this Section 3.8 shall give notice promptly following knowledge of the delay to the other Party. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after knowledge of the commencement of the delay, the period shall commence to run upon the earliest of (i) thirty (30) days prior to the giving of such notice; (ii) the date that the other Party received knowledge of the events giving rise to the delay or (iii) if the Force Majeure Event is one that results in the temporary closure of the Developer Store, the date of such closure.

Section 3.9 Limited City Obligation. The obligations arising from this Agreement are not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its monies, income, receipts, or revenues, except the revenues from the Sales Tax as provided herein. Neither the general nor any other fund of the City shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. Nothing herein shall provide Developer any right to compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement. The obligations created by this Agreement do not create an immediate indebtedness of the City, but rather create a liability only when a payment becomes due hereunder.

ARTICLE 4.
DEFAULT AND REMEDIES

Section 4.1 Application of Remedies. The provisions of this Article shall govern the Parties' remedies for breach of this Agreement.

Section 4.2 Fault of City.

(a) Event of Default. Following notice and opportunity to cure as set forth in subsection (b) below, each of the following events constitutes a "City Event of Default" and a basis for Developer to take action against the City:

(i) The City fails to make any payment to Developer when required under this Agreement.

(ii) The City breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure. Upon the occurrence of any of the above-described events, Developer shall first notify the City in writing of its purported breach or failure, giving the City thirty (30) days from receipt of such notice to cure such breach or failure. In the event the City does not then cure the default within such thirty (30)-day period (or, if the default is not reasonably susceptible of cure within such thirty (30)-day period, the City fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then Developer shall be entitled to pursue any or both of the following remedies: (1) terminating this Agreement by written notice to the City; and (2) exercising its remedies as provided in Section 4.4. If Developer elects to terminate this Agreement, the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect.

Section 4.3 Fault of Developer.

(a) Event of Default. Following notice and opportunity to cure as set forth in subsection (b) below, each of the following events constitutes a "Developer Event of Default" and a basis for the City to take action against Developer:

(i) Developer fails to construct the Development or fails to Open the Development.

(ii) Developer fails to maintain a valid City Business License or fails to comply with any other material City laws or regulations.

(iii) Developer: (1) files for bankruptcy, dissolution, or reorganization, or fails to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) makes a general assignment for the benefit of creditors; (3) applies for the appointment of a receiver, trustee, custodian, or liquidator, or fails to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) becomes insolvent; or (5) fails, is unable or admits in writing to its inability to pay its debts as they become due.

(iv) Developer breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure. Upon the happening of any of the above-described events the City shall first notify Developer in writing of its purported breach or failure, giving Developer thirty (30) days from receipt of such notice to cure such breach or failure. If Developer does not cure the default within such thirty (30)-day period (or if the default is not reasonably susceptible of being cured within such thirty (30)-day period, Developer fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the City shall be entitled to pursue any or both of the following remedies: (1)

terminating this Agreement by written notice to Developer; (2) exercising its remedies pursuant to Section 4.4. If the City elects to terminate this Agreement, the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect.

Section 4.4 Remedies.

(a) Either Party may, in addition to any other rights or remedies that it may have available in law or equity (excluding punitive damages and consequential damages), institute legal action to cure, correct, or remedy any default by the other Party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance. For purposes of instituting a legal action under this Agreement, any City Council determination under this Agreement as it relates to an alleged default hereunder shall be deemed a final agency action. Developer acknowledges that it may not collect for future years based on a current or prior default, and that the City's obligation to pay with respect to any Fiscal Year is contingent upon receipt of Sales Taxes for that Fiscal Year and dependent upon the amount of those Sales Taxes and fees for determination of the amount to be paid.

(b) The Parties hereby acknowledge and agree that it is a material part of Developer's consideration to City that Developer, on the one hand, and the City, on the other hand, for themselves, their successors and assignees, hereby release one another's officers, trustees, directors, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments of the United States Constitution, or any other law or ordinance which seeks to impose any money damages, whatsoever because of the terms of this Agreement, or because of the manner of implementation or performance of this Agreement.

Section 4.5 Mediation. If Developer and City have any disputes relating to this Agreement, the Sales Tax amount, each Party's respective performance or obligations hereunder or a notice of default has been issued, then, upon the written request of either Party given within ten (10) days after written notice of the dispute or the notice of default, as applicable, the issue shall be submitted to nonbinding mediation with a neutral mediator selected by mutual agreement of the Parties. Failure of either Party to timely request mediation shall be deemed a waiver of the mediation process. The mediator shall be selected and the mediation scheduled as soon as is reasonably practicable. The cost of mediation shall be borne equally by the Parties. At the mediation meeting, the mediator shall attempt to bring the Parties together to close the gap between their respective positions, in an effort to settle the dispute or claim, without deciding the matter for the Parties.

ARTICLE 5.
GENERAL PROVISIONS.

Section 5.1 General Indemnity. Developer shall indemnify, defend (with counsel approved by the City) and hold harmless the City, Councilmembers, officials, employees, agents, consultants, and contractors (collectively, the "Indemnitees") from and against any and all

liabilities, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation), claims, demands, actions, suits, causes of action, writs, judicial or administrative proceedings, penalties, deficiencies, fines, orders, judgments and damages (all of the foregoing collectively "Claims") which in any manner, directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, result from, or relate to this Agreement, including the negligent or wrongful performance of this Agreement by Developer or any contractor or subcontractor of Developer. This indemnity includes the fees and costs reasonably incurred by the City by its own in-house or special counsel retained to protect the City's interests. Each Party is entitled to legal counsel of its choice, at Developer's expense. The Parties and their respective counsel shall cooperate with each other in the defense of any such actions, including in any settlement negotiations. If a court in any such action awards any form of money damages to such third party, or any attorneys' fees and costs to such third party, Developer shall bear full and complete responsibility to comply with the requirements of such award, and hereby agrees to timely pay all fees and costs on behalf of City. This indemnity obligation shall not extend to any claim to the extent arising solely from the City's gross negligence or the City's failure to perform its obligations under this Agreement, and shall survive termination of this Agreement.

Section 5.2 Challenges to Agreement. Developer hereby agrees to defend (with counsel approved by the City), indemnify, protect and hold harmless the Indemnitees from any costs, losses, damages, claims including reasonable attorneys' fees and costs, resulting from any challenges brought by any third parties to the City's authority to enter into this Agreement or to make the payments provided for herein. In the event of any such third-party challenge, the Parties shall meet and confer on the defense of such litigation; and either party may elect, in lieu of defending (or continuing to defend) against such third-party challenge, to terminate this Agreement.

Section 5.3 Notices, Demands and Communications. Any approval, disapproval, demand, document or other notice to be provided under this Agreement shall be given in writing and shall be sent (i) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (ii) by first-class United States mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service, marked for next day business delivery. All notices shall be addressed to the Party to whom such notice is to be given at the address stated in this Section 5.2 or to such other address as a Party may designate by written notice to the other; notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

City Notice Address:

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

With copies to:

City of Marina

211 Hillcrest Avenue
Marina, CA 93933
Attn: City Attorney

Developer Notice Address:

Unstoppable Automotive MBMCA LLC
40910 Temecula Center Dr
Temecula, CA 92591
Attn; Garth Blumenthal
Email: garth@unstoppablegroup.com

With a copy to:

Tribune Law Firm, LLP
601 University Ave, Suite 288
Sacramento, CA 95825
Attn: Sylvia Arostegui
Email: sylvia@tribunelaw.com

All notices shall be deemed effective on the earliest of (a) actual receipt; (b) rejection of delivery; (c) if sent by first class mail, the third day on which regular United States mail delivery service is provided after the day of mailing or; (d) if sent by overnight delivery service, on the next day on which such service makes next-business-day deliveries after the day of sending.

Section 5.4 No Assignment. Developer may not assign any of its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld or granted in its sole discretion. Notwithstanding the foregoing, Developer shall have the right to assign its rights without the prior written consent of the City in connection with the following: (i) any assignment to an affiliate or related party, or (ii) any assignment for financing purposes or for collateral purposes, provided that prior to any such assignment, the Developer shall provide the City with notice of such assignment and a signed assignment agreement.

Section 5.5 No Joint Venture. It is expressly agreed that City is not, in any way or for any purpose, a partner of Developer or any of Developer's partners, officers, members, directors, shareholders, principals, agents, employees, contractors or subcontractors, or its or their successors or assigns (each, a "Developer Party") in the conduct of its or their business or a member of a joint enterprise with Developer or any Developer Party. Neither City nor Developer shall be deemed or construed for any purpose to be the agent of the other, and City does not assume any responsibility for Developer or any Developer Party's conduct or performance of this Agreement.

Section 5.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 5.7 No Waiver. A waiver by either Party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

Section 5.8 Modifications. Any alteration, change, amendment or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

Section 5.9 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by Law.

Section 5.10 Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or its officers, officials, agents, employees, volunteers, representatives, attorneys, or consultants, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Section 5.11 Cooperation. Each Party agrees to cooperate with the other in this transaction and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

Section 5.12 Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 5.13 Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

Section 5.14 No Third-party Beneficiaries. There are no third-party beneficiaries to this Agreement.

Section 5.15 Interpretation. The captions preceding the sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement. Provisions in this Agreement relating to number of days shall be calendar days. Use of the word "including" means "including, without limitation." As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The recitals to this Agreement and all exhibits attached hereto are incorporated by reference, as though fully restated herein.

Section 5.16 Time of Essence. Time is of the essence with respect to all obligations of Developer under this Agreement.

Section 5.17 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City unless specifically provided otherwise or the context should require otherwise.

Section 5.18 Attorneys' Fees. In the event that either Party to this Agreement brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief or for an alleged breach or default of this Agreement, or in any other action arising out of this Agreement or the transactions contemplated by this Agreement, the predominantly prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

Section 5.19 Land Use Entitlements and Permits. The execution of this Agreement does not constitute the grant of any required land use entitlement or permit, and all land use entitlements and permits contemplated by this Agreement and required from the City, shall be granted, denied, or conditionally granted in accordance with the City's established procedures and in compliance with all applicable laws, rules, regulations and requirements including but not limited to the requirements of CEQA and the CEQA Guidelines. Notwithstanding any language in this Agreement that may be construed to the contrary, the City retains its full discretion to grant, deny or conditionally grant any and all entitlements or permits sought by Developer for the Development, and such discretion includes but is not limited to the discretion to exercise its independent judgment and impose on such approvals all mitigation measures and conditions that City determines are required or appropriate under CEQA and the CEQA Guidelines. No action by Developer or the City with reference to this Agreement shall be deemed a representation or warranty to Developer, or to any other person or entity, that the City will issue or approve any entitlements or permits, nor constitute a waiver of any state or City requirements that are applicable to the Development.

[*SIGNATURES ON THE FOLLOWING PAGE.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF MARINA, a municipal corporation

By: _____
Layne Long, City Manager

UNSTOPPABLE AUTOMOTIVE MBMCA LLC,
a California limited liability company

By: _____
Garth Blumenthal, Manager

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

CONCEPT DESIGN

EXHIBIT C

ECONOMIC IMPACT ANALYSIS

CITY OF MARINA
ECONOMIC DEVELOPMENT SUBSIDY REPORT PURSUANT TO GOVERNMENT CODE SECTION 53803 (AB 562 REPORT)

MARINA CITY COUNCIL PUBLIC HEARING
MAY 20, 2025

Legislative Intent

With the adoption of Assembly Bill 562 in 2013, now codified as California Government Code Section 53083, the California Legislature recognized the authority of local officials to use their regulatory powers, direct spending, and tax policies to influence where, when, and how the private sector invests capital and improves real property. The Legislature also intended to promote transparency and accountability in economic development subsidies, similar to annual financial reporting and local fiscal decisions. The legislation requires that subsidies to local businesses in the amount of $100,000 or more – those intended to increase employment, enhance the local tax base, and attract or retain desirable businesses – be detailed in a written report and placed on an agenda for a public hearing at a regularly scheduled meeting. The City of Marina has determined that the development of the proposed Mercedes-Benz automobile dealership in Marina will provide substantial fiscal and economic benefits to Marina and the broader region, including sales tax revenues and new jobs. It will enhance the City's position as a regional retail and commercial destination and will serve as a catalyst for additional new development. Because of these benefits and the consideration that the cost of developing the new dealership consistent with the manufacturer's standards will exceed the amount that the dealership's owner can reasonably be expected to recover from the operation of the dealership, the City intends to provide a financial subsidy to the owner of the dealership. The terms of the tax sharing agreement are detailed in the proposed "Sales Tax Revenue Sharing Agreement" between the City of Marina ("City") and the owner of the dealership (Developer). This report is intended to satisfy the requirements of Government Code 53083, and is being made available to the public prior to consideration of the proposed Agreement and authorization of the economic development subsidy.

Legal Requirements

In accordance with Government Code Section 53083, the following elements must be addressed in written form, and be made available to the public (including posting on the City's website) prior to the approval of the proposed economic development subsidy:

1) The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.

2) The start and end dates and schedule, if applicable, for the economic development subsidy.
3) A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.
4) A statement of the public purposes for the economic development subsidy.
5) Projected tax revenue to the local agency as a result of the economic development subsidy.
6) Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

Proposed Agreement

The City of Marina, in an effort to generate additional sales tax revenue, create additional local jobs, and enhance economic vitality, proposes to provide the type of subsidy included in Government Code Section 53083. The City and Developer intend to enter into a Sales Tax Revenue Sharing Agreement (Agreement). Under the terms of the Agreement, the Developer will purchase a development site within the Dunes project at the former Fort on which it will develop an approximate 60,000 square foot Dealership in accordance with all design and quality requirements stipulated by Mercedes Benz USA. Under the terms of the Agreement, the payment of the subsidy to the Developer is conditioned on

1. The Developer will privately fund all development costs including City building permit and development impact fees and provide documentation demonstrating that expended development costs exceed $40 million; and
2. The Developer shall commence construction of the Dealership by no later than January 1, 206, and subject to Force Majeure, complete construction no later than fifteen (15) months after commencement.

The City will provide an “Annual Subsidy” to the Developer equal to 50% of the actual amount of annual sales tax revenues that the City receives from the application of the 1% Bradley-Burns Uniform Local Sales Tax Rate (“1% Sale Tax”) to the actual annual amount of taxable sales that the Dealership generates until the earlier of: a) the last day of the Dealership’s fifth 12-month operating year; or 3) the Agreement terminates due to non-performance terms provided in the Agreement.

Financial Feasibility Analysis and Project’s Need for a Subsidy

While not required by California Government Code Section 53083, the amount of the City subsidy has been determined based on an analysis of the development economics of the

Marina Dealership, including the cost to develop the new 59,000 square foot facility, annual debt service costs, projected sales volume of the Dealership, and the automobile industry standard relationship between debt service costs and dealership sales volume for luxury dealerships. The cost to develop the Dealership is anticipated to exceed $40 million, which is unusually high due to the impact fees and prevailing wage requirements for all development of the former Fort Ord and the high design standards required by Mercedes-Benz of USA. Without the subsidy from the City, the cost of developing the Dealership exceeds the amount that the Developer can reasonably expect to recover from the operation of the Dealership. The tax sharing subsidy has been sized to effectively reduce debt service costs, so that the Dealership's debt service costs as a percent of revenues is more aligned with the industry standard for automobile dealerships in the United States.

1. ***The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy.***

   The Agreement is with Unstoppable Automotive MBMCA LLC, which is the sole beneficiary of the economic development subsidy.

   Unstoppable Automotive MBMCA LLC
   40910 Temecula Center Drive
   Temecula, CA 92591

2. ***The start and end dates and schedule, if applicable, for the economic development subsidy.***

   Annual Subsidy payments from the City to the Developer will commence on the first October 1st following the first Fiscal Year in which the Dealership opens and end on the October 1st immediately following the fifth anniversary of the opening of the dealership.

3. ***A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.***

   The economic development subsidy shall be in the form of the City sharing 50% of the amount sales tax revenue that the City actually receives from the application of the 1% Tax Rate to the actual amount of taxable sales generated by the Dealership over a term of five (5) consecutive 12-month operating years. Based on the projection of taxable sales to be generated by the Dealership over the first five (5) operating years, the City estimates that Annual Subsidy payments to the Developer will total approximately $3.48 million over the term of the Agreement.

	Projected Subsidy/Sales Tax Revenue Sharing Payment from City to Developer
1st 12-month Operating Year	$468,000
2nd Operating Year	$562,000
3rd Operating Year	$674,000
4th Operating Year	$809,000
5th Operating Year	$970,000
Cumulative 5-Yr. Total	$3,482,000

4. ***A statement of the public purposes for the economic development subsidy*.**

The proposed Agreement is consistent with City's economic development goals and objectives. Specifically, the following public purposes are achieved:

- The City has determined that the Dealership is an important catalyst for the continued development of the Dunes Project and that the Dealership will provide substantial direct and indirect benefits to the City and economic opportunities, including sales tax revenues, increased property tax revenues, and increased jobs in the region. It will enhance the City's position as a regional retail and commercial destination and serve as a catalyst for additional retail and commercial development.

- The tax revenues to be generated by the Dealership to the City will be used to fund City services, from public safety to operating recreational facilities and programs.

- The Dealership will diversify the City of Marina's economic base by being the City's first automobile dealership to sell new vehicles. The Dealership will sell and provide service for Mercedes-Benz ICE passenger cars, EQ electric vehicles, Sprinter ICE commercial vans, and E-Sprinter electric commercial vans. The dealership will also be one of only 50 Mercedes-Benz dealerships in the Country that will receive an allocation of Mercedes-Benz AMG model vehicles. By being the first luxury automotive franchise in Marina, it also has the potential to attract other luxury franchises and new businesses to Marina.

- The Dealership will bring clients to Marina from a large geographic area, extending from Santa Cruz to the North, Fresno to the East, and Carmel to the South. The customers will be introduced to Marina's world-class recreational areas as well as shopping and dining opportunities and new residential offerings at the Dunes.

5. *The projected tax revenue to the local agency as a result of the economic development subsidy.*

The dealership will generate significant annual tax revenue to the City of Marina. As shown in the following chart, total taxable revenues to be directly generated by the Dealership are anticipated to total $882,000 during the first operating year and increase to $1.76 million by the fifth operating year. Cumulate tax revenues generated during the Dealership's first five operating years to the City of Marina net of the subsidy payments to the Developer are estimated to total $6.42 million.

Projected Tax Revenues to be Generated by Mercedes-Benz Dealership to the City of Marina

12-Month Operating Year of Dealership	1% Base Sales Tax Levy (Apply to Total Taxable Sales), Net of 50% share to Developer	Measure N 1.5% Tax (Apply to Parts Sales)	Gross Receipts Tax (.2% of Gross Receipts)	VLF Property Tax Revenue	Total New Annual Direct City Tax Revenues
1st Year	$468,000	$145,000	$203,000	$66,000	**$882,000**
2nd Year	$562,000	$174,000	$244,000	$67,000	**$1,047,000**
3rd Year	$674,000	$209,000	$293,000	$69,000	**$1,245,000**
4th Year	$809,000	$251,000	$352,000	$70,000	**$1,482,000**
5th Year	$970,000	$301,000	$422,000	$71,000	**$1,764,000**
Cumulative 5-Year Total	$3,483,000	$1,080,000	$1,514,000	$343,000	**$6,420,000**

Marina's 1.5% Measure N Tax will also apply to the sale of automobiles. However, this tax revenue is received by the buyer's jurisdiction of residence. Given that Marina represents a relatively small fraction of the population within the Dealership's trade area, for purposes of this analysis, no Measure N revenues from the sale of automobiles have been included in the calculation of projection tax revenues to Marina.

The Dealership's sales are also anticipated to increase the City's share of the County-wide pool of sales/use tax revenue generated by on-line sales. It is estimated that Marina could annually receive an additional $100,000 to over $300,000 of revenue from the Count-pool of sales/use tax. The actual amount to be generated will be driven by several factors, including the size of the County-wide pool of tax revenue and the relative amount of taxable sales generated by each jurisdiction within the County.

6. *The estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.*

The Dealership anticipates employing 80 full-time employees during the first operating year and increasing employment annually as sales grow; the Dealership expects to employ over 150 full-time employees by its fifth operating year due to the projected increase in sales volumes.

May 15, 2025 Item No: **13b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL TO RECEIVE A PRESENTATION REGARDING THE STATUS OF THE CITY'S CITY-WIDE INCIDENTAL TAKE PERMIT (ITP) FOR MONTEREY GILIA AND FORT ORD HABITAT MANAGEMENT PLAN COMPLIANCE PROJECTS FROM DENISE DUFFY AND ASSOCIATES, INC., PROVIDE INPUT ON A CONCEPTUAL REALIGNMENT OF THE PROPOSED DEL MONTE BOULEVARD/2ND AVENUE EXTENSION, TO CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING CHANGE ORDERS TO AMEND THE EXISTING PROJECT AGREEMENTS TO EXTEND THE TIMEFRAME FOR BOTH CONTRACTS AND INCLUDE ADDITIONAL SERVICES IN THE ITP CONTRACT, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

REQUEST:

It is requested that the City Council consider:

1. Receiving a presentation regarding the status of the City's City-Wide Incidental Take Permit (ITP) for Monterey Gilia and Fort Ord Habitat Management Plan Compliance Projects.
2. Providing input on a conceptual realignment of the proposed Del Monte Boulevard/2nd Avenue Extension.
3. Adopting Resolution No. 2025- , approving change orders to amend the existing project agreements with Denise Duffy & Associates, Inc. to extend the timeframe for both contracts and include additional services in the ITP contract, and authorizing the Finance Director to make necessary accounting and budgetary entries, and authorizing the City Manager to execute the agreements on behalf of the city, subject to final review and approval by the City Attorney.

BACKGROUND:

Fort Ord Habitat Management Plan Compliance

The U.S. Army's decision to close and dispose of the Fort Ord military base was considered a major federal action that could affect listed species under the federal Endangered Species Act (ESA). In 1993, the U.S. Fish and Wildlife Service (USFWS) issued a Biological Opinion (BO) on the disposal and reuse of former Fort Ord requiring that a Habitat Management Plan be developed and implemented to reduce the incidental take of listed species and loss of habitat that supports these species. As a result, the U.S. Army prepared the *Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord, California* (HMP) in 1997. The Fort Ord Reuse Authority (FORA) was in the process of preparing a Fort Ord Habitat Conservation Plan (HCP) to support the issuance of base-wide incidental take permits, which incorporated the habitat requirements of the HMP. However, the base-wide permitting effort was discontinued, and the

Fort Ord HCP is no longer proposed. As a result, the Service requested that the local jurisdictions initiate the steps necessary to comply with the approved HMP. The City is responsible for four Habitat Management Areas (HMAs), including the Salinas River, Airport, Northwest Corner, and Landfill HMAs. In accordance with the requirements described in the HMP and the deed restrictions for the parcels, a Resource Management Plan (RMP) must be prepared and implemented.

On December 15, 2020, the City Council adopted Resolution No. 2020-157 approving an Agreement with Denise Duffy & Associates, Inc. (DD&A) to provide biological consulting services to develop an RMP. The RMP will bring the City into compliance with deed restrictions and federal agency requirements to manage the City's HMAs to mitigate for development on former Fort Ord.

On April 6, 2021, the City Council adopted Resolution No. 2021-26 approving Amendment No. 1 to the DD&A Agreement, which provided for focused botanical surveys within the four habitat management areas to better inform management recommendations from the initial scope of work.

At the City Council meeting on December 17, 2024, DD&A presented an update on the status of this project, including an updated timeline for completion.

City-Wide Incidental Take Permit for Monterey Gilia

The City currently owns a number of parcels on the former Fort Ord that were deeded to the City by the U.S. Army as economic conveyances in the closure of the former base that allow for development for commercial/residential purposes, which are known or have the potential to support occurrences of Monterey gilia (*Gilia tenuiflora* spp. *arenaria*). Monterey gilia is a threatened species listed under the California Endangered Species Act (CESA) and an endangered species listed under the federal Endangered Species Act (ESA). Impacts to this plant species from potential future development activities in these parcels would require an Incidental Take Permit (ITP) in accordance with Section 2081(b) of the CESA.

Therefore, on December 15, 2020, the City Council adopted Resolution No. 2020-157 approving an agreement with DD&A to provide biological consulting services to assist the City in acquiring a City-Wide ITP from the California Department of Fish and Wildlife (CDFW) to authorize the incidental take of Monterey gilia that may result from the implementation of future planned development on City lands on the former Fort Ord.

On April 6, 2021, the City Council adopted Resolution No. 2021-26 approving Amendment No. 1 to the DD&A Agreement, which provided for additional surveys for this species.

On December 7, 2021, the City Council held an informational and public input session regarding the prioritization of conservation and development areas to inform the mitigation strategy for the City-Wide ITP for Monterey gilia. The City Council requested that options be prepared and brought back to the council and public for discussion. In response to that request, City staff and DD&A held an in-person community workshop presenting the data and various options to the public and held a study session at a special City Council meeting on December 11 and 13, 2022, respectively. The public and City Council supported focusing development opportunities within the Airport Business Park Area, Future Cypress Knolls Development Area, and Marina Northwest Corner HMA for the Del Monte Boulevard Extension and focusing conservation within the remaining study areas, as shown in **"EXHIBIT A"**.

At the City Council meeting on December 17, 2024, DD&A presented an update on the status of this project, including recent input from the resource agencies and an updated timeline for completion.

ANALYSIS:

Change Order No. 2 to the Agreement for Biological Consulting Services for Fort Ord Habitat Management Plan Compliance

As described above, the City is required to develop a RMP to identify the habitat management activities required in the four HMAs within the City's jurisdiction. The development of the RMP has taken more time than anticipated. The Agreement with DD&A expired on June 30, 2022, and needs to be extended until June 30, 2027, to complete the work. Therefore, Change Order No. 2 to the Agreement for Biological Consulting Services for Fort Ord HMP Compliance is proposed to extend the agreement until June 30, 2027, as shown in **"EXHIBIT B"** to the attached Resolution.

Change Order No. 2 to the Agreement for City-Wide Incidental Take Permit for Monterey Gilia

As described above, the City will need to acquire an ITP from CDFW to authorize the incidental take of Monterey gilia that would result from future development projects on City lands in the former Fort Ord, as shown in **"EXHIBIT A."** DD&A is requesting a second amendment to the Agreement with the City to:

- extend the expiration of the contract,
- correct a clerical error related to the total budget stated in Amendment No. 1 issued April 9, 2021, and
- increase the budget to include additional tasks.

Extend Contract

Through efforts in Task 1, it became evident that additional tasks were necessary to adequately complete the work efforts identified in the task, and as a result, Task 1 has taken more time than anticipated. The Agreement with DD&A expired on June 30, 2022, and needs to be extended until June 30, 2027, to complete the work. Therefore, Change Order No. 2 to the Agreement for City-Wide ITP is proposed to extend the agreement until June 30, 2027, as shown in **"EXHIBIT C"** to the attached Resolution.

Correct Budget Total in Amendment No. 1

Amendment No. 1 was issued on April 9, 2021, and authorized DD&A to complete additional surveys for Monterey gilia for a not-to-exceed cost of $10,000. However, the amount of the contracted budget was stated incorrectly in the staff report and the amendment. The approved budget for the contract is $48,944.50 (as approved by City Council on December 15, 2020, and agreement executed on December 18, 2020, per Resolution 2020-157). Amendment No. 1 incorrectly states that the approved budget is $28,989 (which was the draft total budget prior to Council requesting additional tasks at the December 15, 2020, meeting). Therefore, Amendment No. 1 should be corrected to state the accurate total budget of $58,944.50, as shown in **"EXHIBIT C"** to the attached Resolution.

Additional Tasks

As described above, additional tasks were identified as necessary and completed during Task 1, which were out-of-scope, and the City authorized DD&A to utilize the existing budget to complete them. The additional out-of-scope tasks are detailed in **"EXHIBIT C"** to the attached Resolution.

DD&A exhausted the existing budget completing these tasks. Therefore, DD&A is requesting an amendment to complete the tasks identified in the Agreement, and proposing to include additional species in the ITP per the recommendations of the resource agencies. As a result, the identified tasks will require more effort, as well as more public participation. The additional work proposed is summarized below and detailed in **"EXHIBIT C"** to the attached Resolution.

Task 1. Mitigation Strategy Proposal
This task will be augmented to include the following additional species:

- burrowing owl (*Athene cunicularia*), candidate species for listing under CESA
- Crotch bumble bee (*Bombus crotchii*, CBB), candidate species for listing under CESA
- western bumble bee (*Bombus occidentalis,* WBB), candidate species for listing under CESA
- seaside bird's-beak (*Cordylanthus rigidus* ssp. *littoralis*), state endangered species

Including these additional species will require developing mitigation strategies for each species, public outreach, and meetings.

In addition, this task will include conducting a site assessment in accordance with the "Interim Guidance on Site Assessment and Field Surveys for Determining Presence or a Negative Finding of the California Tiger Salamander" issued by the USFWS and CDFW in October 2003. California tiger salamander (*Ambystoma californiense*, CTS) is a federal threatened species and state threatened species. If it is determined that CTS has the potential to occur on City-owned lands within the former Fort Ord, the City may be required to obtain a federal and state ITP for impacts to this species. If it is determined a federal and state ITP will be required, an amendment to the Agreement will be requested for the additional work.

DD&A will continue the coordination effort and analysis related to the potential realignment of Del Monte Boulevard/2nd Avenue Extension, FORTAG, and General Plan 2045 Update.

This task will include additional City, resource agency, community, and City Council meetings.

Task 2. Prepare ITP Application
This task will be augmented to include the additional species identified in Task 1 in the ITP application and additional City, resource agency, community, and City Council meetings.

Task 3. ITP Conditions
This task will be augmented to include the additional species identified in Task 1 in the ITP application and additional City, resource agency, community, and City Council meetings.

Task 4. City Council Meetings
In addition to the City Council meetings proposed during Tasks 1-3, this task will be augmented to include two additional City Council meetings.

The current cost of the Agreement for the City-Wide Section 2081 ITP cost is $58,944.50 (as corrected). The increased contract cost of these services is estimated not to exceed $156,150.50. The proposed revised scope of work and budget contained in **"Exhibit C"** would supersede the existing Agreement.

FISCAL IMPACT:

When FORA closed its doors on June 30, 2020, funding that had been dedicated to habitat conservation planning efforts were divided and transferred to the land use jurisdictions with HMP responsibilities. Fund 223 currently contains a balance of approximately $1,300,000.

The Change Order No. 1 to this Agreement contained in **"EXHIBIT A"** includes a not-to-exceed additional $18,500, bringing the total contact cost to $222,670. Therefore, Fund 223 has adequate funding capacity to cover the estimated contract costs

The Agreement for Professional Services to assist the City in acquiring an ITP in compliance with Section 2081 ITP, including Change Order No. 1, was approved with an appropriation of $58,944.50 (as corrected) from Fund 223. The Change Order No. 2 to this Agreement contained in **"EXHIBIT C"** includes a not-to-exceed additional amount of $156,150.50, bringing the total contact cost to $215,095. Also appropriated in Resolution No. 2020-157 was funds for a CDFW ITP Application fee of $32,669.75. However, the fee has increased and assuming application submittal occurs in 2025, the current fee is $47,012.50. Total project costs, including Change Order No. 2 and CDFW fee is $262,107.50.

With the Fund 223 balance of approximately $1,300,000, there are sufficient funds to appropriate to this project. Should there be additional costs necessary, staff will return to the City Council to request further spending authorization.

There are no fiscal impacts associated with Change Order No 2. to the Agreement for Biological Consulting Services for Fort Ord Habitat Management Plan Compliance as it only involves a contract extension.

CONCLUSION:

This request is submitted for the City Council consideration and approval.

Respectfully submitted,

_____

Guido Persicone, AICP
Community Development Director
City of Marina

REVIEWED/CONCUR:

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING CHANGE ORDERS TO AMEND THE EXISTING PROJECT AGREEMENTS TO EXTEND THE TIMEFRAME FOR BOTH CONTRACTS AND INCLUDE ADDITIONAL SERVICES IN THE ITP CONTRACT, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the U.S. Army's decision to close and dispose of the Fort Ord military base was considered a major federal action that could affect listed species under the federal Endangered Species Act (ESA). In 1993, the U.S. Fish and Wildlife Service (USFWS) issued a biological opinion in accordance with Section 7 of the ESA requiring that a habitat management plan be developed and implemented to reduce the incidental take of listed species and loss of habitat that supports these species. The Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord (HMP) was prepared to assess impacts on vegetation and wildlife resources, and provide mitigation for their loss associated with the remediation, disposal, and reuse of former Fort Ord; and,

WHEREAS, with the closure of FORA the City is responsible for four Habitat Management Areas (HMAs) including the Salinas River, Airport, Northwest Corner, and Landfill HMAs. In accordance with the requirements described in the Fort Ord HMP and the deed restrictions for the parcels, a Resource Management Plan (RMP) must be prepared and implemented by the City; and,

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 2020-157 approving Agreements with Denise Duffy & Associates (DD&A), Inc to provide biological consulting services to develop an RMP and to assist the city in acquiring a city-wide incidental take permit to mitigate for future planned development; and,

WHEREAS, on April 6, 2021, the City Council adopted Resolution No. 2020-26 approving change orders to each Agreement for additional biological services;

WHEREAS, to facilitate the completion of the Agreements, Denise Duffy & Associates (DD&A), Inc. has provided Change Order No. 2 to the Agreement for Biological Consulting Services for Fort Ord HMP Compliance included in **"EXHIBIT B"**, and Change Order No. 2 to the Agreement for City-Wide Section 2081 ITP included in **"EXHIBIT C"**; and,

WHEREAS, Change Order No. 2 to the Agreement for City-Wide Section 2081 ITP includes a not-to-exceed additional amount of $156,150.50, bringing the total contact cost to $215,095, which has been allocated from Fund 223.

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

1. Adopting Resolution No. 2025- , approving change orders to amend the existing Agreements to extend the timeframe for both contracts and include additional services in the ITP contract, and to assist the city in acquiring a city-wide incidental take permit included in, and authorizing the Finance Director to make necessary accounting and budgetary entries, and authorizing the City Manager to execute the agreements 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 20th day of May 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

EXHIBIT A

- Former Fort Ord Boundary
- City of Marina Limits
- Habitat Management Area (HMA)
- Army Parcels

Monterey Gilia Occurrences in HMAs and Potential Future Development Areas

2006-2021 DD&A Survey Results

- Monterey Gilia Individuals
- Monterey Gilia Populations

2017-2021 F. Watson Lab Survey Results

- Monterey Gilia Individuals

- 50 ft Buffer of Monterey Gilia Occurrences
- Potential Development Envelopes (346.5 ac)

Potential Future Development Areas

- 8th Street North Area
- 8th Street South Area
- Airport Business Park Area
- Future Cypress Knolls Development Area
- Preston Park Area
- Salinas/Reservation Road Area
- Airport Master Plan Area

0 0.25 0.5 1 Mile

N

Marina Airport HMA

Salinas River HMA

Marina Northwest Corner HMA

Landfill HMA

25.5 ac
1200 plants

99.3 ac
2824 plants

11.6 ac
0 plants

9.4 ac
2 plants

162.8 ac
309 plants

11.2 ac
0 plants

9.1 ac
41 plants

10.7 ac
51 plants

7.0 ac
21 plants

Del Monte Blvd
Carmel Ave
Reservation Rd
California Ave
Abrams Dr
Imjin Pkwy
Inter-Garrison Rd
Cooper Rd
Blanco Rd
1

Monterey Gilia Occurrences - Airport, Cypress Knolls, and Del Monte Extension Development Scenario

Date	Scale	Figure
8/18/2022	1 in = 2,000 ft	2c

Denise Duffy & Associates, Inc.
Planning and Environmental Consulting

Path: D:\GIS\GIS_Projects\2021-03 City of Marina ITP\Map Products\Fig 2c - Monterey Gilia Airport DMB Development Scenario 8-18-22.mxd

EXHIBIT B

Change Order No. 2
City of Marina
Biological Consulting Services for Fort Ord HMP Compliance
Amendment to Agreement

To: Layne Long, City Manager, City of Marina **Date:** May 15, 2025

From: Erin Harwayne, AICP, DD&A

Ref: **Biological Consulting Services for Fort Ord HMP Compliance**

Denise Duffy & Associates, Inc. (DD&A) is contracted with the City of Marina (City) for the above-referenced project. The development of the Resource Management Plan has required more time than anticipated. The agreement expired on June 30, 2022. Therefore, this document requests an extension of the agreement until June 30, 2027.

If this amendment is accepted, DD&A will commence services once DD&A receives the signed authorization from the City. All other terms and conditions of the original agreement shall remain unchanged.

Submitted by: Denise Duffy 5/15/2025

DD&A Principal Date

Accepted by: _____

City of Marina Date

EXHIBIT C

Change Order No. 2
City of Marina
City-Wide Section 2081 ITP
Amendment to Agreement

To: Layne Long, City Manager, City of Marina **Date:** May 15, 2025

From: Erin Harwayne, AICP, DD&A

Ref: **City-Wide Section 2081 ITP**

INTRODUCTION

Denise Duffy & Associates, Inc. (DD&A) is contracted with the City of Marina (City) for the above-referenced project. DD&A is requesting a second amendment to our agreement with the City to:

- extend the expiration of the contract,
- correct a clerical error related to the total budget stated in Change Order No. 1 issued April 9, 2021, and
- increase the budget to include additional services.

The details of the requested amendment are provided below. If this amendment is accepted, DD&A will commence services once DD&A receives the signed authorization from the City. All other terms and conditions of the original agreement shall remain unchanged.

AMENDMENT REQUEST

Extend Contract
Through efforts in Task 1, it became evident that additional tasks were necessary to adequately complete the work efforts identified in the task, and as a result, Task 1 has taken more time than anticipated. The agreement expired on June 30, 2022. Therefore, this document requests an extension of the agreement until June 30, 2027.

Correct Budget Total in Change Order No. 1
Change Order No. 1 was issued on April 9, 2021, and authorized DD&A to complete additional surveys for Monterey gilia for a not-to-exceed cost of $10,000. However, the amount of the contracted budget was stated incorrectly in the staff report and the amendment. The approved budget for the contract is $48,944.50 (as approved by City Council on December 15, 2020, and agreement executed on December 18, 2020, per Resolution 2020-157). Change Order No. 1 incorrectly states the approved budget is $28,989 (which was the draft budget prior to Council requesting additional tasks at the December 15, 2020, meeting). Therefore, Change Order No. 1 should be corrected to state the accurate total budget of $58,944.50.

Additional Services

Completed Tasks December 2020 to May 2025

During Task 1 of our scope of work, additional out-of-scope tasks were identified to be necessary and completed utilizing the existing budget. The following is a summary of the approved and out-of-scope tasks:

- **Scope:** Identify potential future development areas that contain or may contain Monterey gilia, compile data, prepare draft mitigation strategy, three virtual meetings with City and working group
    - **Additional Out-of-Scope Tasks:**
        - Additional coordination with working group regarding data collection
        - Additional surveys within Marina Northwest Corner, Cypress Knolls, Preston Park, and Marina Equestrian Center (in addition to the surveys authorized by Change Order No. 1)
        - Additional meetings (bi-monthly meetings with City for two years, monthly meetings with CDFW and USFWS)

- **Scope:** Revise draft mitigation strategy incorporating comments from City and working group and resubmit to team for comments (assumes one round of comments)
    - **Additional Out-of-Scope Tasks:**
        - Responded to multiple rounds of comments
        - Additional meetings with City and working group to discuss revisions

- **Scope:** Incorporate comments on the revised draft mitigation strategy and prepare draft proposal to present to public at community workshop (virtual) to solicit input. The City and DD&A held a public information meeting soliciting input on the draft mitigation strategy at City Council meeting (December 7, 2021)
    - **Additional Out-of-Scope Tasks:**
        - In response to Council request, prepared multiple options for the mitigation strategy and presented at community workshop on December 11, 2022, requiring multiple meetings and rounds of comments from City and working group and posterboards and other meeting materials to facilitate in-person meeting
        - Held Study Session at a Special City Council meeting to discuss the options on December 13, 2022
        - Facilitated a public field meeting in April 2023
        - Presented update at City Council in December 2024
        - Participated in General Plan 2045 Update meetings and coordinated with City and consultant team

- **Scope:** Incorporate public comments and submit to CDFW and present at virtual meeting, including two virtual meetings with team and two with CDFW
    - **Additional Out-of-Scope Tasks:**
        - Facilitated an in-person resource agency field meeting in December 2024
        - Facilitated and coordinated 2nd Avenue/Del Monte Blvd Extension Alternative Alignment Study

Proposed Amended Scope of Work

Task 1. Mitigation Strategy Proposal

At the field meeting with the resource agencies in December 2024, the resource agencies strongly encouraged the inclusion of additional listed and candidate species due to their known and potential presence on City-owned lands within the former Fort Ord, including the identified Study Sites. In discussions with City staff, it was determined that it would be beneficial to include additional species in the ITP application to avoid having to undergo the ITP process again in the future. Therefore, this task is amended to include the following listed and candidate species in the ITP process, in addition to Monterey gilia (hereafter referred to as "Covered Species"):

- burrowing owl (*Athene cunicularia*), candidate species for listing under CESA
- Crotch bumble bee (*Bombus crotchii*, CBB), candidate species for listing under CESA
- western bumble bee (*Bombus occidentalis,* WBB), candidate species for listing under CESA
- seaside bird's-beak (*Cordylanthus rigidus* ssp. *littoralis*), state endangered species

In addition, this task will include conducting a site assessment in accordance with the "Interim Guidance on Site Assessment and Field Surveys for Determining Presence or a Negative Finding of the California Tiger Salamander" issued by the USFWS and CDFW in October 2003. California tiger salamander (*Ambystoma californiense*, CTS) is a federal threatened species and state threatened species. If it is determined that CTS has the potential to occur on City-owned lands within the former Fort Ord, the City may be required to obtain a federal and state ITP for impacts to this species. If it is determined a federal and state ITP will be required by the resource agencies, an amendment to the Agreement will be requested for the additional work required to add this species to the state ITP as well as obtain a federal ITP.

DD&A will coordinate with the City to identify and define the proposed projects that may result in take of the Covered Species. Based on the data collected to date and description of the proposed projects, DD&A will calculate the anticipated impacts to the Covered Species that may result from project implementation. As part of the impact assessment, DD&A will coordinate with the City and engineers to reassess the potential impacts to Monterey gilia that may result from a realignment of Del Monte Boulevard/2nd Avenue Extension. This scope of work assumes that the alignment will be relocated to minimize impacts to Monterey gilia, as encouraged by the resource agencies.

DD&A will coordinate with the City to prepare a mitigation strategy proposal to present and discuss with the California Department of Fish and Wildlife (CDFW) in order to obtain an ITP in accordance with Section 2081 of the CESA. DD&A will coordinate with local experts in the development of the mitigation strategy. It is important to note that the mitigation strategy for each of the Covered Species may be different, may overlap with other Covered Species, and may involve different options.

First, DD&A will calculate the estimated acreage of impacts to the Covered Species that would be impacted by the proposed projects, identify an appropriate mitigation ratio and strategy, and describe the potential mitigation sites in a brief letter format. This will serve as an administrative draft mitigation strategy. DD&A will submit the administrative draft mitigation strategy to the City and local experts (hereafter "working group") for review and comment. This scope of work assumes that the focused development areas previously identified during public outreach will continue to be the Airport Business Park Area, Future Cypress Knolls Development Area, and Del Monte Boulevard/2nd Avenue Extension (realigned). This scope of work assumes two rounds of comments on the administrative draft mitigation strategy and two virtual meetings.

Second, DD&A will incorporate comments from the City and working group, and submit a draft mitigation strategy to the City and working group for review and comment. This scope of work assumes one round of comments on the draft mitigation strategy and one virtual meeting.

Third, DD&A will then incorporate final comments on the draft mitigation strategy, and prepare a public draft mitigation strategy to present to the public as part of a community workshop with the purpose of soliciting input on the public draft mitigation strategy. DD&A will facilitate the community workshop (assumed to be virtual) and provide all necessary meeting materials, including, but not limited to, agendas, meeting notes, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to the City and working group, as determined necessary, for review and comment prior to the workshop.

Lastly, DD&A will incorporate input from the public and prepare and submit the revised public draft mitigation strategy to the CDFW. The revised public draft mitigation strategy will be presented to CDFW at a virtual meeting for discussion and consideration. DD&A will work closely with the City, working group, and CDFW to respond to information requests and finalize the terms of the mitigation strategy. This task includes an estimated amount of project management time to coordinate with the City, working group, and CDFW.

This task will also include continued coordination related to the potential realignment of Del Monte Boulevard/2nd Avenue Extension, FORTAG, and General Plan 2045 Update. DD&A will coordinate with the City and engineers to prepare a draft and final memorandum describing the Del Monte Boulevard/2nd Avenue Extension Alignment Alternative Analysis completed by Kimley-Horn and recommendations from City Council and public, which will be submitted to the CDFW and U.S. Fish and Wildlife (USFWS). DD&A will participate in two virtual meetings with the Transportation Agency for Monterey County (TAMC) regarding potential mitigation opportunities related to the Fort Ord Regional Trail and Greenway Project. This task also includes participation in the General Plan 2045 Update process as related to biological resources within the City, zoning and land use designations, and policy development, including four virtual meetings.

In addition to the meetings identified above, this task assumes bi-monthly meetings with the City and monthly meetings with CDFW (as well as the USFWS, as determined appropriate) for the duration of this task, which is assumed to be six months. DD&A will facilitate the meetings (assumed to be virtual) and provide all necessary meeting materials, including, but not limited to, agendas, meeting notes, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to the City and working group, as determined necessary, for review and comment prior to the meetings.

This scope of work assumes that the data collected and available to date for all Covered Species will be sufficient to support the issuance of the ITP.

Deliverable(s): Administrative Draft, Draft, Public Draft, and Revised Public Draft Mitigation Strategy; Draft and Final Del Monte Boulevard/2nd Avenue Extension Alignment Alternative Analysis Memorandum; Draft and Final Meeting Materials

Task 2. Prepare ITP Application

Based on the terms of the agreed-upon mitigation strategy, DD&A will work closely with the City, working group, and CDFW to prepare and submit a Section 2081 ITP application. The application will include all the required information, including, but not limited to, a description of the extent of take, proposed measures to minimize and fully mitigate the impacts of the proposed take, proposed plan to monitor compliance with the proposed measures, and a description of the funding sources and level of funding available to implement the proposed measures. The CDFW ITP application will require a Mitigation and Monitoring Plan.

DD&A will coordinate with the City and working group in the development of the application and Mitigation and Monitoring Plan. This task assumes three meetings with the City and working group, and DD&A will facilitate the meetings (assumed to be virtual) and provide all necessary meeting materials, including, but not limited to, agendas,

meeting notes, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to the City and working group, as determined necessary, for review and comment prior to the meetings.

DD&A will incorporate input from the City and working group and prepare and submit an administrative draft application and Mitigation and Monitoring Plan to the City and working group for review and comment. This scope of work assumes two rounds of comments from the City and working group.

DD&A will incorporate comments and prepare a draft application and Mitigation and Monitoring Plan to present to the public as part of a community workshop with the purpose of soliciting input on the documents. DD&A will facilitate the community workshop (assumed to be virtual) and provide all necessary meeting materials, including, but not limited to, agendas, meeting notes, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to the City and working group, as determined necessary, for review and comment prior to the workshop.

DD&A will incorporate input from the public and prepare and submit the final ITP application and Mitigation and Monitoring Plan to the CDFW. The ITP application and Mitigation and Monitoring Plan will be presented to CDFW at a virtual meeting for discussion. DD&A will work closely with the City, working group, and CDFW to respond to information requests and questions to facilitate permit issuance. This task includes an estimated amount of project management time to coordinate with the City, working group, and CDFW. This scope of work assumes that the application will be deemed incomplete twice and supplemental information will be required each time in order to be deemed complete.

In addition to the meetings identified above, this task assumes bi-monthly meetings with the City and monthly meetings with CDFW (as well as the USFWS, as determined appropriate) for the duration of this task, which is assumed to be six months. DD&A will facilitate the meetings (assumed to be virtual) and provide all necessary meeting materials, including, but not limited to, agendas, meeting notes, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to the City and working group, as determined necessary, for review and comment prior to the meetings.

Deliverable: Administrative Draft, Draft, and Final CDFW ITP Application, Mitigation Monitoring Plan, and supporting information, as requested; Draft and Final Meeting Materials

Task 3. ITP Conditions

The ITP issued by CDFW will contain various conditions that will likely be required before the proposed take can occur. These requirements include, but are not limited to, acquisition of mitigation land, conservation of mitigation land in the form of deed restrictions or conservation easement, creation of security and endowment funding, execution of any required agreements, Phase 1 Environmental Site Assessment, preliminary title report(s), policy of title insurance, biological report, and final habitat management plan. The extent of these requirements will vary and depend on whether existing information is sufficient. DD&A will coordinate with the City, working group, and CDFW to identify, compile, and submit all requested documents in a timely manner.

This task assumes bi-monthly meetings with the City and bi-monthly meetings with CDFW (as well as the USFWS, as determined appropriate) for the duration of this task, which is assumed to be six months. DD&A will facilitate the meetings (assumed to be virtual) and provide all necessary meeting materials, including, but not limited to, agendas, meeting notes, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to the City and working group, as determined necessary, for review and comment prior to the meetings.

Deliverables: Various/TBD; Draft and Final Meeting Materials

Task 4. City Council Meetings

In addition to the City Council meetings identified in Tasks 1-3, DD&A will participate in two additional City Council meetings (assumed to be virtual) to provide updates and input on the permit process. DD&A will coordinate with the City to provide all necessary meeting materials, including, but not limited to, staff reports and PowerPoint presentations. DD&A will submit drafts of all requested meeting materials to the City for review and comment prior to the meetings.

Deliverables: Draft and Final Meeting Materials

Budget

DD&A has exhausted the existing budget by completing the tasks identified above (please refer to *Completed Tasks December 2020 to May 2025*). As a result, DD&A is requesting additional budget to complete the ITP process and include the additional services described herein. DD&A will invoice on a time-and-material basis, with an initial not-to-exceed (NTE) amount of $156,150.50, as shown in the attached spreadsheet. The attached budget does not include the application fee. It is assumed the City will be required to pay the maximum total fee due to the cost of the projects and complexity of the ITP, which is $47,012.50.

Schedule

It is anticipated that the scope of work identified above will be completed by June 30, 2027.

Submitted by: Denise Duffy 5/15/2025

DD&A Principal Date

Accepted by: _____

City of Marina Date

DD&A Cost Estimate - City-Wide Section 2081 ITP Change Order No. 2

Task		Principal	Senior Project Manager	Senior Planner/Scientist	Assoc Planner/Scientist	Asst Planner/Scientist	GIS/Computer Specialist	Admin/Editing	Hours Per Task	Expenses	Admin Fee	Cost Per Task
1	**Mitigation Strategy Proposal**	8	60	80	100	140	60	18	466	10	$ 2	**71,211.50**
2	**Prepare ITP Application**	4	40	80	60	48	32	10	274	10	$ 2	**44,019.50**
3	**ITP Conditions**	8	20	40	60	24	12	8	172	10	$ 2	**27,579.50**
4	**City Council Meetings**	8	20	10	10	8	8	20	84		$ -	**13,340.00**
	Total Hours	28	140	210	230	220	112	56	996			
	Hourly Rate	$278.00	$202.00	$185.00	$141.00	$127.00	$145.00	$82.00				
	Total Labor	$ 7,784	$ 28,280	$ 38,850	$ 32,430	$ 27,940	$ 16,240	$ 4,592				**156,150.50**
Total Budget												**156,150.50**

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State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Central Region
1234 East Shaw Avenue
Fresno, California 93710
(559) 243-4005
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director

May 13, 2025

Mayor Bruce Delgado
City of Marina
211 Hillcrest Avenue
Marina, California 93933
bdelgado62@gmail.com

Subject: Del Monte Blvd/Second Street Extension; Impacts on Monterey Gilia; City of Marina City-Wide Incidental Take Permit

Dear Mayor Bruce Delgado and City Council Representatives:

Since November 2024, the City of Marina (City) has met regularly with the California Department of Fish and Wildlife (CDFW) to consult on a "city-wide" California Endangered Species Act (CESA) Incidental Take Permit (ITP) for take of Monterey gilia (*Gilia tenuiflora* ssp. *arenaria*) incidental to the Del Monte Extension, Cypress Knolls, and Airport Business Park projects (collectively, "Project"). There are approximately 16,127 Monterey gilia plants and 55.1 acres of Monterey gilia habitat within the entire City. Of that, the Project would impact approximately 4,333 Monterey gilia plants (26 percent) and 23.8 acres of Monterey gilia habitat (43 percent). Monterey gilia is a plant species listed as threatened under the CESA[1]. This letter is in regard to the proposed Del Monte Extension. CDFW supports an alignment of the proposed roadway that would substantially reduce impacts to Monterey gilia and habitat in the Marina Northwest Corner Habitat Management Area (HMA) as discussed further herein.

The City proposes to construct the Del Monte Extension, a roadway that would connect the north and south regions of the City but would divide the 25.4-acre Marina Northwest Corner HMA which is a primary habitat area for sensitive species and plant communities (see Attachment 1). There are approximately 3,853 Monterey gilia plants and 13.2 acres of Monterey gilia habitat within the Marina Northwest Corner HMA. The Del Monte Extension would impact approximately 1,200 Monterey gilia plants and 5.7 acres of Monterey gilia habitat, approximately 27 percent and 23 percent of the Project's total impacts on Monterey gilia plants and habitat, respectively. In addition to impacts to Monterey gilia, the proposed Del Monte Extension would impact dune shrub, maritime chaparral, Smith's blue butterfly habitat (*Euphilotes enoptes smithi*), Coast wallflower (*Erysimum ammophilum*), Yadon's piperia (*Piperia yadonii*), and Monterey spineflower (*Chorizanthe pungens*) (see Attachment 2). Monterey gilia is a California endemic

[1] The definition of an endangered, threatened, and candidate species for the purposes of CESA are found in Fish and Game Codes sections 2062, 2067, and 2068, respectively. Take of Monterey gilia, or any part or product thereof including seeds is prohibited without prior authorization by CDFW through the issuance of an ITP or other form of authorization (Fish & G. Code, §2081 subd. (b) and (c)).

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species with a range restricted to the Monterey Peninsula. The Monterey gilia population and Monterey gilia habitat in the Marina Northwest Corner HMA are important for maintaining the species within the City and are key components for conserving the species generally. The Del Monte Extension would cause significant impacts to Monterey gilia and Monterey gilia habitat. These impacts would include take of Monterey gilia plants and seeds, permanent removal of Monterey gilia habitat, degradation of adjacent habitat quality (e.g., spread of non-native and invasive plants, erosion, soil loss, pollution, and changes in disturbance patterns), disruption of processes that are critical for Monterey gilia survival and reproduction (e.g., seed germination, growth, reproduction, and seed dispersal), and reduced connectivity between different Monterey gilia populations and areas of both occupied and potentially occupied habitat.

Impacts to Monterey gilia to be authorized by CDFW must be fully mitigated through permanent protection and perpetual management of compensatory habitat (Cal Code Regs., § 783.4; Fish & G. Code, § 2081(b)(1)). CDFW advised the City that it may be difficult to identify sufficient compensatory habitat within the City to fully mitigate the Project's impacts unless the City evaluates whether there are feasible Project alternatives that would substantially reduce impacts to Monterey gilia. Moreover, the Project would have a cumulative impact to Monterey gilia as a whole when considered along with foreseeable impacts from other projects within the City such as the California Avenue Segment of the Fort Ord Regional Trail & Greenway (FORTAG) project (Cal. Code Regs., § 783.2), which also seeks to impact and mitigate for impacts to Monterey gilia within the City. Pursuant to California Code of Regulations section 783.4, CDFW must find that impacts of the take to be authorized in an ITP are minimized and fully mitigated for CDFW to issue an ITP for the Project. For those reasons, CDFW recommended the City consider alternative alignments for the Del Monte Extension that would substantially reduce significant adverse impacts to Monterey gilia. In addition, an alternative alignment may provide habitat creation and/or restoration opportunities in the Marina Northwest Corner HMA as a measure to mitigate Project impacts occurring elsewhere (e.g., Airport Business Park).

On May 5, 2025, CDFW met with Layne Long and Guido Persicone representing the City and was informed that a potential conceptual alternative alignment has been identified for the Del Monte Extension and that the City will consider the alternative in an upcoming City Council meeting on May 20, 2025. **CDFW supports an alternative alignment that would substantially avoid and/or minimize impacts to Monterey gilia and habitat in the Marina Northwest Corner HMA**. CDFW appreciates the City's efforts to consider alternative alignments and would like to acknowledge Layne Long and Guido Persicone for their coordination with CDFW.

CDFW appreciates the City's efforts to comply with CESA, preserve Monterey gilia, and incorporate conservation efforts into the City's development plans. If you have any

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questions relating to this letter, please contact Ruby Kwan-Davis, Senior Environmental Scientist (Specialist), at (805) 748-3624 or Ruby.Kwan-Davis@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Julie Vance
FA83F09FE08945A...

Julie A. Vance
Regional Manager

Attachments: Attachment 1: Marina Northwest Corner HMA Preserve and Roads
Attachment 2: Marina Northwest Corner HMA Rare Plants (Overview)

ec: **California Department of Fish and Wildlife**
Krista Tomlinson, Environmental Program Manager I
Craig Bailey, Senior Environmental Scientist (Supervisory)
Jeremy Pohlman, Senior Environmental (Supervisory)
Jeb Bjerke, Senior Environmental Scientist (Specialist)
Ruby Kwan-Davis, Senior Environmental Scientist (Specialist)
Evelyn Barajas-Perez, Environmental Scientist
Stephanie Manzo, Environmental Scientist

City of Marina
Liesbeth Visscher, District 4, Mayor Pro Tem - councilmember_visscher@cityofmarina.org
Brian McCarthy, District 1 Council Member - bmccarthy@cityofmarina.org
Kathy Y. Biala, District 2 Council Member - kybiala@icloud.com
Jenny McAdams, District 3 Council Member - jmcadams@cityofmarina.org
Layne Long, City Manager - llong@cityofmarina.org
Guido Persicone, Community Development Director - gpersicone@cityofmarina.org

Denise Duffy & Associates, Inc.
Erin Harwayne, Senior Planner/Project Manager - eharwayne@ddaplanning.com
Liz Camilo, Associate Scientist - lcamilo@ddaplanning.com

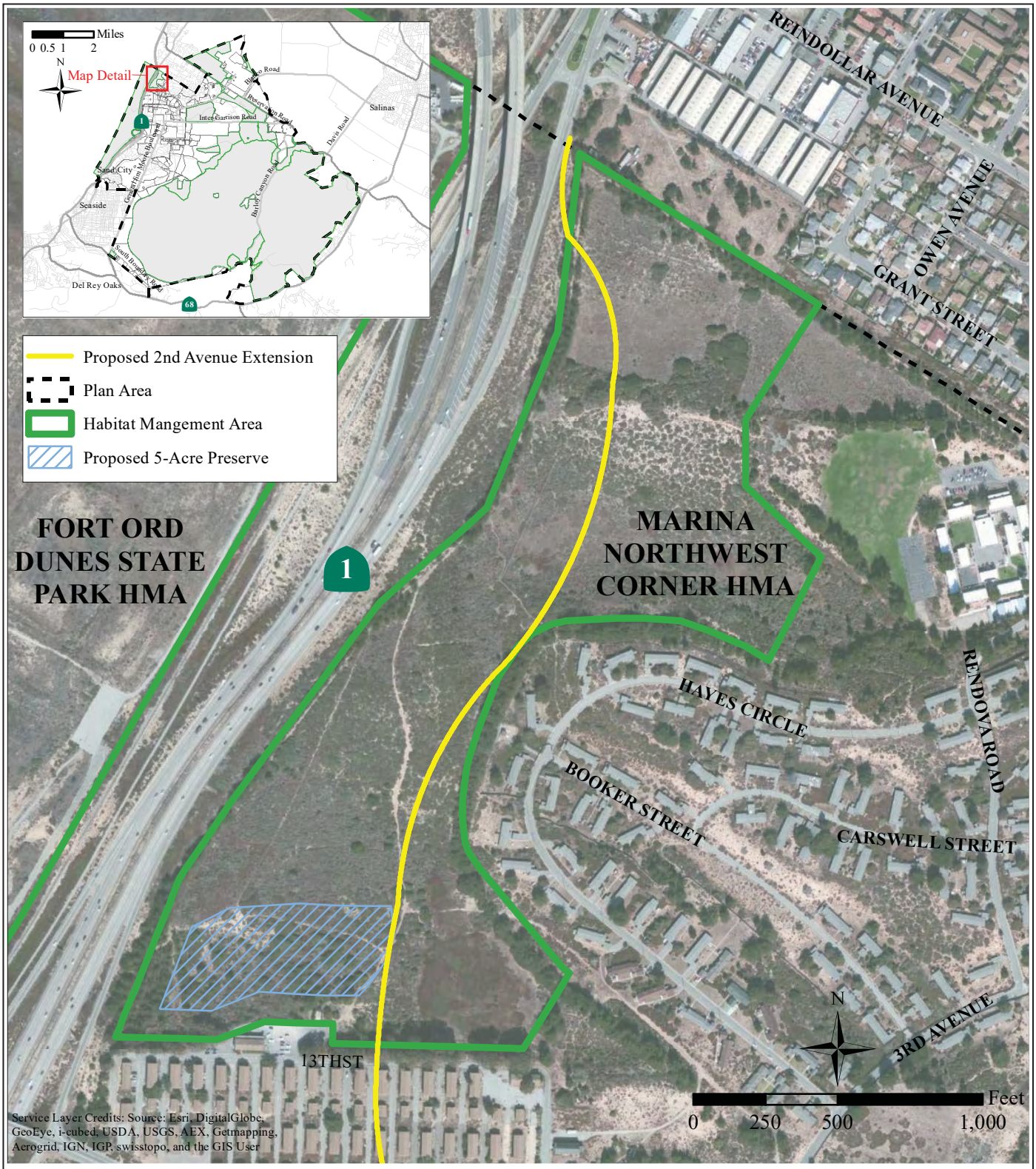
United States Fish and Wildlife Service
Ventura Fish and Wildlife Office, North Coast Division
Cat Darst, Field Supervisor – cat_darst@fws.gov
Mark Ogonowski, Senior Fish and Wildlife Biologist – mark_ogonowski@fws.gov
Karen Sinclair, Biologist – karen_sinclair@fws.gov
Todd Lemein, Botanist – todd_lemein@fws.gov

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Attachment 1

Marina Northwest Corner HM Preserve and Roads

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Graphics ... 00533.07 HCP (4/18/2017) TG

Source: Denise Duffy and Associates

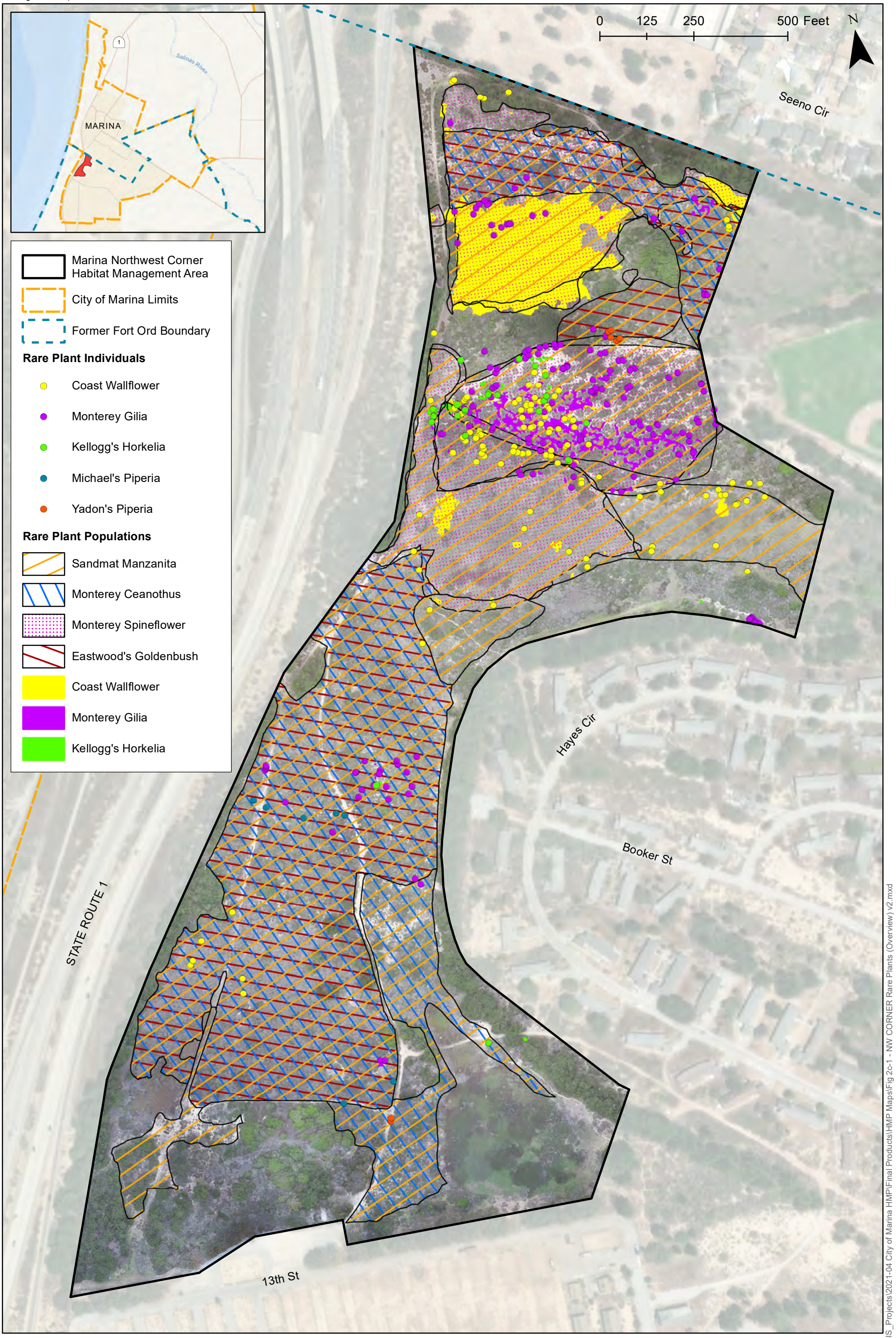
Figure 3-22
NW Corner Preserve and Roads

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Attachment 2

Marina Northwest Corner HMA Rare Plants (Overview)

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Marina Northwest Corner Habitat Management Area Rare Plants (Overview)	Date 8/31/2023 Scale 1 in = 200 ft	Denise Duffy & Associates, Inc. Planning and Environmental Consulting	Figure 2c-1

Path: D:\GIS\GIS_Projects\2021-04 City of Marina HMP\Final Products\HMP Maps\Fig 2c-1 - NW CORNER Rare Plants (Overview) v2.mxd

May 14, 2025 Item No. **13c**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING THE 2025 ENGINEERING AND TRAFFIC SURVEY WITH PROPOSED SPEED LIMIT REVISIONS, AND; AUTHORIZE A BUDGET APPROPRIATION OF $10,000 OF GAS TAX/STREET FUND FOR SIGNS AND SUPPLIES, AND; AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND; CONSIDER INTRODUCING ORDINANCE NO. 2025- FOR FIRST READING BY TITLE ONLY, AND WAIVING FURTHER READING, AMENDING SECTION 10.60.010 "SPEED LIMITS ESTABLISHED" OF CHAPTER 10.60 "SPEED LIMITS" OF TITLE 10 "VEHICLES AND TRAFFIC" OF THE MUNICIPAL CODE TO ADOPT *PRIMA FACIE* SPEED LIMITS PURSUANT TO ENGINEERING AND TRAFFIC SURVEY AND THE CALIFORNIA VEHICLE CODE (CVC)

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2025-, approving the 2025 Engineering and Traffic Survey with recommended speed limits, and;
2. Authorize a budget appropriation of $10,000 of Gas Tax/Street Fund for signs and supplies, and;
3. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
4. Consider introducing Ordinance No. 2025-, for first reading by title only and waive further reading, amending Section 10.60.010 "Speed Limits Established" of Chapter 10.60 "Speed Limits" of Title 10 "Vehicles and Traffic" to adopt *prima facie* speed limits[1] pursuant to an engineering and traffic survey and the California Vehicle Code (CVC).

BACKGROUND:

California Vehicle Code (CVC) section 40802b requires that Engineering and Traffic Surveys for speed limits must be conducted once every five years by governing municipalities.

In order for the speed limit on a collector or arterial street to be enforceable by the Police Department through the use of radar or other electronic device to measure speed, the speed limit must be set in accordance with an Engineering and Traffic Survey. The California Vehicle Code states that if a posted speed limit is not justified by a traffic and engineering survey, the City may not prove a violation of the posted limit by the use of radar or any other electronic device (CVC 40802).

[1] *Prima facie* speed limits, as used in California and some other states, are not absolute limits. A motorist may have a valid defense to exceeding the *prima facie* speed limit if he or she can prove in a court that his or her speed was reasonable and prudent.

On November 20, 2024, the City entered into a Service Agreement with the on-call traffic engineering firm Kimley Horn to conduct and draft an Engineering and Traffic Survey. This Engineering and Traffic Survey (E&TS) is intended to serve as the basis for the establishment and enforcement of speed limits for selected streets within the City of Marina.

At the regular meeting of May 1, 2025 the Public Works Commission received an information update on the 2025 Engineering & Traffic Survey. The Commission passed a 3 to 1 motion to recommend a further reduction of 5 mph for Street #4 (Del Monte – from Reservation to Beach) and to re-evaluate Streets #9 and 10 (Reservation – from Crescent to Salinas) for possibly a third segment between them.

At the regular meeting of May 6, 2025, the City Council adopted Resolution No. 2025-38, 2025-38, approving the 2025 Engineering and Traffic Survey with recommended speed limits; and authorize staff to review comments from the City Council and return the Survey recommendations for final acceptance on May 20, 2025.

ANALYSIS:

Engineering and traffic surveys (E&TS) for speed limits are regularly conducted once every five (5) years by governing municipalities for the purpose of complying with Section 40802(a) of the *California Vehicle Code (CVC)* and the national *Uniform Vehicle Code*. Engineering and traffic surveys may be extended to every seven (7) years if criteria are met, or every ten (10) years if a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred as specified in Section 40802(c) of the *California Vehicle Code (CVC*).

In addition, an engineering and traffic survey should be conducted on newly constructed roadways or roadways where the roadway conditions have significantly changed. The latest Assembly Bill (AB)-43-Traffic Safety would extend the period that a speed limit justified by a traffic and engineering survey conducted more the 7 years ago remains valid, for purposes of speed enforcement, if evaluated by a registered engineer, as specified, to 14 years.

The California Governor's office approved AB 43 on 8 October 2021, which included amendments to Sections 627, 21400, 22352, 22354, 22358, and 40802 of, and to add Sections 22358.6, 22358.7, 22358.8, and 22358.9 to, the California Vehicle Code (CVC), relating to traffic safety.

Previous E&TS study was conducted in the Year 2020 and included 43 roadway segments. This current E&TS study includes a total of 45 roadway segments. The final draft speed limit recommendations for the 45 roadway segments are summarized in "**EXHIBIT A**"**.** The entire report has been attached as "**EXHIBIT B**". To enforce the recommendations in Exhibit A, the City must adopted the revisions to the speed limits into Municipal Code section 10.60.010 "SPEED LIMITS ESTABLISHED".

The comments collected from the Public Works Commission meeting of May 1st and the City Council meeting of May 6th have been compiled and summarized in **"EXHIBIT C"**. It is important to note that the E&TS does not have supporting evidence to lower the recommended speed limits for Segment 44 (Abrams Drive – Imjin Parkway[West] to Preston Drive]) and Segment 45 (Marina Heights Drive – California to Imjin Parkway) from the initial recommended 30 MPH to the requested 25 MPH. Although the City could adopt the lower speed limit into its Municipal Code, the City may have difficulty defending the lower speed limit if it were to be challenged in Court.

FISCAL IMPACT:
The CVC provides that the new speed limit is enforceable when signs are erected giving notice of the new limits. The cost to purchase and install a new speed limit sign is approximately $300 per location and approximately $800 per road marking location. The estimated cost for new speed limit signs and road markings is $10,000.00. Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to appropriate funding from Fiscal Year 2024-25, Gas Tax/Street Funds for signs & supplies.

CONCLUSION:
The adoption of the ordinance shall come back to the City Council at the next schedule meeting. Adoption of the Resolution and ordinance will allow for effective speed enforcement. This request is submitted for City Council consideration and possible action.

Respectfully submitted,

_____
Ismael Hernandez
Public Works Director
City of Marina

_____
Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE 2025 ENGINEERING AND TRAFFIC SURVEY WITH PROPOSED SPEED LIMIT REVISIONS, AND; AUTHORIZE A BUDGET APPROPRIATION OF $10,000 OF GAS TAX/STREET FUND FOR SIGNS AND SUPPLIES, AND; AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND; INTRODUCING ORDINANCE NO. 2025- FOR FIRST READING BY TITLE ONLY, AND WAIVING FURTHER READING, AMENDING SECTION 10.60.010 "SPEED LIMITS ESTABLISHED" OF CHAPTER 10.60 "SPEED LIMITS" OF TITLE 10 "VEHICLES AND TRAFFIC" OF THE MUNICIPAL CODE TO ADOPT PRIMA FACIE SPEED LIMITS PURSUANT TO ENGINEERING AND TRAFFIC SURVEY AND THE CALIFORNIA VEHICLE CODE (CVC)

WHEREAS, California Vehicle Code (CVC) section 40802b requires that Engineering and Traffic Surveys for speed limits must be conducted once every five years by governing municipalities, and;

WHEREAS, in order for the speed limit on a collector or arterial street to be enforceable by the Police Department through the use of radar or other electronic device to measure speed, the speed limit must be set in accordance with an Engineering and Traffic Survey. The California Vehicle Code states that if a posted speed limit is not justified by a traffic and engineering survey, the City may not prove a violation of the posted limit by the use of radar or any other electronic device (CVC 40802), and;

WHEREAS, on November 20, 2024, the City entered into a Service Agreement with the on-call traffic engineering firm Kimley Horn to conduct and draft an Engineering and Traffic Survey. This Engineering and Traffic Survey (E&TS) is intended to serve as the basis for the establishment and enforcement of speed limits for selected streets within the City of Marina, and;

WHEREAS, at the regular meeting of May 1, 2025 the Public Works Commission received an information update on the 2025 Engineering & Traffic Survey. The Commission passed a 3 to 1 motion to recommend a further reduction of 5 mph for Street #4 (Del Monte – from Reservation to Beach) and to re-evaluate Streets #9 and 10 (Reservation – from Crescent to Salinas) for possibly a third segment between them, and;

WHEREAS, at the regular meeting of May 6, 2025, the City Council adopted Resolution No. 2025-38, 2025-38, approving the 2025 Engineering and Traffic Survey with recommended speed limits; and authorize staff to review comments from the City Council and return the Survey recommendations for final acceptance on May 20, 2025, and;

WHEREAS, Engineering and traffic surveys (E&TS) for speed limits are regularly conducted once every five (5) years by governing municipalities for the purpose of complying with Section 40802(a) of the *California Vehicle Code (CVC)* and the national *Uniform Vehicle Code*. Engineering and traffic surveys may be extended to every seven (7) years if criteria are met, or every ten (10) years if a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred as specified in Section 40802(c) of the *California Vehicle Code (CVC*), and;

WHEREAS, in addition, an engineering and traffic survey should be conducted on newly constructed roadways or roadways where the roadway conditions have significantly changed. The latest Assembly Bill (AB)-43-Traffic Safety would extend the period that a speed limit justified by a traffic and engineering survey conducted more the 7 years ago remains valid, for purposes of speed enforcement, if evaluated by a registered engineer, as specified, to 14 years, and;

WHEREAS, the California Governor's office approved AB 43 on 8 October 2021, which included amendments to Sections 627, 21400, 22352, 22354, 22358, and 40802 of, and to add Sections 22358.6, 22358.7, 22358.8, and 22358.9 to, the California Vehicle Code (CVC), relating to traffic safety, and;

WHEREAS, previous E&TS study was conducted in the Year 2020 and included 43 roadway segments. This current E&TS study includes a total of 45 roadway segments. The draft speed limit recommendations for the 45 roadway segments are summarized in "**Exhibit A**"**.** The entire report has been attached as "**Exhibit B**". To enforce the recommendations in Exhibit A, the City must adopted the revisions to the speed limits into Municipal Code section 10.60.010 "SPEED LIMITS ESTABLISHED", and;

WHEREAS, the comments collected from the Public Works Commission meeting of May 1st and the City Council meeting of May 6th have been compiled and summarized in "Exhibit C". It is important to note that the E&TS does not have supporting evidence to lower the recommended speed limits for Segment 44 (Abrams Drive – Imjin Parkway[West] to Preston Drive]) and Segment 45 (Marina Heights Drive – California to Imjin Parkway) from the initial recommended 30 MPH to the requested 25 MPH. Although the City could adopt the lower speed limit into its Municipal Code, the City may have difficulty defending the lower speed limit if it were to be challenged in Court, and;

WHEREAS, the CVC provides that the new speed limit is enforceable when signs are erected giving notice of the new limits. The cost to purchase and install a new speed limit sign is approximately $300 per location and approximately $800 per road marking location. The estimated cost for new speed limit signs and road markings is $10,000.00. Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to appropriate funding from Fiscal Year 2024-25, Gas Tax/Street Funds for signs & supplies, and;

WHEREAS, the adoption of the ordinance shall come back to the City Council at the next schedule meeting. Adoption of the Resolution and ordinance will allow for effective speed enforcement. This request is submitted for City Council consideration and possible action.

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

1. Approve the 2025 Engineering and Traffic Survey with proposed speed limit revisions, and;
2. Authorize a budget appropriation of $10,000 of Gas Tax/Street Fund for signs and supplies, and;
3. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
4. Introducing Ordinance No. 2025-, for first reading by title only and waive further reading, amending Section 10.60.010 "Speed Limits Established" of Chapter 10.60 "Speed Limits" of Title 10 "Vehicles and Traffic" to adopt prima facie speed limits pursuant to an engineering and traffic survey and the California Vehicle Code (CVC).

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on May 20, 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

ORDINANCE NO. 2025-

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING SECTION 10.60.010 "SPEED LIMITS ESTABLISHED" OF CHAPTER 10.60 "SPEED LIMITS" OF TITLE 10 "VEHICLES AND TRAFFIC," OF THE MUNICIPAL CODE TO ADOPT *PRIMA FACIE* SPEED LIMITS PURSUANT TO AN ENGINEERING AND TRAFFIC SURVEY AND THE CALIFORNIA VEHICLE CODE

WHEREAS, California Vehicle Code Sections 22357 and 22358 provide that local entities may declare *prima facie* speed limits of more than 25 miles per hour on City streets on the basis of an engineering and traffic survey; and

WHEREAS, THE California Vehicles Code Section 627 defines an engineering and traffic survey to include consideration of all of the following:

1) Prevailing speeds as determined by traffic engineering measurements;
2) Accident records;
3) Highway, traffic and roadside conditions not readily apparent to the driver; and

WHEREAS, the City of Marina has completed an engineering and traffic survey pursuant to California Vehicle Code Sections 22357 and 22358.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City of Marina is authorized to use radar enforcement of speed limits on local streets pursuant to the *prima facie* speed limits specified in the California Vehicle Code and on other streets if the speed limits established by the City are consistent with the results of an engineering and traffic survey conducted according to the standards set forth in the California Vehicle Code.

SECTION 2. The City Council of the City of Marina finds and declares that an Engineering and Traffic Survey has been completed in full compliance with the requirements of the California Vehicle Code.

SECTION 3 Based on the findings and recommendations of the Engineering and Traffic Survey, all Subsections of Section 10.60.010 entitled "Speed Limits Established" of Title 10, Chapter 10.60, of the Marina Municipal Code are amended, repealing in their entirety and replacing Subsections A through G and adding Subsections H through Y; to read in their entirety as follows:

"A. Reservation Road, as follows:
   1. Thirty-five miles per hour from Dunes Drive to Beach Road;
   2. Thirty miles per hour from Beach Road to Del Monte Blvd;
   3. Thirty-five miles per hour from Del Monte Blvd to Crescent Ave;
   4. Forty miles per hour from Crescent Ave to Salinas Ave;
   5. Fifty miles per hour from Salinas Avenue to Imjin Parkway;
   6. Fifty-five miles per hour from Imjin Parkway to Blanco Road.

B. Del Monte Boulevard, as follows:
   1. Thirty-Five miles per hour from six hundred feet south of Reindollar Avenue to Reservation Road;
   2. Thirty miles per hour from Reservation Road to Beach Road;
   3. Forty miles per hour from Beach Road to Marina Greens Drive.

C. Cardoza Avenue, as follows:
   1. Thirty miles per hour from Reservation Road to the end thereof, which is approximately six hundred feet north of Lakewood Drive.

D. Carmel Avenue, as follows:
   1. Twenty-five miles per hour from Del Monte Boulevard to approximately 300 feet west of Everett Drive;
   2. The prima facie speed limit on Carmel Avenue from approximately 300 feet west of Everett Drive to Bostick Avenue shall be fifteen miles per hour when children are present;
   3. Twenty-five miles per hour from Bostick Avenue to Salinas Avenue.

E. California Avenue, as follows:
   1. Thirty miles per hour from Reservation Road to Carmel Avenue;
   2. Twenty-five miles per hour from Carmel Avenue to Reindollar Avenue;
   3. Forty miles per hour from Reindollar Avenue to Imjin Parkway;
   4. Thirty miles per hour from Imjin Parkway to 8th Street.

F. Crescent Avenue, as follows:
   1. Thirty miles per hour from Carmel Avenue to Reservation Road;
   2. Twenty-five miles per hour from Reservation Road to the end thereof, which is approximately two hundred fifty feet north of Quebrada Del Mar.

G. Beach Road, as follows:
   1. Thirty miles per hour from Reservation Road to Del Monte Boulevard;
   2. Twenty-five miles per hour from Del Monte Boulevard to De Forest Road;
   3. The prima facie speed limit from Begonia Circle to Villa Circle shall be fifteen miles per hour when children are present.

H. 2nd Avenue, as follows:
   1. Forty miles per hour from Divarty Street to 8th Street;
   2. Thirty-five miles per hour from 8th Street to Imjin Parkway.

I. 3rd Avenue, as follows:
   1. Twenty-five miles per hour from 8th Street to Imjin Parkway.

J. 8th Street, as follows:
   1. Twenty-five miles per hour from 2nd Avenue to 3rd Avenue;
   2. Thirty-five miles per hour from 5th Avenue/California Avenue to Inter-Garrison Road.

K. 9th Street, as follows:
   1. Twenty-five miles per hour from 1st Avenue to 2nd Avenue.

L. De Forest Road, as follows:
   1. Thirty miles per hour from Beach Road to Reservation Road.

M. Reindollar Avenue, as follows:
   1. Twenty-five miles per hour from Del Monte Boulevard to California Avenue;
   2. Twenty-five miles per hour from California Avenue to Carmel Avenue.

N. Lake Drive, as follows:
   1. Twenty-five miles per hour from Palm Avenue to Reservation Road.

O. Palm Avenue, as follows:
   1. Twenty-five miles per hour from Lake Drive to Del Monte Boulevard.

P. Salinas Avenue, as follows:
   1. Twenty-five miles per hour from Carmel Avenue to Reservation Road.

Q. Paul Davis Drive, as follows:
   1. Twenty-five miles per hour from Healy Avenue to Marina Greens Drive.

R. Seacrest Avenue, as follows:
   1. Thirty miles per hour from Carmel Avenue to Reservation Road.

S. Sunset Avenue, as follows:
   1. Twenty-five miles per hour from Reindollar Avenue to Carmel Avenue.

T. Vaughan Avenue, as follows:
   1. Twenty-five miles per hour from Reindollar Avenue to Carmel Avenue.

U. Crescent Street, as follows:
   1. The prima facie speed limit from Patton Parkway to Reindollar Avenue shall be twenty-five miles per hour when children are present.

V. Patton Parkway, as follows:
   1. The prima facie speed limit from End (Marina High School) to Crescent Street shall be twenty-five miles per hour when children are present;
   2. Thirty-five miles per hour from Crescent Street to California Avenue.

W. Preston Drive, as follows:
   1. Thirty miles per hour from Abrams Drive to Imjin Parkway.

X. Abrams Drive, as follows:
   1. Thirty miles per hour from Preston Drive to Imjin Parkway (East).
   2. Twenty-five miles per hour from Preston Drive to Imjin Parkway (West).

Y. Imjin Parkway, as follows:
1. Forty-five miles per hour from State Route 1 to California Avenue;
2. Fifty miles per hour from California Avenue to Reservation Road.

Z. Marina Heights Drive, as follows:
1. Twenty-five miles per hour from California Avenue to Imjin Parkway."

SECTION 4. The *prima facie* speed limit for each portion of Reservation Road, Del Monte Boulevard, Cardoza Avenue, Carmel Avenue, California Avenue, Crescent Avenue, Beach Road, 2nd Avenue, 3rd Avenue, 8th Street, 9th Street, De Forest Road, Reindollar Avenue, Lake Drive, Palm Avenue, Salinas Avenue, Paul Davis Drive, Seacrest Avenue, Sunset Avenue, Vaughan Avenue, Crescent Street, Patton Parkway, Preston Drive, Abrams Drive, Imjin Parkway, and Marina Heights Drive set forth in Section 3 hereof, shall be as set forth therein when signs are erected giving notice thereof.

SECTION 5. Any provision of the Marina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to effect the provisions of this Ordinance.

SECTION 6. The City Council hereby declares it would have passed this ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that the provisions of this ordinance are severable and, if for any reason any sentence, paragraph or section of this ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this ordinance.

SECTION 7. This ordinance shall take effect and be in force thirty (30) days from and after its final passage.

SECTION 8. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on May 20, 2025, and was passed and adopted at a regular meeting duly held on June 3, 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

Marina Speed Study - Final Speed Limit Recommendations

EXHIBIT A TO STAFF REPORT

#	Street Name	Segment		Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Initial Recommended Speed Limit (MPH)	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)
		Limit 1	Limit 2									
1	**Imjin Parkway**	**State Route 1**	**California Avenue**	0.83	0.99	No	50	50	50	**Yes**	**45**	**-5**
2	Imjin Parkway	California Avenue	Reservation Road	0.44	1.07	No	25	39.15	N/A (See Note 1)	No	N/A (See Note 1)	
3	**Del Monte Boulevard**	**SR1/Reindollar Avenue**	**Reservation Road**	0.41	0.99	No	40	45.10	40	**Yes**	**35**	**-5**
4	**Del Monte Boulevard**	**Reservation Road**	**Beach Road**	0.00	0.99	No	40	42	35	**Yes**	**30**	**-10**
5	Del Monte Boulevard	Beach Road	Marina Greens Drive	0.00	1.07	No	40	45.15	40	No	40	
6	Reservation Road	Dunes Drive	Beach Road	0.00	1.07	No	35	34	35	No	35	
7	Reservation Road	Beach Road	Del Monte Boulevard	0.46	1.07	No	30	33.15	30	No	30	
8	Reservation Road	Del Monte Boulevard	Crescent Avenue	0.69	0.99	No	35	39	35	No	35	
9	Reservation Road	Crescent Avenue	California Avenue	0.21	0.99	No	40	43	40	No	40	
10	**Reservation Road**	**California Avenue**	**Salinas Avenue**	0.00	0.99	No	45	51	45	No	**40**	**-5**
11	**Reservation Road**	**Salinas Avenue**	**Imjin Parkway**	0.50	1.33	No	55	57	55	No	**50**	**-5**
12	Reservation Road	Imjin Parkway	Blanco Road	0.39	0.99	No	55	60.15	55	No	55	
13	8th Street	2nd Avenue	3rd Avenue	0.00	1.07	No	25	32.60	25	No	25	
14	**8th Street**	**5th Avenue**	**Inter-Garrison Road**	0.00	1.07	No	40	41	35	No	**35**	**-5**
15	**9th Street**	**1st Avenue**	**2nd Avenue**	0.00	1.07	No	30	31	25	No	**25**	**-5**
16	**2nd Avenue**	**Divarty Street**	**8th Street**	0.20	1.07	No	45	46	40	No	**40**	**-5**
17	2nd Avenue	8th Street	Imjin Parkway	0.27	1.07	No	35	36	35	No	35	
18	**Beach Road**	**Reservation Road**	**Del Monte Boulevard**	**2.03**	1.07	**Yes**	35	35	30	No	**30**	**-5**
19	De Forest Road	Beach Road	Reservation Road	**2.09**	1.07	**Yes**	30	36	30	No	30	
20	Crescent Avenue	Quebrada Del Mar	Reservation Road	0.00	1.07	No	25	32	25	No	25	
21	Crescent Avenue	Reservation Road	Carmel Aveneue	0.86	1.07	No	30	36	30	No	30	
22	Cardoza Avenue	Reservation Road	Aaron Way (End)	0.00	1.07	No	30	35	30	No	30	
23	**Beach Road**	**Del Monte Boulevard**	**De Forest Road**	0.00	1.07	No	30	28	25	No	**25**	**-5**
24	California Avenue	Reservation Road	Carmel Aveneue	0.52	1.07	No	30	37	30	No	30	
25	California Avenue	Carmel Avenue	Reindollar Avenue	0.00	1.07	No	25	32	30	No	25	
26	California Avenue	Reindollar Avenue	Imjin Parkway	0.30	1.07	No	40	45	40	No	40	

Marina Speed Study - Final Speed Limit Recommendations

5/14/2025

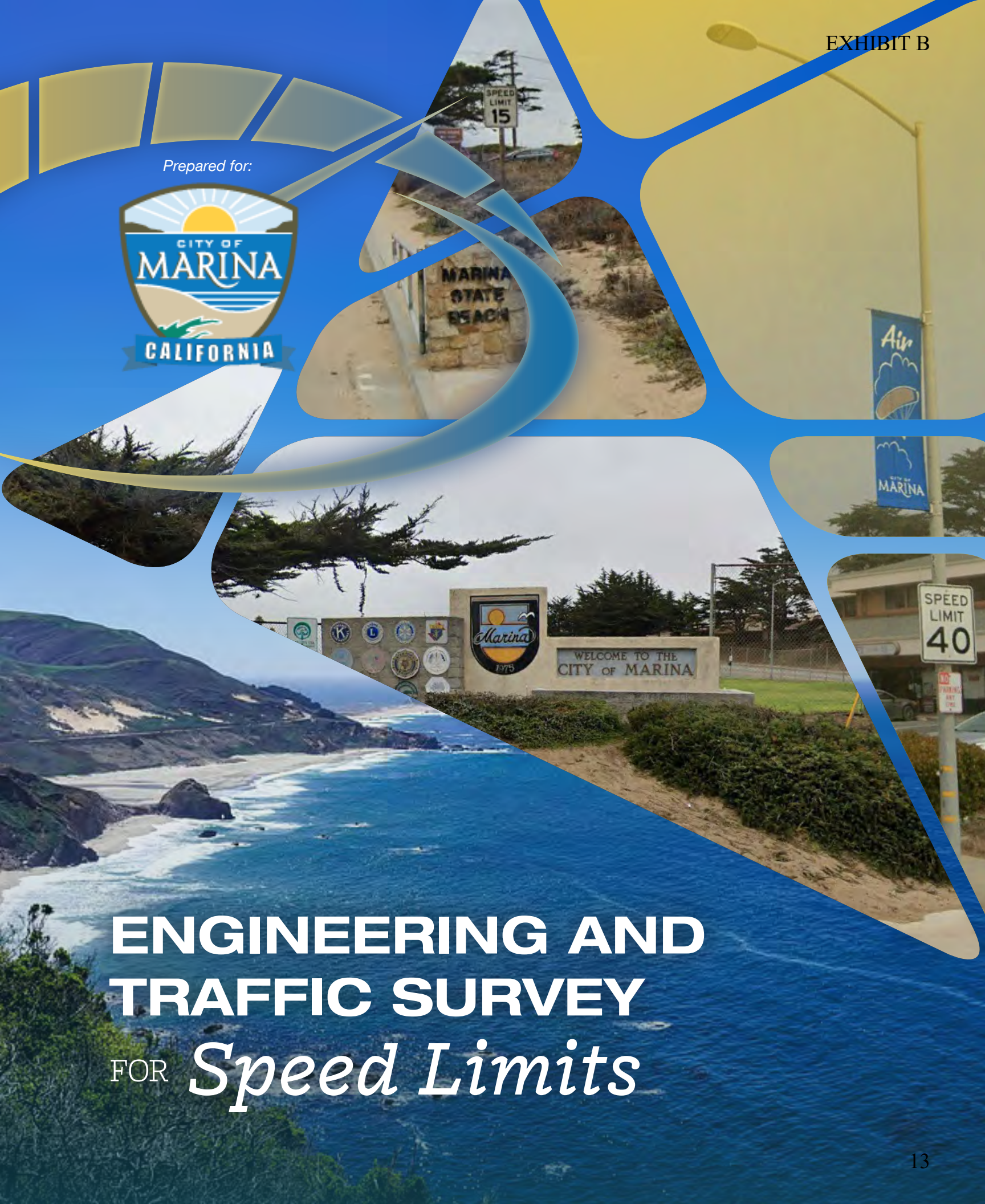
#	Street Name	Segment		Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Initial Recommended Speed Limit (MPH)	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)
		Limit 1	Limit 2									
27	California Avenue	Imjin Parkway	8th Street	0.00	1.07	No	30	28	30	No	30	
28	Reindollar Avenue	Del Monte Boulevard	California Avenue	0.00	1.07	No	25	34	25	No	25	
29	**Reindollar Avenue/Bostick Avenue**	**California Avenue**	**Carmel Aveneue**	0.00	1.07	No	30	33	25	No	**25**	**-5**
30	Carmel Avenue	Del Monte Boulevard	California Avenue	0.70	1.07	No	25	31	25	No	25	
31	Carmel Avenue	California Avenue	Salinas Avenue	0.00	1.07	No	25	29	25	No	25	
32	Salinas Avenue	Carmel Avenue	Reservation Road	0.00	1.07	No	25	24	25	No	25	
33	**Paul Davis Drive**	**Healy Avenue**	**Marina Greens Drive**	0.00	1.07	No	30	25	25	No	**25**	**-5**
34	**Patton Parkway**	**Marina High School**	**California Avenue**	**2.30**	1.07	**Yes**	40	41	35	No	**35**	**-5**
35	Crescent Street	Patton Parkway	Reindollar Avenue	0.00	1.07	No	25	30	25	No	25	
36	Vaughan Avenue	Reindollar Avenue	Carmel Aveneue	0.00	1.07	No	25	29	25	No	25	
37	Seacrest Avenue	Carmel Avenue	Reservation Road	1.53	1.07	Yes	30	31.15	30	No	30	
38	Sunset Avenue	Reindollar Avenue	Carmel Aveneue	0.00	1.07	No	25	31	25	No	25	
39	Lake Drive	Palm Avenue	Reservation Road	**1.50**	1.07	**Yes**	25	36	25	No	25	
40	Palm Avenue	Lake Drive	Del Monte Boulevard	0.00	1.07	No	25	28	25	No	25	
41	Abrams Drive	Preston Drive	Imjin Parkway	**1.93**	1.07	**Yes**	30	34	30	No	30	
42	Preston Drive	Abrams Drive	Imjin Parkway	0.00	1.07	No	30	29.15	30	No	30	
43	3rd Avenue	Imjin Parkway	8th Street	0.00	1.07	No	25	27	25	No	25	
44	Abrams Drive	Imjin Parkway (West)	Preston Drive	0.00	1.07	No	25	35.15	30	No	25	
45	Marina Heights Drive	California Avenue	Imjin Parkway	0.00	1.07	No	25	34	30	No	25	

Notes

1. Roadway segment was under construction at the time of speed data collection. Therefore, no recommendations are made for this segment

Prepared for:

CITY OF MARINA CALIFORNIA



ENGINEERING AND TRAFFIC SURVEY FOR *Speed Limits*

Kimley»Horn

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Kimley»Horn

1.0 INTRODUCTION

This Engineering and Traffic Survey is intended to serve as the basis for the establishment and enforcement of speed limits for selected streets within the City of Marina. This survey was authorized by the City and independently conducted by the private consulting firm Kimley-Horn and Associates, Inc (Kimley-Horn).

Engineering and traffic surveys for speed limits are regularly conducted once every five (5) years by governing municipalities for the purpose of complying with Section 40802(a) of the *California Vehicle Code (CVC)* and the national *Uniform Vehicle Code*. Engineering and traffic surveys may be extended to every seven (7) years if criteria is met, or every ten (10) years if a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred as specified in Section 40802(c) of the *California Vehicle Code (CVC*). In addition, an engineering and traffic survey should be conducted on newly constructed roadways or roadways where the roadway conditions have significantly changed. The latest Assembly Bill (AB)-43-Traffic Safety would extend the period that a speed limit justified by a traffic and engineering survey conducted more the 7 years ago remains valid, for purposes of speed enforcement, if evaluated by a registered engineer, as specified, to 14 years.

The California Governor's office approved AB 43 on 8 October 2021, which included amendments to Sections 627, 21400, 22352, 22354, 22358, and 40802 of, and to add Sections 22358.6, 22358.7, 22358.8, and 22358.9 to, the California Vehicle Code (CVC), relating to traffic safety.

1.1 Regulations and Guidelines

Division 11, Chapter 7, of the 2023 California Vehicle Code defines the California Speed Laws. Section 22352 of the CVC indicates that prima facie speed limits are as follows and shall be applicable unless changed as authorized in this code and, if so changed, only when signs have been erected giving notice thereof:

(a)Fifteen miles per hour:

(1) When traversing a railway grade crossing, if during the last 100 feet of the approach to the crossing the driver does not have a clear and unobstructed view of the crossing and of any traffic on the railway for a distance of 400 feet in both directions along the railway. This subdivision does not apply in the case of any

railway grade crossing where a human flag person is on duty or a clearly visible electrical or mechanical railway crossing signal device is installed but does not then indicate the immediate approach of a railway train or car.

(2) When traversing any intersection of highways if during the last 100 feet of the driver's approach to the intersection the driver does not have a clear and unobstructed view of the intersection and of any traffic upon all of the highways entering the intersection for a distance of 100 feet along all those highways, except at an intersection protected by stop signs or yield right-of-way signs or controlled by official traffic control signals.

(3) On any alley.

(b)Twenty-five miles per hour:

(1) On any highway, in any business or residence district unless a different speed is determined by local authority or the Department of Transportation under procedures set forth in this code.

(2) When approaching or passing a school building or the grounds thereof, contiguous to a highway and posted with a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching or passing any school grounds which are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a standard "SCHOOL" warning sign. For purposes of this subparagraph, standard "SCHOOL" warning signs may be placed at any distance up to 500 feet away from school grounds.

(3) When passing a senior center or other facility primarily used by senior citizens, contiguous to a street other than a state highway and posted with a standard "SENIOR" warning sign. A local authority may erect a sign pursuant to this paragraph when the local agency makes a determination that the proposed signing should be implemented. A local authority may request grant funding from the Active Transportation Program pursuant to Chapter 8 (commencing with Section 2380) of Division 3 of the Streets and Highways Code, or any other grant funding available to it, and use that grant funding to pay for the erection of those

signs, or may utilize any other funds available to it to pay for the erection of those signs, including, but not limited to, donations from private sources.

Division 1 of the CVC defines a business district and residence district in Section 235 and 515, respectively.

> A "business district" is that portion of a highway and the property contiguous thereto (a) upon one side of which highway, for a distance of 600 feet, 50 percent or more of the contiguous property fronting thereon is occupied by buildings in use for business, or (b) upon both sides of which highway, collectively, for a distance of 300 feet, 50 percent or more of the contiguous property fronting thereon is so occupied. A business district may be longer than the distances specified in this section if the above ratio of buildings in use for business to the length of the highway exists."[1]

> A "residence district" is that portion of a highway and the property contiguous thereto, other than a business district, (a) upon one side of which highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures, or (b) upon both sides of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures. A residence district may be longer than one-quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists."[2]

Section 22357(a) permits the establishment of speed limits greater than 25 mph upon street other than state highway, based on the following text:

> "(a) Whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe. The declared prima facie or maximum speed limit shall be effective when appropriate

[1] California Legislative Information, California Law, Vehicle Code, Division 1, Section 235, 2023.
[2] California Legislative Information, California Law, Vehicle Code, Division 1, Section 515, 2023.

signs giving notice thereof are erected upon the street and shall not thereafter be revised except upon the basis of an engineering and traffic survey. This section does not apply to any 25-mile-per-hour prima facie limit which is applicable when passing a school building or the grounds thereof or when passing a senior center or other facility primarily used by senior citizens."[3]

Therefore, the CVC allows local authorities to increase or decrease the prima facie limits by ordinance or resolution to appropriate limits as determined by an engineering and traffic survey. Posted speed limits not defined in the CVC or established by ordinance are not valid. The CVC requires that speed surveys must be performed with the use of radar or other electronic devices at locations where speed limits are to be enforced with the use of radar. The current survey must be completed within five years as specified in Section 40802(a); seven years as specified in Section 40802(c), or fourteen years as specified in Section 40802(c), of the date of the preceding survey. A survey allowed to expire passed the valid duration of the previous survey would constitute a speed trap as defined in Sections 40802(a) and 40802(b) of the CVC (with added amendments as per AB-43):

"(a) A "speed trap is either of the following:

(1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under paragraph (1) of subdivision (b) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects. This paragraph does not apply to a local street, road, or school zone, senior zone, business activity district, or speed limit adopted under Section 22358.7 or 22358.8.

(b) (1) For purposes of this section, a local street or road is one that is functionally classified as "local" on the "California Road System Maps," that are approved by

[3] California Legislative Information, California Law, Vehicle Code, Division 11. Chapter 7, Section 22357(a), 2023.

DRAFT

the Federal Highway Administration and maintained by the Department of Transportation. It may be defined as a "local street or road" if it primarily provides access to abutting residential property and meets the following three conditions:

(A) Roadway width of not more than 40 feet.
(B) Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in Section 445.
(C) Not more than one traffic lane in each direction.

(2) For purposes of this section "school zone" means that area approaching or passing a school building or the grounds thereof that is contiguous to a highway and on which is posted a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. "School zone" also includes the area approaching or passing any school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children if that highway is posted with a standard "SCHOOL" warning sign."

(3) For purposes of this section, "senior zone" means that area approaching or passing a senior center building or other facility primarily used by senior citizens, or the grounds thereof that is contiguous to a highway and on which is posted a standard "SENIOR" warning sign, pursuant to Section 22352.

(4) For purposes of this section, "business activity district" means a section of highway described in subdivision(b) of Section 22358.9 in which a standard 25 miles per hour or 20 miles per hour speed limit sign has been posted pursuant to paragraph (1) of subdivision (a) of that section.

"(c) (2) A "speed trap is either of the following:

(A) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

B) (i)A particular section of a highway or state highway with a prima facie speed limit that is provided by this code or by local ordinance under paragraph (1) of subdivision (b) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not

justified by an engineering and traffic survey conducted within one of the following time periods, prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects:

(I)Except as specified in subclause (II), seven years.(II)If an engineering and traffic survey was conducted more than seven years prior to the date of the alleged violation, and a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume, 14 years.

(ii)This subparagraph does not apply to a local street, road, or school zone, senior zone, business activity district, or speed limit adopted under Section 22358.7 or 22358.8."[4]

CVC Section 22358.8 (Retain currently adopted or restore immediately prior speed limit)

Option:

12af Local agency may retain the currently adopted speed limit without further reduction or restore the immediately prior adopted speed limit without further reduction as provided in CVC Section 22358.8.

Standard:

12ag Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit.

12ah If local agency decides to use lower speed limit based on CVC Section 22358.8, after completing an E&TS and finding that the speed limit is still more than is reasonable or safe, it shall not be reduced by any more than 5 mph from the currently adopted speed limit not below the immediately prior speed limit. Refer to CVC Section 22358.8(b).

Excerpts from the CVC are attached in the **Appendix A**.

[4] California Legislative Information, California Law, Vehicle Code, Division 17. Chapter 3, Section 40802, 2023.

1.2 Requirements and Methodology of an Engineering and Traffic Study

Speed zones are primarily established to protect the public from the unreasonable behavior of reckless, unreliable, or otherwise dangerous drivers. Speed limits are generally established at or near the 85th percentile speed, which is defined as the speed at or below which 85 percent of traffic is moving. Speed limits established on this basis conform to the consensus of those who drive on the roadways as to what speed is reasonable and safe and are not dependent on the judgment of one or a few individuals.

The Engineering and Traffic Survey, as defined in Section 627 of the CVC, must consider the prevailing speeds, collision records, pedestrian and bicycle activity, and roadway traffic and roadside conditions not readily apparent to the driver. Speed zones are also established to advise motorists of road conditions or hazards, which may not be readily apparent to a reasonable driver. For this reason, a field review of related road/traffic variables is conducted which is considered in combination with the statistical data and collision history of a particular roadway segment to determine a safe and reasonable speed limit. The specific procedures used in the performance of an Engineering and Traffic Study are outlined in the *2014 California MUTCD*. The statistical factors used to analyze the collected speed survey data and additional factors as noted in the *2014 California MUTCD* to consider are defined in the following section.

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2.0 SPEED SURVEY EVALUATION

Forty-five (45) locations were evaluated by Kimley-Horn and included in this report. These roadway sections and limits of the sections are listed in **Table 1**. Also, Error! Reference source not found. shows the location of survey locations with their existing posted speed limits.

Table 1: Survey Locations and Limits Evaluated

S. No.	Street	Limit 1	Limit 2	Posted Speed Limit (mph)	85th Percentile Speed (mph)
1	Imjin Parkway	State Route 1	California Avenue	50	50
2**	Imjin Parkway	California Avenue	Reservation Road	25	39.15
3	Del Monte Boulevard	SR1/Reindollar Avenue	Reservation Road	40	45.10
4	Del Monte Boulevard	Reservation Road	Beach Road	40	42
5	Del Monte Boulevard	Beach Road	Marina Greens Drive	40	45.15
6	Reservation Road	Dunes Drive	Beach Road	35	34
7	Reservation Road	Beach Road	Del Monte Boulevard	30	33.15
8	Reservation Road	Del Monte Boulevard	Crescent Avenue	35	39
9	Reservation Road	Crescent Avenue	California Avenue	45	43
10	Reservation Road	California Avenue	Salinas Avenue	45	51
11	Reservation Road	Salinas Avenue	Imjin Parkway	55	57
12	Reservation Road	Imjin Parkway	Blanco Road	55	60.15
13	8th Street	2nd Avenue	3rd Avenue	25	32.60
14	8th Street	5th Avenue	Inter-Garrison Road	40	41
15	9th Street	1st Avenue	2nd Avenue	30	31
16	2nd Avenue	Divarty Street	8th Street	45	46
17	2nd Avenue	8th Street	Imjin Parkway	35	36
18*	Beach Road	Reservation Road	Del Monte Boulevard	35	35
19	De Forest Road	Beach Road	Reservation Road	30	36
20	Crescent Avenue	Quebrada Del Mar	Reservation Road	25	32
21	Crescent Avenue	Reservation Road	Carmel Avenue	30	36
22	Cardoza Avenue	Reservation Road	Aaron Way (End)	30	35
23	Beach Road	Del Monte Boulevard	De Forest Road	30	28
24	California Avenue	Reservation Road	Carmel Avenue	30	37
25	California Avenue	Carmel Avenue	Reindollar Avenue	25	32
26	California Avenue	Reindollar Avenue	Imjin Parkway	40	45
27*	California Avenue	Imjin Parkway	8th Street	30	28
28	Reindollar Avenue	Del Monte Boulevard	California Avenue	25	34

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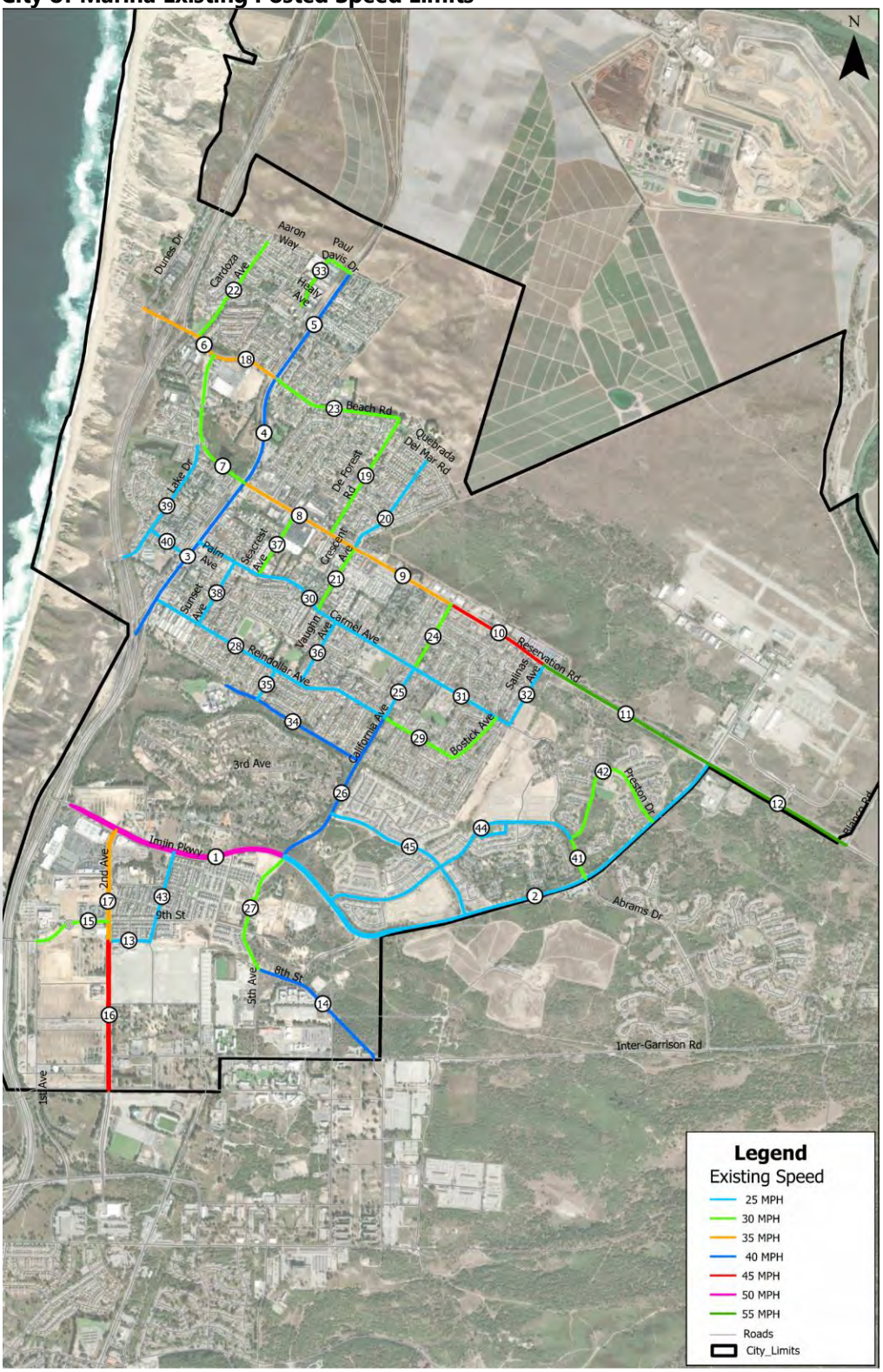
S. No.	Street	Limit 1	Limit 2	Posted Speed Limit (mph)	85th Percentile Speed (mph)
29	Reindollar Avenue/Bostick Avenue	California Avenue	Carmel Avenue	30	33
30*	Carmel Avenue	Del Monte Boulevard	California Avenue	25	31
31*	Carmel Avenue	California Avenue	Salinas Avenue	25	29
32	Salinas Avenue	Carmel Avenue	Reservation Road	25	24
33	Paul Davis Drive	Healy Avenue	Marina Greens Drive	30	25
34	Patton Parkway	Marina High School	California Avenue	40	41
35	Crescent Street	Patton Parkway	Reindollar Avenue	25	30
36*	Vaughan Avenue	Reindollar Avenue	Carmel Avenue	25	29
37	Seacrest Avenue	Carmel Avenue	Reservation Road	30	31.15
38	Sunset Avenue	Reindollar Avenue	Carmel Avenue	25	31
39*	Lake Drive	Palm Avenue	Reservation Road	25	36
40*	Palm Avenue	Lake Drive	Del Monte Boulevard	25	28
41	Abrams Drive	Preston Drive	Imjin Parkway	30	34
42	Preston Drive	Abrams Drive	Imjin Parkway	30	29.15
43	3rd Avenue	Imjin Parkway	8th Street	25	27
44	Abrams Drive	Imjin Parkway (West)	Preston Drive	25	35.15
45	Marina Heights Drive	California Avenue	Imjin Parkway	25	34

Notes:
*- No posted speed limit sign exists in the field. Existing posted speed limit is per City Resolution No. 2020-54
**- Posted speed limit is 25 MPH due to on-going construction

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Figure 1: City of Marina Existing Posted Speed Limits



2.1 Field Review

Speed data was collected using manual radar surveys performed by a sub-consultant to Kimley-Horn, IDAX Data Solutions (IDAX). Each of the radar speed checks were made from an inconspicuously parked, unmarked vehicle or by a technician standing on the side of the road. An effort was made to ensure that the presence of the vehicle or technician in no way affected the speed of the traffic being surveyed. Field information from these speed surveys and other roadway characteristics were recorded on field data forms and later coded into engineering software for analysis purposes. Chapter 2B of the *2014 California MUTCD* indicates that it is desirable to have a minimum sample of 100 vehicles for a speed zone survey for an arterial street. This may result in excessive survey periods for low volume roadways, but a survey should not contain less than 50 vehicles. In addition, average daily traffic volumes (ADT) and roadway widths were collected at all the locations.

Examples of the field data collected for the purposes of analyzing related roadway characteristics as they pertain to the determination of appropriate speed limits are listed below. The results of the field review for related roadway and traffic variables are summarized in the Engineering and Traffic Survey forms included in the **Appendix C.**

1. Segment length, width and alignment;
2. Level of pedestrian, bicycle, and truck activity
3. Traffic flow characteristics;
4. Number of lanes and other channelization/striping factors;
5. Frequency of intersections, driveways, on-street parking, bike lanes;
6. Locations of stop signs, traffic signals, and other regulatory traffic control devices;
7. Pavement condition;
8. Obstructions to driver/pedestrian visibility;
9. Land use and proximity of schools, parks/recreation areas and senior centers;
10. Uniformity with existing speed zones in adjacent jurisdictions; and,
11. Any other unusual conditions or hazards not readily apparent to the driver.

In addition to speed data collected by IDAX, field visit has been done by Kimley-Horn engineers at all forty-five locations to familiarize with the exiting conditions and better judgment for speed recommendations.

2.2 Statistical Analysis Factors

Significant factors used to analyze the collected survey data are summarized below:

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1. **85th Percentile Speed**. The Critical Speed, or the 85th percentile speed, is defined as that speed at or below which 85 percent of the traffic is moving. This factor is the primary guide in determining what speeds the majority of safe and reasonable drivers are traveling. Therefore, the practice is to set the speed limit to the nearest 5 mph increment from the critical speed unless other factors require a lower limit. Speed limits set on this basis provide law enforcement officials with a means of controlling reckless or unreliable drivers who will not conform to what the majority finds reasonable.

2. **The 10-mph Pace.** The 10-mph Pace is the 10-mph increment range, which contains the largest number of recorded vehicles. The pace is a measure of the dispersion of speeds within the sample surveyed. Speed limits should normally be set to fall within the 10-mph pace. However, conditions not readily apparent to the driver or adhering to State mandated limits such as in Residence Districts may require setting speed limits below the 10-mph pace.

3. **50th Percentile Speed**. The Median Speed, or 50th Percentile Speed, represents the mid-point value within the range of recorded speeds for a particular roadway location. In other words, 50 percent of the vehicles travel faster than and 50 percent travel slower than, the median speed. This value is another measure of the central tendency of the vehicle speed distribution. Typically speed limits should not be set below the 50th Percentile Speed, since it would result in greater than 50-percent of the drivers exceeding the speed limit.

4. **15th Percentile Speed**. The 15th Percentile Speed is that speed at or below which 15 percent of the vehicles are traveling. This value is important in determining the minimum allowable speed limit, given that the vehicles traveling below this speed tend to obstruct the flow of traffic, thereby increasing the collision potential.

5. **Percent of Vehicles in Pace Speed**. The percent of vehicles in the 10-mph pace speed is an indication of the grouping of vehicular speeds. Ideally, if all vehicles were traveling at or about the same speed, there would be a reduced likelihood of vehicular collisions. In speed limit analysis, the higher the percent of vehicles within the pace speed, the more favorable the speed distribution. The percent of the 10-mph pace is often between 60 and 90 percent.

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2.3 2014 California MUTCD and CVC Guidance

Based on the *2014 California MUTCD*, "When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic (CVC Section 22358.6(a)), except as shown in the two Options below for rounding down and using 5 mph speed reduction (CVC Section 22358.6(b)), or rounding up (CVC Section 22358.6(c)), or if using additional 5 mph speed reduction on local agency roadways for safety corridor designation (CVC Section 22358.7(a)(1)) or adjacent to land or facility generating high concentrations of bicyclists and pedestrians (CVC Section 22358.7(a)(2))"[5].

Option:

1. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5.

2. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used.

Table 2B-104 (CA) in the MUTCD shows an example of rounding and additional speed reduction[6].

In matching existing conditions with the traffic safety needs of the community, engineering judgment may indicate the need for a reduction of the posted speed limit by 5 mph due to specific factors such as road characteristics, the pace speed, roadside development and environment, pedestrian activity, and collision history. The following are some other factors to consider when establishing speed limits between adjacent street segments:

1. **Avoid Short Segments.** Short speed zones of less than ½ mile should be avoided, except in transition areas.
2. **Change in Roadway Conditions or Roadside Development.** Speed zone changes should be coordinated with changes in roadway conditions or roadside development.

[5] California Department of Transportation, 2014 California MUTCD, Chapter 2B, page 134, Revised January 6, 2023.
[6] California Department of Transportation, 2014 California MUTCD, Chapter 2B, page 259, Revised February 6, 2023.

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3. **Minimize Change in Speed between Adjacent Segments.** Speed zoning should be in 10 mph increments except in urban areas where 5 mph increments are preferable.
4. **Coordinate Speed Zoning with Adjacent Jurisdictions.**

Excerpts from the MUTCD are attached in the **Appendix B**.

2.4 Data Collection

Average Daily Traffic (ADT) data and radar speed surveys with calibrated radar gun were conducted by IDAX, during the month of December 2024 at all forty-five (45) study segments. An effort was made to ensure that the radar speed data is collected without affecting the speed of the vehicles traveling along the study segments. The radar speed data was collected on a typical day with fair-weather conditions. Kimley-Horn conducted field visits along each study segments to gather roadway characteristics, including but not limited to number of lanes in each direction, presence of uncontrolled crosswalk, on-street parking, sidewalks, driveways, horizontal/vertical curves, adjacent land uses, etc.

The ADT data was used to determine the accident rates and recommended speed limit for each study segments. Radar Speed Survey data and Average Daily Traffic (ADT) data is attached in **Appendix D** and **Appendix F**. The calibration certificate for the radar gun is attached in **Appendix E**.

2.5 Collision History

The Engineering and Traffic Survey forms summarize the available collision information for each of the street segments. The collision information was obtained from the City from January 2019 to December 2021. The collisions were reviewed and corridor related collisions, those not related to signalized intersections, signs, or alcohol and drug influence, were summarized for each segment. Based on the number of total collisions studied over the 3-year period and ADT counts, a collision rate per million vehicle miles was calculated for each segment. To provide a general comparison of the collision rates on the segments to expected collisions rates for similar types of local roadways, the collision rates for each segment were compared to the statewide average rate listed in the *2021 Crash Data on California State Highways* (road miles, travel, collisions, collision rates) as listed in **Table 2**.

Table 2: 2022 California State Highways Collision Rates

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Lane Type	Total Collision Rate Per Million Vehicle Miles (3-year rates for 2020, 2021, and 2022)
2&3 Lanes	1.07
4 lanes (undivided highway)	1.33
4 lanes (divided highway)	0.99

Because of the urban area of the City's Street network, crash rates for Urban (Inside City) from the *2021 Crash Data on California State Highways* was used.

The current collision rate for each segment was calculated using the formula below:

$$CR = \frac{N \times 10^6}{ADT \times 365 \times Y \times L}$$

- N – Total number of collisions along the study segment
- ADT – Average Daily Traffic along study segment
- L – Length of segment in miles
- Y – Number of years of collision data

The collision history for the Years 2020, 2021, and 2022 at the study segments is summarized in Error! Reference source not found. below:

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Table 3: Collision History Summary at Study Segments (2020-2022)

#	Street Name	Limit 1	Limit 2	2020						2021						2022						2020, 2021, 2022 Collisions
				PDO	COP	VIS	SEV	FAT	TOTAL	PDO	COP	VIS	SEV	FAT	TOTAL	PDO	COP	VIS	SEV	FAT	TOTAL	
1	Imjin Parkway	State Route 1	California Avenue		4	2		1	7		2	1	1		4		9	1			10	21
2	Imjin Parkway	California Avenue	Reservation Road		4				4		3	4			7		3	3			6	17
3	Del Monte Boulevard	SR1/Reindollar Avenue	Reservation Road		2				2		4				4		1	1	1		3	9
4	Del Monte Boulevard	Reservation Road	Beach Road						0						0						0	0
5	Del Monte Boulevard	Beach Road	Marina Greens Drive						0						0						0	0
6	Reservation Road	Dunes Drive	Beach Road						0						0						0	0
7	Reservation Road	Beach Road	Del Monte Boulevard						0						0		1				1	1
8	Reservation Road	Del Monte Boulevard	Crescent Avenue		2				2			1			1		2	1			3	6
9	Reservation Road	Crescent Avenue	California Avenue						0						0						0	0
10	Reservation Road	California Avenue	Salinas Avenue						0						0						0	0
11	Reservation Road	Salinas Avenue	Imjin Parkway						0						0		5				5	5
12	Reservation Road	Imjin Parkway	Blanco Road						0						0						0	0
13	8th Street	2nd Avenue	3rd Avenue						0						0						0	0
14	8th Street	5th Avenue	Inter-Garrison Road						0						0						0	0
15	9th Street	1st Avenue	2nd Avenue						0						0						0	0
16	2nd Avenue	Divarty Street	8th Street						0						0		1				1	1
17	2nd Avenue	8th Street	Imjin Parkway						0						0						0	0
18	Beach Road	Reservation Road	Del Monte Boulevard						0						0		1				1	1
19	De Forest Road	Beach Road	Reservation Road						0						0						0	0
20	Crescent Avenue	Quebrada Del Mar	Reservation Road						0						0						0	0
21	Crescent Avenue	Reservation Road	Carmel Avenue						0						0						0	0
22	Cardoza Avenue	Reservation Road	Aaron Way (End)						0						0						0	0
23	Beach Road	Del Monte Boulevard	De Forest Road						0						0						0	0
24	California Avenue	Reservation Road	Carmel Avenue						0						0						0	0
25	California Avenue	Carmel Avenue	Reindollar Avenue						0						0						0	0
26	California Avenue	Reindollar Avenue	Imjin Parkway						0						0		1				1	1
27	California Avenue	Imjin Parkway	8th Street						0						0						0	0
28	Reindollar Avenue	Del Monte Boulevard	California Avenue						0						0						0	0
29	Reindollar Avenue/Bostick Avenue	California Avenue	Carmel Avenue						0						0						0	0
30	Carmel Avenue	Del Monte Boulevard	California Avenue						0						0			1			1	1
31	Carmel Avenue	California Avenue	Salinas Avenue						0						0						0	0
32	Salinas Avenue	Carmel Avenue	Reservation Road						0						0						0	0
33	Paul Davis Drive	Healy Avenue	Marina Greens Drive						0						0						0	0
34	Patton Parkway	Marina High School	California Avenue						0						0						0	0
35	Crescent Street	Patton Parkway	Reindollar Avenue						0						0						0	0
36	Vaughan Avenue	Reindollar Avenue	Carmel Avenue						0						0						0	0
37	Seacrest Avenue	Carmel Avenue	Reservation Road						0						0			1			1	1
38	Sunset Avenue	Reindollar Avenue	Carmel Avenue						0						0						0	0

#	Street Name	Limit 1	Limit 2	2020						2021						2022						2020, 2021, 2022 Collisions
				PDO	COP	VIS	SEV	FAT	TOTAL	PDO	COP	VIS	SEV	FAT	TOTAL	PDO	COP	VIS	SEV	FAT	TOTAL	
39	Lake Drive	Palm Avenue	Reservation Road						0						0						0	0
40	Palm Avenue	Lake Drive	Del Monte Boulevard						0						0						0	0
41	Abrams Drive	Preston Drive	Imjin Parkway						0						0						0	0
42	Preston Drive	Abrams Drive	Imjin Parkway						0						0						0	0
43	3rd Avenue	Imjin Parkway	8th Street						0						0						0	0
44	Abrams Drive	Imjin Parkway (West)	Preston Drive						0						0						0	0
45	Marina Heights Drive	California Avenue	Imjin Parkway						0						0						0	0

Notes:
PDO - Property Damage Only, COP - Complaint of Pain, VIS - Visible Injury, SEV - Severe Injury, FAT – Fatal

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Table 4: Collision Rate Summary at Study Segments

#	Street Name	Segment		2019, 2020, 2021 Collisions	ADT/Avg ADT	Distance (Ft)	Distance (Mi)	Segment CR	Expected CR	Segment CR > Expected CR?
		Limit 1	Limit 2							
1	Imjin Parkway	State Route 1	California Avenue	21	25,688	4,752	0.9	0.83	0.99	No
2	Imjin Parkway	California Avenue	Reservation Road	17	20,534	10,560	2.00	0.44	1.07	No
3	Del Monte Boulevard	SR1/Reindollar Avenue	Reservation Road	9	22,304	4,752	0.9	0.41	0.99	No
4	Del Monte Boulevard	Reservation Road	Beach Road	0	9,121	2,640	0.5	0.00	0.99	No
5	Del Monte Boulevard	Beach Road	Marina Greens Drive	0	5,302	2,640	0.5	0.00	1.07	No
6	Reservation Road	Dunes Drive	Beach Road	0	7,348	1,584	0.3	0.00	1.07	No
7	Reservation Road	Beach Road	Del Monte Boulevard	1	6,596	3,168	0.6	0.46	1.07	No
8	Reservation Road	Del Monte Boulevard	Crescent Avenue	6	18,593	2,640	0.5	0.69	0.99	No
9	Reservation Road	Crescent Avenue	California Avenue	0	17,187	2,640	0.5	0.21	0.99	No
10	Reservation Road	California Avenue	Salinas Avenue	0	14,699	2,112	0.4	0.00	0.99	No
11	Reservation Road	Salinas Avenue	Imjin Parkway	5	16,027	4,224	0.8	0.50	1.33	No
12	Reservation Road	Imjin Parkway	Blanco Road	0	30,285	3,696	0.7	0.39	0.99	No
13	8th Street	2nd Avenue	3rd Avenue	0	1,037	1,056	0.2	0.00	1.07	No
14	8th Street	5th Avenue	Inter-Garrison Road	0	4,295	3,168	0.6	0.00	1.07	No
15	9th Street	1st Avenue	2nd Avenue	0	2,528	1,584	0.3	0.00	1.07	No
16	2nd Avenue	Divarty Street	8th Street	1	7,573	3,168	0.6	0.20	1.07	No
17	2nd Avenue	8th Street	Imjin Parkway	0	8,306	2,112	0.4	0.27	1.07	No
18	Beach Road	Reservation Road	Del Monte Boulevard	1	6,012	1,584	0.3	2.03	1.07	**Yes**
19	De Forest Road	Beach Road	Reservation Road	0	1,749	2,640	0.5	2.09	1.07	**Yes**
20	Crescent Avenue	Quebrada Del Mar	Reservation Road	0	1,353	2,112	0.4	0.00	1.07	No
21	Crescent Avenue	Reservation Road	Carmel Avenue	0	3,528	1,584	0.3	0.86	1.07	No
22	Cardoza Avenue	Reservation Road	Aaron Way (End)	0	2,458	2,640	0.5	0.00	1.07	No
23	Beach Road	Del Monte Boulevard	De Forest Road	0	2,598	2,640	0.5	0.00	1.07	No
24	California Avenue	Reservation Road	Carmel Avenue	0	5,842	1,584	0.3	0.52	1.07	No
25	California Avenue	Carmel Avenue	Reindollar Avenue	0	6,430	1,056	0.2	0.00	1.07	No
26	California Avenue	Reindollar Avenue	Imjin Parkway	1	8,725	3,696	0.7	0.30	1.07	No
27	California Avenue	Imjin Parkway	8th Street	0	851	2,640	0.5	0.00	1.07	No
28	Reindollar Avenue	Del Monte Boulevard	California Avenue	0	3,372	5,280	1.0	0.00	1.07	No
29	Reindollar Avenue/Bostick Avenue	California Avenue	Carmel Avenue	0	1,690	1,584	0.3	0.00	1.07	No
30	Carmel Avenue	Del Monte Boulevard	California Avenue	1	3,704	7,392	1.4	0.70	1.07	No
31	Carmel Avenue	California Avenue	Salinas Avenue	0	812	2,112	0.4	0.00	1.07	No
32	Salinas Avenue	Carmel Avenue	Reservation Road	0	264	1,584	0.3	0.00	1.07	No
33	Paul Davis Drive	Healy Avenue	Marina Greens Drive	0	657	1,056	0.2	0.00	1.07	No
34	Patton Parkway	Marina High School	California Avenue	0	661	3,168	0.6	2.30	1.07	**Yes**
35	Crescent Street	Patton Parkway	Reindollar Avenue	0	1,304	528	0.1	0.00	1.07	No
36	Vaughan Avenue	Reindollar Avenue	Carmel Avenue	0	1,515	1,584	0.3	0.00	1.07	No
37	Seacrest Avenue	Carmel Avenue	Reservation Road	1	3,992	1,584	0.3	1.53	1.07	**Yes**
38	Sunset Avenue	Reindollar Avenue	Carmel Avenue	0	2,854	528	0.1	0.00	1.07	No
39	Lake Drive	Palm Avenue	Reservation Road	0	1,521	2,112	0.4	1.50	1.07	**Yes**

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#	Street Name	Segment		2019, 2020, 2021 Collisions	ADT/Avg ADT	Distance (Ft)	Distance (Mi)	Segment CR	Expected CR	Segment CR > Expected CR?
		Limit 1	Limit 2							
40	Palm Avenue	Lake Drive	Del Monte Boulevard	0	2,878	1,056	0.2	0.00	1.07	No
41	Abrams Drive	Preston Drive	Imjin Parkway	0	2,360	1,056	0.2	1.93	1.07	**Yes**
42	Preston Drive	Abrams Drive	Imjin Parkway	0	2,110	3,168	0.6	0.00	1.07	No
43	3rd Avenue	Imjin Parkway	8th Street	0	981	2,112	0.4	0.00	1.07	No
44	Abrams Drive	Imjin Parkway (West)	Preston Drive	0	2,667	5,808	1.1	0.00	1.07	No
45	Marina Heights Drive	California Avenue	Imjin Parkway	0	2,407	5,808	1.1	0.00	1.07	No

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3.0 RESULTS AND RECOMMENDATIONS

The recommendations contained in this report are intended to establish prima facie speed limits. Prima facie limits attempt to advise the motorist and enforcement of the reasonable speed for a particular section of roadway for the prevailing conditions. In many cases, the recommendations made produce a uniform speed limit along the road.

The Engineering and Traffic Survey (ET&S) forms, presented in the **Appendix C**, illustrate the results of a thorough evaluation of the available data and indicate a recommended speed limit for each of the street segments surveyed. A summary of the data analysis, along with recommended speed limits can be found in . The recommended speed limit for each segment is shown in **Figure 1**.

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Table 5: Speed Survey Recommendations

#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									
1	Imjin Parkway	State Route 1	California Avenue	50	50	0.83	0.99	No	Yes	**45**	**-5**	Imjin Parkway is classified as a 4-lane Expressway with divided median and is a major travel route in and out of the City carrying significant traffic volumes. Even though a total of 21 collisions were reported (2020-2022), the collision rate is lower than the expected collision rate for similar facilities statewide. The 85th percentile speed of 50 mph observed is equal to the existing posted speed limit. With one fatal and one serious injury crash involving pedestrian/bicyclists, the crash density is higher than other segments. The segment meets the definition of safety corridor and the 85th percentile speed can be further lowered by 5 mph to 45 mph.
2	Imjin Parkway	California Avenue	Reservation Road	25	39.15	0.44	1.07	No	No	N/A (See Note 1)		*Imjin Parkway is classified as a 4-lane Expressway and is a major travel route in and out of the City carrying significant traffic volumes. Even though a total of 20 collisions were reported (2020-2022), the collision rate is lower than the expected collision rate for similar facilities statewide.*
3	Del Monte Boulevard	SR1/Reindollar Avenue	Reservation Road	40	45.10	0.41	0.99	No	Yes	**35**	**-5**	*Del Monte Boulevard between SR1/Reindollar Avenue and Reservation Road is classified as an Arterial per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 45 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of Class I bike route, residential/commercial land uses, multiple driveways and vertical curve justify reducing the observed 85th percentile speed. Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed to 40 mph, if no further reductions are used.* *Additionally, the segment meets the Safety Corridor requirements related to crash density, school proximity, downtown core, vulnerable population, and crash severity. Therefore it is recommended that the resulting 85th percentile speed is further reduced by 5 mph to 35 mph.*
4	Del Monte Boulevard	Reservation Road	Beach Road	40	42	0.00	0.99	No	Yes	**30**	**-10**	*Del Monte Boulevard between Reservation Road and Beach Road is classified as an Arterial per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 42 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 40 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of Class I bike route, residential/commercial land uses, multiple driveways and vertical curve justify further reducing the observed 85th percentile*

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#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*speed.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 35 mph, in compliance with CVC Section 627 and 22358.5.* *Additionally, the segment meets the Safety Corridor requirements related to crash density, school proximity, downtown core, and vulnerable population. Therefore, it is recommended that the resulting 85th percentile speed is further reduced by 5 mph to 30 mph* *The existing posted speed limit of 40 mph is reduced to 30 mph.*
5	Del Monte Boulevard	Beach Road	Marina Greens Drive	40	45.15	0.00	1.07	No	No	40		*Del Monte Boulevard between Beach Road and Marina Greens Drive is classified as an arterial per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 45.15 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 45 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking , bike route, and multiple driveways justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 40 mph, in compliance with CVC Section 627 and 22358.5.*
6	Reservation Road	Dunes Drive	Beach Road	35	34	0.00	1.07	No	No	35		*Reservation Road between Dunes Drive and Beach Road is classified as an Arterial per the General Plan. The existing posted speed limit is 35 mph. The radar speed data collected shows the 85th-percentile speed as 34 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking , Class II bike lanes, and vertical/horizontal curves justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.*

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#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									
7	Reservation Road	Beach Road	Del Monte Boulevard	30	33.15	0.46	1.07	No	No	30		*Reservation Road between Beach Road and Del Monte Boulevard is classified as an Arterial per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 33.15 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of Class II bike lanes, uncontrolled crosswalks, driveways, and horizontal curves justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.*
8	Reservation Road	Del Monte Boulevard	Crescent Avenue	35	39	0.69	0.99	No	No	35		*Reservation Road between Del Monte Boulevard and Crescent Avenue is classified as an arterial per the General Plan. The existing posted speed limit is 35 mph. The radar speed data collected shows the 85th-percentile speed as 39 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 40 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of Class II bike lanes, on-street parking, driveways, and vertical curves justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.*
9	Reservation Road	Crescent Avenue	California Avenue	40	43	0.21	0.99	No	No	40		*Reservation Road between Crescent Avenue and California Avenue is classified as an Arterial per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 43 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 45 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of Class II bike lanes, on-street parking, driveways, and vertical curves justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.*

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#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									
10	Reservation Road	California Avenue	Salinas Avenue	45	51	0.00	0.99	No	No	**40**	**-5**	*Reservation Road between California Avenue and Salinas Avenue is classified as an arterial per the General Plan. The existing posted speed limit is 45 mph. The radar speed data collected shows the 85th-percentile speed as 51 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 50 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking , Class II bike lanes, Two-Way Left Turn (TWLT) lane, multiple driveways, and horizontal/vertical curve justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 45 mph, in compliance with CVC Section 627 and 22358.5.* *The land use characteristics changes from vacant land (i.e., along Roadway Segment No. 11: Reservation Road – From Salinas to Imjin Parkway) to industrial/residential adjacent to this segment. The resulting speed limit of 45 mph is still more than is reasonable or safe per City staff. It is recommended that the City adopt a lower speed limit by ordinance to 40 mph, a 5-mph reduction in speed limit.* *The existing posted speed limit of 45 mph is reduced to 40 mph.*
11	Reservation Road	Salinas Avenue	Imjin Parkway	55	57	0.50	1.33	No	No	**50**	**-5**	*Reservation Road between Salinas Avenue and Imjin Parkway is classified as an arterial per the General Plan. The existing posted speed limit is 55 mph. The radar speed data collected shows the 85th-percentile speed as 57 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 55 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 50 mph, in compliance with CVC Section 627 and 22358.5.* *The existing posted speed limit of 55 mph is reduced to 50 mph.*
12	Reservation Road	Imjin Parkway	Blanco Road	55	60.15	0.39	0.99	No	No	55		*Reservation Road between Imjin Parkway and and Blanco Road is classified as an arterial per the General Plan. The existing posted speed limit is 55 mph. The radar speed data collected shows the 85th-percentile speed as 60.15 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the*

#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 60 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 55 mph, in compliance with CVC Section 627 and 22358.5.*
13	8th Street	2nd Avenue	3rd Avenue	25	32.60	0.00	1.07	No	No	25		*8th Street between 2nd Avenue and 3rd Avenue is classified as an arterial per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 32.6 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of Class II bike lane and surrounding residential land uses, multiple driveways and vertical curve justify reducing the observed 85th percentile speed. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 25 mph is retained.*
14	8th Street	5th Avenue	Inter-Garrison Road	40	41	0.00	1.07	No	No	**35**	**-5**	*8th Street between 5th Avenue and Inter-Garrison Road is classified as an arterial per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 41 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 40 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of driveways, limited visibility, and horizontal curve further justify reducing the resulting 85th percentile speed.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 35 mph, in compliance with CVC Section 627 and 22358.5.*
15	9th Street	1st Avenue	2nd Avenue	30	31	0.00	1.07	No	No	**25**	**-5**	*9th Street between 1st Avenue and 2nd Avenue is classified as an arterial per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 31 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of*

#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*free-flowing traffic, which results in rounding down the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking, Class II bike lanes, uncontrolled crosswalk, nature of surrounding land uses, and horizontal curve further justify reducing the resulting 85th percentile speed.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 25 mph, in compliance with CVC Section 627 and 22358.5.*
16	2nd Avenue	Divarty Street	8th Street	45	46	0.20	1.07	No	No	**40**	**-5**	*2nd Avenue between Divarty Street and 8th Street is classified as an arterial per the General Plan. The existing posted speed limit is 45 mph. The radar speed data collected shows the 85th-percentile speed as 46 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 45 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *2nd Avenue from 8th Avenue to Imjin Parkway, has a posted speed limit of 35 mph. It is recommended that adjacent sections of a corridor do not have a posted speed limit difference of more than 5 mph. Therefore, it is recommended that the resulting 85th percentile speed is further reduced.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 40 mph, in compliance with CVC Section 627 and 22358.5.*
17	2nd Avenue	8th Street	Imjin Parkway	35	36	0.27	1.07	No	No	35		*2nd Avenue between 8th Street and Imjin Parkway is classified as an arterial per the General Plan. The existing posted speed limit is 35 mph. The radar speed data collected shows the 85th-percentile speed as 36 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing*

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#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*posted speed limit of 35 mph is retained.*
18	Beach Road	Reservation Road	Del Monte Boulevard	35	35	2.03	1.07	Yes	No	**30**	**-5**	*Beach Road between Reservation Road and Del Monte Boulevard is classified as an arterial per the General Plan. The existing posted speed limit is 35 mph. The radar speed data collected shows the 85th-percentile speed as 35 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding the 85th percentile speed to 35 mph. The collision rate is higher than the expected collision rate for similar facilities statewide.* *Higher collision rate than statewide average (involving 1 severe injury), presence on uncontrolled crosswalks, horizontal/vertical curves, and merge/diverge lanes justify further reduction in the resulting 85th percentile speed limit . Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used. It is therefore recommended that the existing posted speed limit of 35 mph is reduced to 30 mph.*
19	De Forest Road	Beach Road	Reservation Road	30	36	2.09	1.07	Yes	No	30		*Del Forest Road between Beach Road and Reservation Road is classified as a collector per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 36 mph with a 10-mph pace range of 29 mph to 38 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 35 mph. The collision rate is higher than the expected collision rate for similar facilities statewide.* *The presence of uncontrolled crosswalk, multiple driveways, vertical and horizontal curve, and residential land use justify reducing the 85th percentile speed limit.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 30 mph, in compliance with CVC Section 627 and 22358.5.*
20	Crescent Avenue	Quebrada Del Mar	Reservation Road	25	32	0.00	1.07	No	No	25		*Crescent Avenue between Quebrada Del Mar and Reservation Road is classified as a collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 32 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking, Class II bike lanes, multiple driveways, vertical and horizontal curve, and residential land use justify reducing the 85th percentile*

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#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*speed limit.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 25 mph, in compliance with CVC Section 627 and 22358.5.*
21	Crescent Avenue	Reservation Road	Carmel Avenue	30	36	0.86	1.07	No	No	30		*Crescent Avenue between Reservation Road and Carmel Avenue is classified as a collector per the General Plan. There speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 36 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking, Class II bike lanes, multiple driveways, vertical and horizontal curve, and residential land use justify reducing the 85th percentile speed limit.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 30 mph, in compliance with CVC Section 627 and 22358.5.*
22	Cardoza Avenue	Reservation Road	Aaron Way (End)	30	35	0.00	1.07	No	No	30		*Cardoza Avenue between Reservation Road and Aaron Way is classified as a Collector per the General Plan. The posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used. It is therefore recommended that the existing posted speed limit of 30 mph is retained.*
23	Beach Road	Del Monte Boulevard	De Forest Road	30	28	0.00	1.07	No	No	**25**	**-5**	*Beach Road between Del Monte Boulevard and De Forest Road is classified as a Collector as per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 28 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.*

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#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*The presence of elementary school, multiple driveways, and horizontal curves justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.*
24	California Avenue	Reservation Road	Carmel Avenue	30	37	0.52	1.07	No	No	30		*California Avenue between Reservation Road and Carmel Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 37 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking, Class II bike lanes, multiple driveways, vertical and horizontal curve, and residential land use justify reducing the 85th percentile speed limit.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 30 mph, in compliance with CVC Section 627 and 22358.5.*
25	California Avenue	Carmel Avenue	Reindollar Avenue	25	32	0.00	1.07	No	No	25		*California Avenue between Carmel Avenue and Reindollar Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 32 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking, Class II bike lanes, residential land uses, vertical curve, and residential land use justify reducing the 85th percentile speed limit.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 30 mph, in compliance with CVC Section 627 and 22358.5..* *The existing posted speed limit of 25 mph is retained.*
26	California Avenue	Reindollar Avenue	Imjin Parkway	40	45	0.30	1.07	No	No	40		*California Avenue between Reindollar Avenue and Imjin Parkway is classified as an arterial per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 45 mph. The collision rate*

#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*is lower than the expected collision rate for similar facilities statewide.* *The presence of Class II Bike Lanes, horizontal and vertical curves justify further reducing the observed 85th percentile speed. Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used. It is therefore recommended that the existing posted speed limit of 40 mph is retained.*
27	California Avenue	Imjin Parkway	8th Street	30	28	0.00	1.07	No	No	30		*California Avenue between Imjin Parkway and 8th Street is classified as an arterial per the General Plan. The existing speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 28 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 30 mph is retained.*
28	Reindollar Avenue	Del Monte Boulevard	California Avenue	25	34	0.00	1.07	No	No	25		*Reindollar Avenue between Del Monte Boulevard and California Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 34 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 25 mph is retained.*
29	Reindollar Avenue/Bostick Avenue	California Avenue	Carmel Avenue	30	33	0.00	1.07	No	No	**25**	**-5**	*Reindollar Avenue between California Avenue and Carmel Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 33 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision*

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#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*rate for similar facilities statewide.* *The presence of on-street parking, multiple driveways, vertical and horizontal curve, uncontrolled crosswalks, and residential land uses justify reducing the 85th percentile speed limit.* *Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.*
30	Carmel Avenue	Del Monte Boulevard	California Avenue	25	31	0.70	1.07	No	No	25		*Carmel Avenue between Del Monte Boulevard and California Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 31 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking, multiple driveways, vertical curve, uncontrolled crosswalks, and residential land uses justify reducing the 85th percentile speed limit.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 25 mph, in compliance with CVC Section 627 and 22358.5.*
31	Carmel Avenue	California Avenue	Salinas Avenue	25	29	0.00	1.07	No	No	25		*Carmel Avenue between California Avenue and Salinas Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 29 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking, multiple driveways, uncontrolled crosswalk, and vertical curve justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.*
32	Salinas Avenue	Carmel Avenue	Reservation Road	25	24	0.00	1.07	No	No	25		*Salinas Avenue between Carmel Avenue and Reservation Road is classified as a Collector per the General Plan. The posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 24 mph. The CVC 22358.6(a)*

#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 25 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 25 mph is retained.*
33	Paul Davis Drive	Healy Avenue	Marina Greens Drive	30	25	0.00	1.07	No	No	**25**	**-5**	*Paul Davis Drive between Healy Avenue and Marina Greens Drive is classified as a Collector per the General Plan. The posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 25 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding the 85th percentile speed to 25 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *Presence of on-street parking, multiple driveways, and horizontal curves justifies lowering the speed limit. It is recommended that the observed 85th percentile speed limit of 25 mph is adopted for this segment.*
34	Patton Parkway	Marina High School	California Avenue	40	41	2.30	1.07	Yes	No	**35**	**-5**	*Patton Parkway between Marina High School and California Avenue is classified as a Collector as per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 41 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 40 mph.* *The collision rate is higher than the expected collision rate for similar facilities statewide. The presence of bike routes, horizontal/vertical curves, and residential/school land uses justify reducing the 85th percentile speed limit.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 35 mph, in compliance with CVC Section 627 and 22358.5.*
35	Crescent Street	Patton Parkway	Reindollar Avenue	25	30	0.00	1.07	No	No	25		*Crescent Street between Patton Parkway and Reindollar Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 30 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision*

#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*rate for similar facilities statewide.* *The presence of on-street parking, multiple driveways, horizontal and vertical curves justify further reducing the observed 85th percentile speed. Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.*
36	Vaughan Avenue	Reindollar Avenue	Carmel Avenue	25	29	0.00	1.07	No	No	25		*Vaughan Avenue between Reindollar Avenue and Carmel Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 29 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking, multiple driveways, and vertical curve justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.*
37	Seacrest Avenue	Carmel Avenue	Reservation Road	30	31.15	1.53	1.07	Yes	No	30		*Seacrest Avenue between Carmel Avenue and Reservation Road is classified as a Collector as per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 31.15 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 30 mph. The collision rate is higher than the expected collision rate for similar facilities statewide.* *The presence of on-street parking, vertical curve, and residential/commercial land uses justify maintaining the existing posted speed limit. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 30 mph is retained.*
38	Sunset Avenue	Reindollar Avenue	Carmel Avenue	25	31	0.00	1.07	No	No	25		*Sunset Avenue between Reindollar Avenue and Carmel Avenue is classified as a Collector per the General Plan. The posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 31 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for*

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#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*similar facilities statewide.* *The presence of on-street parking, vertical curve, and residential/commercial land uses justify reducing the 85th percentile speed limit.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 25 mph, in compliance with CVC Section 627 and 22358.5.*
39	Lake Drive	Palm Avenue	Reservation Road	25	36	1.50	1.07	Yes	No	25		*Lake Drive between Palm Avenue and Reservation Road is classified as a Collector as per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 36 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 35 mph.* *Higher than the expected collision rate, presence of on-street parking, driveways and surrounding residential land uses justify maintaining the existing posted speed limit. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 25 mph is retained.*
40	Palm Avenue	Lake Drive	Del Monte Boulevard	25	28	0.00	1.07	No	No	25		*Palm Avenue between Lake Drive and Del Monte Boulevard is classified as a Collector as per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 28 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking, multiple driveways, vertical curve, and residential land uses justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.*
41	Abrams Drive	Preston Drive	Imjin Parkway	30	34	1.93	1.07	Yes	No	30		*Abrams Drive between Preston Drive and Imjin Parkway is classified as a Collector per the General Plan. The posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 34 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35*

#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*mph..* *Higher than the expected collision rate, presence of horizontal and vertical curve, and residential land uses justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.*
42	Preston Drive	Abrams Drive	Imjin Parkway	30	29.15	0.00	1.07	No	No	30		*Preston Drive between Abrams Drive and Imjin Parkway is classified as a Collector as per the General Plan. The posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 29.15 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Presence of driveways, park, residential land uses, horizontal and vertical curves further justify maintaining the existing posted speed limit. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 30 mph is retained.*
43	3rd Avenue	Imjin Parkway	8th Street	25	27	0.00	1.07	No	No	25		*3rd Avenue between Imjin Parkway and 8th Street is classified as a Collector as per the General Plan. The posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 27 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 25 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Presence of on-street parking, vertical curve, residential and commercial land uses further justify maintaining the existing posted speed limit. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 25 mph is retained.*
44	Abrams Drive	Imjin Parkway	Preston Drive	25	35.15	0.00	1.07	No	No	25		*Abrams Drive between Imjin Parkway and Preston Drive is classified as a Collector as per the General Plan. The posted speed limit is 25 mph. The radar speed data*

#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									
		(West)										*collected shows the 85th-percentile speed as 35.15 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking , Class II bike lanes, horizontal and vertical curve justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 30 mph, in compliance with CVC Section 627 and 22358.5.* *The resulting speed limit of 30 mph is still more than is reasonable or safe per City staff. It is therefore recommended that the City adopt a lower speed limit by ordinance to 25 mph, which is the existing posted speed limit.* *It should be noted that this segment was not included in the previous 'Engineering & Traffic Survey (E&TS)' study conducted by the City. Therefore, 'CVC Section 22358.8' as identified in AB 43, which allows local authorities to retain current speed limit or restore immediately prior speed limit, cannot be used.* *The existing posted speed limit of 25 mph is retained.*
45	Marina Heights Drive	California Avenue	Imjin Parkway	25	34	0.00	1.07	No	No	25		*Marina Heights Drive between California Avenue and Imjin Pakrway is classified as a Collector as per the General Plan. The posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 34 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.* *The presence of on-street parking , Class II bike lanes, horizontal and vertical curve justify further reducing the observed 85th percentile speed.* *Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.* *The resulting speed limit of 30 mph is still more than is reasonable or safe per City staff. It is therefore recommended that the City adopt a lower speed limit by ordinance to 25 mph, which is the existing posted speed limit.* *It should be noted that this segment was not included in the previous 'Engineering & Traffic Survey (E&TS)' study conducted by the City. Therefore, 'CVC Section 22358.8' as identified in AB 43, which allows local authorities to retain current*

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#	Street Name	Segment		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Segment Collision Rate (CR)	Expected Collision Rate (CR)	Segment CR > Expected CR	Safety Corridor Or Area of High Concentration of Bicyclists or Pedestrians	Draft Recommended Speed Limit (MPH)	Change Speed Limit (MPH)	Justifications
		Limit 1	Limit 2									*speed limit or restore immediately prior speed limit, cannot be used.* *The existing posted speed limit of 25 mph is retained.*
Notes: *1. None. Imjin Parkway from California Avenue to Reservation Road is currently under construction.*												

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Figure 2: City of Marina Recommended Speed Limits



Appendix A

California Vehicle Code (CVC) - Applicable Sections

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Cal. Veh. Code § 627

Section 627 - "Engineering and traffic survey" defined

(a)"Engineering and traffic survey," as used in this code, means a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by state and local authorities.
(b) An engineering and traffic survey shall include, among other requirements deemed necessary by the department, consideration of all of the following:
(1) Prevailing speeds as determined by traffic engineering measurements.

(2) Accident records.

(3) Highway, traffic, and roadside conditions not readily apparent to the driver.

(c) When conducting an engineering and traffic survey, local authorities, in addition to the factors set forth in paragraphs (1) to (3), inclusive, of subdivision (b) may consider all of the following:
(1) Residential density, if any of the following conditions exist on the particular portion of highway and the property contiguous thereto, other than a business district:
(A) Upon one side of the highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures.

(B) Upon both sides of the highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.

(C) The portion of highway is longer than one-quarter of a mile but has the ratio of separate dwelling houses or business structures to the length of the highway described in either subparagraph (A) or (B).

(2) Safety of bicyclists and pedestrians, with increased consideration for vulnerable pedestrian groups including children, seniors, persons with disabilities, users of personal assistive mobility devices, and the unhoused.

Ca. Veh. Code § 627

Amended by Stats 2021 ch 690 (AB 43),s 1, eff. 1/1/2022.
Amended by Stats 2000 ch 45 (AB 2767), s 1, eff. 1/1/2001.

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Cal. Veh. Code § 21400

Section 21400 - Uniform standards and specifications for official traffic control devices

(a) The Department of Transportation shall, after consultation with local agencies and public hearings, adopt rules and regulations prescribing uniform standards and specifications for all official traffic control devices placed pursuant to this code, including, but not limited to, stop signs, yield right-of-way signs, speed restriction signs, railroad warning approach signs, street name signs, lines and markings on the roadway, and stock crossing signs placed pursuant to Section 21364.
(b) The Department of Transportation shall, after notice and public hearing, determine and publicize the specifications for uniform types of warning signs, lights, and devices to be placed upon a highway by a person engaged in performing work that interferes with or endangers the safe movement of traffic upon that highway.
(c) Only those signs, lights, and devices as are provided for in this section shall be placed upon a highway to warn traffic of work that is being performed on the highway.
(d) Control devices or markings installed upon traffic barriers on or after January 1, 1984, shall conform to the uniform standards and specifications required by this section.

Ca. Veh. Code § 21400

Amended by Stats 2021 ch 690 (AB 43),s 2, eff. 1/1/2022.
Amended by Stats 2011 ch 528 (AB 529),s 2, eff. 1/1/2012.

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Cal. Veh. Code § 22352

Section 22352 - Prima facie limits

The prima facie limits are as follows and shall be applicable unless changed as authorized in this code and, if so changed, only when signs have been erected giving notice thereof:

(a) Fifteen miles per hour:

(1) When traversing a railway grade crossing, if during the last 100 feet of the approach to the crossing the driver does not have a clear and unobstructed view of the crossing and of any traffic on the railway for a distance of 400 feet in both directions along the railway. This subdivision does not apply in the case of any railway grade crossing where a human flagperson is on duty or a clearly visible electrical or mechanical railway crossing signal device is installed but does not then indicate the immediate approach of a railway train or car.

(2) When traversing any intersection of highways if during the last 100 feet of the driver's approach to the intersection the driver does not have a clear and unobstructed view of the intersection and of any traffic upon all of the highways entering the intersection for a distance of 100 feet along all those highways, except at an intersection protected by stop signs or yield right-of-way signs or controlled by official traffic control signals.

(3) On any alley.

(b) Twenty-five miles per hour:

(1) On any highway, in any business or residence district unless a different speed is determined by local authority or the Department of Transportation under procedures set forth in this code.

(2) When approaching or passing a school building or the grounds thereof, contiguous to a highway and posted with a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching or passing any school grounds which are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a standard "SCHOOL" warning sign. For purposes of this subparagraph, standard "SCHOOL" warning signs may be placed at any distance up to 500 feet away from school grounds.

(3) When passing a senior center or other facility primarily used by senior citizens, contiguous to a street other than a state highway and posted with a standard "SENIOR" warning sign. A local authority may erect a sign pursuant to this paragraph when the local agency makes a determination that the proposed signing should be implemented. A local authority may request grant funding from the Active Transportation Program pursuant to Chapter 8 (commencing with Section 2380) of Division 3 of the Streets and Highways Code, or any other grant funding available to it, and use that grant funding to pay for the

erection of those signs, or may utilize any other funds available to it to pay for the erection of those signs, including, but not limited to, donations from private sources.

Ca. Veh. Code § 22352

Amended by Stats 2021 ch 690 (AB 43),s 3, eff. 1/1/2022.
Amended by Stats 2015 ch 12 (AB 95),s 15, eff. 6/24/2015.
Amended by Stats 2013 ch 240 (AB 707),s 1, eff. 1/1/2013.

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Cal. Veh. Code § 22358.6

Section 22358.6 - Rounding speed limits in relation to free-flowing traffic

(a) The Department of Transportation shall, in the next scheduled revision, revise and thereafter maintain the California Manual on Uniform Traffic Control Devices to require the Department of Transportation or a local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic.
(b) In cases in which the speed limit needs to be rounded down to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may lower the speed limit by five miles per hour from the nearest five mile per hour increment of the 85th-percentile speed, in compliance with Sections 627 and 22358.5 and the California Manual on Uniform Traffic Control Devices, as it read on March 30, 2021, if the reasons for the lower speed limit are documented in an engineering and traffic survey. The Department of Transportation or a local authority may also take into consideration Sections 22353, 22353.2, 22353.3, 22353.4, and 22353.5, if applicable.
(c) In cases in which the speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may decide to instead round down the speed limit to the lower five miles per hour increment. If the speed limit is rounded down pursuant to this subdivision, the speed limit shall not be reduced any further pursuant to subdivision (b).
(d) In addition to subdivisions (b) and (c), a local authority may additionally lower the speed limit as provided in Section 22358.7.
(e) The total reduction in the speed limit pursuant to subdivisions (a) to (d), inclusive, shall not exceed 12.4 miles per hour from the 85th percentile speed.
(f) Notwithstanding subdivisions (a) to (e), inclusive, a local authority may retain the currently adopted speed limit as provided in Section 22358.8 without further reduction, or restore the immediately prior adopted speed limit as provided in Section 22358.8 without further reduction.

Ca. Veh. Code § 22358.6

Amended by Stats 2022 ch 406 (AB 1938),s 2, eff. 1/1/2023.
Added by Stats 2021 ch 690 (AB 43),s 6, eff. 1/1/2022.

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Cal. Veh. Code § 22358.7

Section 22358.7 - Reducing speed limits

(a) If a local authority, after completing an engineering and traffic survey, finds that the speed limit is still more than is reasonable or safe, the local authority may, by ordinance, determine and declare a prima facie speed limit that has been reduced an additional five miles per hour for either of the following reasons:

(1) The portion of highway has been designated as a safety corridor. A local authority shall not deem more than one-fifth of their streets as safety corridors.

(2) The portion of highway is adjacent to any land or facility that generates high concentrations of bicyclists or pedestrians, especially those from vulnerable groups such as children, seniors, persons with disabilities, and the unhoused.

(b)

(1) As used in this section, "safety corridor" shall be defined by the Department of Transportation in the next revision of the California Manual on Uniform Traffic Control Devices. In making this determination, the department shall consider highways that have the highest number of serious injuries and fatalities based on collision data that may be derived from, but not limited to, the Statewide Integrated Traffic Records System.

(2) The Department of Transportation shall, in the next revision of the California Manual on Uniform Traffic Control Devices, determine what constitutes land or facilities that generate high concentrations of bicyclists and pedestrians, as used in paragraph (2) of subdivision (a). In making this determination, the department shall consider density, road use type, and bicycle and pedestrian infrastructure present on a section of highway.

(c)A local authority may not lower a speed limit as authorized by this section until June 30, 2024, or until the Judicial Council has developed an online tool for adjudicating infraction violations statewide as specified in Article 7 (commencing with Section 68645) of Chapter 2 of Title 8 of the Government Code, whichever is sooner.

(d)A local authority shall issue only warning citations for violations of exceeding the speed limit by 10 miles per hour or less for the first 30 days that a lower speed limit is in effect as authorized by this section.

Ca. Veh. Code § 22358.7

Added by Stats 2021 ch 690 (AB 43),s 7, eff. 1/1/2022.

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Cal. Veh. Code § 22358.8

Section 22358.8 - Retaining or restoring speed limit

(a) If a local authority, after completing an engineering and traffic survey, finds that the speed limit is still more than is reasonable or safe, the local authority may, by ordinance, retain the currently adopted speed limit or restore the immediately prior adopted speed limit if that speed limit was established with an engineering and traffic survey and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established that speed limit.

(b) This section does not authorize a speed limit to be reduced by any more than five miles per hour from the currently adopted speed limit nor below the immediately prior speed limit.

(c)A local authority shall issue only warning citations for violations of exceeding the speed limit by 10 miles per hour or less for the first 30 days that a lower speed limit is in effect as authorized by this section.

Ca. Veh. Code § 22358.8

Amended by Stats 2022 ch 406 (AB 1938),s 3, eff. 1/1/2023.
Added by Stats 2021 ch 690 (AB 43),s 8, eff. 1/1/2022.

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Cal. Veh. Code § 627

Section 627 - "Engineering and traffic survey" defined

(a)"Engineering and traffic survey," as used in this code, means a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by state and local authorities.
(b) An engineering and traffic survey shall include, among other requirements deemed necessary by the department, consideration of all of the following:
(1) Prevailing speeds as determined by traffic engineering measurements.

(2) Accident records.

(3) Highway, traffic, and roadside conditions not readily apparent to the driver.

(c) When conducting an engineering and traffic survey, local authorities, in addition to the factors set forth in paragraphs (1) to (3), inclusive, of subdivision (b) may consider all of the following:
(1) Residential density, if any of the following conditions exist on the particular portion of highway and the property contiguous thereto, other than a business district:
(A) Upon one side of the highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures.

(B) Upon both sides of the highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.

(C) The portion of highway is longer than one-quarter of a mile but has the ratio of separate dwelling houses or business structures to the length of the highway described in either subparagraph (A) or (B).

(2) Safety of bicyclists and pedestrians, with increased consideration for vulnerable pedestrian groups including children, seniors, persons with disabilities, users of personal assistive mobility devices, and the unhoused.

Ca. Veh. Code § 627

Amended by Stats 2021 ch 690 (AB 43),s 1, eff. 1/1/2022.
Amended by Stats 2000 ch 45 (AB 2767), s 1, eff. 1/1/2001.

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Cal. Veh. Code § 21400

Section 21400 - Uniform standards and specifications for official traffic control devices

(a) The Department of Transportation shall, after consultation with local agencies and public hearings, adopt rules and regulations prescribing uniform standards and specifications for all official traffic control devices placed pursuant to this code, including, but not limited to, stop signs, yield right-of-way signs, speed restriction signs, railroad warning approach signs, street name signs, lines and markings on the roadway, and stock crossing signs placed pursuant to Section 21364.
(b) The Department of Transportation shall, after notice and public hearing, determine and publicize the specifications for uniform types of warning signs, lights, and devices to be placed upon a highway by a person engaged in performing work that interferes with or endangers the safe movement of traffic upon that highway.
(c) Only those signs, lights, and devices as are provided for in this section shall be placed upon a highway to warn traffic of work that is being performed on the highway.
(d) Control devices or markings installed upon traffic barriers on or after January 1, 1984, shall conform to the uniform standards and specifications required by this section.

Ca. Veh. Code § 21400

Amended by Stats 2021 ch 690 (AB 43),s 2, eff. 1/1/2022.
Amended by Stats 2011 ch 528 (AB 529),s 2, eff. 1/1/2012.

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Cal. Veh. Code § 22352

Section 22352 - Prima facie limits

The prima facie limits are as follows and shall be applicable unless changed as authorized in this code and, if so changed, only when signs have been erected giving notice thereof:

(a) Fifteen miles per hour:

(1) When traversing a railway grade crossing, if during the last 100 feet of the approach to the crossing the driver does not have a clear and unobstructed view of the crossing and of any traffic on the railway for a distance of 400 feet in both directions along the railway. This subdivision does not apply in the case of any railway grade crossing where a human flagperson is on duty or a clearly visible electrical or mechanical railway crossing signal device is installed but does not then indicate the immediate approach of a railway train or car.

(2) When traversing any intersection of highways if during the last 100 feet of the driver's approach to the intersection the driver does not have a clear and unobstructed view of the intersection and of any traffic upon all of the highways entering the intersection for a distance of 100 feet along all those highways, except at an intersection protected by stop signs or yield right-of-way signs or controlled by official traffic control signals.

(3) On any alley.

(b) Twenty-five miles per hour:

(1) On any highway, in any business or residence district unless a different speed is determined by local authority or the Department of Transportation under procedures set forth in this code.

(2) When approaching or passing a school building or the grounds thereof, contiguous to a highway and posted with a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching or passing any school grounds which are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a standard "SCHOOL" warning sign. For purposes of this subparagraph, standard "SCHOOL" warning signs may be placed at any distance up to 500 feet away from school grounds.

(3) When passing a senior center or other facility primarily used by senior citizens, contiguous to a street other than a state highway and posted with a standard "SENIOR" warning sign. A local authority may erect a sign pursuant to this paragraph when the local agency makes a determination that the proposed signing should be implemented. A local authority may request grant funding from the Active Transportation Program pursuant to Chapter 8 (commencing with Section 2380) of Division 3 of the Streets and Highways Code, or any other grant funding available to it, and use that grant funding to pay for the

erection of those signs, or may utilize any other funds available to it to pay for the erection of those signs, including, but not limited to, donations from private sources.

Ca. Veh. Code § 22352

Amended by Stats 2021 ch 690 (AB 43),s 3, eff. 1/1/2022.
Amended by Stats 2015 ch 12 (AB 95),s 15, eff. 6/24/2015.
Amended by Stats 2013 ch 240 (AB 707),s 1, eff. 1/1/2013.

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Cal. Veh. Code § 22358.6

Section 22358.6 - Rounding speed limits in relation to free-flowing traffic

(a) The Department of Transportation shall, in the next scheduled revision, revise and thereafter maintain the California Manual on Uniform Traffic Control Devices to require the Department of Transportation or a local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic.
(b) In cases in which the speed limit needs to be rounded down to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may lower the speed limit by five miles per hour from the nearest five mile per hour increment of the 85th-percentile speed, in compliance with Sections 627 and 22358.5 and the California Manual on Uniform Traffic Control Devices, as it read on March 30, 2021, if the reasons for the lower speed limit are documented in an engineering and traffic survey. The Department of Transportation or a local authority may also take into consideration Sections 22353, 22353.2, 22353.3, 22353.4, and 22353.5, if applicable.
(c) In cases in which the speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may decide to instead round down the speed limit to the lower five miles per hour increment. If the speed limit is rounded down pursuant to this subdivision, the speed limit shall not be reduced any further pursuant to subdivision (b).
(d) In addition to subdivisions (b) and (c), a local authority may additionally lower the speed limit as provided in Section 22358.7.
(e) The total reduction in the speed limit pursuant to subdivisions (a) to (d), inclusive, shall not exceed 12.4 miles per hour from the 85th percentile speed.
(f) Notwithstanding subdivisions (a) to (e), inclusive, a local authority may retain the currently adopted speed limit as provided in Section 22358.8 without further reduction, or restore the immediately prior adopted speed limit as provided in Section 22358.8 without further reduction.

Ca. Veh. Code § 22358.6

Amended by Stats 2022 ch 406 (AB 1938),s 2, eff. 1/1/2023.
Added by Stats 2021 ch 690 (AB 43),s 6, eff. 1/1/2022.

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Cal. Veh. Code § 22358.7

Section 22358.7 - Reducing speed limits

(a) If a local authority, after completing an engineering and traffic survey, finds that the speed limit is still more than is reasonable or safe, the local authority may, by ordinance, determine and declare a prima facie speed limit that has been reduced an additional five miles per hour for either of the following reasons:

(1) The portion of highway has been designated as a safety corridor. A local authority shall not deem more than one-fifth of their streets as safety corridors.

(2) The portion of highway is adjacent to any land or facility that generates high concentrations of bicyclists or pedestrians, especially those from vulnerable groups such as children, seniors, persons with disabilities, and the unhoused.

(b)

(1) As used in this section, "safety corridor" shall be defined by the Department of Transportation in the next revision of the California Manual on Uniform Traffic Control Devices. In making this determination, the department shall consider highways that have the highest number of serious injuries and fatalities based on collision data that may be derived from, but not limited to, the Statewide Integrated Traffic Records System.

(2) The Department of Transportation shall, in the next revision of the California Manual on Uniform Traffic Control Devices, determine what constitutes land or facilities that generate high concentrations of bicyclists and pedestrians, as used in paragraph (2) of subdivision (a). In making this determination, the department shall consider density, road use type, and bicycle and pedestrian infrastructure present on a section of highway.

(c)A local authority may not lower a speed limit as authorized by this section until June 30, 2024, or until the Judicial Council has developed an online tool for adjudicating infraction violations statewide as specified in Article 7 (commencing with Section 68645) of Chapter 2 of Title 8 of the Government Code, whichever is sooner.

(d)A local authority shall issue only warning citations for violations of exceeding the speed limit by 10 miles per hour or less for the first 30 days that a lower speed limit is in effect as authorized by this section.

Ca. Veh. Code § 22358.7

Added by Stats 2021 ch 690 (AB 43),s 7, eff. 1/1/2022.

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Cal. Veh. Code § 22358.8

Section 22358.8 - Retaining or restoring speed limit

(a) If a local authority, after completing an engineering and traffic survey, finds that the speed limit is still more than is reasonable or safe, the local authority may, by ordinance, retain the currently adopted speed limit or restore the immediately prior adopted speed limit if that speed limit was established with an engineering and traffic survey and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established that speed limit.

(b) This section does not authorize a speed limit to be reduced by any more than five miles per hour from the currently adopted speed limit nor below the immediately prior speed limit.

(c)A local authority shall issue only warning citations for violations of exceeding the speed limit by 10 miles per hour or less for the first 30 days that a lower speed limit is in effect as authorized by this section.

Ca. Veh. Code § 22358.8

Amended by Stats 2022 ch 406 (AB 1938),s 3, eff. 1/1/2023.
Added by Stats 2021 ch 690 (AB 43),s 8, eff. 1/1/2022.

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Appendix B

Manual of Uniform Traffic Control Devices (MUTCD) – Applicable Sections

DRAFT

04 **If used, the Overhead Pedestrian Crossing sign shall be placed over the roadway at the crosswalk location.**

05 **An In-Street or Overhead Pedestrian Crossing sign shall not be placed in advance of the crosswalk to educate road users about the State law prior to reaching the crosswalk, nor shall it be installed as an educational display that is not near any crosswalk.**

Guidance:

06 *If an island (see Chapter 3I) is available, the In-Street Pedestrian Crossing sign, if used, should be placed on the island.*

Option:

07 If a Pedestrian Crossing (W11-2) warning sign is used in combination with an In-Street or an Overhead Pedestrian Crossing sign, the W11-2 sign with a diagonal downward pointing arrow (W16-7P) plaque may be post-mounted on the right-hand side of the roadway at the crosswalk location.

Standard:

08 **The In-Street Pedestrian Crossing sign and the Overhead Pedestrian Crossing sign shall not be used at ~~signalized locations~~ controlled approaches.**

09 **The STOP FOR legend shall only be used in States where the State law specifically requires that a driver must stop for a pedestrian in a crosswalk.**

10 **The In-Street Pedestrian Crossing sign shall have a black legend (except for the red ~~STOP or~~ YIELD sign symbols) and border on a white background, surrounded by an outer yellow or fluorescent yellow-green background area (see Figure 2B-2). The Overhead Pedestrian Crossing sign shall have a black legend and border on a yellow or fluorescent yellow-green background at the top of the sign and a black legend and border on a white background at the bottom of the sign (see Figure 2B-2).**

11 **Unless the In-Street Pedestrian Crossing sign is placed on a physical island, the sign support shall be designed to bend over and then bounce back to its normal vertical position when struck by a vehicle.**

Support:

12 The Provisions of Section 2A.18 concerning mounting height are not applicable for the In-Street Pedestrian Crossing sign.

Standard:

13 **The top of an In-Street Pedestrian Crossing sign shall be a maximum of 4 feet above the pavement surface. The top of an In-Street Pedestrian Crossing sign placed in an island shall be a maximum of 4 feet above the island surface.**

Option:

14 The In-Street Pedestrian Crossing sign may be used ~~seasonably~~ seasonally to prevent damage in winter because of plowing operations, and may be removed at night if the pedestrian activity at night is minimal.

15 In-Street Pedestrian Crossing signs, Overhead Pedestrian Crossing signs, and Yield Here To ~~(Stop Here For)~~ Pedestrians signs may be used together at the same crosswalk.

Section 2B.13 Speed Limit Sign (R2-1)

Support:

00 The setting of speed limits can be controversial and requires a rational and defensible determination to maintain public confidence. Speed limits are normally set near the 85th-percentile speed that statistically represents one standard deviation above the average speed and establishes the upper limit of what is considered reasonable and prudent. As with most laws, speed limits need to depend on the voluntary compliance of the greater majority of motorists. Speed limits cannot be set arbitrarily low, as this would create violators of the majority of drivers and would not command the respect of the public. Artificially low speed limits can lead to poor compliance as well as large variations in speed within the traffic stream. Increased speed variance can also create more conflicts and passing maneuvers.

00a The most effective way to reduce speeds is through a combination of strategies using traffic control devices related to speed management, roadway design and engineering solutions, traffic calming techniques and measures, public education, and enforcement efforts. Effectively managing road user speed relies on numerous factors, which include enforcement, roadway characteristics, surrounding environment, adjacent land use, and traffic control devices. Many studies find that engineering changes, such as change a road's infrastructure, are one of the most important factors in reducing vehicle operating speeds. Engineering changes are also one of the most effective interventions at reducing pedestrian injury and

fatality rates. Potential street engineering changes, such as curb extensions, median islands, raised crosswalks, roundabouts, and speed bumps or speed humps, naturally result in lower speeds. It is realized that these engineering changes can be costly and time-consuming to implement.

Standard:

01 **Speed zones (other than statutory speed limits) shall only be established on the basis of an engineering and traffic survey (E&TS) ~~study~~ that has been performed in accordance with traffic engineering practices. The engineering study shall include an analysis of the current speed distribution of free-flowing vehicles.**

02 **The Speed Limit (R2-1) sign (see Figure 2B-3) shall display the limit established by law, ordinance, regulation, or as adopted by the authorized agency based on the engineering study. The speed limits displayed shall be in multiples of 5 mph.**

03 **Speed Limit (R2-1) signs, indicating speed limits for which posting is required by law, shall be located at the points of change from one speed limit to another.**

04 **At the downstream end of the section to which a speed limit applies, a Speed Limit sign showing the next speed limit shall be installed. Additional Speed Limit signs shall be installed beyond major intersections and at other locations where it is necessary to remind road users of the speed limit that is applicable.**

05 **Speed Limit signs indicating the statutory speed limits shall be installed at entrances to the State and, where appropriate, at jurisdictional boundaries in urban areas.**

Support:

06 In general, the maximum speed limits applicable to rural and urban roads are established:

A. Statutorily – a maximum speed limit applicable to a particular class of road, such as freeways or city streets, that is established by State law; or

B. As altered speed zones – based on engineering studies.

07 State statutory limits might restrict the maximum speed limit that can be established on a particular road, notwithstanding what an engineering study might indicate.

Option:

08 ~~If a jurisdiction has a policy of installing Speed Limit signs in accordance with statutory requirements only on the streets that enter a city, neighborhood, or residential area to indicate the speed limit that is applicable to the entire city, neighborhood, or residential area unless otherwise posted, a CITYWIDE (R2-5aP), NEIGHBORHOOD (R2-5bP), or RESIDENTIAL (R2-5cP) plaque may be mounted above the Speed Limit sign and an UNLESS OTHERWISE POSTED (R2-5P) plaque may be mounted below the Speed Limit sign (see Figure 2B-3).~~

Guidance:

09 *A Reduced Speed Limit Ahead (W3-5 or W3-5a) sign (see Section 2C.38) should be used to inform road users of a reduced speed zone where the speed limit is being reduced by more than 10 mph, or where engineering judgment indicates the need for advance notice to comply with the posted speed limit ahead.*

10 *States and local agencies should conduct engineering studies at least once every 5, 7 or 14 years, in compliance with CVC Section 40802 to reevaluate non-statutory speed limits on segments of their roadways that have undergone significant changes since the last review, such as the addition or elimination of parking or driveways, changes in the number of travel lanes, changes in the configuration of bicycle lanes, changes in traffic control signal coordination, or significant changes in traffic volumes.*

11 *No more than three speed limits should be displayed on any one Speed Limit sign or assembly.*

12 ~~*When a speed limit within a speed zone is posted, it should be within 5 mph of the 85th percentile speed of free-flowing traffic.*~~

CVC Section 22358.6 – 85th-Percentile, Rounding, 5 mph Increment, 5 mph speed reduction and Maximum Speed Reduction

Standard:

12a **When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic (CVC Section 22358.6(a)), except as shown in the two Options below for rounding down and using 5 mph speed reduction (CVC Section 22358.6(b)), or rounding up (CVC Section 22358.6(c)), or if using additional 5 mph speed reduction on local agency roadways for safety corridor designation (CVC Section 22358.7(a)(1)) or adjacent to land or facility generating high concentrations of bicyclists and pedestrians (CVC Section 22358.7(a)(2)).**

Option:

1. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5. CVC Sections 22353, 22353.2, 22353.3, 22353.4, and 22353.5, may also be considered, if applicable. See Standard below for documentation requirements. Refer to CVC Section 22358.6(b).
2. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used. Refer to CVC Section 21400(b). Refer to CVC Section 22358.6(c).

Standard:

12b **If the speed limit to be posted has had the 5 mph reduction applied, then an E&TS shall document in writing the conditions and justification for the lower speed limit and be approved by a registered Civil or Traffic Engineer. The reasons for the lower speed limit shall be in compliance with CVC Sections 627 and 22358.5. Refer to Section 22358.6(b).**

12c **The total reduction in the speed limit using the nearest 5 mph increment (CVC Section 22358.6(a)), rounding up (CVC Section 22358.6(c)), rounding down and using 5 mph speed reduction (CVC Section22358.6(b)), additional 5 mph speed reduction for safety corridor designation (CVC Section 22358.7(a)(1)) or adjacent to land or facility generating high concentrations of bicyclists and pedestrians (CVC Section 22358.7(a)(2)), this speed reduction shall not exceed 12.4 mph from the 85th-percentile speed. Refer to CVC Section 22358.6(e).**

Support:

12d Refer to Tables 2B-103(CA) and 2B-104(CA), which provides examples of 85th-percentile speed values and the application of the speed limit policies and criteria applicable per CVC 22358.6 and 22358.7.

12e Any existing E&TS that was performed before January 1, 2022 in accordance with previous traffic control device standards is not required to be updated until it is due for reevaluation per the 5, 7 or 14 year criteria.

CVC Sections 22358.7, 22358.8 and 22358.9 – Applicability on State Highway System & Local Agency Roadways

Standard:

12f **CVC Sections 22358.7, 22358.8 and 22358.9 and their related policies shall not be applicable to roadways on the State Highway System.**

Support:

12g CVC Sections 22358.7, 22358.8 and 22358.9 and their related policies are applicable on local agency roadways.

12h CVC Sections 22358.7, 22358.8 and 22358.9 and their related policies are also applicable on any privately owned and maintained roads or commercial establishments, if the private road or private property has been subjected to the CVC application by the private property owner or a particular city or county enacts an ordinance or resolution to this effect. Refer to CVC Sections 21100, 21100.1, 21107, 21107.5, 21107.6, and 21107.7.

Standard:

12i **The additional 5 mph speed reduction allowed by CVC Section 22358.7 on designated safety corridors or on portions of highway adjacent to any land or facility that generates high concentrations of bicyclists or pedestrians, shall not be applicable on any roadway segment that is on the State Highway System**

12j **The option allowed by CVC Section 22358.8 to retain the currently adopted speed limit or restore the immediately prior adopted speed limit, shall not be applicable on any roadway segment that is on the State Highway System.**

12k **Declaring prima facie speed limits of 25 mph or 20 mph on a highway contiguous to a business activity district allowed by CVC Section 22358.9 shall not be applicable on any roadway segment that is on the State Highway System.**

CVC Section 22358.7 – Safety corridor and Land or Facilities Generating High Concentrations of Bicyclists and Pedestrians

Standard:

12l **Additional lowering of the speed limits from those calculated using rounding (up or down) per CVC Section 22358.6(b) and 22358.6(c) and 5 mph speed reduction using CVC Section 22358.6(b), as included in paragraph 12a, and Options #1 and #2 processes, is prohibited, except for the local agency roadway segments designated as "safety corridor" or "land or facilities that generate high concentrations of bicyclists and pedestrians" in compliance with CVC Sections 22358.6(d) and 22358.7.**

Option:

12m Local agencies may additionally lower the speed limits by 5 mph from those calculated using rounding (up or down) per CVC Section 22358.6(b) and 22358.6(c) and 5 mph speed reduction using CVC Section 22358.6(b) if, after completing an E&TS, find that the speed limit is still more than is reasonable or safe, for either of the following reasons:

1. The portion of a highway has been designated as a safety corridor.
2. The portion of highway is adjacent to any land or facility that generates high concentrations of bicyclists or pedestrians, especially those from vulnerable groups such as children, seniors, persons with disabilities, and the unhoused.

CVC Section 22358.7(a)(1) – "Safety Corridor" Definition

Standard:

12n **A safety corridor shall be defined as a roadway segment within an overall roadway network where the highest number of serious injury and fatality crashes occur.**

12o **One or more of the required crash weighting factors listed in the Table 2B-105(CA) shall be used to prioritize the locations of fatal and serious injury crashes in developing the "Safety Corridor".**

Option:

12p Data used to determine a safety corridor may be from the most recent Engineering and Traffic Survey (E&TS) performed. The crash data source may include, but is not limited to, California Highway Patrol's (CHP) Statewide Integrated Traffic Records System (SWITRS).

Standard:

12q **The prioritized subset of safety corridors shall:**

1. **Identify specific locations with high crash occurrences.**
2. **Identify corridor-level segments with a pattern of crash reoccurrence.**
3. **Be able to be stratified by mode.**

12r **Safety corridors shall represent a prioritized subset of the overall roadway network within an authority's responsibilities and shall not exceed one-fifth of the overall roadway network.**

Guidance:

12s *A jurisdiction should use three to five years of the most recent crash data to determine a safety corridor based on Fatal and Serious Injury data.*

Option:

12t For crash coverage, safety corridors may identify the subset of the overall roadway network where a minimum of 25% of the Fatal + Serious Injury (F+SI) crashes occur.

12u To identify logical termini, the geographic extent of a safety corridor may be determined by non-engineering staff.

Standard:

12v **A licensed professional engineer shall sign off on logical termini identified for a safety corridor using existing E&TS.**

Option:

12w Crash/Volume rate may be used to provide additional locations to be included in the safety corridor. Local agencies may use proactive measures as indicators.

CVC Section 22358.7(a)(2) – "Land or facility that generates high concentrations of bicyclists or pedestrians" definition

Standard:

12x **Except for the Option in first paragraph below, a land or facility that generates high concentrations of bicyclists or pedestrians shall be defined as the portion of the highway where one or more of any of the generators listed in Table 2B-106(CA) are present within a distance of 1320 feet.**

Option:

12y Crash data that demonstrates a highway segment is within the top twenty percent of pedestrian and/or bicyclist fatalities or serious injuries over a three-to-five-year period may be used in lieu of one of the generators listed in Table 2B-106(CA).

Standard:

12z **A highway segment shall be defined as the portion of the highway where a location that meets the aforementioned criteria is present within a distance of 1320 feet.**

Option:

12aa A highway segment may be longer than 1320 feet provided that a minimum of one location within the top twenty percent of fatal and serious injury pedestrian and/or bicyclist crashes within a three-to-five-year period is present for every 1320 feet.

Standard:

12ab **The top twenty percent of pedestrian and/or bicyclist fatalities or serious injury crashes within a three to five year period shall be based on the geographic area within the jurisdiction of the Engineer performing the E&TS.**

Option:

12ac A high concentration of pedestrians and bicyclists may be longer than 1320 feet provided that a minimum of one generator is present for every 1320 feet.

12ad Data used to determine high concentration locations may be obtained from the most recently performed Engineering and Traffic Survey (E&TS).

Standard:

12ae **The provisions of CVC Section 22358.7 to additionally lower the speed limit (by designating safety corridor or on portion of highway is adjacent to any land or facility that generates high concentrations of bicyclists or pedestrians), shall not be applicable until actions required per CVC Section 22358.7 by Department of Transportation and Judicial Council are completed or June 30, 2024, whichever is sooner.**

CVC Section 22358.8 (Retain currently adopted or restore immediately prior speed limit)

Option:

12af Local agency may retain the currently adopted speed limit without further reduction or restore the immediately prior adopted speed limit without further reduction as provided in CVC Section 22358.8.

Standard:

12ag **Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit.**

12ah **If local agency decides to use lower speed limit based on CVC Section 22358.8, after completing an E&TS and finding that the speed limit is still more than is reasonable or safe, it shall not be reduced by any more than 5 mph from the currently adopted speed limit not below the immediately prior speed limit. Refer to CVC Section 22358.8(b).**

CVC Section 22358.9 – Business Activity District

Option:

12ai A local authority may, by ordinance, determine and declare a 25 or 20 mph prima facie speed limit on a highway contiguous to a business activity district when posted with a sign that indicates a speed limit of 25 or 20 mph if the highway segment meets all of the following conditions:

1. A maximum of four traffic lanes.
2. A maximum posted 30 mph prima facie speed limit immediately prior to and after the business activity district, if establishing a 25 mph speed limit.
3. A maximum posted 25 mph prima facie speed limit immediately prior to and after the business activity district, if establishing a 20 mph speed limit.

12aj A "business activity district" is that portion of a highway and the property contiguous thereto that includes central or neighborhood downtowns, urban villages, or zoning designations that prioritize commercial land uses at the downtown or neighborhood scale and meets a least three of the following four requirements:

4. No less than 50 percent of the contiguous property fronting the highway consists of retail or dining commercial uses, including outdoor dining, that open directly onto sidewalks adjacent to the highway.
5. Parking, including parallel, diagonal, or perpendicular spaces located alongside the highway.
6. Traffic control signals or stop signs regulating traffic flow on the highway, located at intervals of no more than 600 feet.
7. Marked crosswalks not controlled by a traffic control device.

Standard:

12ak **A local authority shall not declare a prima facie speed limit on a portion of a highway where the local authority has already lowered the speed limit as permitted for designated safety corridors (CV Section 22358.7) or using the land or facility adjacent to high concentration of pedestrians and bicyclists (CVC Section 22358.7) or retained the currently adopted speed limit (CVC Section 22358.8) or have restored the immediately prior adopted speed limit (CVC Section 22358.8). Refer to CVC Section 22358.9(c).**

13 *Speed studies for signalized intersection approaches should be taken outside the influence area of the traffic control signal, which is generally considered to be approximately 1/2 mile, to avoid obtaining skewed results for the 85th-percentile speed.*

Support:

14 Advance warning signs and other traffic control devices to attract the motorist's attention to a signalized intersection are usually more effective than a reduced speed limit zone.

Guidance:

15 *An advisory speed plaque (see Section 2C.08) mounted below a warning sign should be used to warn road users of an advisory speed for a roadway condition. A Speed Limit sign should not be used for this situation.*

Option:

16 Other factors that may be considered when establishing or reevaluating speed limits are the following:

A. Road characteristics, shoulder condition, grade, alignment, and sight distance;
B. The pace;
C. Roadside development and environment;
D. Parking practices and pedestrian activity; and
E. Reported crash experience for at least a 12-month period.

17 Two types of Speed Limit signs may be used: one to designate passenger car speeds, including any nighttime information or minimum speed limit that might apply; and the other to show any special speed limits for trucks and other vehicles.

18 A changeable message sign that changes the speed limit for traffic and ambient conditions may be installed provided that the appropriate speed limit is displayed at the proper times.

19 A changeable message sign that displays to approaching drivers the speed at which they are traveling may be installed in conjunction with a Speed Limit sign.

Guidance:

20 *If a changeable message sign displaying approach speeds is installed, the legend YOUR SPEED XX MPH or such similar legend should be displayed. The color of the changeable message legend should be a yellow legend on a black background or the reverse of these colors.*

Support:

21 Advisory Speed signs and plaques are discussed in Sections 2C.08 and 2C.14. Temporary Traffic Control Zone Speed signs are discussed in Part 6. The WORK ZONE (G20-5aP) plaque intended for installation above a Speed Limit sign is discussed in Section 6F.12. School Speed Limit signs are discussed in Section 7B.15.

22 Speed limits in California are governed by the California Vehicle Code (CVC), Sections 22348 through 22413; also, pertinent sections are found in Sections 627 and 40802 and others referenced in this section. See Section 1A.11 for information regarding this publication.

23 Refer to Part 6, Section 6C.01 for speed limit signs in temporary traffic control zones. Refer to Part 7 for speed limit signs in school areas.

Engineering and Traffic Survey (E&TS)

Support:

24 CVC Section 627 defines the term "Engineering and traffic survey" and lists its requirements.

Standard:

25 **An engineering and traffic survey (E&TS) shall include, among other requirements deemed necessary by Caltrans, consideration of all of the following:**

A. Prevailing speeds as determined by traffic engineering measurements.
B. Collision records.
C. Highway, traffic, and roadside conditions not readily apparent to the driver.

Guidance:

26 *The E&TS should contain sufficient information to document that the required three items of CVC Section 627 are provided and that other conditions not readily apparent to a driver are properly identified.*

27 *Prevailing speeds are determined by a speed zone survey. A speed zone survey should include:*

A. The intent of the speed measurements is to determine the actual speed of unimpeded traffic. The speed of traffic should not be altered by concentrated law enforcement, or other means, just prior to, or while taking the speed measurements.

B. Only one person is required for the field work. Speeds should be read directly from a radar or other electronic speed measuring devices; or,

C. Devices, other than radar, capable of accurately distinguishing and measuring the unimpeded speed of free flowing vehicles may be used.

D. A location should be selected where prevailing speeds are representative of the entire speed zone section. If speeds vary on a given route, more than one speed zone section may be required, with separate measurements for each section. Locations for measurements should be chosen so as to minimize the effects of traffic signals or stop signs.

E. Speed measurements should be taken during off-peak hours between peak traffic periods on weekdays. If there is difficulty in obtaining the desired quantity, speed measurements may be taken during any period with free flowing traffic.

F. The weather should be fair (dry pavement) with no unusual conditions prevailing.

G. The surveyor and equipment should not affect the traffic speeds. For this reason, an unmarked car is recommended, and the radar speed meter located as inconspicuously as possible.

H. In order for the sample to be representative of the actual traffic flow, the minimum sample should be 100 vehicles in each survey. In no case should the sample contain less than 50 vehicles.

I. Short speed zones of less than 0.5 miles should be avoided, except in transition areas.

J. Speed zone changes should be coordinated with changes in roadway conditions or roadside development.

K. Speed zoning should be in 10 mph increments except in urban areas where 5 mph increments are preferable.

L. Speed zoning should be coordinated with adjacent jurisdictions.

Support:

28 Physical conditions such as width, curvature, grade and surface conditions, or any other condition readily apparent to the driver, in the absence of other factors, would not require special downward speed zoning. Refer to CVC 22358.5.

Option:

29 When qualifying an appropriate speed limit, local authorities may also consider all of the following findings:

A. Residential density, if any of the following conditions exist on the particular portion of highway and the property contiguous thereto, other than a business district:

1. Upon one side of the highway, within 0.25 miles, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures.
2. Upon both sides of the highway, collectively, within a distance of 0.25 miles the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.
3. The portion of highway is larger than 0.25 miles but has the ratio of separate dwelling houses or business structures to the length of the highway described in either subparagraph 1 or 2 above.

B. Safety of bicyclists and pedestrians, with increased consideration for vulnerable pedestrian groups including children, seniors, persons with disabilities, users of personal assistive mobility devices, and the unhoused.

30 The following two methods of conducting E&TS may be used to establish speed limits:

1. State Highways - The E&TS for State highways is made under the direction of the Caltrans District Traffic Engineer. The data includes:

a. One copy of the Example of Speed Zone Survey Sheet (See Figure 2B-101(CA)) showing:

- A north arrow
- Engineer's station or post mileage
- Limits of the proposed zones
- Appropriate notations showing type of roadside development, such as "scattered business," "solid residential," etc. Schools adjacent to the highway are shown, but other buildings need not be plotted unless they are a factor in the speed recommendation or the point of termination of a speed zone.

- Collision rates for the zones involved
- Average daily traffic volume
- Location of traffic signals, signs and markings
- If the highway is divided, the limits of zones for each direction of travel
- Plotted 85th percentile and pace speeds at location taken showing speed profile

b. A report to the District Director that includes:

- The reason for the initiation of speed zone survey.
- Recommendations and supporting reasons.
- The enforcement jurisdictions involved and the recommendations and opinions of those officials.
- The stationing or reference post in mileage at the beginning and ending of each proposed zone and any intermediate equations. Location ties must be given to readily identifiable physical features.

2. City and County Through Highways, Arterials, Collector Roads and Local Streets.

a. The short method of speed zoning is based on the premise that a reasonable speed limit is one that conforms to the actual behavior of the majority of motorists, and that by measuring motorists' speeds, one will be able to select a speed limit that is both reasonable and effective. Other factors that need to be considered include but are not limited to: the most recent two-year collision record, roadway design speed, safe stopping sight distance, superelevation, shoulder conditions, profile conditions, intersection spacing and offsets, commercial driveway characteristics, and pedestrian traffic in the roadway without sidewalks.

b. Determination of Existing Speed Limits - Figures 2B-103(CA) & 2B-104(CA) show examples of data sheets which may be used to record speed observations. Specific types of vehicles may be tallied by use of letter symbols in appropriate squares.

31 In most situations, the short form for local streets and roads will be adequate; however, the procedure used on State highways may be used at the option of the local agency.

32 Any agency may lower the speed limit below the prima facie speed limit after performing, and based on the results of an E&TS.

Guidance:

33 *The establishment of a speed limit of more than 5 mph below the 85th percentile speed should be done with great care as studies have shown that establishing a speed limit at less than the 85th percentile generally results in an increase in collision rates; in addition, this may make violators of a disproportionate number of the reasonable majority of drivers.*

Support:

34 Generally, the most decisive evidence of conditions not readily apparent to the driver surfaces in collision histories.

35 Speed limits are established at or near the 85th percentile speed, which is defined as that speed at or below which 85th percent of the traffic is moving. The 85th percentile speed is often referred to as the critical speed. Pace speed is defined as the 10 mph increment of speed containing the largest number of vehicles (See Figure 2B-102(CA)). The lower limit of the pace is plotted on the Speed Zone Survey Sheets as an aid in determining the proper zone limits. Speed limits higher than the 85th percentile are not generally considered reasonable and prudent. Speed limits below the 85th percentile do not ordinarily facilitate the orderly movement of traffic and require constant enforcement to maintain compliance. Speed limits established on the basis of the 85th percentile conform to the consensus of those who drive highways as to what speed is reasonable and prudent, and are not dependent on the judgment of one or a few individuals.

36 The majority of drivers comply with the basic speed law. Speed limits set at or near the 85th percentile speed provide law enforcement officers with a limit to cite drivers who will not conform to what the majority considers reasonable and prudent. Further studies show that establishing a speed limit at less than the 85th percentile (Critical Speed) generally results in an increase in collision rates.

Option:

37 When roadside development results in traffic conflicts and unusual conditions which are not readily apparent to drivers, as indicated in collision records, speed limits somewhat below the 85th percentile may be justified. Concurrence and support of enforcement officials are necessary for the successful operation of a restricted speed zone.

Guidance:

38 *Speed zones of less than 0.5 miles and short transition zones should be avoided.*

Table 2B-103(CA). Examples showing applicability of rounding and additional speed reduction on State Highway System

85th-Percentile Speed (mph)	Rounding to nearest 5 mph increment (CVC 22358.6(a))	If rounding to nearest is up, may round down (CVC 22358.6(c))	If rounding to nearest if down, may additionally lower by 5 mph (CVC 22358.6(b))
47.5-50.0	50	45	No
45.1-47.4	45	No	40
42.5-45.0	45	40	No
40.1-42.4	40	No	35

Note – CVC Sections 22358.7, 22358.8 & 22358.9 are applicable to local agency roadways and public properties subjected to CVC, they are not applicable to the State Highway System. Refer to Section 2B.13 for more details.

Table 2B-104(CA). Examples showing applicability of rounding and additional speed reduction on Local Agency's Roadways & Private Property Subjected to CVC

85th-Percentile Speed (mph)	Rounding to nearest 5 mph increment (CVC 22358.6(a))	If rounding to nearest is up, may round down (CVC 22358.6(c))	If rounding to nearest if down, may additionally lower by 5 mph (CVC 22358.6(b))	If safety corridor or adjacent to high concentration of bicyclists & pedestrians, may additionally lower by 5 mph (CVC 22358.7)*
47.5-50.0	50	45	No	40
45.1-47.4	45	No	40	35
42.5-45.0	45	40	No	35
40.1-42.4	40	No	35	30

* Note – CVC Sections 22358.7, 22358.8 & 22358.9 are applicable to local agency roadways and private properties subjected to CVC, they are not applicable to the State Highway System. Refer to Section 2B.13 for more details.

Appendix C

Engineering and Traffic Survey Forms

DRAFT

EXHIBIT B

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

1

STREET: Imjin Parkway **SURVEY DATE:** 12/5/2024

FROM: State Route 1 **TO:** California Avenue

SPEED DATA

Location of Speed Survey	450 ft West of Imjin Pkwy and 3rd Ave	**Posted Speed Limit**	50 MPH
Time of Speed Survey	11:22 AM - 12:00 PM	**Recommended Speed Limi**	45 MPH
50th Percentile Speed (Mean Spee	46.5 MPH	**Speed Limit Change**	Reduced by 5
85th Percentile Speed	50 MPH		
10 mph Pace Speed	42 - 51 MPH		
Percentage of Vehicles in Pace	83.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	21
Collision Rate (ACC/MVM)	0.83
Expected Collisions (ACC/MVM)	0.99

TRAFFIC FACTORS

Average Daily Traffic	25,688 Vehicles
Type of Traffic Control	Stop controlled at 4th Ave, 3rd Ave, and State Route Ramps
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.9 mi
Width	70 ft (Approx.)
Number of Lanes	EB-2 WB-2
Street Classification	4-Lane Expressway
Divided Median?	Yes
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalks	No
On-Street Parking?	No
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	No
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Public facilities, Commercial, and Residental

COMMENTS & JUSTIFICATION

Imjin Parkway is classified as a 4-lane Expressway with divided median and is a major travel route in and out of the City carrying significant traffic volumes. Even though a total of 21 collisions were reported (2020-2022), the collision rate is lower than the expected collision rate for similar facilities statewide. The 85th percentile speed of 50 mph observed is equal to the existing posted speed limit.
With one fatal and one serious injury crash involving pedestrian/bicyclists, the crash density is higher than other segments. The segment meets the definition of safety corridor and the 85th percentile speed can be further lowered by 5 mph to 45 mph.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

2

STREET: Imjin Parkway **SURVEY DATE:** 12/19/2024

FROM: California Ave **TO:** Reservation Road

SPEED DATA

Location of Speed Survey	200 ft West of Imjin Pkwy and Abrams Dr	**Posted Speed Limit**	25 MPH
Time of Speed Survey	11:27 AM - 11:53 AM	**Recommended Speed Limit**	NA
50th Percentile Speed (Mean Spee	36.5 MPH	**Speed Limit Change**	NA
85th Percentile Speed	39 MPH		
10 mph Pace Speed	32 - 41 MPH		
Percentage of Vehicles in Pace	92.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	20
Collision Rate (ACC/MVM)	0.44
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	20,534
Type of Traffic Control	Stop controlled at Abrams Dr and 3rd Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	2 mi				
Width	52 - 72 ft (Approx.)				
Number of Lanes	EB-1	WB-1	Imjin Rd to California Ave	EB - 2	WB-2
Street Classification	4-Lane Expressway				
Divided Median?	No	There is a median between Imjin Rd and California Ave			
Designated Bike Route?	No				
Bike Lanes?	Yes (Class II)				
Uncontrolled Crosswalks	No				
On-Street Parking?	No				
Sidewalks?	Unidentified - under construction				
Driveways?	No				
Vertical Curve	Yes - Slight				
Horizontal Curve	Yes				
Visibility	Good				
Pavement Condition	Fair				
Adjacent Land Use	Mostly Parks and Open Space, Public facilities and Commercial				

COMMENTS & JUSTIFICATION

Imjin Parkway is classified as a 4-lane Expressway and is a major travel route in and out of the City carrying significant traffic volumes. Even though a total of 20 collisions were reported (2020-2022), the collision rate is lower than the expected collision rate for similar facilities statewide. Imjin Parkway from California Avenue to Reservation Road is currently under construction.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

3

STREET: Del Monte Boulevard **SURVEY DATE:** ########

FROM: SR1/Reindollar Ave **TO:** Reservation Road

SPEED DATA

Location of Speed Survey	105 ft south of Del Monte Blvd and Cypress	**Posted Speed Limit**	40 MPH
Time of Speed Survey	9:23 AM - 9:46 AM	**Recommended Speed Limit**	35 MPH
			Reduced by 5 MPH
50th Percentile Speed (Mean Spee	40.5 MPH	**Speed Limit Change**	
85th Percentile Speed	45 MPH		
10 mph Pace Speed	36 - 45 MPH		
Percentage of Vehicles in Pace	81.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	9
Collision Rate (ACC/MVM)	0.41
Expected Collisions (ACC/MVM)	0.99

TRAFFIC FACTORS

Average Daily Traffic	22,304 Vehicles
Type of Traffic Control	Stop controlled at Cypress Ave, Carmel Ave, and Mortimer Ln
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.9 mi
Width	88 ft (Approx.)
Number of Lanes	NB-2 SB-2
Street Classification	4-Lane Arterial
Divided Median?	Yes
Designated Bike Route?	Yes (Class I)
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	No
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	Yes - Slight
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Commercial, Residential and Public facilities

COMMENTS & JUSTIFICATION

Del Monte Boulevard between SR1/Reindollar Avenue and Reservation Road is classified as an Arterial per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 45 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of Class I bike route, residential/commercial land uses, multiple driveways and vertical curve justify reducing the observed 85th percentile speed. Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed to 40 mph, if no further reductions are used.

Additionally, the segment meets the Safety Corridor requirements related to crash density, school proximity, downtown core, vulnerable population, and crash severity. Therefore it is recommended that the resulting 85th percentile speed is further reduced by 5 mph to 35 mph.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

4

STREET: Del Monte Boulevard **SURVEY DATE:** 12/11/2024

FROM: Reservation Road **TO:** Beach Road

SPEED DATA

Location of Speed Survey	0.2 mile south of Del Monte Rd and Beach R	**Posted Speed Limit**	40 MPH
Time of Speed Survey	9:35 AM - 9:50 AM	**Recommended Speed Limit**	30 MPH
50th Percentile Speed (Mean Spee	39 MPH	**Speed Limit Change**	Reduced by 10 MPH
85th Percentile Speed	42 MPH		
10 mph Pace Speed	35 - 44 MPH		
Percentage of Vehicles in Pace	85.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	0.99

TRAFFIC FACTORS

Average Daily Traffic	9,121 Vehicles
Type of Traffic Control	Roundabout at Beach Rd
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.5 mi
Width	64 ft (Approx.)
Number of Lanes	NB-2 SB-2
Street Classification	4-Lane Arterial
Divided Median?	Yes
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Poor
Adjacent Land Use	Commercial, Public facilities and Parks and open spaces

COMMENTS & JUSTIFICATION

Del Monte Boulevard between Reservation Road and Beach Road is classified as an Arterial per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 42 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 40 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of Class I bike route, residential/commercial land uses, multiple driveways and vertical curve justify further reducing the observed 85th percentile speed.

Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 35 mph, in compliance with CVC Section 627 and 22358.5.

Additionally, the segment meets the Safety Corridor requirements related to crash density, school proximity, downtown core, and vulnerable population. Therefore, it is recommended that the resulting 85th percentile speed is further reduced by 5 mph to 30 mph

The existing posted speed limit of 40 mph is reduced to 30 mph.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

5

STREET: Del Monte Boulevard **SURVEY DATE:** 12/11/2024

FROM: Beach Road **TO:** Marina Greens Drive

SPEED DATA

Location of Speed Survey	240 ft south of Cosky Dr	**Posted Speed Limit**	40 MPH
Time of Speed Survey	9:05 AM - 9:30 AM	**Recommended Speed Limit**	40 MPH
50th Percentile Speed (Mean Spee	41 MPH	**Speed Limit Change**	-
85th Percentile Speed	45.15 MPH		
10 mph Pace Speed	36 - 45 MPH		
Percentage of Vehicles in Pace	70.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	5,302 Vehicles
Type of Traffic Control	Roundabout at Beach Rd, stop controlled at Marina Green Dr, Cosky Dr, and Cypress Knolls
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.5 mi
Width	60 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2-Lane Arterial
Divided Median?	No
Designated Bike Route?	Yes - On west side
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	No
Horizontal Curve	No
Visibility	Good
Pavement Condition	Poor
Adjacent Land Use	Residential and Industrial

COMMENTS & JUSTIFICATION

Del Monte Boulevard between Beach Road and Marina Greens Drive is classified as an arterial per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 45.15 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 45 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking , bike route, and multiple driveways justify further reducing the observed 85th percentile speed.

Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 40 mph, in compliance with CVC Section 627 and 22358.5.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

6

STREET: Reservation Road **SURVEY DATE:** ########

FROM: Dunes Drive **TO:** Beach Road

SPEED DATA

Location of Speed Survey	120 ft west of Cardoza Ave	**Posted Speed Limit**	35 MPH
Time of Speed Survey	2:27 AM - 2:50 AM	**Recommended Speed Limit**	35 MPH
50th Percentile Speed (Mean Spee	29 MPH	**Speed Limit Change**	-
85th Percentile Speed	34 MPH		
10 mph Pace Speed	25 - 34 MPH		
Percentage of Vehicles in Pace	81.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	7,348 Vehicles
Type of Traffic Control	Stop controlled at Dunes Dr, Hwy 1 off -ramp and on-ramp
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.3 mi
Width	43-69 ft (Approx.)
Number of Lanes	EB-1 WB-1 EB-2 and WB-2 at Cardoza Ave
Street Classification	2-Lane Arterial
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalks	No
On-Street Parking?	Yes (One-side from Dunes Dr to Off-Ramp)
Sidewalks?	Yes
Driveways?	No
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Poor
Adjacent Land Use	Commercial

COMMENTS & JUSTIFICATION

Reservation Road between Dunes Drive and Beach Road is classified as an Arterial per the General Plan. The existing posted speed limit is 35 mph. The radar speed data collected shows the 85th-percentile speed as 34 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking , Class II bike lanes, and vertical/horizontal curves justify further reducing the observed 85th percentile speed.

Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

7

STREET: Reservation Road **SURVEY DATE:** 12/11/2024

FROM: Beach Road **TO:** Del Monte Boulevard

SPEED DATA

Location of Speed Survey	410 ft north of Seaside Cir & Seaside Ct	**Posted Speed Limit**	30 MPH
Time of Speed Survey	2:52 PM - 3:05 PM	**Recommended Speed Limit**	30 MPH
50th Percentile Speed (Mean Spee	29.5 MPH	**Speed Limit Change**	-
85th Percentile Speed	33.15 MPH		
10 mph Pace Speed	26 - 35 MPH		
Percentage of Vehicles in Pace	86.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	2
Collision Rate (ACC/MVM)	0.46
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	6,596 Vehicles
Type of Traffic Control	Roundabout at Seaside Cir and Robin Dr
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.6 mi
Width	80 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2-Lane Arterial
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalks	Yes at roundabouts
On-Street Parking?	No (Only one-side right before Del Monte Blvd)
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	No
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Commercial, Parks and open spaces

COMMENTS & JUSTIFICATION

Reservation Road between Beach Road and Del Monte Boulevard is classified as an Arterial per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 33.15 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of Class II bike lanes, uncontrolled crosswalks, driveways, and horizontal curves justify further reducing the observed 85th percentile speed.

Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

8

STREET: Reservation Road
FROM: Del Monte Boulevard
SURVEY DATE: 12/18/2024
TO: Crescent Avenue

SPEED DATA

Location of Speed Survey	At Eucalyptus St	**Posted Speed Limit**	35 MPH
Time of Speed Survey	11:52 AM - 12:40 PM	**Recommended Speed Limit**	35 MPH
50th Percentile Speed (Mean Spee	35 MPH	**Speed Limit Change**	-
85th Percentile Speed	39 MPH		
10 mph Pace Speed	32 - 41 MPH		
Percentage of Vehicles in Pace	89.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	7
Collision Rate (ACC/MVM)	0.69
Expected Collisions (ACC/MVM)	0.99

TRAFFIC FACTORS

Average Daily Traffic	18,593 Vehicles
Type of Traffic Control	Stop controlled at Eucalyptus St
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.5 mi
Width	92 ft (Approx.)
Number of Lanes	EB-2 WB-2
Street Classification	4-Lane Arterial
Divided Median?	Yes
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalks	No
On-Street Parking?	Yes (right before Crescent Avenue and few other segments)
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Commercial and Residential

COMMENTS & JUSTIFICATION

Reservation Road between Del Monte Boulevard and Crescent Avenue is classified as an arterial per the General Plan. The existing posted speed limit is 35 mph. The radar speed data collected shows the 85th-percentile speed as 39 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 40 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.
The presence of Class II bike lanes, on-street parking, driveways, and vertical curves justify further reducing the observed 85th percentile speed.
Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

9

STREET: Reservation Road **SURVEY DATE:** 12/18/2024

FROM: Crescent Avenue **TO:** California Avenue

SPEED DATA

Location of Speed Survey	290 ft east of Crescent Ave	**Posted Speed Limit**	40 MPH
Time of Speed Survey	11:15 AM - 11:48 AM	**Recommended Speed Limit**	40 MPH
50th Percentile Speed (Mean Spee	39 MPH	**Speed Limit Change**	-
85th Percentile Speed	43 MPH		
10 mph Pace Speed	35 - 44 MPH		
Percentage of Vehicles in Pace	90.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	0.99

TRAFFIC FACTORS

Average Daily Traffic	17,187 Vehicles
Type of Traffic Control	Stop controlled at Crestview Ct and Ocean Terrace
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.5 mi
Width	89 ft (Approx.)
Number of Lanes	EB-2 WB-2
Street Classification	4-Lane Arterial
Divided Median?	Yes - TWLT Before California Ave
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalks	No
On-Street Parking?	Yes (2 Hr Parking)
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Commercial, Residential, Parks and open spaces

COMMENTS & JUSTIFICATION

Reservation Road between Crescent Avenue and California Avenue is classified as an Arterial per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 43 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 45 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of Class II bike lanes, on-street parking, driveways, and vertical curves justify further reducing the observed 85th percentile speed.

Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

10

STREET: Reservation Road **SURVEY DATE:** 12/10/2024

FROM: California Avenue **TO:** Salinas Avenue

SPEED DATA

Location of Speed Survey	At Lynscott Dr	**Posted Speed Limit**	45 MPH
Time of Speed Survey	1:28 PM - 1:57 PM	**Recommended Speed Limit**	40 MPH
		Speed Limit Change	Reduced by 5 MPH
50th Percentile Speed (Mean Spee	46 MPH		
85th Percentile Speed	51 MPH		
10 mph Pace Speed	41 - 50 MPH		
Percentage of Vehicles in Pace	80.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	0.99

TRAFFIC FACTORS

Average Daily Traffic	14,699 Vehicles
Type of Traffic Control	Stop controlled at Lynscott Dr, Bayer St, and Salinas Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.4 mi
Width	88 ft (Approx.)
Number of Lanes	EB-2 WB-2
Street Classification	4-Lane Arterial
Divided Median?	Yes - TWLT
Designated Bike Route?	No
Bike Lanes?	Yes (Class II ends at Salinas Ave)
Uncontrolled Crosswalks	No
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Commercial and Residential

COMMENTS & JUSTIFICATION

Reservation Road between California Avenue and Salinas Avenue is classified as an arterial per the General Plan. The existing posted speed limit is 45 mph. The radar speed data collected shows the 85th-percentile speed as 51 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 50 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking , Class II bike lanes, Two-Way Left Turn (TWLT) lane, multiple driveways, and horizontal/vertical curve justify further reducing the observed 85th percentile speed.

Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 45 mph, in compliance with CVC Section 627 and 22358.5.

The land use characteristics changes from vacant land (i.e., along Roadway Segment No. 11: Reservation Road – From Salinas to Imjin Parkway) to industrial/residential adjacent to this segment. The resulting speed limit of 45 mph is still more than is reasonable or safe per City staff. It is recommended that the City adopt a lower speed limit by ordinance to 40 mph, a 5-mph reduction in speed limit.

The existing posted speed limit of 45 mph is reduced to 40 mph.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

11

STREET: Reservation Road
FROM: Salinas Avenue
SURVEY DATE: 12/10/2024
TO: Imjin Parkway

SPEED DATA

Location of Speed Survey	640 ft west of Imjin Rd and Imjin Pkwy	**Posted Speed Limit**	55 MPH
Time of Speed Survey	1:02 PM - 1:26 PM	**Recommended Speed Limit**	50 MPH
		Speed Limit Change	Reduced by 5 MPH
50th Percentile Speed (Mean Spee	50 MPH		
85th Percentile Speed	57 MPH		
10 mph Pace Speed	46 - 55 MPH		
Percentage of Vehicles in Pace	69.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	7
Collision Rate (ACC/MVM)	0.50
Expected Collisions (ACC/MVM)	1.33

TRAFFIC FACTORS

Average Daily Traffic	16,027 Vehicles
Type of Traffic Control	Stop controlled at Salinas Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.8 mi
Width	63 ft (Approx.)
Number of Lanes	EB-2 WB-2
Street Classification	4-Lane Arterial
Divided Median?	No
Designated Bike Route?	Yes (One-side and starts at Salinas Ave)
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	No
Sidewalks?	No
Driveways?	No
Vertical Curve	Yes - Slight
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Public facilitites, Parks and open spaces

COMMENTS & JUSTIFICATION

Reservation Road between Salinas Avenue and Imjin Parkway is classified as an arterial per the General Plan. The existing posted speed limit is 55 mph. The radar speed data collected shows the 85th-percentile speed as 57 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 55 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.
Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 50 mph, in compliance with CVC Section 627 and 22358.5.
The existing posted speed limit of 55 mph is reduced to 50 mph.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

12

STREET: Reservation Road
FROM: Imjin Parkway
SURVEY DATE: ########
TO: Blanco Road

SPEED DATA

Location of Speed Survey	975 ft east of Imjin Pkwy	**Posted Speed Limit**	55 MPH
Time of Speed Survey	12:39 PM - 12:58 PM	**Recommended Speed Limit**	55 MPH
50th Percentile Speed (Mean Spee	55 MPH	**Speed Limit Change**	-
85th Percentile Speed	60.15 MPH		
10 mph Pace Speed	50 - 59 MPH		
Percentage of Vehicles in Pace	68.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	9
Collision Rate (ACC/MVM)	0.39
Expected Collisions (ACC/MVM)	0.99

TRAFFIC FACTORS

Average Daily Traffic	30,285	Vehicles
Type of Traffic Control	All Signalized	
Pedestrian Traffic	Low	
Truck Traffic	Low	

ROADWAY CHARACTERISTICS

Length of Segment	0.7 mi		
Width	94 ft (Approx.)		
Number of Lanes	EB-3	WB-3	2 lanes from Imjin to Blanco and 3 lanes from Blanco to Imjin Pkwy
Street Classification	4-Lane Arterial		
Divided Median?	Yes		
Designated Bike Route?	No		
Bike Lanes?	Yes (From Mbest Dr to Imjin Pkwy and from Imjin Pkwy to Blanco Rd)		
Uncontrolled Crosswalks	No		
On-Street Parking?	No		
Sidewalks?	No		
Driveways?	No		
Vertical Curve	No		
Horizontal Curve	No		
Visibility	Good		
Pavement Condition	Fair		
Adjacent Land Use	Industrial, Commercial, Parks and open spaces		

COMMENTS & JUSTIFICATION

Reservation Road between Imjin Parkway and and Blanco Road is classified as an arterial per the General Plan. The existing posted speed limit is 55 mph. The radar speed data collected shows the 85th-percentile speed as 60.15 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 60 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.
Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 55 mph, in compliance with CVC Section 627 and 22358.5.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

13

STREET: 8th Street
FROM: 2nd Avenue
SURVEY DATE: 12/19/2024
TO: 3rd Avenue

SPEED DATA

Location of Speed Survey	At Bluewater Ct	**Posted Speed Limit**	25 MPH
Time of Speed Survey	9:18 AM - 11:18 AM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	28 MPH	**Speed Limit Change**	-
85th Percentile Speed	32.6 MPH		
10 mph Pace Speed	24 - 33 MPH		
Percentage of Vehicles in Pace	94.7%		
Number of Survey Samples	57		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	1,037 Vehicles
Type of Traffic Control	Stop controlled at 2nd Ave, Bluewater Ct, Lighthouse Ln, Sandy Clay Ln, and 3rd Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.2 mi
Width	48 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2-Lane Arterial
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalks	No
On-Street Parking?	No
Sidewalks?	Yes
Driveways?	No
Vertical Curve	No
Horizontal Curve	No
Visibility	Good
Pavement Condition	New
Adjacent Land Use	Residential and public facilities

COMMENTS & JUSTIFICATION

8th Street between 2nd Avenue and 3rd Avenue is classified as an arterial per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 32.6 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.
The presence of Class II bike lane and surrounding residential land uses, multiple driveways and vertical curve justify reducing the observed 85th percentile speed. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 25 mph is retained.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

14

STREET: 8th Street
FROM: 5th Avenue
SURVEY DATE: 12/5/2024
TO: Inter-Garrison Road

SPEED DATA

Location of Speed Survey	0.1 mile west of Inter-Garrison Rd	**Posted Speed Limit**	40 MPH
Time of Speed Survey	2:50 PM - 3:52 PM	**Recommended Speed Limit**	35 MPG
50th Percentile Speed (Mean Spe	36 MPH	**Speed Limit Change**	Reduced by 5
85th Percentile Speed	41 MPH		
10 mph Pace Speed	30 - 39 MPH		
Percentage of Vehicles in Pace	81.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	4,295 Vehicles
Type of Traffic Control	Stop controlled at 5th St, Imjin Rd, Engineering Equipment Rd, and Inter-Garrison Rd
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.6 mi
Width	31 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2-Lane Arterial
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalk	No
On-Street Parking?	No
Sidewalks?	No
Driveways?	Few
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Limited along certain sections
Pavement Condition	Fair
Adjacent Land Use	Residential, Public facilities and Commerical

COMMENTS & JUSTIFICATION

8th Street between 5th Avenue and Inter-Garrison Road is classified as an arterial per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 41 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 40 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.
The presence of driveways, limited visibility, and horizontal curve further justify reducing the resulting 85th percentile speed.
Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 35 mph, in compliance with CVC Section 627 and 22358.5.

EXHIBIT B

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

15

STREET: 9th Street **SURVEY DATE:** #######

FROM: 1st Avenue **TO:** 2nd Avenue

SPEED DATA

Location of Speed Survey	380 ft west of 2nd Ave	**Posted Speed Limit**	30 MPH
Time of Speed Survey	12:04 PM - 12:41 PM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	27 MPH	**Speed Limit Change**	Reduced by 5
85th Percentile Speed	31 MPH		
10 mph Pace Speed	22 - 31 MPH		
Percentage of Vehicles in Pace	95.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	2,528 Vehicles
Type of Traffic Control	Stop controlled at 1st Ave and 2nd Ave and a Roundabout
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.3 mi
Width	41 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2-Lane Arterial
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalks	At Roundabout
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	No
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential, Hospital, public facilities and open spaces

COMMENTS & JUSTIFICATION

9th Street between 1st Avenue and 2nd Avenue is classified as an arterial per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 31 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.
The presence of on-street parking, Class II bike lanes, uncontrolled crosswalk, nature of surrounding land uses, and horizontal curve further justify reducing the resulting 85th percentile speed.
Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 25 mph, in compliance with CVC Section 627 and 22358.5.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

16

STREET: 2nd Avenue **SURVEY DATE:** 12/5/2024

FROM: Divarty Street **TO:** 8th Street

SPEED DATA

Location of Speed Survey	At 5th Street	**Posted Speed Limit**	45 MPH
Time of Speed Survey	9:00 AM - 9:42 AM	**Recommended Speed Limit**	40 MPH
		Speed Limit Change	Reduced by 5 MPH
50th Percentile Speed (Mean Spe	42 MPH		
85th Percentile Speed	46 MPH		
10 mph Pace Speed	38 - 47 MPH		
Percentage of Vehicles in Pace	94.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	1
Collision Rate (ACC/MVM)	0.20
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	7,573 Vehicles
Type of Traffic Control	Stop controlled at 8th street, 6th street, 5th street, Inter-Garrison Rd, and Divarty Street
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.6 mi
Width	64 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2-Lane Arterial
Divided Median?	Yes
Designated Bike Route?	Yes
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalk	No
On-Street Parking?	Yes
Sidewalks?	Yes - Not Connected
Driveways?	Few
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential, Public facilities, and Open spaces

COMMENTS & JUSTIFICATION

2nd Avenue between Divarty Street and 8th Street is classified as an arterial per the General Plan. The existing posted speed limit is 45 mph. The radar speed data collected shows the 85th-percentile speed as 46 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 45 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

2nd Avenue from 8th Avenue to Imjin Parkway, has a posted speed limit of 35 mph. It is recommended that adjacent sections of a corridor do not have a posted speed limit difference of more than 5 mph. Therefore, it is recommended that the resulting 85th percentile speed is further reduced.

Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 40 mph, in compliance with CVC Section 627 and 22358.5.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

17

STREET: 2nd Avenue
FROM: 8th Street
SURVEY DATE: 12/5/2024
TO: Imjin Parkway

SPEED DATA

Location of Speed Survey	305 ft north of 9th Street	**Posted Speed Limit**	35 MPH
Time of Speed Survey	9:45 AM - 10:26 AM	**Recommended Speed Limit**	35 MPH
50th Percentile Speed (Mean Spee	33 MPH	**Speed Limit Change**	-
85th Percentile Speed	36 MPH		
10 mph Pace Speed	29 - 38 MPH		
Percentage of Vehicles in Pace	95.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	8,306 Vehicles
Type of Traffic Control	Stop controlled at Jetty Street, 10th Street, 9th Street , and 8th Street
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.4 mi
Width	64 ft (Approx.)
Number of Lanes	NB-2 SB-2 NB-1 and SB-1 after General Stilwell Drive
Street Classification	Arterial
Divided Median?	Yes
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalks	No
On-Street Parking?	Yes (Only one-side and after 9th Street on both-side)
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	No
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential and Commercial

COMMENTS & JUSTIFICATION

2nd Avenue between 8th Street and Imjin Parkway is classified as an arterial per the General Plan. The existing posted speed limit is 35 mph. The radar speed data collected shows the 85th-percentile speed as 36 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.
No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 35 mph is retained.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

18

STREET: Beach Road
FROM: Reservation Road
TO: Del Monte Boulevard
SURVEY DATE: 12/11/2024

SPEED DATA

Location of Speed Survey	350 ft east of Reservation Road	**Posted Speed Limit**	35 MPH
Time of Speed Survey	9:55 AM - 10:20 AM	**Recommended Speed Limit**	30 MPH
		Speed Limit Change	Reduced by 5 MPH
50th Percentile Speed (Mean Spe	30 MPH		
85th Percentile Speed	35 MPH		
10 mph Pace Speed	25 - 34 MPH		
Percentage of Vehicles in Pace	74.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	4
Collision Rate (ACC/MVM)	2.03
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	6,012 Vehicles
Type of Traffic Control	Roundabout at Del Monte Blvd and Stop Controlled at Marina Dr
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.3 mi
Width	54 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2 -Lane Arterial
Divided Median?	Yes
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalk	Yes at roundbaout
On-Street Parking?	No
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential and Commercial

COMMENTS & JUSTIFICATION

Beach Road between Reservation Road and Del Monte Boulevard is classified as an arterial per the General Plan. The existing posted speed limit is 35 mph. The radar speed data collected shows the 85th-percentile speed as 35 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding the 85th percentile speed to 35 mph. The collision rate is higher than the expected collision rate for similar facilities statewide.
Higher collision rate than statewide average (involving 1 severe injury), presence on uncontrolled crosswalks, horizontal/vertical curves, and merge/diverge lanes justify further reduction in the resulting 85th percentile speed limit . Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used. It is therefore recommended that the existing posted speed limit of 35 mph is reduced to 30 mph.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

19

STREET: De Forest Road **SURVEY DATE:** ########
FROM: Beach Road **TO:** Reservation Road

SPEED DATA

Location of Speed Survey	50 FT north of George Way	**Posted Speed Limit**	30 MPH
Time of Speed Survey	9:17 AM - 10:24 AM	**Recommended Speed Limit**	30 MPH
50th Percentile Speed (Mean Spee	33 MPH	**Speed Limit Change**	-
85th Percentile Speed	36 MPH		
10 mph Pace Speed	29 - 38 MPH		
Percentage of Vehicles in Pace	86.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	1,749 Vehicles
Type of Traffic Control	Stop controlled at George Way, Oak Cir, and Costa Del Mar Rd
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.5 mi
Width	37 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2 -Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	RRFB
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential

COMMENTS & JUSTIFICATION

Del Forest Road between Beach Road and Reservation Road is classified as a collector per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 36 mph with a 10-mph pace range of 29 mph to 38 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 35 mph. The collision rate is higher than the expected collision rate for similar facilities statewide.

The presence of uncontrolled crosswalk, multiple driveways, vertical and horizontal curve, and residential land use justify reducing the 85th percentile speed limit.

Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 30 mph, in compliance with CVC Section 627 and 22358.5.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

20

STREET: Crescent Avenue **SURVEY DATE:** ########

FROM: Quebrada Del Mar **TO:** Reservation Road

SPEED DATA

Location of Speed Survey	115 ft south of Tallmon St	**Posted Speed Limit**	25 MPH
Time of Speed Survey	10:28 AM - 11:06 AM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	29 MPH	**Speed Limit Change**	-
85th Percentile Speed	32 MPH		
10 mph Pace Speed	24 - 33 MPH		
Percentage of Vehicles in Pace	97.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	1,353 Vehicles
Type of Traffic Control	Stop controlled at Shuler Cir, Tallmon St, Whitney Pl & Quebrada Del Mar Rd, Roundabout at Costa & Sirena D
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.4 mi
Width	63 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2 -Lane Collector
Divided Median?	Yes - Small Median
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalks	No
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential

COMMENTS & JUSTIFICATION

Crescent Avenue between Quebrada Del Mar and Reservation Road is classified as a collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 32 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking, Class II bike lanes, multiple driveways, vertical and horizontal curve, and residential land use justify reducing the 85th percentile speed limit.

Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 25 mph, in compliance with CVC Section 627 and 22358.5.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

21

STREET: Crescent Avenue **SURVEY DATE:** ########

FROM: Reservation Road **TO:** Carmel Avenue

SPEED DATA

Location of Speed Survey	0.1 mile north of Carmel Ave	**Posted Speed Limit**	30 MPH
Time of Speed Survey	10:22 AM - 10:44 AM	**Recommended Speed Limit**	30 MPH
50th Percentile Speed (Mean Spee	31 MPH	**Speed Limit Change**	-
85th Percentile Speed	36 MPH		
10 mph Pace Speed	27 - 36 MPH		
Percentage of Vehicles in Pace	75.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	3,528 Vehicles
Type of Traffic Control	Stop controlled at Carmel Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.3 mi
Width	48 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2 -Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalks	No
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential and Commercial

COMMENTS & JUSTIFICATION

Crescent Avenue between Reservation Road and Carmel Avenue is classified as a collector per the General Plan. There speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 36 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking, Class II bike lanes, multiple driveways, vertical and horizontal curve, and residential land use justify reducing the 85th percentile speed limit.

Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 30 mph, in compliance with CVC Section 627 and 22358.5.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

22

STREET: Cardoza Avenue **SURVEY DATE:** 12/11/2024

FROM: Reservation Road **TO:** Aaron Way (End)

SPEED DATA

Location of Speed Survey	125 ft south of Abdy Way	**Posted Speed Limit**	30 MPH
Time of Speed Survey	11:30 AM - 12:05 PM	**Recommended Speed Limit**	30 MPH
50th Percentile Speed (Mean Spee	29 MPH	**Speed Limit Change**	-
85th Percentile Speed	35 MPH		
10 mph Pace Speed	22 - 31 MPH		
Percentage of Vehicles in Pace	67.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	2,458 Vehicles
Type of Traffic Control	Stop controlled at Dolphin Cir, Abdy Way, Ora Ct, Belle Dr, Redondo Ct, Brookside Pl, Lakewood Dr, and Aaron Way
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.5 mi
Width	62 ft (Approx.)
Number of Lanes	NB-1 SB-1 Wide lanes
Street Classification	2 -Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	Yes (Class II - South of Belle Dr to Reservation Rd)
Uncontrolled Crosswalks	Yes At Abdy Way
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	New
Adjacent Land Use	Residential

COMMENTS & JUSTIFICATION

Cardoza Avenue between Reservation Road and Aaron Way is classified as a Collector per the General Plan. The posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used. It is therefore recommended that the existing posted speed limit of 30 mph is retained.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

23

STREET: Beach Road
SURVEY DATE: 12/11/2024
FROM: Del Monte Boulevard
TO: De Forest Road

SPEED DATA

Location of Speed Survey	205 ft west of Melanie Rd	**Posted Speed Limit**	30 MPH
Time of Speed Survey	10:23 AM - 11:13 AM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spe	24 MPH	**Speed Limit Change**	Reduced by 5 MPH
85th Percentile Speed	28 MPH		
10 mph Pace Speed	18 - 27 MPH		
Percentage of Vehicles in Pace	77.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	2,598 Vehicles
Type of Traffic Control	Roundabout at Del Monte Blvd, Stop controlled at Michael Dr, Fitzgerald Cir, and Villa Cir
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.5 mi
Width	37 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2 -Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalk	Yes - Infront of Lone Olson Elementary School with RRFB
On-Street Parking?	Yes
Sidewalks?	Yes - Missing at short segments
Driveways?	Multiple
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential and School

COMMENTS & JUSTIFICATION

Beach Road between Del Monte Boulevard and De Forest Road is classified as a Collector as per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 28 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.
The presence of elementary school, multiple driveways, and horizontal curves justify further reducing the observed 85th percentile speed.
Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

24

STREET: California Avenue
FROM: Reservation Road
SURVEY DATE: 12/11/2024
TO: Carmel Avenue

SPEED DATA

Location of Speed Survey	At O'Sullivan Ct	**Posted Speed Limit**	30 MPH
Time of Speed Survey	10:19 AM - 10:43 AM	**Recommended Speed Limit**	30 MPH
50th Percentile Speed (Mean Spee	32 MPH	**Speed Limit Change**	-
85th Percentile Speed	37 MPH		
10 mph Pace Speed	28 - 37 MPH		
Percentage of Vehicles in Pace	84.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	1
Collision Rate (ACC/MVM)	0.52
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	5,842 Vehicles
Type of Traffic Control	Stop controlled at Carmel Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.3 mi
Width	52 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2 -Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalks	No
On-Street Parking?	Yes - One the east side
Sidewalks?	Yes
Driveways?	No
Vertical Curve	No
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential and commercial

COMMENTS & JUSTIFICATION

California Avenue between Reservation Road and Carmel Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 37 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.
The presence of on-street parking, Class II bike lanes, multiple driveways, vertical and horizontal curve, and residential land use justify reducing the 85th percentile speed limit.
Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 30 mph, in compliance with CVC Section 627 and 22358.5.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

25

STREET: California Avenue **SURVEY DATE:** 12/11/2024

FROM: Carmel Avenue **TO:** Reindollar Avenue

SPEED DATA

Location of Speed Survey	At Helena Way	**Posted Speed Limit**	25 MPH
Time of Speed Survey	9:50 AM - 10:16 AM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	29 MPH	**Speed Limit Change**	-
85th Percentile Speed	32 MPH		
10 mph Pace Speed	23 - 32 MPH		
Percentage of Vehicles in Pace	84.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	6,430 Vehicles
Type of Traffic Control	Stop controlled at Carmel Ave, Karen Ct, Helena Way, Tamara Ct, and Reindollar Avenue
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.2 mi
Width	30 - 62 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2 -Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	Yes (Class II)
Uncontrolled Crosswalks	No
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	No
Vertical Curve	Yes - Slight
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential and School

COMMENTS & JUSTIFICATION

California Avenue between Carmel Avenue and Reindollar Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 32 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking, Class II bike lanes, residential land uses, vertical curve, and residential land use justify reducing the 85th percentile speed limit.

Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 30 mph, in compliance with CVC Section 627 and 22358.5..

The existing posted speed limit of 25 mph is retained.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

26

STREET: California Avenue **SURVEY DATE:** 12/11/2024

FROM: Reindollar Ave **TO:** Imjin Parkway

SPEED DATA

Location of Speed Survey	128 ft north of 3rd Ave	**Posted Speed Limit**	40 MPH
Time of Speed Survey	9:23 AM - 9:46 AM	**Recommended Speed Limit**	40 MPH
50th Percentile Speed (Mean Spee	40 MPH	**Speed Limit Change**	-
85th Percentile Speed	45 MPH		
10 mph Pace Speed	37 - 46 MPH		
Percentage of Vehicles in Pace	79.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	2
Collision Rate (ACC/MVM)	0.30
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	8,725 Vehicles
Type of Traffic Control	Stop controlled at Reindollar Ave, Patton Pkwy, 3rd Ave, and Marina Hts Dr
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.7 mi
Width	35 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2 -Lane Arterial
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	Yes (Class II and ends before Patton Pkwy)
Uncontrolled Crosswalks	Yes at Marina Hts Dr with HAWK
On-Street Parking?	No
Sidewalks?	Yes - On west side
Driveways?	No
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential, Public facilities , Open spaces and Park

COMMENTS & JUSTIFICATION

California Avenue between Reindollar Avenue and Imjin Parkway is classified as an arterial per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 45 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of Class II Bike Lanes, horizontal and vertical curves justify further reducing the observed 85th percentile speed. Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used. It is therefore recommended that the existing posted speed limit of 40 mph is retained.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

27

STREET: California Avenue **SURVEY DATE:** 12/5/2024

FROM: Imjin Parkway **TO:** 8th Street

SPEED DATA

Location of Speed Survey	320 ft north of 9th St	**Posted Speed Limit**	30 MPH
Time of Speed Survey	12:48 PM - 2:48 PM	**Recommended Speed Limit**	30 MPH
50th Percentile Speed (Mean Spee	26 MPH	**Speed Limit Change**	-
85th Percentile Speed	28 MPH		
10 mph Pace Speed	20 - 29 MPH		
Percentage of Vehicles in Pace	87.9%		
Number of Survey Samples	58		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	851 Vehicles
Type of Traffic Control	Stop controlled at Beacon Dr, 5th Ave, 9th St, and 8th St
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.5 mi	
Width	27 ft (Approx.)	
Number of Lanes	NB-1 SB-1	
Street Classification	2 -Lane Arterial	
Divided Median?	No	
Designated Bike Route?	No	
Bike Lanes?	No	
Uncontrolled Crosswalks	No	There is a horse crossing sign
On-Street Parking?	Yes - One side only	
Sidewalks?	Yes - One side only	
Driveways?	Few	
Vertical Curve	No	
Horizontal Curve	Yes	
Visibility	Good	
Pavement Condition	Poor	
Adjacent Land Use	Residential, Public facilities , Open spaces, and Commercial	

COMMENTS & JUSTIFICATION

California Avenue between Imjin Parkway and 8th Street is classified as an arterial per the General Plan. The existing speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 28 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 30 mph is retained.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

28

STREET: Reindollar Avenue **SURVEY DATE:** 12/19/2024

FROM: Del Monte Boulevard **TO:** California Avenue

SPEED DATA

Location of Speed Survey	65 ft west of Vera Ln	**Posted Speed Limit**	25 MPH
Time of Speed Survey	11:24 AM - 11:47 AM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	29 MPH	**Speed Limit Change**	-
85th Percentile Speed	34 MPH		
10 mph Pace Speed	24 - 33 MPH		
Percentage of Vehicles in Pace	81.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	3,372 Vehicles
Type of Traffic Control	Stop controlled at Sunset Ave, Owen Ave, Zanetta Dr, Talcott Ave, Max Cir, Vera Ln, Crescent St, Vaughan Ave, Ellen St, Kennedy Ct, King Cir, Redwood Dr, and Independence Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	1.0 mi
Width	42 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2 -Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	Yes - At Grant St
On-Street Parking?	Yes (2 Hr Parking)
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential, School, and Park

COMMENTS & JUSTIFICATION

Reindollar Avenue between Del Monte Boulevard and California Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 34 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 25 mph is retained.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

29

STREET: Reindollar Avenue **SURVEY DATE:** 12/11/2024

FROM: California Avenue **TO:** Carmel Avenue

SPEED DATA

Location of Speed Survey	At Sunrise Cir and Sunrise Ave	**Posted Speed Limit**	30 MPH
Time of Speed Survey	12:44 PM - 1:26 PM	**Recommended Speed Limit**	25 MPH
		Speed Limit Change	Reduced by 5 MPH
50th Percentile Speed (Mean Spe	29 MPH		
85th Percentile Speed	33 MPH		
10 mph Pace Speed	25 - 34 MPH		
Percentage of Vehicles in Pace	90.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	1,690 Vehicles
Type of Traffic Control	Stop Controlled at California Ave, Westwood Ct, Eddy St, Phillips Cir, Sunrise Ave, and Mildred Ct
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.3 mi
Width	38 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2 -Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	Yes - At Sunrise Ave
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential

COMMENTS & JUSTIFICATION

Reindollar Avenue between California Avenue and Carmel Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 33 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking, multiple driveways, vertical and horizontal curve, uncontrolled crosswalks, and residential land uses justify reducing the 85th percentile speed limit.

Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

30

STREET: Carmel Avenue **SURVEY DATE:** 12/18/2024

FROM: Del Monte Boulevard **TO:** California Avenue

SPEED DATA

Location of Speed Survey	155 ft east of Vaughan Ave	**Posted Speed Limit**	25 MPH
Time of Speed Survey	3:27 PM - 4:10 PM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	27 MPH	**Speed Limit Change**	-
85th Percentile Speed	31 MPH		
10 mph Pace Speed	23 - 32 MPH		
Percentage of Vehicles in Pace	98.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	1
Collision Rate (ACC/MVM)	0.18
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	3,704 Vehicles
Type of Traffic Control	Stop controlled at Del Monte Blvd, Elm Ave, Sunset Ave, Seacrest Ave, Zanetta Dr, Crescent Ave, Vaughan Ave, Everett Dr, Pleasant Cir, Redwood Dr, and Califronia Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	1.4 mi
Width	38 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2 -Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	Yes - At Pleasant Cir
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential and Marina Vista Elementary School

COMMENTS & JUSTIFICATION

Carmel Avenue between Del Monte Boulevard and California Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 31 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking, multiple driveways, vertical curve, uncontrolled crosswalks, and residential land uses justify reducing the 85th percentile speed limit.

Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 25 mph, in compliance with CVC Section 627 and 22358.5.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

31

STREET: Carmel Avenue **SURVEY DATE:** 12/11/2024

FROM: California Avenue **TO:** Salinas Avenue

SPEED DATA

Location of Speed Survey	165 ft east of Lynscott Dr	**Posted Speed Limit**	25 MPH
Time of Speed Survey	10:49 AM - 12:39 PM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	25 MPH	**Speed Limit Change**	-
85th Percentile Speed	29 MPH		
10 mph Pace Speed	22 - 31 MPH		
Percentage of Vehicles in Pace	85.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	812 Vehicles
Type of Traffic Control	Stop controlled at California Ave, Bradley Cir, Carmelo Cir, Lynscott Dr, Barrett Ln, Bayer Ave, and Salinas Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.4 mi
Width	39 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2 -Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	Yes - At Lynscott Dr There is a bus pick-up/Drop-off zone sign
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential and Crumpton Elementary School

COMMENTS & JUSTIFICATION

Carmel Avenue between California Avenue and Salinas Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 29 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking, multiple driveways, uncontrolled crosswalk, and vertical curve justify further reducing the observed 85th percentile speed.

Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

32

STREET: Salinas Avenue
FROM: Carmel Avenue
SURVEY DATE: 12/10/2024
TO: Reservation Road

SPEED DATA

Location of Speed Survey	90 ft south of Lavell Ct	**Posted Speed Limit**	25 MPH
Time of Speed Survey	2:05 PM - 4:05 PM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	19 MPH	**Speed Limit Change**	-
85th Percentile Speed	24 MPH		
10 mph Pace Speed	16 - 25 MPH		
Percentage of Vehicles in Pace	93.4%		
Number of Survey Samples	91		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	264 Vehicles
Type of Traffic Control	Stop controlled at Reservation Rd, Ellis Ct, and Carmel Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.3 mi
Width	18 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2 -Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	Yes - At Lynscott Dr
On-Street Parking?	Yes - No Sign
Sidewalks?	Yes - on one side only
Driveways?	No
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	Poor
Adjacent Land Use	Residential

COMMENTS & JUSTIFICATION

Salinas Avenue between Carmel Avenue and Reservation Road is classified as a Collector per the General Plan. The posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 24 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 25 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.
No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 25 mph is retained.

CITY OF MARINA
ENGINEERING AND TRAFFIC SURVEY

33

STREET: Paul Davis Drive **SURVEY DATE:** 12/11/2024
FROM: Healy Avenue **TO:** Marina Greens Drive

SPEED DATA

Location of Speed Survey	370 ft south of Marina Green Dr	**Posted Speed Limit**	30 MPH
Time of Speed Survey	12:10 PM - 2:10 PM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spe	21 MPH	**Speed Limit Change**	Reduced by 5
85th Percentile Speed	25 MPH		
10 mph Pace Speed	17 - 26 MPH		
Percentage of Vehicles in Pace	85.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	657	Vehicles
Type of Traffic Control	Stop controlled at Healy Avenue	
Pedestrian Traffic	Low	
Truck Traffic	Low	

ROADWAY CHARACTERISTICS

Length of Segment	0.2 mi	
Width	38 ft (Approx.)	
Number of Lanes	NB-1	SB-1
Street Classification	Local	
Divided Median?	No	
Designated Bike Route?	No	
Bike Lanes?	No	
Uncontrolled Crosswalk	No	
On-Street Parking?	Yes	
Sidewalks?	Yes	
Driveways?	Multiple	
Vertical Curve	No	
Horizontal Curve	Yes	
Visibility	Good	
Pavement Condition	Fair	
Adjacent Land Use	Residential	

COMMENTS & JUSTIFICATION

Paul Davis Drive between Healy Avenue and Marina Greens Drive is classified as a Collector per the General Plan. The posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 25 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding the 85th percentile speed to 25 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.
Presence of on-street parking, multiple driveways, and horizontal curves justifies lowering the speed limit. It is recommended that the observed 85th percentile speed limit of 25 mph is adopted for this segment.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

34

STREET: Patton Parkway
FROM: Marina High School
SURVEY DATE: 12/18/2024
TO: California Avenue

SPEED DATA

Location of Speed Survey	0.2 mi west of California Ave	**Posted Speed Limit**	40 MPH
Time of Speed Survey	1:25 PM - 3:25 PM	**Recommended Speed Limit**	35 MPH
		Speed Limit Change	Reduced by 5 MPH
50th Percentile Speed (Mean Spee	37 MPH		
85th Percentile Speed	41 MPH		
10 mph Pace Speed	34 - 43 MPH		
Percentage of Vehicles in Pace	83.1%		
Number of Survey Samples	59		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	661 Vehicles
Type of Traffic Control	Stop controlled at California Ave and Crescent St
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.6 mi
Width	29 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2-Lane Collector
Divided Median?	No
Designated Bike Route?	Yes
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	No
Sidewalks?	Yes
Driveways?	No
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	New
Adjacent Land Use	Residential and Marina High School

COMMENTS & JUSTIFICATION

Patton Parkway between Marina High School and California Avenue is classified as a Collector as per the General Plan. The existing posted speed limit is 40 mph. The radar speed data collected shows the 85th-percentile speed as 41 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 40 mph.

The collision rate is higher than the expected collision rate for similar facilities statewide. The presence of bike routes, horizontal/vertical curves, and residential/school land uses justify reducing the 85th percentile speed limit.

Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 35 mph, in compliance with CVC Section 627 and 22358.5.

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ENGINEERING AND TRAFFIC SURVEY

35

STREET: Crescent Street **SURVEY DATE:** 12/11/2024

FROM: Patton Parkway **TO:** Reindollar Avenue

SPEED DATA

Location of Speed Survey	405 ft south of Reindollar Avenue	**Posted Speed Limit**	25 MPH
Time of Speed Survey	3:06 PM - 4:09 PM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	26 MPH	**Speed Limit Change**	-
85th Percentile Speed	30 MPH		
10 mph Pace Speed	22 - 31 MPH		
Percentage of Vehicles in Pace	88.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	1,304 Vehicles
Type of Traffic Control	Stop controlled at Patton Pkwy and Reindollar Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.1 mi
Width	37 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2-Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential

COMMENTS & JUSTIFICATION

Crescent Street between Patton Parkway and Reindollar Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 30 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking, multiple driveways, horizontal and vertical curves justify further reducing the observed 85th percentile speed. Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.

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ENGINEERING AND TRAFFIC SURVEY

36

STREET: Vaughn Avenue **SURVEY DATE:** 12/19/2024

FROM: Reindollar Avenue **TO:** Carmel Avenue

SPEED DATA

Location of Speed Survey	390 ft north of Reindollar Avenue	**Posted Speed Limit**	25 MPH
Time of Speed Survey	10:47 AM - 11:19 AM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	26 MPH	**Speed Limit Change**	-
85th Percentile Speed	29 MPH		
10 mph Pace Speed	21 - 30 MPH		
Percentage of Vehicles in Pace	94.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	1,515 Vehicles
Type of Traffic Control	Stop controlled at Reindollar Ave, Hillcrest Ave, and Carmel Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.3 mi
Width	33 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2-Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential

COMMENTS & JUSTIFICATION

Vaughan Avenue between Reindollar Avenue and Carmel Avenue is classified as a Collector per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 29 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking, multiple driveways, and vertical curve justify further reducing the observed 85th percentile speed.

Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.

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ENGINEERING AND TRAFFIC SURVEY

37

STREET: Seacrest Avenue **SURVEY DATE:** 12/19/2024

FROM: Carmel Avenue **TO:** Reservation Road

SPEED DATA

Location of Speed Survey	535 ft south of Reservation Rd	**Posted Speed Limit**	30 MPH
Time of Speed Survey	9:50 AM - 10:19 AM	**Recommended Speed Limit**	30 MPH
50th Percentile Speed (Mean Spee	28 MPH	**Speed Limit Change**	-
85th Percentile Speed	31.15 MPH		
10 mph Pace Speed	23 - 32 MPH		
Percentage of Vehicles in Pace	81.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	2
Collision Rate (ACC/MVM)	1.53
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	3,992 Vehicles
Type of Traffic Control	Stop controlled at Carmel Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.3 mi
Width	38 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2-Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential and Commercial

COMMENTS & JUSTIFICATION

Seacrest Avenue between Carmel Avenue and Reservation Road is classified as a Collector as per the General Plan. The existing posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 31.15 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 30 mph. The collision rate is higher than the expected collision rate for similar facilities statewide.
The presence of on-street parking, vertical curve, and residential/commercial land uses justify maintaining the existing posted speed limit. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 30 mph is retained.

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ENGINEERING AND TRAFFIC SURVEY

38

STREET: Sunset Avenue
FROM: Reindollar Avenue
SURVEY DATE: 12/18/2024
TO: Carmel Avenue

SPEED DATA

Location of Speed Survey	175 ft south of Hillcrest Ave	**Posted Speed Limit**	25 MPH
Time of Speed Survey	12:45 PM - 1:18 PM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	28 MPH	**Speed Limit Change**	-
85th Percentile Speed	31 MPH		
10 mph Pace Speed	23 - 32 MPH		
Percentage of Vehicles in Pace	94.1%		
Number of Survey Samples	101		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	2,854 Vehicles
Type of Traffic Control	Stop controlled at Hillcrest Ave, Cypress Ave, and Reindollar Ave
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.1 mi
Width	38 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2-Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential and Commercial

COMMENTS & JUSTIFICATION

Sunset Avenue between Reindollar Avenue and Carmel Avenue is classified as a Collector per the General Plan. The posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 31 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.
The presence of on-street parking, vertical curve, and residential/commercial land uses justify reducing the 85th percentile speed limit.
Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 25 mph, in compliance with CVC Section 627 and 22358.5.

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ENGINEERING AND TRAFFIC SURVEY

39

STREET: Lake Drive **SURVEY DATE:** 12/19/2024

FROM: Palm Avenue **TO:** Reservation Road

SPEED DATA

Location of Speed Survey	100 ft north of Messinger Dr	**Posted Speed Limit**	25 MPH
Time of Speed Survey	11:56 AM - 12:31 PM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	32.5 MPH	**Speed Limit Change**	-
85th Percentile Speed	36 MPH		
10 mph Pace Speed	27 - 36 MPH		
Percentage of Vehicles in Pace	86.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	1,521 Vehicles
Type of Traffic Control	Stop controlled at Palm Ave, Messinger Dr, Paddon Pl, and Robin Dr
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.4 mi
Width	38 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2-Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Multiple
Vertical Curve	No
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential

COMMENTS & JUSTIFICATION

Lake Drive between Palm Avenue and Reservation Road is classified as a Collector as per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 36 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 35 mph.

Higher than the expected collision rate, presence of on-street parking, driveways and surrounding residential land uses justify maintaining the existing posted speed limit. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 25 mph is retained.

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ENGINEERING AND TRAFFIC SURVEY

40

STREET: Palm Avenue **SURVEY DATE:** 12/19/2024

FROM: Lake Drive **TO:** Del Monte Boulevard

SPEED DATA

Location of Speed Survey	510 ft east of Lake Drive	**Posted Speed Limit**	25 MPH
Time of Speed Survey	12:00 PM - 12:48 PM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	26 MPH	**Speed Limit Change**	-
85th Percentile Speed	28 MPH		
10 mph Pace Speed	23 - 32 MPH		
Percentage of Vehicles in Pace	100.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	2,878	Vehicles
Type of Traffic Control	Stop controlled at Lake Dr and Marina Dr	
Pedestrian Traffic	Low	
Truck Traffic	Low	

ROADWAY CHARACTERISTICS

Length of Segment	0.2 mi
Width	40 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2-Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	No
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential

COMMENTS & JUSTIFICATION

Palm Avenue between Lake Drive and Del Monte Boulevard is classified as a Collector as per the General Plan. The existing posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 28 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking, multiple driveways, vertical curve, and residential land uses justify further reducing the observed 85th percentile speed.

Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.

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ENGINEERING AND TRAFFIC SURVEY

41

STREET: Abrams Drive **SURVEY DATE** 12/10/2024

FROM: Preston Drive **TO:** Imjin Parkway

SPEED DATA

Location of Speed Survey	60 ft south of Brostorm Drive	**Posted Speed Limit**	30 MPH
Time of Speed Survey	9:49 AM - 11:06 AM	**Recommended Speed Limit**	30 MPH
50th Percentile Speed (Mean Spee	29 MPH	**Speed Limit Change**	-
85th Percentile Speed	34 MPH		
10 mph Pace Speed	24 - 33 MPH		
Percentage of Vehicles in Pace	77.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	2,360 Vehicles
Type of Traffic Control	Stop controlled at Preston Dr, Lexington Ct, and Brostorm Dr
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.2 mi
Width	33 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2-Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	No - Red curb
Sidewalks?	Yes
Driveways?	No
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential, Open spaces, Park and recreation

COMMENTS & JUSTIFICATION

Abrams Drive between Preston Drive and Imjin Parkway is classified as a Collector per the General Plan. The posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 34 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph..

Higher than the expected collision rate, presence of horizontal and vertical curve, and residential land uses justify further reducing the observed 85th percentile speed.

Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.

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ENGINEERING AND TRAFFIC SURVEY

42

STREET: Preston Drive **SURVEY DATE:** 12/10/2024

FROM: Abrams Drive **TO:** Imjin Parkway

SPEED DATA

Location of Speed Survey	85 ft west of Wahl Ct	**Posted Speed Limit**	30 MPH
Time of Speed Survey	11:09 AM - 12:24 PM	**Recommended Speed Limit**	30 MPH
50th Percentile Speed (Mean Spee	27 MPH	**Speed Limit Change**	-
85th Percentile Speed	29.15 MPH		
10 mph Pace Speed	23 - 32 MPH		
Percentage of Vehicles in Pace	97.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	2,110 Vehicles
Type of Traffic Control	Stop controlled at Abrams Dr, Barth Ct, Horn Ct, Wahl Ct, Wittenmyer Ct, Bandholtz Ct, Brown Ct, Landrum Ct, and Ready Ct
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.6 mi
Width	22 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2-Lane Collector
Divided Median?	No
Designated Bike Route?	No
Bike Lanes?	No
Uncontrolled Crosswalks	No
On-Street Parking?	No - Red curb
Sidewalks?	Yes
Driveways?	Few
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential, Open spaces, Park and recreation

COMMENTS & JUSTIFICATION

Preston Drive between Abrams Drive and Imjin Parkway is classified as a Collector as per the General Plan. The posted speed limit is 30 mph. The radar speed data collected shows the 85th-percentile speed as 29.15 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 30 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Presence of driveways, park, residential land uses, horizontal and vertical curves further justify maintaining the existing posted speed limit. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 30 mph is retained.

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ENGINEERING AND TRAFFIC SURVEY

43

STREET: 3rd Avenue **SURVEY DATE:** 12/5/2024

FROM: Imjin Parkway **TO:** 8th Street

SPEED DATA

Location of Speed Survey	195 ft north of 10th St	**Posted Speed Limit**	25 MPH
Time of Speed Survey	10:30 AM - 11:18 AM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spee	24 MPH	**Speed Limit Change**	-
85th Percentile Speed	27 MPH		
10 mph Pace Speed	20 - 29 MPH		
Percentage of Vehicles in Pace	97.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	981 Vehicles
Type of Traffic Control	Stop controlled at Imjin Pkwy, Telegraph Blvd, 10th St, Boardwalk Ave, 9th St, and 8th St
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	0.4 mi
Width	31 ft (Approx.)
Number of Lanes	NB-1 SB-1
Street Classification	2-Lane Collector
Divided Median?	No - Just small segment near Imjin Pkwy had median
Designated Bike Route?	Yes - There is a sign
Bike Lanes?	No
Uncontrolled Crosswalks	No There is a horse crossing sign
On-Street Parking?	Yes
Sidewalks?	Yes
Driveways?	No
Vertical Curve	Yes
Horizontal Curve	No
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential and Commercial

COMMENTS & JUSTIFICATION

3rd Avenue between Imjin Parkway and 8th Street is classified as a Collector as per the General Plan. The posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 27 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 25 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

No further reduction in existing posted speed limit is recommended to maintain the existing street characteristics. Presence of on-street parking, vertical curve, residential and commercial land uses further justify maintaining the existing posted speed limit. Per CVC 22358.8, local agency may retain the currently adopted speed without further reduction, by Ordinance. It has been verified that no additional general-purpose lanes have been added to the roadway segment since the previous E&TS. It is therefore recommended that the existing posted speed limit of 25 mph is retained.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

44

STREET: Abrams Drive **SURVEY DATE:** 12/11/2024

FROM: Imjin Pkwy (west) **TO:** Preston Drive

SPEED DATA

Location of Speed Survey	130 ft west of Inchon Ct	**Posted Speed Limit**	25 MPH
Time of Speed Survey	2:26 PM - 3:02 PM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spe	30 MPH	**Speed Limit Change**	-
85th Percentile Speed	35.15 MPH		
10 mph Pace Speed	25 - 34 MPH		
Percentage of Vehicles in Pace	74.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	2,667 Vehicles
Type of Traffic Control	Stop controlled at Imjin Pkwy, Brostorm Dr, Wilson Ct, Bayonet Ct, and Preston Dr. Traffic circles at MacArthur Dr, 3rd Ave, and Denall Dr
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	1.1 mi	
Width	49 ft (Approx.)	
Number of Lanes	EB-1 WB-1	
Street Classification	2-Lane Collector	
Divided Median?	No - Just small segment near Imjin Pkwy had median	
Designated Bike Route?	Yes - There is a sign	
Bike Lanes?	Yes (Class II)	
Uncontrolled Crosswalk	Yes - At Bluffs Dr	There is a horse crossing sign
On-Street Parking?	Yes	
Sidewalks?	Yes	
Driveways?	Few	
Vertical Curve	Yes	
Horizontal Curve	Yes	
Visibility	Good	
Pavement Condition	Fair	
Adjacent Land Use	Residential, Open spaces, Park and recreation	

COMMENTS & JUSTIFICATION

Abrams Drive between Imjin Parkway and Preston Drive is classified as a Collector as per the General Plan. The posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 35.15 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding down the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking , Class II bike lanes, horizontal and vertical curve justify further reducing the observed 85th percentile speed.

Per CVC 22358.6 (b) [MUTCD Section 2B.13 Paragraph 12a Option 1], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed limit may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed to 30 mph, in compliance with CVC Section 627 and 22358.5.

The resulting speed limit of 30 mph is still more than is reasonable or safe per City staff. It is therefore recommended that the City adopt a lower speed limit by ordinance to 25 mph, which is the existing posted speed limit.

It should be noted that this segment was not included in the previous 'Engineering & Traffic Survey (E&TS)' study conducted by the City. Therefore, 'CVC Section 22358.8' as identified in AB 43, which allows local authorities to retain current speed limit or restore immediately prior speed limit, cannot be used.

The existing posted speed limit of 25 mph is retained.

CITY OF MARINA

ENGINEERING AND TRAFFIC SURVEY

45

STREET: Marina Heights Drive **SURVEY DATE:** 12/11/2024

FROM: California Ave **TO:** Imjin Pkwy

SPEED DATA

Location of Speed Survey	450 ft west of Arroyo Dr	**Posted Speed Limit**	25 MPH
Time of Speed Survey	1:39 PM - 2:21 PM	**Recommended Speed Limit**	25 MPH
50th Percentile Speed (Mean Spe	29 MPH	**Speed Limit Change**	-
85th Percentile Speed	34 MPH		
10 mph Pace Speed	25 - 34 MPH		
Percentage of Vehicles in Pace	84.0%		
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.07

TRAFFIC FACTORS

Average Daily Traffic	2,407 Vehicles
Type of Traffic Control	Stop controlled at California Ave, Arroyo Dr, and Imjin Pkwy. Traffic circle at Abrams Dr and Bonte Dr
Pedestrian Traffic	Low
Truck Traffic	Low

ROADWAY CHARACTERISTICS

Length of Segment	1.1 mi
Width	37 ft (Approx.)
Number of Lanes	EB-1 WB-1
Street Classification	2-Lane Collector
Divided Median?	Yes
Designated Bike Route?	No
Bike Lanes?	No - After Bluffs Dr there is bike lane on both side
Uncontrolled Crosswalk	No
On-Street Parking?	Yes - After Bonte Dr on both side
Sidewalks?	Yes - Only one side
Driveways?	Few
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Good
Pavement Condition	Fair
Adjacent Land Use	Residential, Open spaces, Park and recreation

COMMENTS & JUSTIFICATION

Marina Heights Drive between California Avenue and Imjin Pakrway is classified as a Collector as per the General Plan. The posted speed limit is 25 mph. The radar speed data collected shows the 85th-percentile speed as 34 mph. The CVC 22358.6(a) requires rounding speed limit to the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, which results in rounding up the 85th percentile speed to 35 mph. The collision rate is lower than the expected collision rate for similar facilities statewide.

The presence of on-street parking , Class II bike lanes, horizontal and vertical curve justify further reducing the observed 85th percentile speed.

Per CVC 22358.6 (c) [MUTCD Section 2B.13 Paragraph 12a Option 2], for cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reductions are used.

The resulting speed limit of 30 mph is still more than is reasonable or safe per City staff. It is therefore recommended that the City adopt a lower speed limit by ordinance to 25 mph, which is the existing posted speed limit.

It should be noted that this segment was not included in the previous 'Engineering & Traffic Survey (E&TS)' study conducted by the City. Therefore, 'CVC Section 22358.8' as identified in AB 43, which allows local authorities to retain current speed limit or restore immediately prior speed limit, cannot be used.

The existing posted speed limit of 25 mph is retained.

Appendix D

Radar Speed Survey Data

DRAFT

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Imjin Parkway**	LOCATION:	1
SURVEY LIMITS:	**State Route 1 to California Avenue**	COLLECTOR:	Jesus
SURVEY DATE:	Thursday, December 5, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	4
SURVEY START TIME:	11:22:00 AM		
SURVEY END TIME:	12:00:00 PM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	50 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 42 MPH	TO	51 MPH
50 MPH	46.5 MPH	42 MPH	Below Pace 10.0%	In Pace 83.0%	Above Pace 7.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	50 MPH
0.0% COMPLYING	86.0% COMPLYING

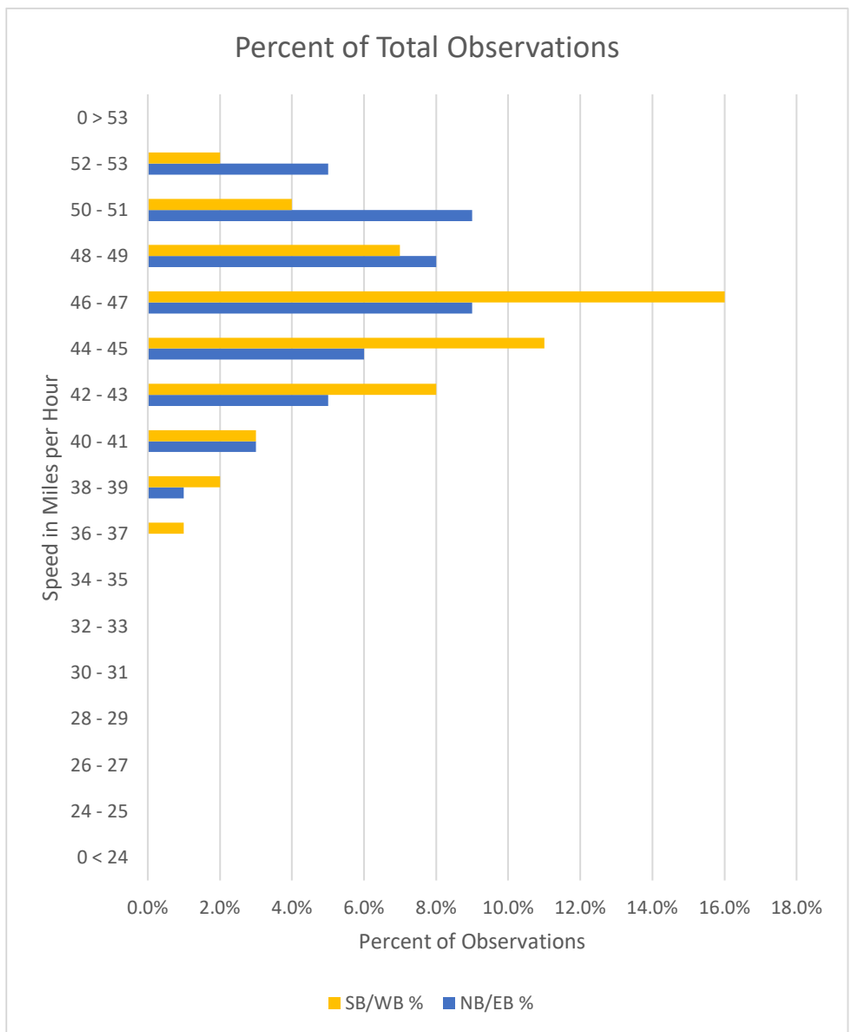
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	46	46.0%
SB/WB	54	54.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **50 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 24	0	0.0%	0	0%	0.0%	0	0.0%
24 - 25	0	0.0%	0	0%	0.0%	0	0.0%
26 - 27	0	0.0%	0	0%	0.0%	0	0.0%
28 - 29	0	0.0%	0	0%	0.0%	0	0.0%
30 - 31	0	0.0%	0	0%	0.0%	0	0.0%
32 - 33	0	0.0%	0	0%	0.0%	0	0.0%
34 - 35	0	0.0%	0	0%	0.0%	0	0.0%
36 - 37	0	0.0%	1	1%	1.0%	1	1.0%
38 - 39	1	1.0%	2	2%	3.0%	4	4.0%
40 - 41	3	3.0%	3	3%	6.0%	10	10.0%
42 - 43	5	5.0%	8	8%	13.0%	23	23.0%
44 - 45	6	6.0%	11	11%	17.0%	40	40.0%
46 - 47	9	9.0%	16	16%	25.0%	65	65.0%
48 - 49	8	8.0%	7	7%	15.0%	80	80.0%
50 - 51	9	9.0%	4	4%	13.0%	93	93.0%
52 - 53	5	5.0%	2	2%	7.0%	100	100.0%
0 > 53	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Imjin Parkway**	LOCATION:	2
SURVEY LIMITS:	**California Avenue to Reservation Road**	COLLECTOR:	Jesus Nunez
SURVEY DATE:	Thursday, December 19, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	11:27:00 AM		
SURVEY END TIME:	11:53:00 AM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	35 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 32 MPH	TO	41 MPH
39.15 MPH	36.5 MPH	33 MPH	Below Pace 5.0%	In Pace 92.0%	Above Pace 3.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	35 MPH
0.0% COMPLYING	34.0% COMPLYING

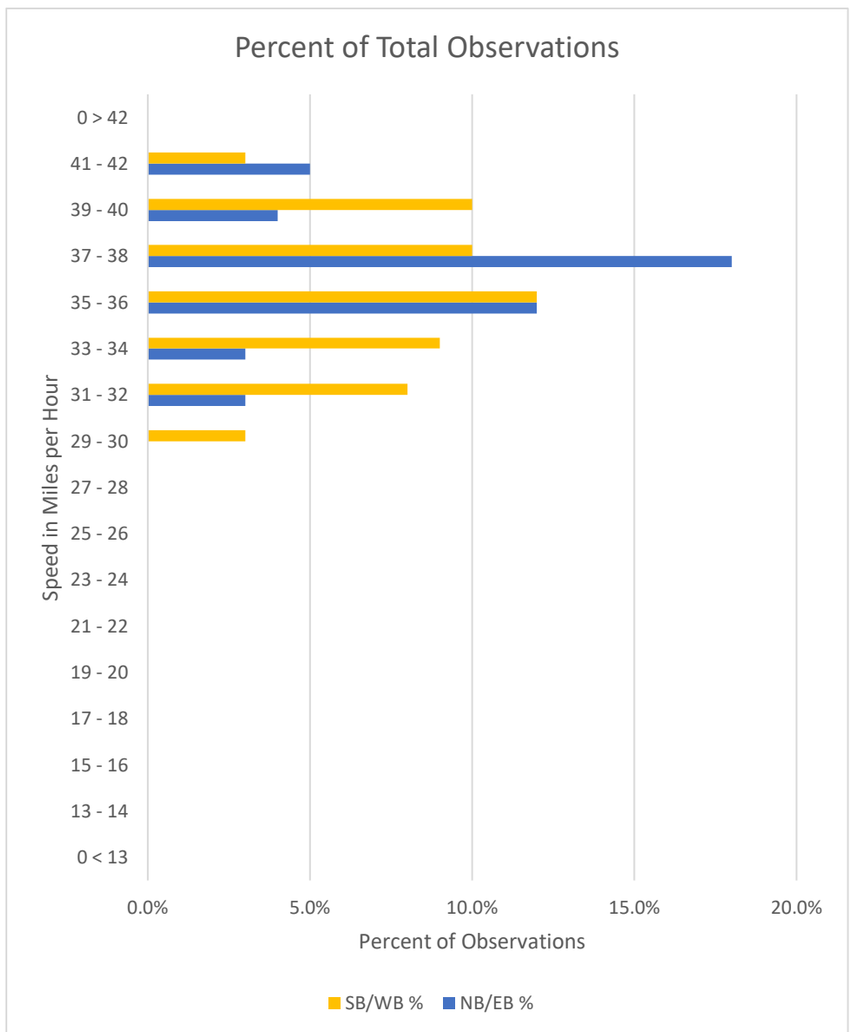
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	45	45.0%
SB/WB	55	55.0%

UNUSUAL CONDITIONS: **WB lane closure due to long-term construction. Traffic is still free flowing.**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **35 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 13	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	0	0.0%	0	0%	0.0%	0	0.0%
21 - 22	0	0.0%	0	0%	0.0%	0	0.0%
23 - 24	0	0.0%	0	0%	0.0%	0	0.0%
25 - 26	0	0.0%	0	0%	0.0%	0	0.0%
27 - 28	0	0.0%	0	0%	0.0%	0	0.0%
29 - 30	0	0.0%	3	3%	3.0%	3	3.0%
31 - 32	3	3.0%	8	8%	11.0%	14	14.0%
33 - 34	3	3.0%	9	9%	12.0%	26	26.0%
35 - 36	12	12.0%	12	12%	24.0%	50	50.0%
37 - 38	18	18.0%	10	10%	28.0%	78	78.0%
39 - 40	4	4.0%	10	10%	14.0%	92	92.0%
41 - 42	5	5.0%	3	3%	8.0%	100	100.0%
0 > 42	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Del Monte Boulevard**	LOCATION:	3
SURVEY LIMITS:	**SR1/Reindollar Avenue to Reservation Road**	COLLECTOR:	Randy
SURVEY DATE:	Thursday, December 19, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	4
SURVEY START TIME:	9:23:00 AM		
SURVEY END TIME:	9:46:00 AM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	40 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 36 MPH	TO	45 MPH
45 MPH	40.5 MPH	37 MPH	Below Pace 6.0%	In Pace 81.0%	Above Pace 13.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	40 MPH
0.0% COMPLYING	50.0% COMPLYING

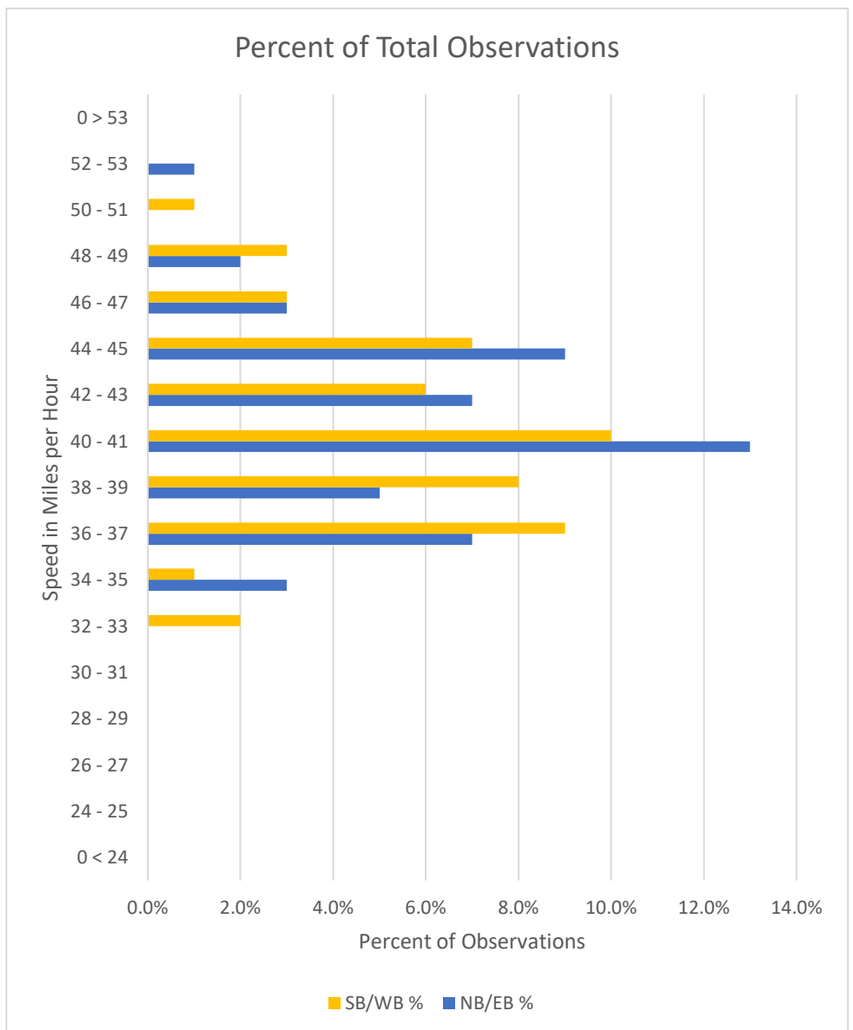
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **40 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 24	0	0.0%	0	0%	0.0%	0	0.0%
24 - 25	0	0.0%	0	0%	0.0%	0	0.0%
26 - 27	0	0.0%	0	0%	0.0%	0	0.0%
28 - 29	0	0.0%	0	0%	0.0%	0	0.0%
30 - 31	0	0.0%	0	0%	0.0%	0	0.0%
32 - 33	0	0.0%	2	2%	2.0%	2	2.0%
34 - 35	3	3.0%	1	1%	4.0%	6	6.0%
36 - 37	7	7.0%	9	9%	16.0%	22	22.0%
38 - 39	5	5.0%	8	8%	13.0%	35	35.0%
40 - 41	13	13.0%	10	10%	23.0%	58	58.0%
42 - 43	7	7.0%	6	6%	13.0%	71	71.0%
44 - 45	9	9.0%	7	7%	16.0%	87	87.0%
46 - 47	3	3.0%	3	3%	6.0%	93	93.0%
48 - 49	2	2.0%	3	3%	5.0%	98	98.0%
50 - 51	0	0.0%	1	1%	1.0%	99	99.0%
52 - 53	1	1.0%	0	0%	1.0%	100	100.0%
0 > 53	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Del Monte Boulevard**	LOCATION:	4
SURVEY LIMITS:	**Reservation Road to Beach Road**	COLLECTOR:	Josh
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Poor	# OF LANES:	4
SURVEY START TIME:	9:35:00 AM		
SURVEY END TIME:	9:50:00 AM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	40 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 35 MPH	TO	44 MPH
42 MPH	39 MPH	35 MPH	Below Pace 10.0%	In Pace 85.0%	Above Pace 5.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	40 MPH
0.0% COMPLYING	70.0% COMPLYING

DIRECTION OF COLLECTION

#Entries	100	
NB/EB	35	35.0%
SB/WB	65	65.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **40 MPH**

	FREQUENCY NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	CUMULATIVE #	%
0 < 25	0	0.0%	0	0%	0.0%	0	0.0%
25 - 26	0	0.0%	0	0%	0.0%	0	0.0%
27 - 28	0	0.0%	0	0%	0.0%	0	0.0%
29 - 30	2	2.0%	0	0%	2.0%	2	2.0%
31 - 32	5	5.0%	0	0%	5.0%	7	7.0%
33 - 34	3	3.0%	0	0%	3.0%	10	10.0%
35 - 36	10	10.0%	8	8%	18.0%	28	28.0%
37 - 38	6	6.0%	14	14%	20.0%	48	48.0%
39 - 40	6	6.0%	16	16%	22.0%	70	70.0%
41 - 42	2	2.0%	14	14%	16.0%	86	86.0%
43 - 44	1	1.0%	8	8%	9.0%	95	95.0%
45 - 46	0	0.0%	1	1%	1.0%	96	96.0%
47 - 48	0	0.0%	1	1%	1.0%	97	97.0%
49 - 50	0	0.0%	1	1%	1.0%	98	98.0%
51 - 52	0	0.0%	1	1%	1.0%	99	99.0%
53 - 54	0	0.0%	1	1%	1.0%	100	100.0%
0 > 54	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Del Monte Boulevard**	LOCATION:	5
SURVEY LIMITS:	**Beach Road to Marina Greens Drive**	COLLECTOR:	Josh
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Poor	# OF LANES:	2
SURVEY START TIME:	9:05:00 AM		
SURVEY END TIME:	9:30:00 AM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	40 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 36 MPH	TO	45 MPH
45.15 MPH	**41 MPH**	**35.85 MPH**	Below Pace 15.0%	In Pace 70.0%	Above Pace 15.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	**40 MPH**
0.0% COMPLYING	47.0% COMPLYING

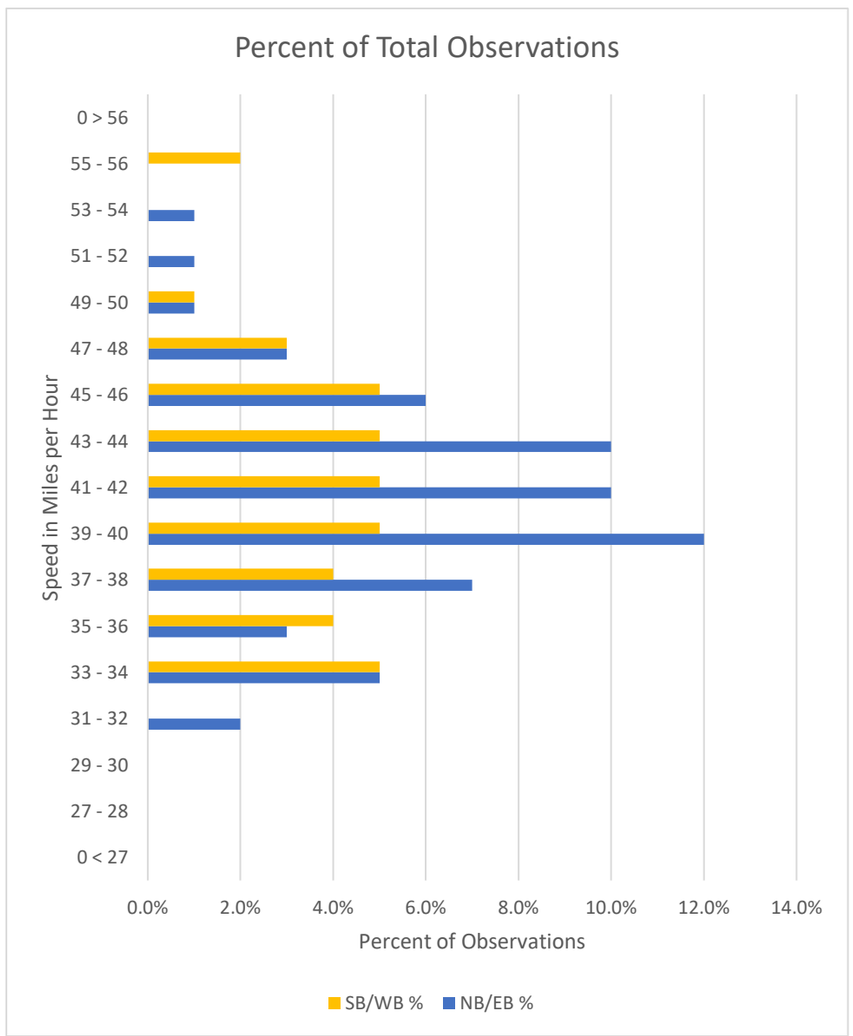
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	61	61.0%
SB/WB	39	39.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **40 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 27	0	0.0%	0	0%	0.0%	0	0.0%
27 - 28	0	0.0%	0	0%	0.0%	0	0.0%
29 - 30	0	0.0%	0	0%	0.0%	0	0.0%
31 - 32	2	2.0%	0	0%	2.0%	2	2.0%
33 - 34	5	5.0%	5	5%	10.0%	12	12.0%
35 - 36	3	3.0%	4	4%	7.0%	19	19.0%
37 - 38	7	7.0%	4	4%	11.0%	30	30.0%
39 - 40	12	12.0%	5	5%	17.0%	47	47.0%
41 - 42	10	10.0%	5	5%	15.0%	62	62.0%
43 - 44	10	10.0%	5	5%	15.0%	77	77.0%
45 - 46	6	6.0%	5	5%	11.0%	88	88.0%
47 - 48	3	3.0%	3	3%	6.0%	94	94.0%
49 - 50	1	1.0%	1	1%	2.0%	96	96.0%
51 - 52	1	1.0%	0	0%	1.0%	97	97.0%
53 - 54	1	1.0%	0	0%	1.0%	98	98.0%
55 - 56	0	0.0%	2	2%	2.0%	100	100.0%
0 > 56	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Reservation Road**	LOCATION:	6
SURVEY LIMITS:	**Dunes Drive to Beach Road**	COLLECTOR:	Josh
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Poor	# OF LANES:	5
SURVEY START TIME:	2:27:00 AM		
SURVEY END TIME:	2:50:00 AM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	35 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 25 MPH	TO	34 MPH
34 MPH	29 MPH	26 MPH	Below Pace 5.0%	In Pace 81.0%	Above Pace 14.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	35 MPH
13.0% COMPLYING	90.0% COMPLYING

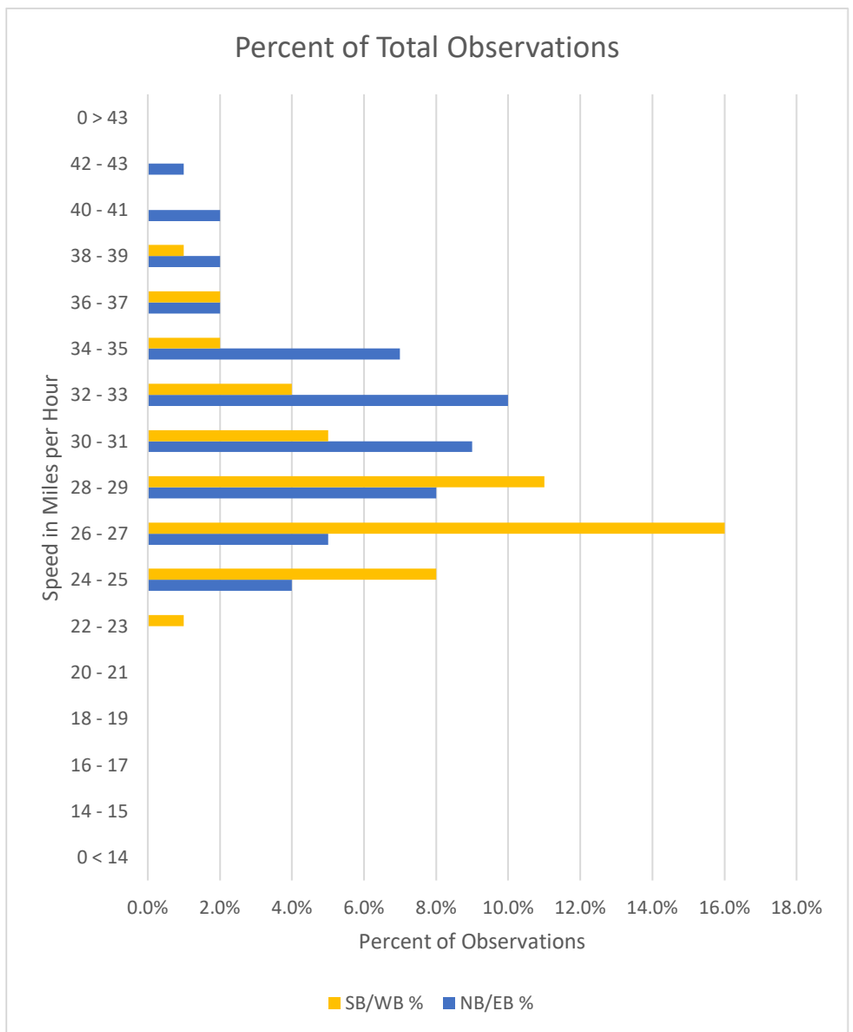
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **35 MPH**



	FREQUENCY NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	CUMULATIVE #	%
0 < 14	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	0	0.0%	0	0%	0.0%	0	0.0%
22 - 23	0	0.0%	1	1%	1.0%	1	1.0%
24 - 25	4	4.0%	8	8%	12.0%	13	13.0%
26 - 27	5	5.0%	16	16%	21.0%	34	34.0%
28 - 29	8	8.0%	11	11%	19.0%	53	53.0%
30 - 31	9	9.0%	5	5%	14.0%	67	67.0%
32 - 33	10	10.0%	4	4%	14.0%	81	81.0%
34 - 35	7	7.0%	2	2%	9.0%	90	90.0%
36 - 37	2	2.0%	2	2%	4.0%	94	94.0%
38 - 39	2	2.0%	1	1%	3.0%	97	97.0%
40 - 41	2	2.0%	0	0%	2.0%	99	99.0%
42 - 43	1	1.0%	0	0%	1.0%	100	100.0%
0 > 43	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Reservation Road**	LOCATION:	7
SURVEY LIMITS:	**Beach Road to Del Monte Boulevard**	COLLECTOR:	Josh
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	3
SURVEY START TIME:	2:52:00 PM		
SURVEY END TIME:	3:05:00 PM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 26 MPH	TO	35 MPH
33.15 MPH	29.5 MPH	26 MPH	Below Pace 11.0%	In Pace 86.0%	Above Pace 3.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	30 MPH
11.0% COMPLYING	60.0% COMPLYING

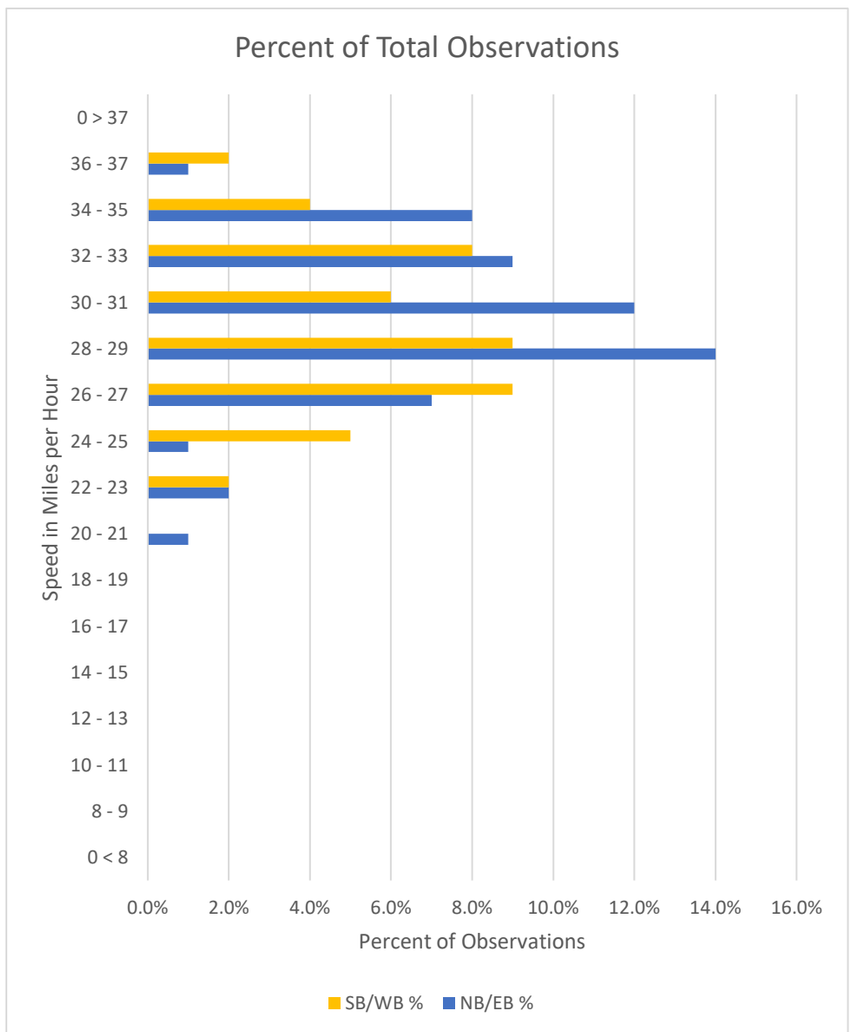
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	55	55.0%
SB/WB	45	45.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 8	0	0.0%	0	0%	0.0%	0	0.0%
8 - 9	0	0.0%	0	0%	0.0%	0	0.0%
10 - 11	0	0.0%	0	0%	0.0%	0	0.0%
12 - 13	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	1	1.0%	0	0%	1.0%	1	1.0%
22 - 23	2	2.0%	2	2%	4.0%	5	5.0%
24 - 25	1	1.0%	5	5%	6.0%	11	11.0%
26 - 27	7	7.0%	9	9%	16.0%	27	27.0%
28 - 29	14	14.0%	9	9%	23.0%	50	50.0%
30 - 31	12	12.0%	6	6%	18.0%	68	68.0%
32 - 33	9	9.0%	8	8%	17.0%	85	85.0%
34 - 35	8	8.0%	4	4%	12.0%	97	97.0%
36 - 37	1	1.0%	2	2%	3.0%	100	100.0%
0 > 37	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Reservation Road**	LOCATION:	8
SURVEY LIMITS:	**Del Monte Boulevard to Crescent Avenue**	COLLECTOR:	Jesus Nunez
SURVEY DATE:	Wednesday, December 18, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	4
SURVEY START TIME:	11:52:00 AM		
SURVEY END TIME:	12:40:00 PM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	35 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 32 MPH	TO	41 MPH
39 MPH	35 MPH	32 MPH	Below Pace 10.0%	In Pace 89.0%	Above Pace 1.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	35 MPH
0.0% COMPLYING	52.0% COMPLYING

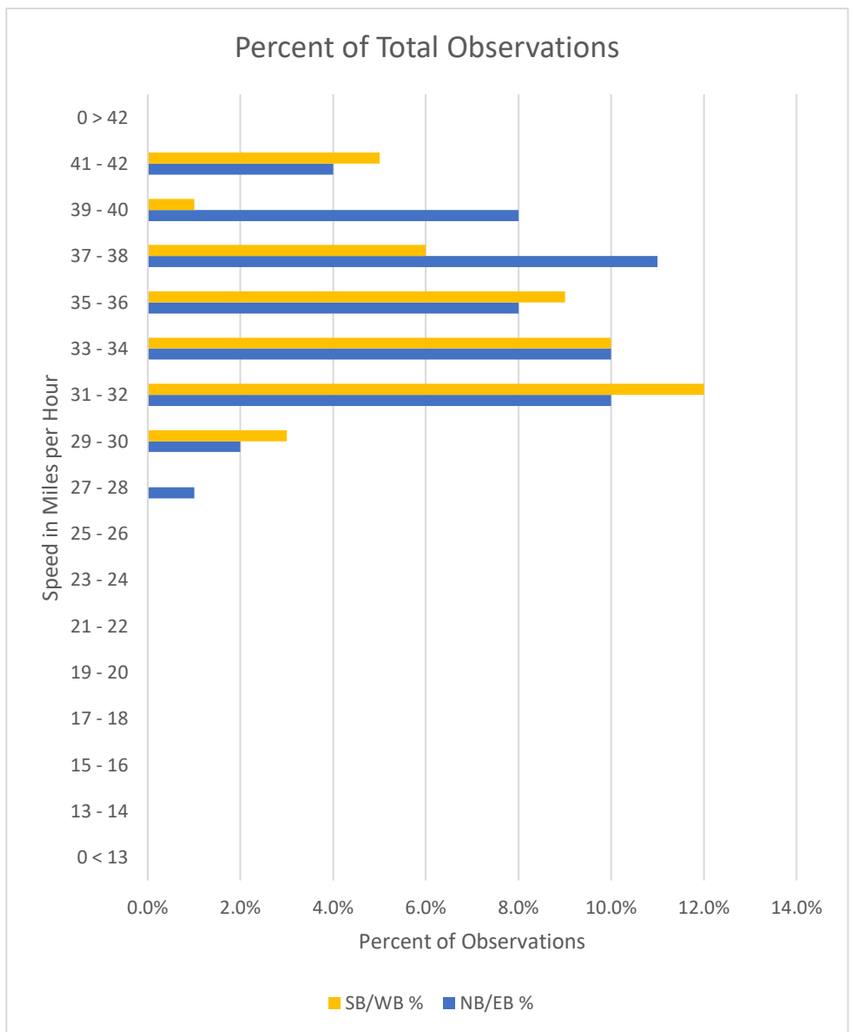
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	54	54.0%
SB/WB	46	46.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **35 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 13	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	0	0.0%	0	0%	0.0%	0	0.0%
21 - 22	0	0.0%	0	0%	0.0%	0	0.0%
23 - 24	0	0.0%	0	0%	0.0%	0	0.0%
25 - 26	0	0.0%	0	0%	0.0%	0	0.0%
27 - 28	1	1.0%	0	0%	1.0%	1	1.0%
29 - 30	2	2.0%	3	3%	5.0%	6	6.0%
31 - 32	10	10.0%	12	12%	22.0%	28	28.0%
33 - 34	10	10.0%	10	10%	20.0%	48	48.0%
35 - 36	8	8.0%	9	9%	17.0%	65	65.0%
37 - 38	11	11.0%	6	6%	17.0%	82	82.0%
39 - 40	8	8.0%	1	1%	9.0%	91	91.0%
41 - 42	4	4.0%	5	5%	9.0%	100	100.0%
0 > 42	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Reservation Road**	LOCATION:	9
SURVEY LIMITS:	**Crescent Avenue to California Avenue**	COLLECTOR:	Jesus Nunez
SURVEY DATE:	Wednesday, December 18, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	4
SURVEY START TIME:	11:15:00 AM		
SURVEY END TIME:	11:48:00 AM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	40 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 35 MPH TO 44 MPH
43 MPH	39 MPH	36 MPH	Below Pace 6.0% / In Pace 90.0% / Above Pace 4.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	40 MPH
0.0% COMPLYING	54.0% COMPLYING

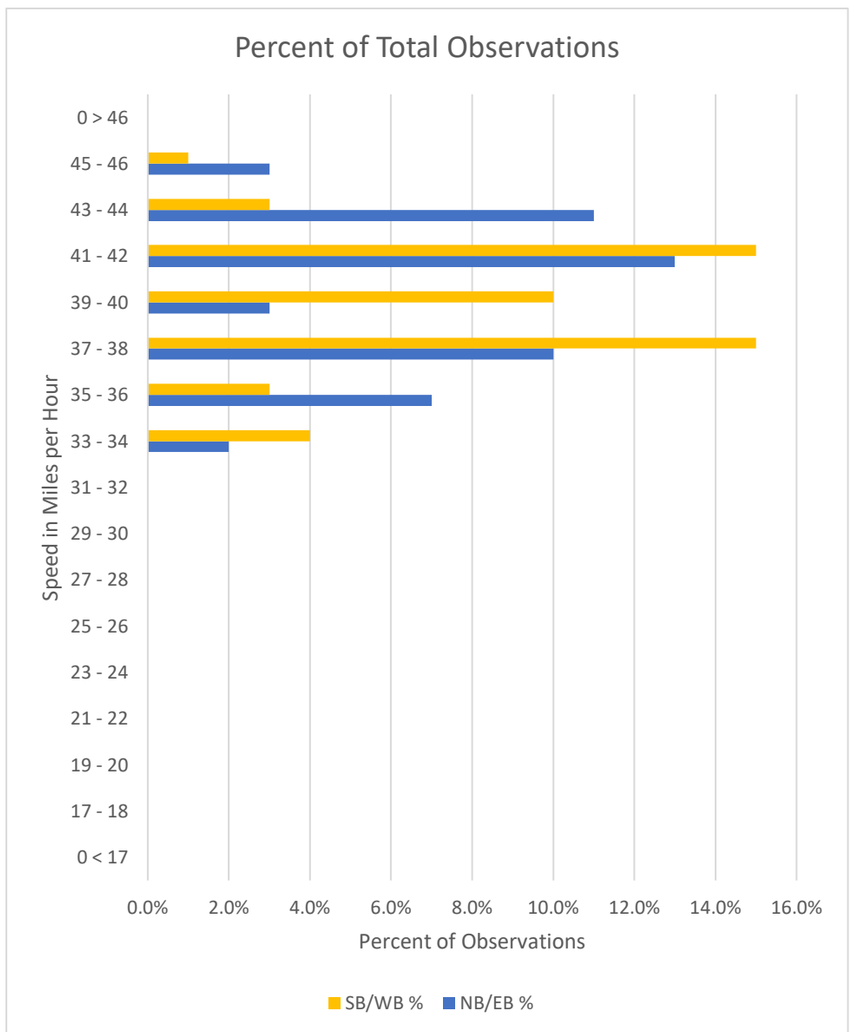
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	49	49.0%
SB/WB	51	51.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **40 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 17	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	0	0.0%	0	0%	0.0%	0	0.0%
21 - 22	0	0.0%	0	0%	0.0%	0	0.0%
23 - 24	0	0.0%	0	0%	0.0%	0	0.0%
25 - 26	0	0.0%	0	0%	0.0%	0	0.0%
27 - 28	0	0.0%	0	0%	0.0%	0	0.0%
29 - 30	0	0.0%	0	0%	0.0%	0	0.0%
31 - 32	0	0.0%	0	0%	0.0%	0	0.0%
33 - 34	2	2.0%	4	4%	6.0%	6	6.0%
35 - 36	7	7.0%	3	3%	10.0%	16	16.0%
37 - 38	10	10.0%	15	15%	25.0%	41	41.0%
39 - 40	3	3.0%	10	10%	13.0%	54	54.0%
41 - 42	13	13.0%	15	15%	28.0%	82	82.0%
43 - 44	11	11.0%	3	3%	14.0%	96	96.0%
45 - 46	3	3.0%	1	1%	4.0%	100	100.0%
0 > 46	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Reservation Road**	LOCATION:	10
SURVEY LIMITS:	**California Avenue to Salinas Avenue**	COLLECTOR:	Randy
SURVEY DATE:	Tuesday, December 10, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	4
SURVEY START TIME:	1:28:00 PM		
SURVEY END TIME:	1:57:00 PM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	45 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 41 MPH	TO	50 MPH
51 MPH	46 MPH	42 MPH	Below Pace 3.0%	In Pace 80.0%	Above Pace 17.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	45 MPH
0.0% COMPLYING	45.0% COMPLYING

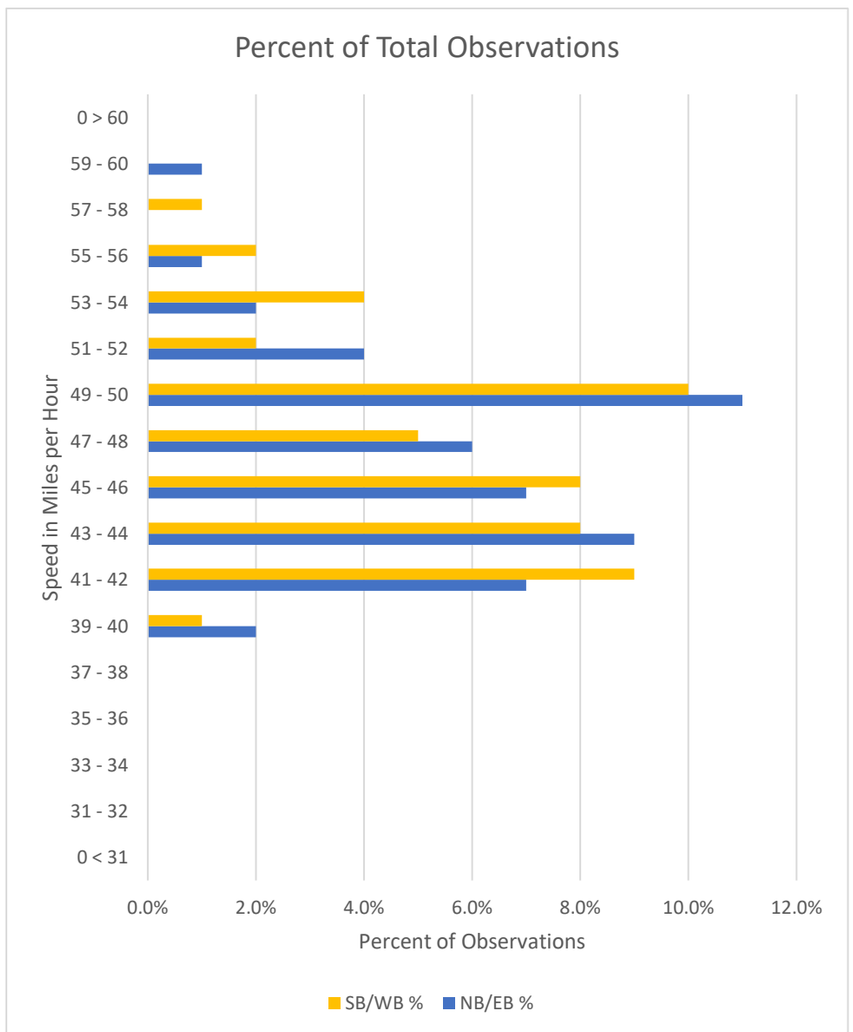
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **45 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 31	0	0.0%	0	0%	0.0%	0	0.0%
31 - 32	0	0.0%	0	0%	0.0%	0	0.0%
33 - 34	0	0.0%	0	0%	0.0%	0	0.0%
35 - 36	0	0.0%	0	0%	0.0%	0	0.0%
37 - 38	0	0.0%	0	0%	0.0%	0	0.0%
39 - 40	2	2.0%	1	1%	3.0%	3	3.0%
41 - 42	7	7.0%	9	9%	16.0%	19	19.0%
43 - 44	9	9.0%	8	8%	17.0%	36	36.0%
45 - 46	7	7.0%	8	8%	15.0%	51	51.0%
47 - 48	6	6.0%	5	5%	11.0%	62	62.0%
49 - 50	11	11.0%	10	10%	21.0%	83	83.0%
51 - 52	4	4.0%	2	2%	6.0%	89	89.0%
53 - 54	2	2.0%	4	4%	6.0%	95	95.0%
55 - 56	1	1.0%	2	2%	3.0%	98	98.0%
57 - 58	0	0.0%	1	1%	1.0%	99	99.0%
59 - 60	1	1.0%	0	0%	1.0%	100	100.0%
0 > 60	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Reservation Road**	LOCATION:	11
SURVEY LIMITS:	**Salinas Avenue to Imjin Parkway**	COLLECTOR:	Randy
SURVEY DATE:	Tuesday, December 10, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	4
SURVEY START TIME:	1:02:00 PM		
SURVEY END TIME:	1:26:00 PM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	55 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 46 MPH	TO	55 MPH
57 MPH	50 MPH	46 MPH	Below Pace 13.0%	In Pace 69.0%	Above Pace 18.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	55 MPH
0.0% COMPLYING	82.0% COMPLYING

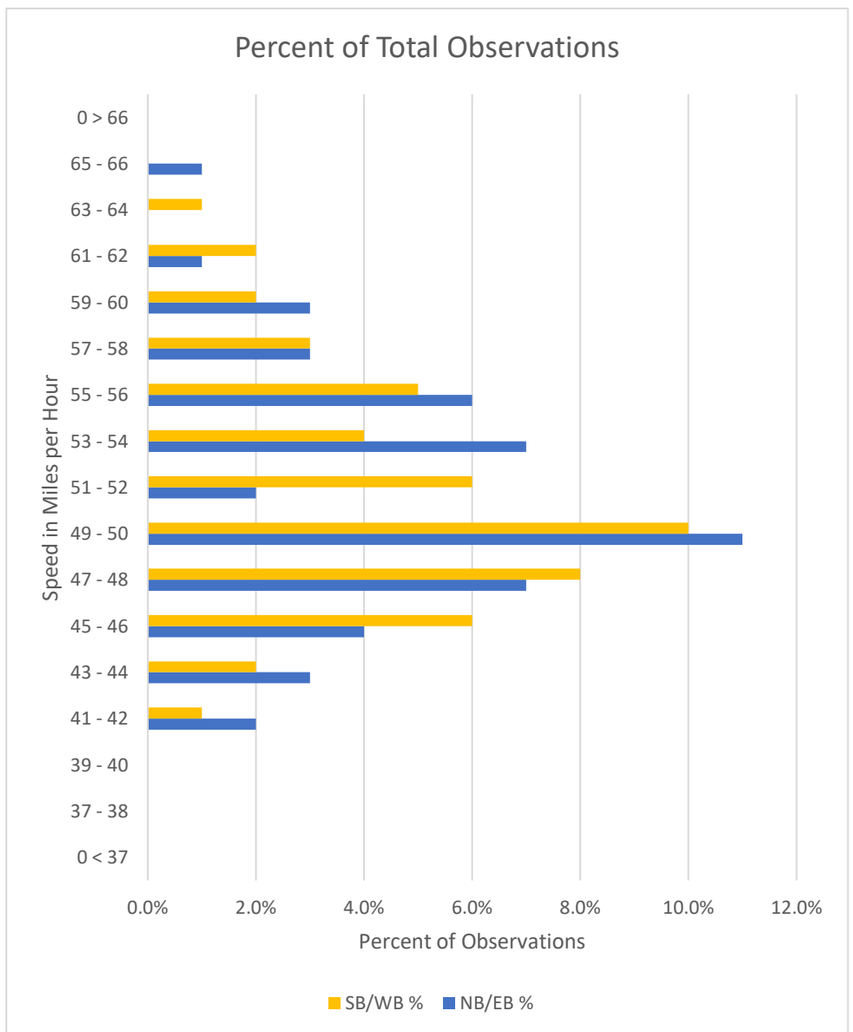
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **55 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 37	0	0.0%	0	0%	0.0%	0	0.0%
37 - 38	0	0.0%	0	0%	0.0%	0	0.0%
39 - 40	0	0.0%	0	0%	0.0%	0	0.0%
41 - 42	2	2.0%	1	1%	3.0%	3	3.0%
43 - 44	3	3.0%	2	2%	5.0%	8	8.0%
45 - 46	4	4.0%	6	6%	10.0%	18	18.0%
47 - 48	7	7.0%	8	8%	15.0%	33	33.0%
49 - 50	11	11.0%	10	10%	21.0%	54	54.0%
51 - 52	2	2.0%	6	6%	8.0%	62	62.0%
53 - 54	7	7.0%	4	4%	11.0%	73	73.0%
55 - 56	6	6.0%	5	5%	11.0%	84	84.0%
57 - 58	3	3.0%	3	3%	6.0%	90	90.0%
59 - 60	3	3.0%	2	2%	5.0%	95	95.0%
61 - 62	1	1.0%	2	2%	3.0%	98	98.0%
63 - 64	0	0.0%	1	1%	1.0%	99	99.0%
65 - 66	1	1.0%	0	0%	1.0%	100	100.0%
0 > 66	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Reservation Road**	LOCATION:	12
SURVEY LIMITS:	**Imjin Parkway to Blanco Road**	COLLECTOR:	Randy
SURVEY DATE:	Tuesday, December 10, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	5
SURVEY START TIME:	12:39:00 PM		
SURVEY END TIME:	12:58:00 PM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	55 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 50 MPH	TO	59 MPH
60.15 MPH	**55 MPH**	**50 MPH**	Below Pace 12.0%	In Pace 68.0%	Above Pace 20.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	**55 MPH**
0.0% COMPLYING	58.0% COMPLYING

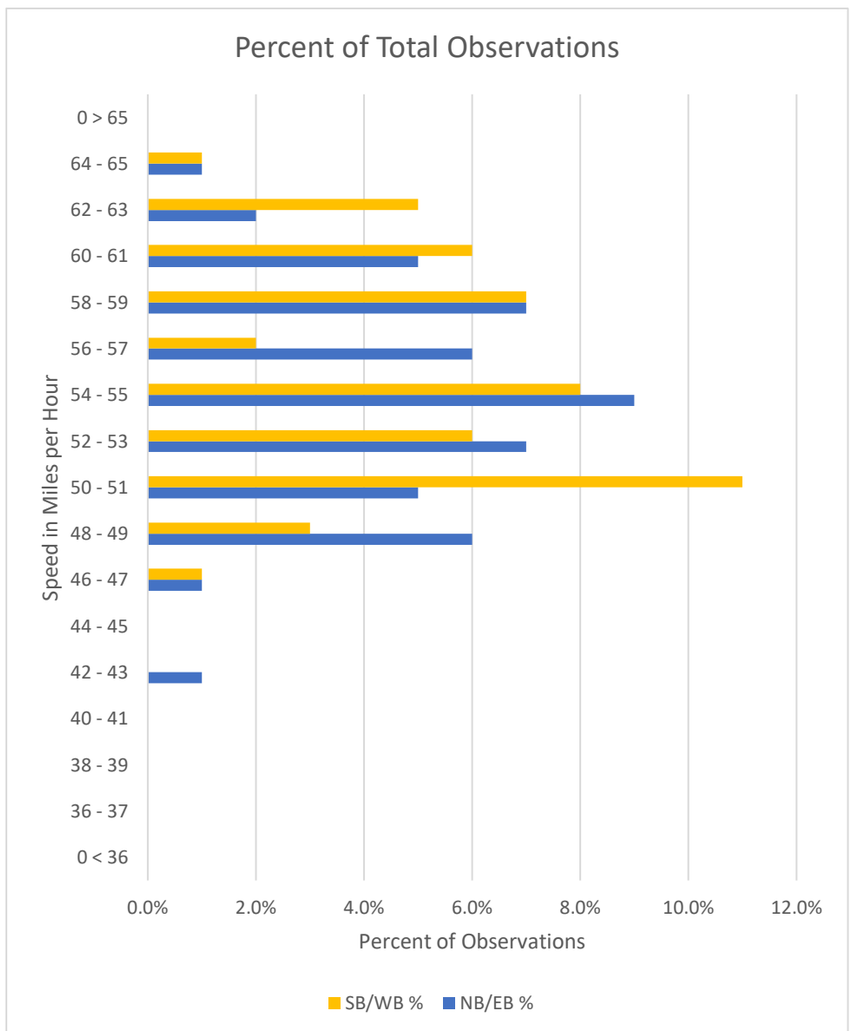
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **55 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 36	0	0.0%	0	0%	0.0%	0	0.0%
36 - 37	0	0.0%	0	0%	0.0%	0	0.0%
38 - 39	0	0.0%	0	0%	0.0%	0	0.0%
40 - 41	0	0.0%	0	0%	0.0%	0	0.0%
42 - 43	1	1.0%	0	0%	1.0%	1	1.0%
44 - 45	0	0.0%	0	0%	0.0%	1	1.0%
46 - 47	1	1.0%	1	1%	2.0%	3	3.0%
48 - 49	6	6.0%	3	3%	9.0%	12	12.0%
50 - 51	5	5.0%	11	11%	16.0%	28	28.0%
52 - 53	7	7.0%	6	6%	13.0%	41	41.0%
54 - 55	9	9.0%	8	8%	17.0%	58	58.0%
56 - 57	6	6.0%	2	2%	8.0%	66	66.0%
58 - 59	7	7.0%	7	7%	14.0%	80	80.0%
60 - 61	5	5.0%	6	6%	11.0%	91	91.0%
62 - 63	2	2.0%	5	5%	7.0%	98	98.0%
64 - 65	1	1.0%	1	1%	2.0%	100	100.0%
0 > 65	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**8th Street**	LOCATION:	13
SURVEY LIMITS:	**2nd Avenue to 3rd Avenue**	COLLECTOR:	Jesus Nunez
SURVEY DATE:	Thursday, December 19, 2024	WEATHER:	Sunny
ROAD CONDITION:	New	# OF LANES:	2
SURVEY START TIME:	9:18:00 AM		
SURVEY END TIME:	11:18:00 AM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 24 MPH	TO	33 MPH
32.6 MPH	28 MPH	26 MPH	Below Pace 5.3%	In Pace 94.7%	Above Pace 0.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	25 MPH
14.0% COMPLYING	14.0% COMPLYING

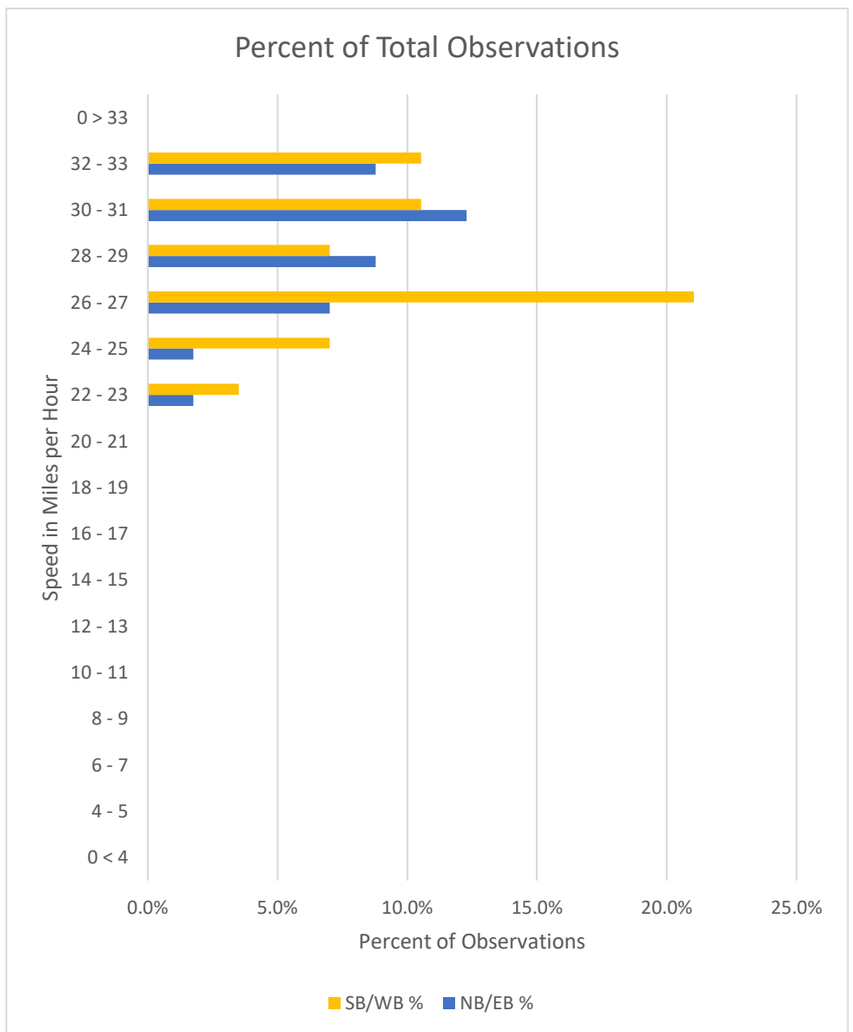
DIRECTION OF COLLECTION

#Entries	57	
NB/EB	23	40.4%
SB/WB	34	59.6%

UNUSUAL CONDITIONS: **None**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 4	0	0.0%	0	0%	0.0%	0	0.0%
4 - 5	0	0.0%	0	0%	0.0%	0	0.0%
6 - 7	0	0.0%	0	0%	0.0%	0	0.0%
8 - 9	0	0.0%	0	0%	0.0%	0	0.0%
10 - 11	0	0.0%	0	0%	0.0%	0	0.0%
12 - 13	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	0	0.0%	0	0%	0.0%	0	0.0%
22 - 23	1	1.8%	2	4%	5.3%	3	5.3%
24 - 25	1	1.8%	4	7%	8.8%	8	14.0%
26 - 27	4	7.0%	12	21%	28.1%	24	42.1%
28 - 29	5	8.8%	4	7%	15.8%	33	57.9%
30 - 31	7	12.3%	6	11%	22.8%	46	80.7%
32 - 33	5	8.8%	6	11%	19.3%	57	100.0%
0 > 33	0	0.0%	0	0%	0.0%	57	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**8th Street**	LOCATION:	14
SURVEY LIMITS:	**5th Avenue to Inter-Garrison Road**	COLLECTOR:	Jesus Nunez
SURVEY DATE:	Thursday, December 5, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	2:50:00 PM		
SURVEY END TIME:	3:52:00 PM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	40 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 30 MPH	TO	39 MPH
41 MPH	36 MPH	32 MPH	Below Pace 1.0%	In Pace 81.0%	Above Pace 18.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	40 MPH
0.0% COMPLYING	84.0% COMPLYING

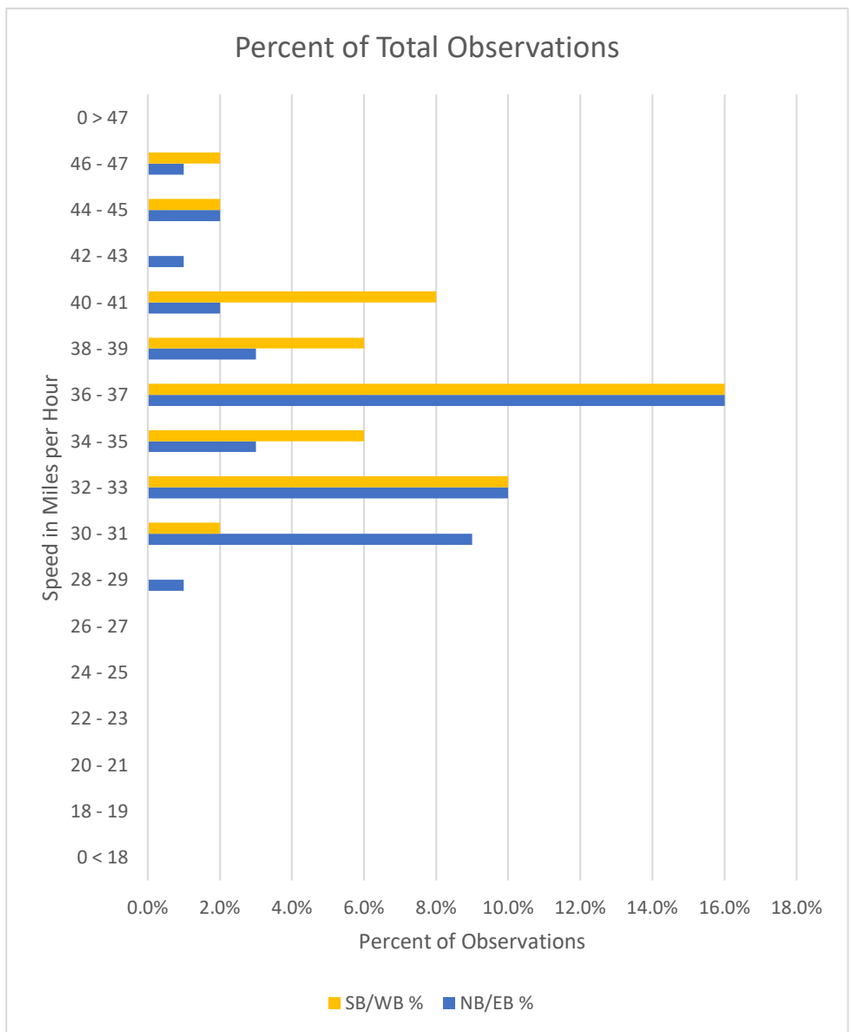
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	48	48.0%
SB/WB	52	52.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **40 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 18	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	0	0.0%	0	0%	0.0%	0	0.0%
22 - 23	0	0.0%	0	0%	0.0%	0	0.0%
24 - 25	0	0.0%	0	0%	0.0%	0	0.0%
26 - 27	0	0.0%	0	0%	0.0%	0	0.0%
28 - 29	1	1.0%	0	0%	1.0%	1	1.0%
30 - 31	9	9.0%	2	2%	11.0%	12	12.0%
32 - 33	10	10.0%	10	10%	20.0%	32	32.0%
34 - 35	3	3.0%	6	6%	9.0%	41	41.0%
36 - 37	16	16.0%	16	16%	32.0%	73	73.0%
38 - 39	3	3.0%	6	6%	9.0%	82	82.0%
40 - 41	2	2.0%	8	8%	10.0%	92	92.0%
42 - 43	1	1.0%	0	0%	1.0%	93	93.0%
44 - 45	2	2.0%	2	2%	4.0%	97	97.0%
46 - 47	1	1.0%	2	2%	3.0%	100	100.0%
0 > 47	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**9th Street**	LOCATION:	15
SURVEY LIMITS:	**1st Avenue to 2nd Avenue**	COLLECTOR:	Jesus
SURVEY DATE:	Thursday, December 5, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	12:04:00 PM		
SURVEY END TIME:	12:41:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 22 MPH	TO	31 MPH
31 MPH	27 MPH	24 MPH	Below Pace 1.0%	In Pace 95.0%	Above Pace 4.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	30 MPH
31.0% COMPLYING	84.0% COMPLYING

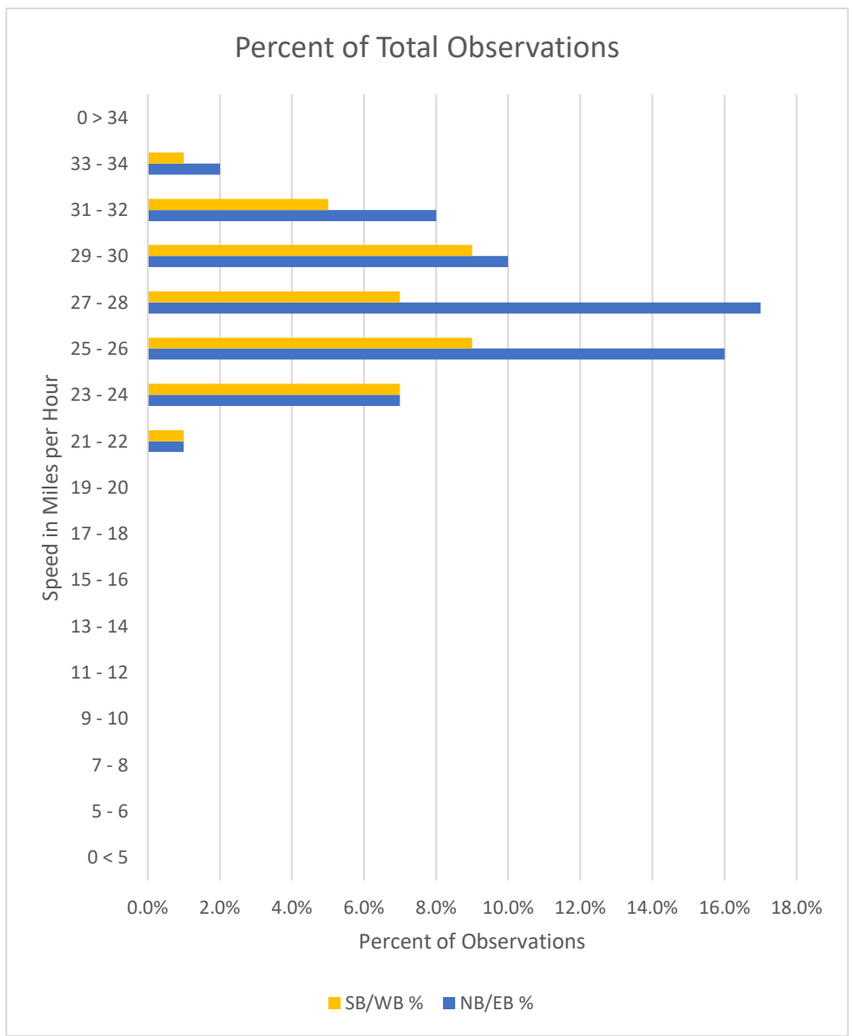
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	61	61.0%
SB/WB	39	39.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 5	0	0.0%	0	0%	0.0%	0	0.0%
5 - 6	0	0.0%	0	0%	0.0%	0	0.0%
7 - 8	0	0.0%	0	0%	0.0%	0	0.0%
9 - 10	0	0.0%	0	0%	0.0%	0	0.0%
11 - 12	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	0	0.0%	0	0%	0.0%	0	0.0%
21 - 22	1	1.0%	1	1%	2.0%	2	2.0%
23 - 24	7	7.0%	7	7%	14.0%	16	16.0%
25 - 26	16	16.0%	9	9%	25.0%	41	41.0%
27 - 28	17	17.0%	7	7%	24.0%	65	65.0%
29 - 30	10	10.0%	9	9%	19.0%	84	84.0%
31 - 32	8	8.0%	5	5%	13.0%	97	97.0%
33 - 34	2	2.0%	1	1%	3.0%	100	100.0%
0 > 34	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**2nd Avenue**	LOCATION:	16
SURVEY LIMITS:	**Divarty Street to 8th Street**	COLLECTOR:	Jesus Nunez
SURVEY DATE:	Thursday, December 5, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	4
SURVEY START TIME:	9:00:00 AM		
SURVEY END TIME:	9:42:00 AM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	45 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED		
			38 MPH	TO	47 MPH
46 MPH	42 MPH	40 MPH	Below Pace	In Pace	Above Pace
			1.0%	94.0%	5.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	45 MPH
0.0% COMPLYING	82.0% COMPLYING

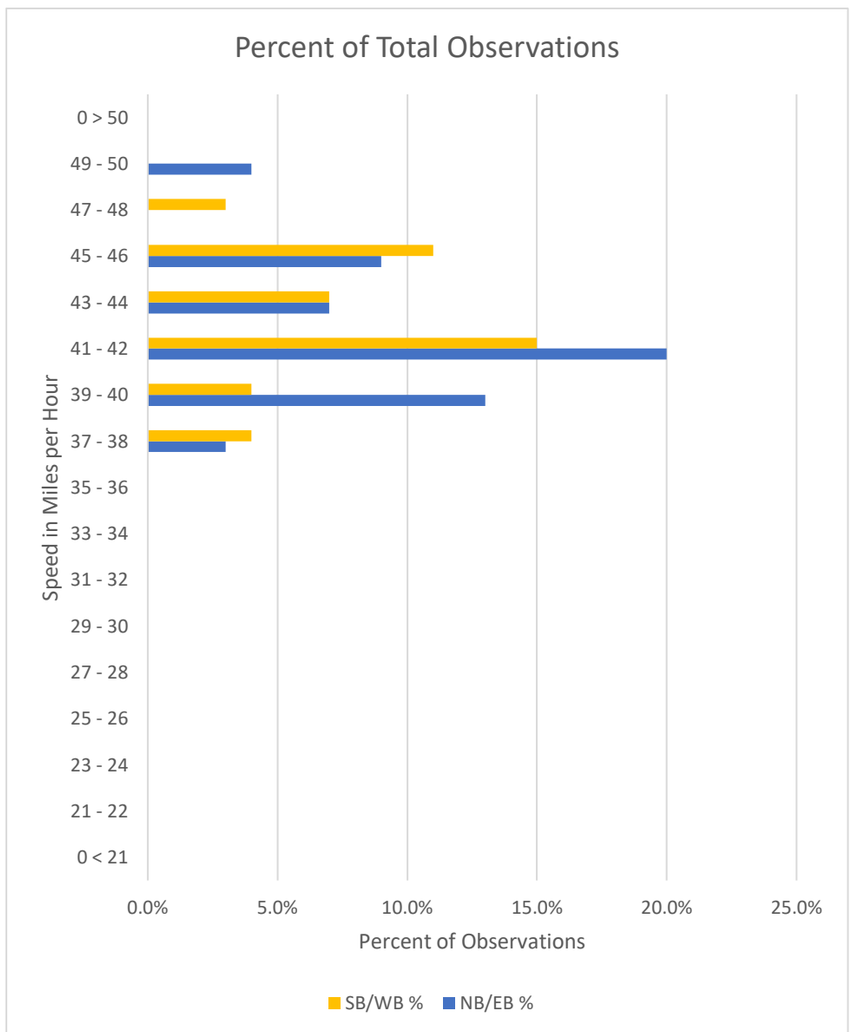
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	56	56.0%
SB/WB	44	44.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **45 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 21	0	0.0%	0	0%	0.0%	0	0.0%
21 - 22	0	0.0%	0	0%	0.0%	0	0.0%
23 - 24	0	0.0%	0	0%	0.0%	0	0.0%
25 - 26	0	0.0%	0	0%	0.0%	0	0.0%
27 - 28	0	0.0%	0	0%	0.0%	0	0.0%
29 - 30	0	0.0%	0	0%	0.0%	0	0.0%
31 - 32	0	0.0%	0	0%	0.0%	0	0.0%
33 - 34	0	0.0%	0	0%	0.0%	0	0.0%
35 - 36	0	0.0%	0	0%	0.0%	0	0.0%
37 - 38	3	3.0%	4	4%	7.0%	7	7.0%
39 - 40	13	13.0%	4	4%	17.0%	24	24.0%
41 - 42	20	20.0%	15	15%	35.0%	59	59.0%
43 - 44	7	7.0%	7	7%	14.0%	73	73.0%
45 - 46	9	9.0%	11	11%	20.0%	93	93.0%
47 - 48	0	0.0%	3	3%	3.0%	96	96.0%
49 - 50	4	4.0%	0	0%	4.0%	100	100.0%
0 > 50	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**2nd Avenue**	LOCATION:	17
SURVEY LIMITS:	**8th Street to Imjin Parkway**	COLLECTOR:	Jesus Nunez
SURVEY DATE:	Thursday, December 5, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	3
SURVEY START TIME:	9:45:00 AM		
SURVEY END TIME:	10:26:00 AM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	35 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED		
			29 MPH	TO	38 MPH
36 MPH	33 MPH	31 MPH	Below Pace	In Pace	Above Pace
			1.0%	95.0%	4.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	35 MPH
0.0% COMPLYING	83.0% COMPLYING

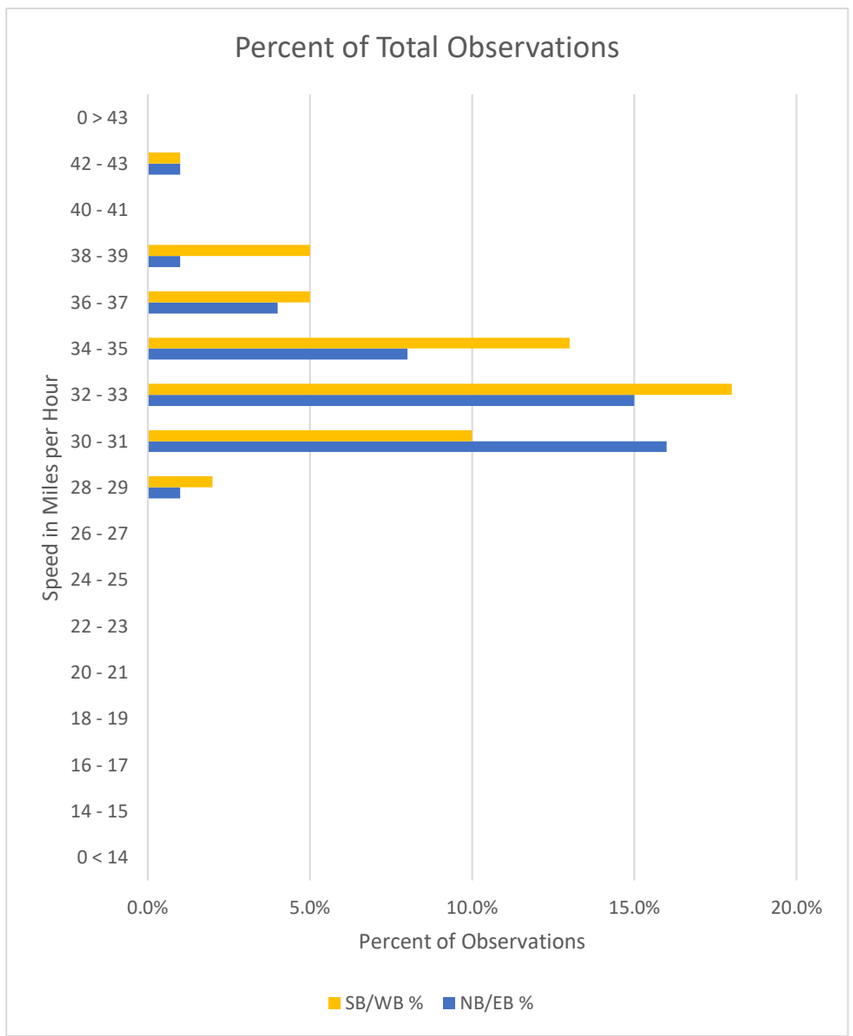
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	46	46.0%
SB/WB	54	54.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **35 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 14	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	0	0.0%	0	0%	0.0%	0	0.0%
22 - 23	0	0.0%	0	0%	0.0%	0	0.0%
24 - 25	0	0.0%	0	0%	0.0%	0	0.0%
26 - 27	0	0.0%	0	0%	0.0%	0	0.0%
28 - 29	1	1.0%	2	2%	3.0%	3	3.0%
30 - 31	16	16.0%	10	10%	26.0%	29	29.0%
32 - 33	15	15.0%	18	18%	33.0%	62	62.0%
34 - 35	8	8.0%	13	13%	21.0%	83	83.0%
36 - 37	4	4.0%	5	5%	9.0%	92	92.0%
38 - 39	1	1.0%	5	5%	6.0%	98	98.0%
40 - 41	0	0.0%	0	0%	0.0%	98	98.0%
42 - 43	1	1.0%	1	1%	2.0%	100	100.0%
0 > 43	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Beach Road**	LOCATION:	18
SURVEY LIMITS:	**Reservation Road to Del Monte Boulevard**	COLLECTOR:	Josh
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	3
SURVEY START TIME:	9:55:00 AM		
SURVEY END TIME:	10:20:00 AM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	35 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 25 MPH	TO	34 MPH
35 MPH	30.5 MPH	25.85 MPH	Below Pace 6.0%	In Pace 74.0%	Above Pace 20.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	35 MPH
15.0% COMPLYING	87.0% COMPLYING

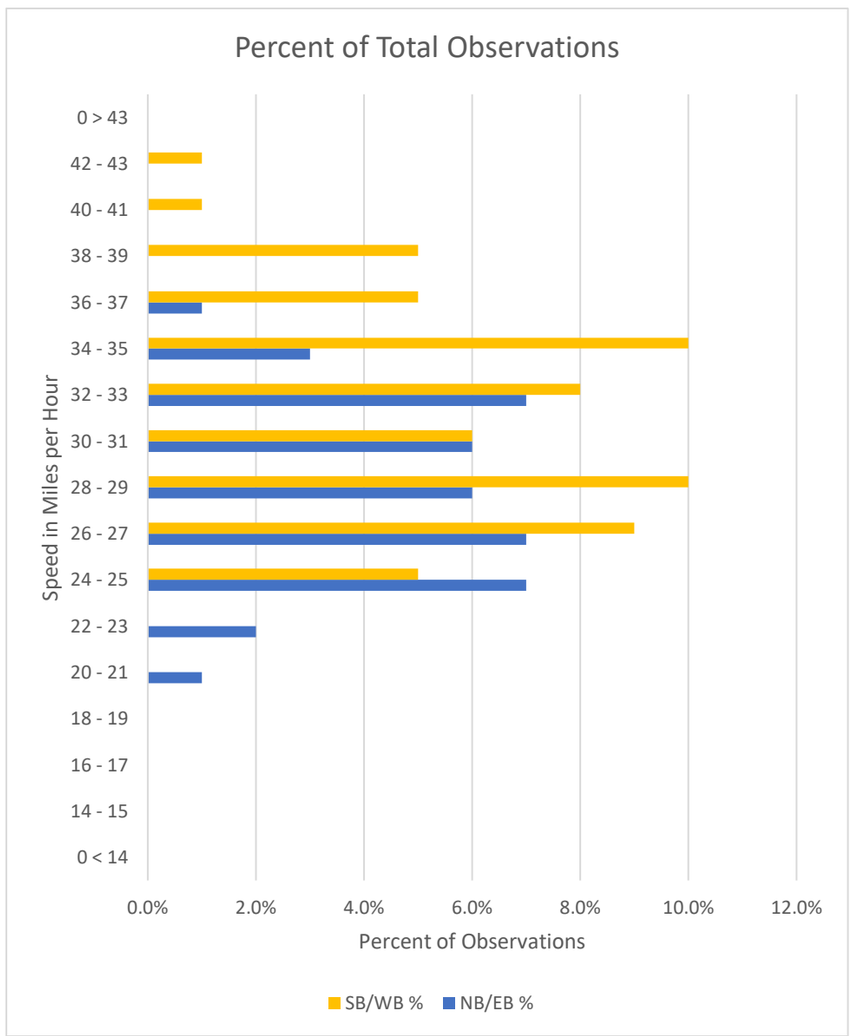
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	40	40.0%
SB/WB	60	60.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **35 MPH**



	FREQUENCY NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	CUMULATIVE #	%
0 < 14	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	1	1.0%	0	0%	1.0%	1	1.0%
22 - 23	2	2.0%	0	0%	2.0%	3	3.0%
24 - 25	7	7.0%	5	5%	12.0%	15	15.0%
26 - 27	7	7.0%	9	9%	16.0%	31	31.0%
28 - 29	6	6.0%	10	10%	16.0%	47	47.0%
30 - 31	6	6.0%	6	6%	12.0%	59	59.0%
32 - 33	7	7.0%	8	8%	15.0%	74	74.0%
34 - 35	3	3.0%	10	10%	13.0%	87	87.0%
36 - 37	1	1.0%	5	5%	6.0%	93	93.0%
38 - 39	0	0.0%	5	5%	5.0%	98	98.0%
40 - 41	0	0.0%	1	1%	1.0%	99	99.0%
42 - 43	0	0.0%	1	1%	1.0%	100	100.0%
0 > 43	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**De Forest Road**	LOCATION:	19
SURVEY LIMITS:	**Beach Road to Reservation Road**	COLLECTOR:	Jesus
SURVEY DATE:	Wednesday, December 18, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	9:17:00 AM		
SURVEY END TIME:	10:24:00 AM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 29 MPH	TO	38 MPH
36 MPH	33 MPH	29.85 MPH	Below Pace 10.0%	In Pace 86.0%	Above Pace 4.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	30 MPH
2.0% COMPLYING	23.0% COMPLYING

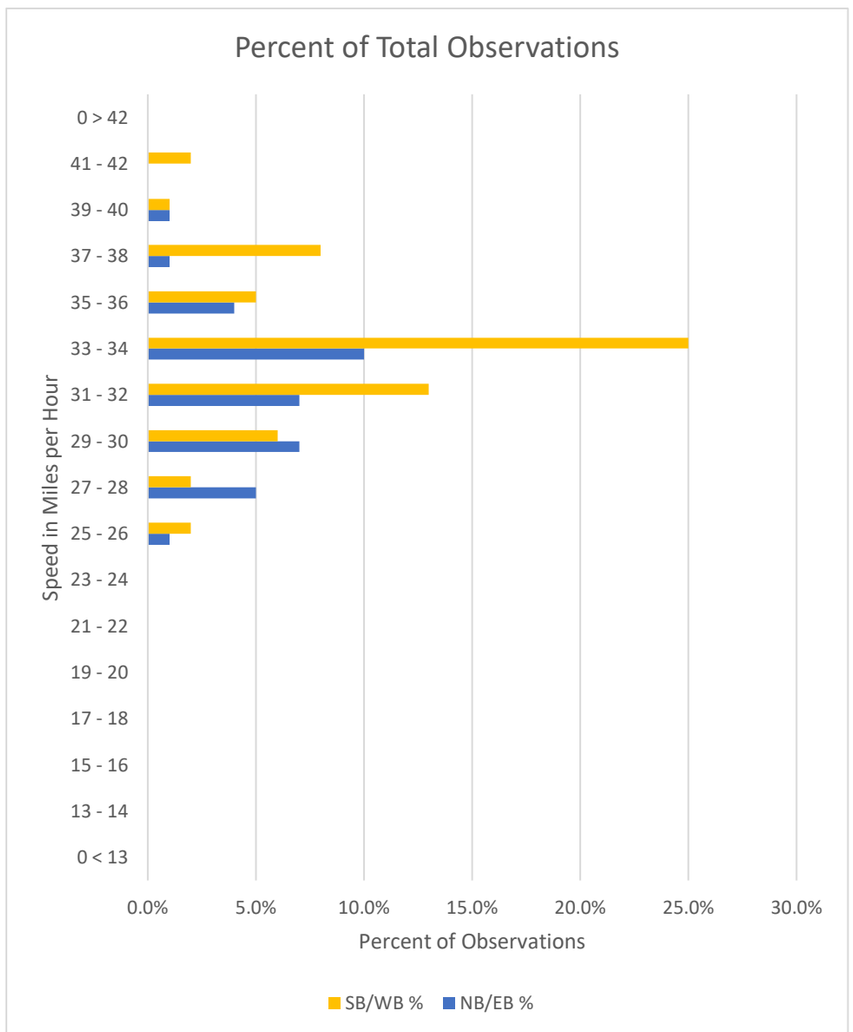
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	36	36.0%
SB/WB	64	64.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 13	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	0	0.0%	0	0%	0.0%	0	0.0%
21 - 22	0	0.0%	0	0%	0.0%	0	0.0%
23 - 24	0	0.0%	0	0%	0.0%	0	0.0%
25 - 26	1	1.0%	2	2%	3.0%	3	3.0%
27 - 28	5	5.0%	2	2%	7.0%	10	10.0%
29 - 30	7	7.0%	6	6%	13.0%	23	23.0%
31 - 32	7	7.0%	13	13%	20.0%	43	43.0%
33 - 34	10	10.0%	25	25%	35.0%	78	78.0%
35 - 36	4	4.0%	5	5%	9.0%	87	87.0%
37 - 38	1	1.0%	8	8%	9.0%	96	96.0%
39 - 40	1	1.0%	1	1%	2.0%	98	98.0%
41 - 42	0	0.0%	2	2%	2.0%	100	100.0%
0 > 42	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Crescent Avenue**	LOCATION:	20
SURVEY LIMITS:	**Quebrada Del Mar to Reservation Road**	COLLECTOR:	Jesus
SURVEY DATE:	Wednesday, December 18, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	10:28:00 AM		
SURVEY END TIME:	11:06:00 AM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 24 MPH	TO	33 MPH
32 MPH	29 MPH	26 MPH	Below Pace 0.0%	In Pace 97.0%	Above Pace 3.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH 10.0% COMPLYING	25 MPH 10.0% COMPLYING

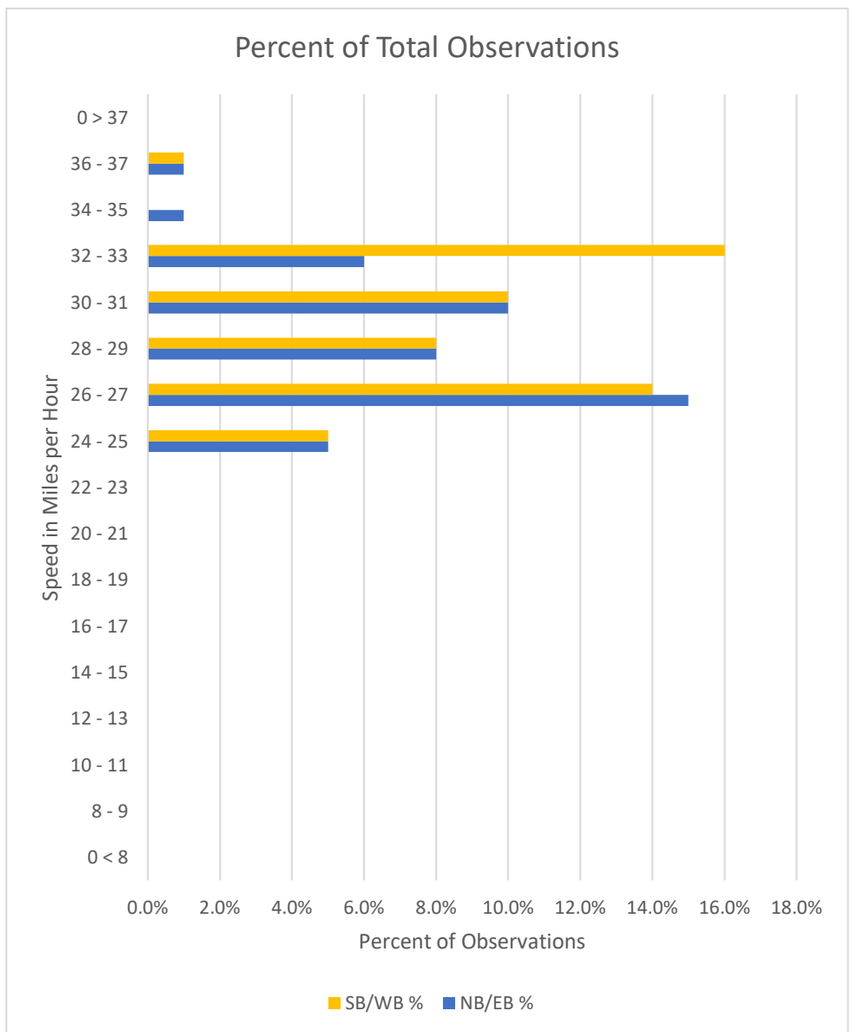
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	46	46.0%
SB/WB	54	54.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 8	0	0.0%	0	0%	0.0%	0	0.0%
8 - 9	0	0.0%	0	0%	0.0%	0	0.0%
10 - 11	0	0.0%	0	0%	0.0%	0	0.0%
12 - 13	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	0	0.0%	0	0%	0.0%	0	0.0%
22 - 23	0	0.0%	0	0%	0.0%	0	0.0%
24 - 25	5	5.0%	5	5%	10.0%	10	10.0%
26 - 27	15	15.0%	14	14%	29.0%	39	39.0%
28 - 29	8	8.0%	8	8%	16.0%	55	55.0%
30 - 31	10	10.0%	10	10%	20.0%	75	75.0%
32 - 33	6	6.0%	16	16%	22.0%	97	97.0%
34 - 35	1	1.0%	0	0%	1.0%	98	98.0%
36 - 37	1	1.0%	1	1%	2.0%	100	100.0%
0 > 37	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Crescent Avenue**	LOCATION:	21
SURVEY LIMITS:	**Reservation Road to Carmel Avenue**	COLLECTOR:	Randy
SURVEY DATE:	Thursday, December 19, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	10:22:00 AM		
SURVEY END TIME:	10:44:00 AM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 27 MPH	TO	36 MPH
36 MPH	31 MPH	27 MPH	Below Pace 12.0%	In Pace 75.0%	Above Pace 13.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	30 MPH
8.0% COMPLYING	44.0% COMPLYING

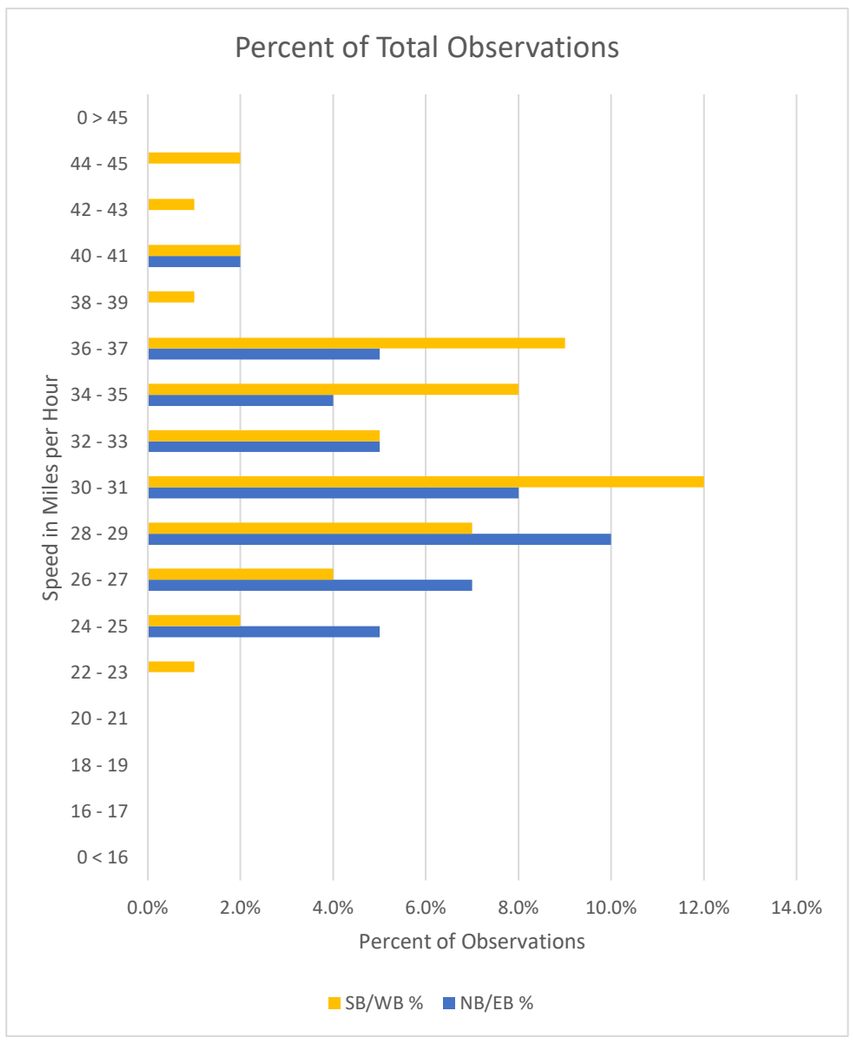
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	46	46.0%
SB/WB	54	54.0%

UNUSUAL CONDITIONS: **None**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 16	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	0	0.0%	0	0%	0.0%	0	0.0%
22 - 23	0	0.0%	1	1%	1.0%	1	1.0%
24 - 25	5	5.0%	2	2%	7.0%	8	8.0%
26 - 27	7	7.0%	4	4%	11.0%	19	19.0%
28 - 29	10	10.0%	7	7%	17.0%	36	36.0%
30 - 31	8	8.0%	12	12%	20.0%	56	56.0%
32 - 33	5	5.0%	5	5%	10.0%	66	66.0%
34 - 35	4	4.0%	8	8%	12.0%	78	78.0%
36 - 37	5	5.0%	9	9%	14.0%	92	92.0%
38 - 39	0	0.0%	1	1%	1.0%	93	93.0%
40 - 41	2	2.0%	2	2%	4.0%	97	97.0%
42 - 43	0	0.0%	1	1%	1.0%	98	98.0%
44 - 45	0	0.0%	2	2%	2.0%	100	100.0%
0 > 45	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Cardoza Avenue**	LOCATION:	22
SURVEY LIMITS:	**Reservation Road to Aaron Way (End)**	COLLECTOR:	Josh
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	New	# OF LANES:	3
SURVEY START TIME:	11:30:00 AM		
SURVEY END TIME:	12:05:00 PM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 22 MPH	TO	31 MPH
35 MPH	29 MPH	23 MPH	Below Pace 4.0%	In Pace 67.0%	Above Pace 29.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH 27.0% COMPLYING	30 MPH 64.0% COMPLYING

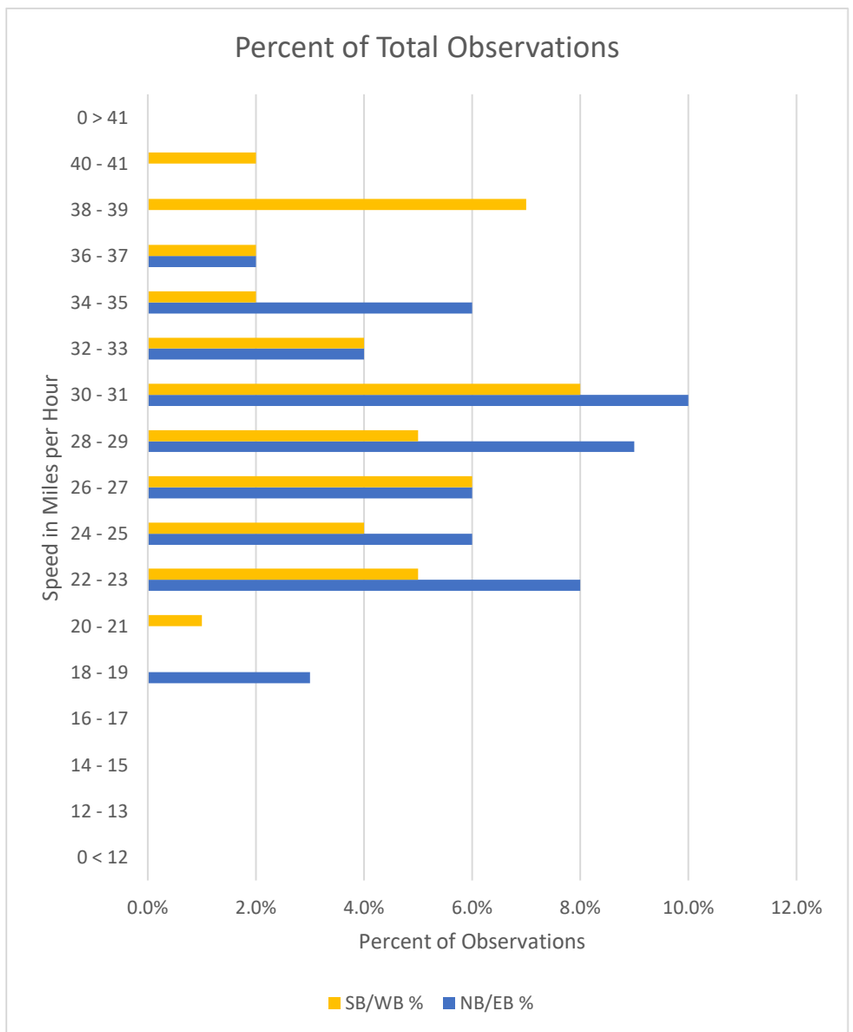
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	54	54.0%
SB/WB	46	46.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 12	0	0.0%	0	0%	0.0%	0	0.0%
12 - 13	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	3	3.0%	0	0%	3.0%	3	3.0%
20 - 21	0	0.0%	1	1%	1.0%	4	4.0%
22 - 23	8	8.0%	5	5%	13.0%	17	17.0%
24 - 25	6	6.0%	4	4%	10.0%	27	27.0%
26 - 27	6	6.0%	6	6%	12.0%	39	39.0%
28 - 29	9	9.0%	5	5%	14.0%	53	53.0%
30 - 31	10	10.0%	8	8%	18.0%	71	71.0%
32 - 33	4	4.0%	4	4%	8.0%	79	79.0%
34 - 35	6	6.0%	2	2%	8.0%	87	87.0%
36 - 37	2	2.0%	2	2%	4.0%	91	91.0%
38 - 39	0	0.0%	7	7%	7.0%	98	98.0%
40 - 41	0	0.0%	2	2%	2.0%	100	100.0%
0 > 41	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Beach Road**	LOCATION:	23
SURVEY LIMITS:	**Del Monte Boulevard to De Forest Road**	COLLECTOR:	Josh
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	10:23:00 AM		
SURVEY END TIME:	11:13:00 AM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 18 MPH	TO	27 MPH
28 MPH	24 MPH	19 MPH	Below Pace 5.0%	In Pace 77.0%	Above Pace 18.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	25 MPH
69.0% COMPLYING	69.0% COMPLYING

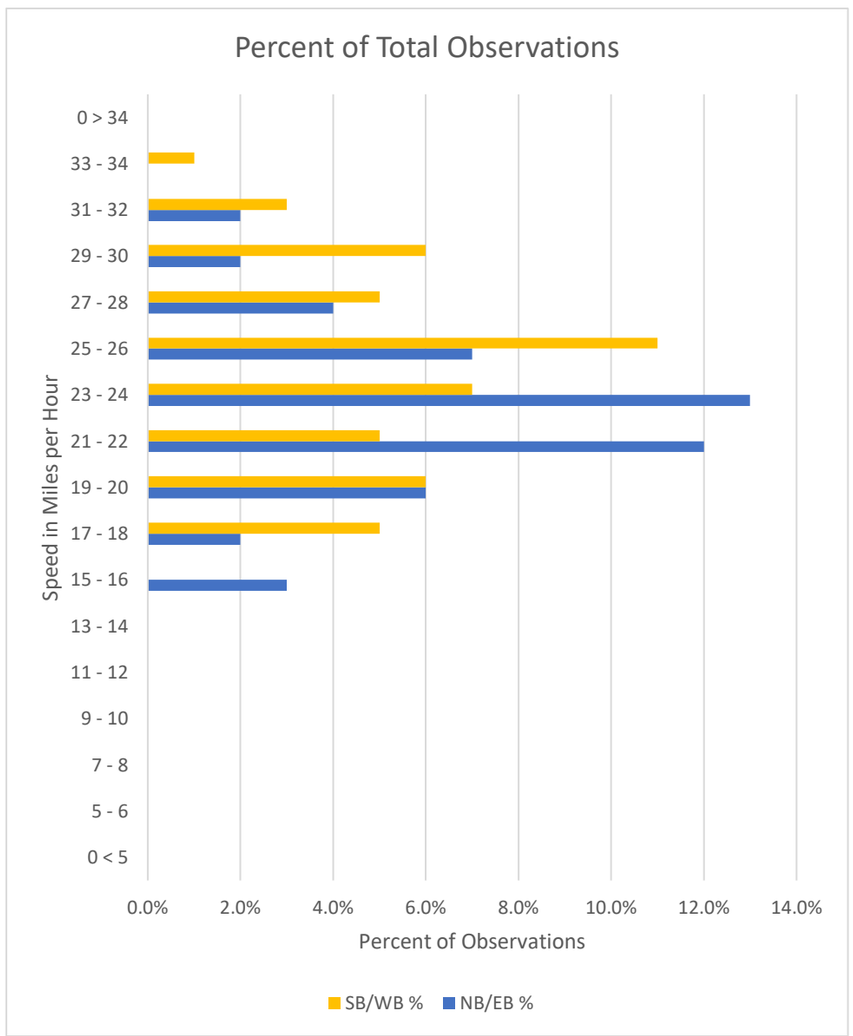
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	51	51.0%
SB/WB	49	49.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 5	0	0.0%	0	0%	0.0%	0	0.0%
5 - 6	0	0.0%	0	0%	0.0%	0	0.0%
7 - 8	0	0.0%	0	0%	0.0%	0	0.0%
9 - 10	0	0.0%	0	0%	0.0%	0	0.0%
11 - 12	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	3	3.0%	0	0%	3.0%	3	3.0%
17 - 18	2	2.0%	5	5%	7.0%	10	10.0%
19 - 20	6	6.0%	6	6%	12.0%	22	22.0%
21 - 22	12	12.0%	5	5%	17.0%	39	39.0%
23 - 24	13	13.0%	7	7%	20.0%	59	59.0%
25 - 26	7	7.0%	11	11%	18.0%	77	77.0%
27 - 28	4	4.0%	5	5%	9.0%	86	86.0%
29 - 30	2	2.0%	6	6%	8.0%	94	94.0%
31 - 32	2	2.0%	3	3%	5.0%	99	99.0%
33 - 34	0	0.0%	1	1%	1.0%	100	100.0%
0 > 34	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**California Avenue**	LOCATION:	24
SURVEY LIMITS:	**Reservation Road to Carmel Avenue**	COLLECTOR:	Randy
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	10:19:00 AM		
SURVEY END TIME:	10:43:00 AM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	35 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED		
			28 MPH	TO	37 MPH
37 MPH	32 MPH	29 MPH	Below Pace	In Pace	Above Pace
			5.0%	84.0%	11.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	35 MPH
2.0% COMPLYING	76.0% COMPLYING

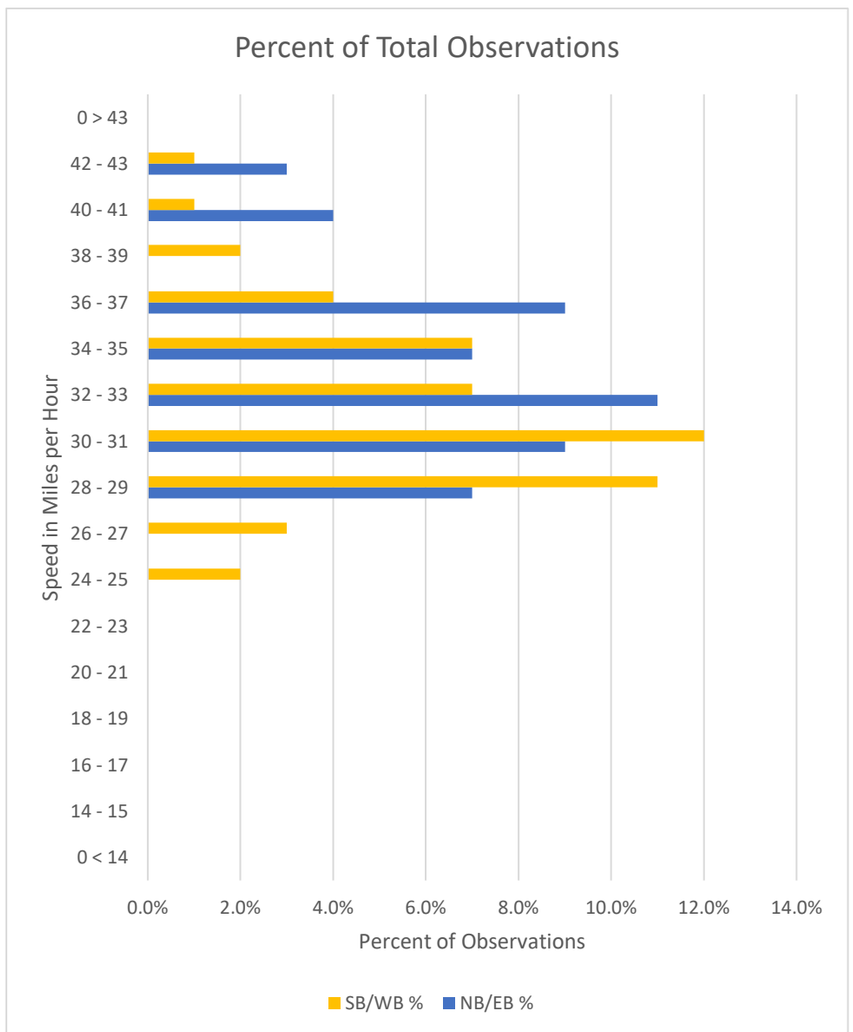
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **35 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 14	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	0	0.0%	0	0%	0.0%	0	0.0%
22 - 23	0	0.0%	0	0%	0.0%	0	0.0%
24 - 25	0	0.0%	2	2%	2.0%	2	2.0%
26 - 27	0	0.0%	3	3%	3.0%	5	5.0%
28 - 29	7	7.0%	11	11%	18.0%	23	23.0%
30 - 31	9	9.0%	12	12%	21.0%	44	44.0%
32 - 33	11	11.0%	7	7%	18.0%	62	62.0%
34 - 35	7	7.0%	7	7%	14.0%	76	76.0%
36 - 37	9	9.0%	4	4%	13.0%	89	89.0%
38 - 39	0	0.0%	2	2%	2.0%	91	91.0%
40 - 41	4	4.0%	1	1%	5.0%	96	96.0%
42 - 43	3	3.0%	1	1%	4.0%	100	100.0%
0 > 43	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**California Avenue**	LOCATION:	25
SURVEY LIMITS:	**Carmel Avenue to Reindollar Avenue**	COLLECTOR:	Randy
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	9:50:00 AM		
SURVEY END TIME:	10:16:00 AM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 23 MPH	TO	32 MPH
32 MPH	29 MPH	25 MPH	Below Pace 3.0%	In Pace 84.0%	Above Pace 13.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH 21.0% COMPLYING	25 MPH 21.0% COMPLYING

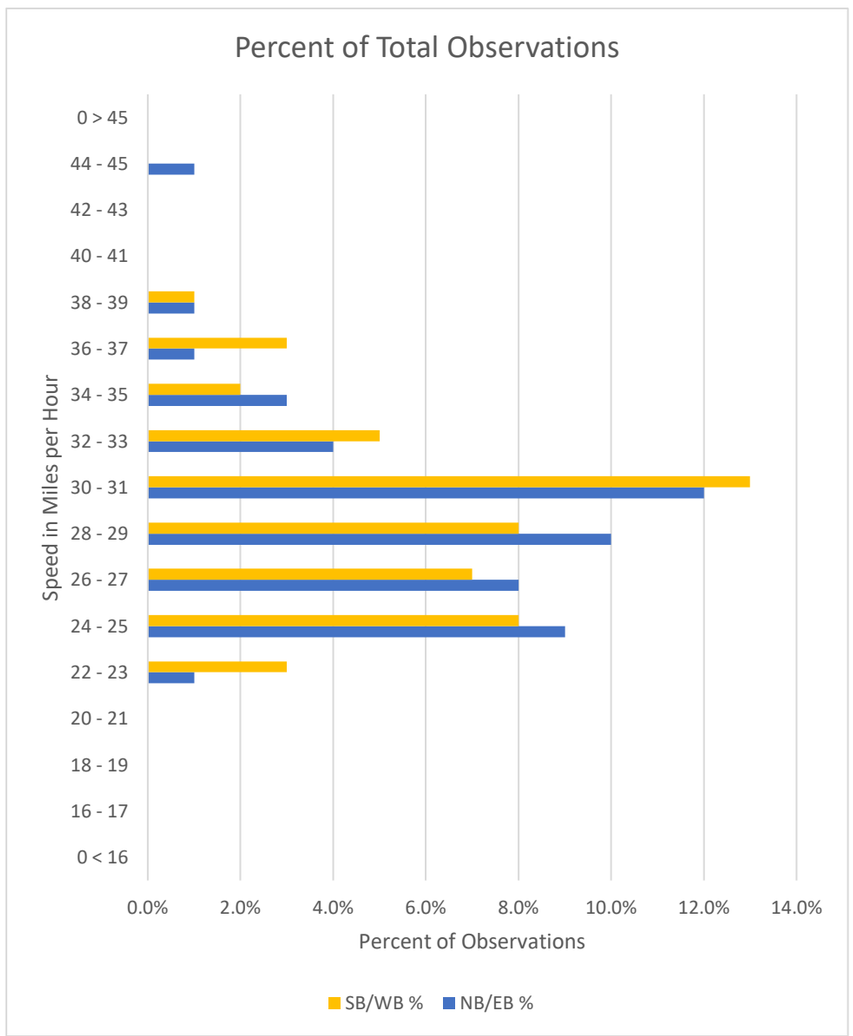
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 16	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	0	0.0%	0	0%	0.0%	0	0.0%
22 - 23	1	1.0%	3	3%	4.0%	4	4.0%
24 - 25	9	9.0%	8	8%	17.0%	21	21.0%
26 - 27	8	8.0%	7	7%	15.0%	36	36.0%
28 - 29	10	10.0%	8	8%	18.0%	54	54.0%
30 - 31	12	12.0%	13	13%	25.0%	79	79.0%
32 - 33	4	4.0%	5	5%	9.0%	88	88.0%
34 - 35	3	3.0%	2	2%	5.0%	93	93.0%
36 - 37	1	1.0%	3	3%	4.0%	97	97.0%
38 - 39	1	1.0%	1	1%	2.0%	99	99.0%
40 - 41	0	0.0%	0	0%	0.0%	99	99.0%
42 - 43	0	0.0%	0	0%	0.0%	99	99.0%
44 - 45	1	1.0%	0	0%	1.0%	100	100.0%
0 > 45	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**California Avenue**	LOCATION:	26
SURVEY LIMITS:	**Reindollar Avenue to Imjin Parkway**	COLLECTOR:	Randy
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	9:23:00 AM		
SURVEY END TIME:	9:46:00 AM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	40 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 37 MPH	TO	46 MPH
45 MPH	40 MPH	37 MPH	Below Pace 13.0%	In Pace 79.0%	Above Pace 8.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	40 MPH
0.0% COMPLYING	54.0% COMPLYING

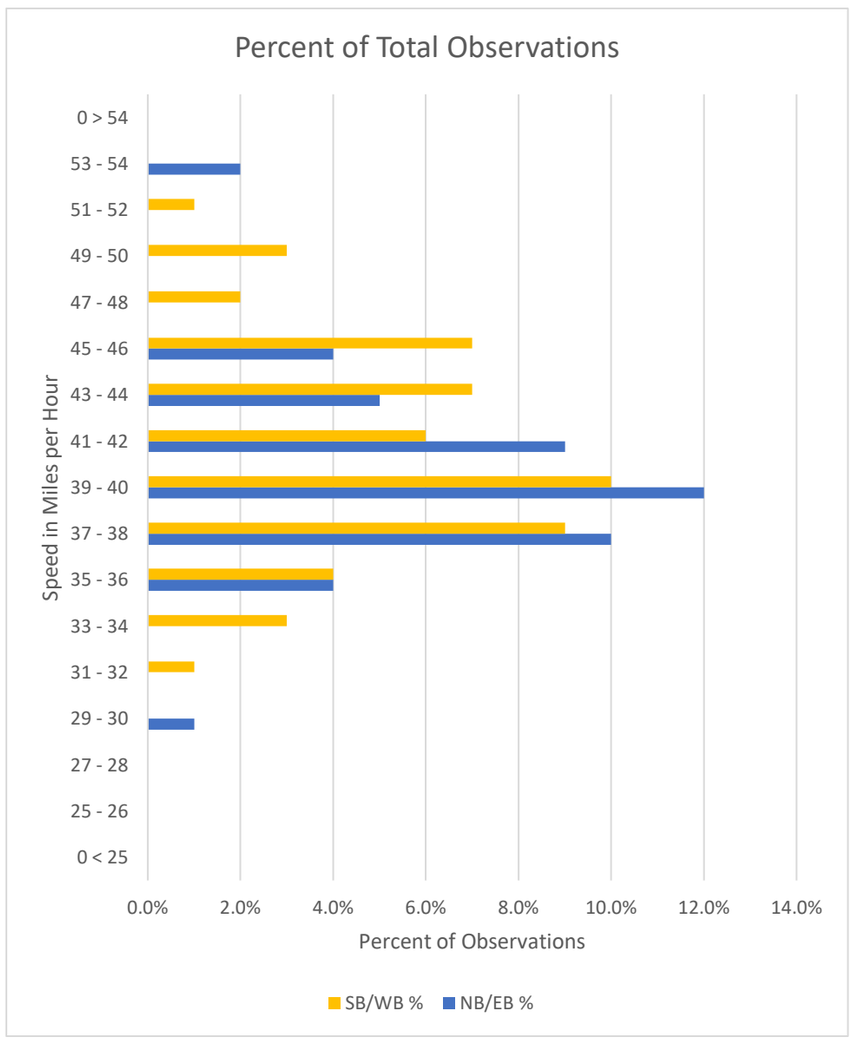
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	47	47.0%
SB/WB	53	53.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **40 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 25	0	0.0%	0	0%	0.0%	0	0.0%
25 - 26	0	0.0%	0	0%	0.0%	0	0.0%
27 - 28	0	0.0%	0	0%	0.0%	0	0.0%
29 - 30	1	1.0%	0	0%	1.0%	1	1.0%
31 - 32	0	0.0%	1	1%	1.0%	2	2.0%
33 - 34	0	0.0%	3	3%	3.0%	5	5.0%
35 - 36	4	4.0%	4	4%	8.0%	13	13.0%
37 - 38	10	10.0%	9	9%	19.0%	32	32.0%
39 - 40	12	12.0%	10	10%	22.0%	54	54.0%
41 - 42	9	9.0%	6	6%	15.0%	69	69.0%
43 - 44	5	5.0%	7	7%	12.0%	81	81.0%
45 - 46	4	4.0%	7	7%	11.0%	92	92.0%
47 - 48	0	0.0%	2	2%	2.0%	94	94.0%
49 - 50	0	0.0%	3	3%	3.0%	97	97.0%
51 - 52	0	0.0%	1	1%	1.0%	98	98.0%
53 - 54	2	2.0%	0	0%	2.0%	100	100.0%
0 > 54	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**California Avenue**	LOCATION:	27
SURVEY LIMITS:	**Imjin Parkway to 8th Street**	COLLECTOR:	Jesus
SURVEY DATE:	Thursday, December 5, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	12:48:00 PM		
SURVEY END TIME:	2:48:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 20 MPH	TO	29 MPH
28 MPH	26 MPH	22 MPH	Below Pace 0.0%	In Pace 87.9%	Above Pace 12.1%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	30 MPH
48.3% COMPLYING	91.4% COMPLYING

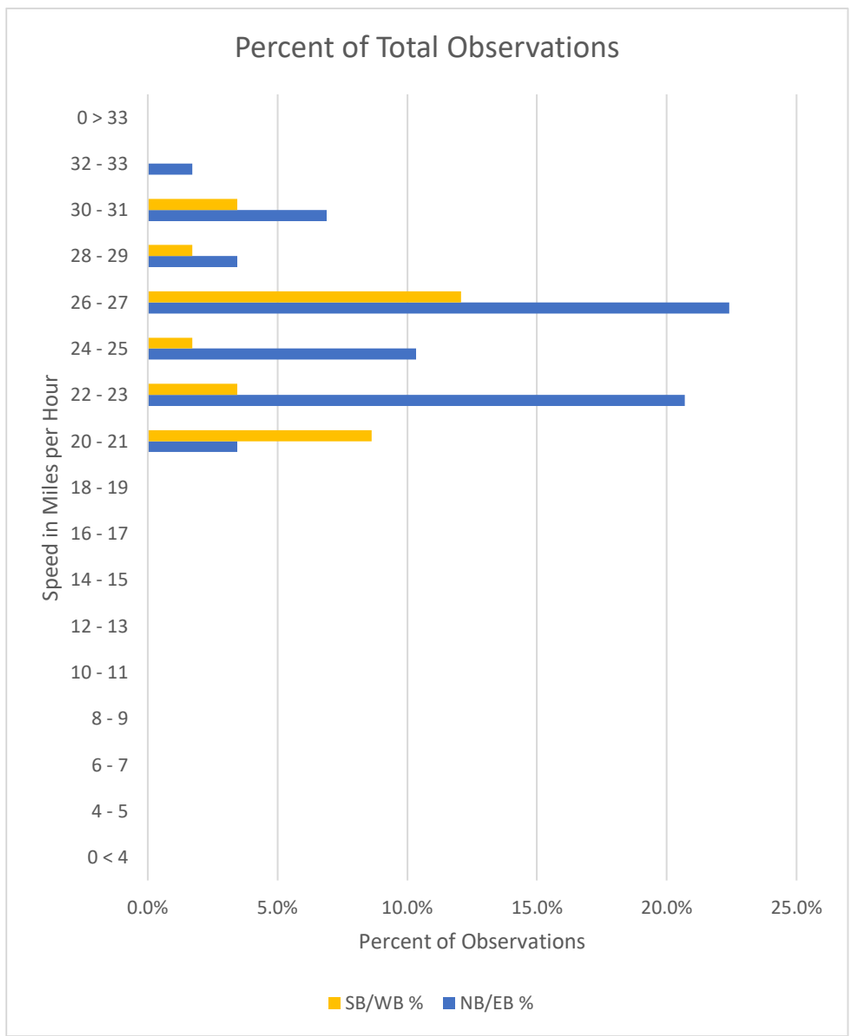
DIRECTION OF COLLECTION

#Entries	58	
NB/EB	40	69.0%
SB/WB	18	31.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 4	0	0.0%	0	0%	0.0%	0	0.0%
4 - 5	0	0.0%	0	0%	0.0%	0	0.0%
6 - 7	0	0.0%	0	0%	0.0%	0	0.0%
8 - 9	0	0.0%	0	0%	0.0%	0	0.0%
10 - 11	0	0.0%	0	0%	0.0%	0	0.0%
12 - 13	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	2	3.4%	5	9%	12.1%	7	12.1%
22 - 23	12	20.7%	2	3%	24.1%	21	36.2%
24 - 25	6	10.3%	1	2%	12.1%	28	48.3%
26 - 27	13	22.4%	7	12%	34.5%	48	82.8%
28 - 29	2	3.4%	1	2%	5.2%	51	87.9%
30 - 31	4	6.9%	2	3%	10.3%	57	98.3%
32 - 33	1	1.7%	0	0%	1.7%	58	100.0%
0 > 33	0	0.0%	0	0%	0.0%	58	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Reindollar Avenue**	LOCATION:	28
SURVEY LIMITS:	**Del Monte Boulevard to California Avenue**	COLLECTOR:	Randy
SURVEY DATE:	Thursday, December 19, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	11:24:00 AM		
SURVEY END TIME:	11:47:00 AM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 24 MPH	TO	33 MPH
34 MPH	29 MPH	25 MPH	Below Pace 3.0%	In Pace 81.0%	Above Pace 16.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH 18.0% COMPLYING	25 MPH 18.0% COMPLYING

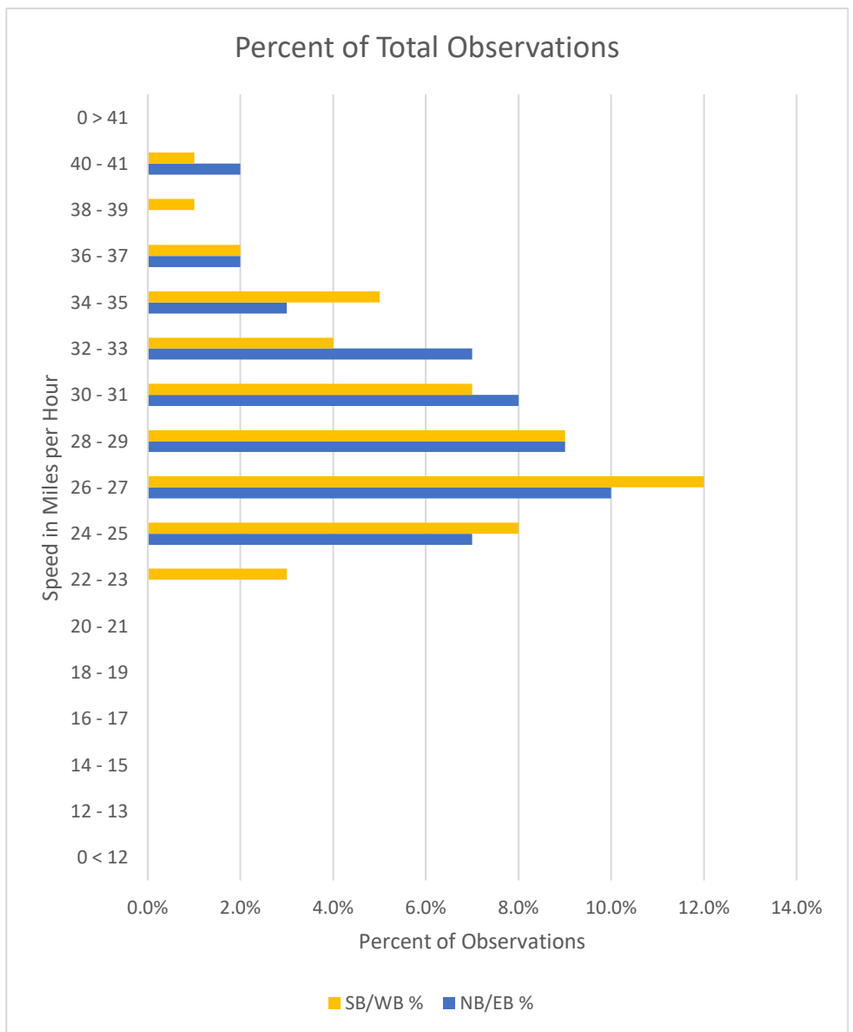
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	48	48.0%
SB/WB	52	52.0%

UNUSUAL CONDITIONS: **None**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 12	0	0.0%	0	0%	0.0%	0	0.0%
12 - 13	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	0	0.0%	0	0%	0.0%	0	0.0%
22 - 23	0	0.0%	3	3%	3.0%	3	3.0%
24 - 25	7	7.0%	8	8%	15.0%	18	18.0%
26 - 27	10	10.0%	12	12%	22.0%	40	40.0%
28 - 29	9	9.0%	9	9%	18.0%	58	58.0%
30 - 31	8	8.0%	7	7%	15.0%	73	73.0%
32 - 33	7	7.0%	4	4%	11.0%	84	84.0%
34 - 35	3	3.0%	5	5%	8.0%	92	92.0%
36 - 37	2	2.0%	2	2%	4.0%	96	96.0%
38 - 39	0	0.0%	1	1%	1.0%	97	97.0%
40 - 41	2	2.0%	1	1%	3.0%	100	100.0%
0 > 41	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Reindollar Avenue**	LOCATION:	29
SURVEY LIMITS:	**California Avenue to Carmel Avenue**	COLLECTOR:	Randy
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	12:44:00 PM		
SURVEY END TIME:	1:26:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 25 MPH	TO	34 MPH
33 MPH	29 MPH	25 MPH	Below Pace 7.0%	In Pace 90.0%	Above Pace 3.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	30 MPH
16.0% COMPLYING	71.0% COMPLYING

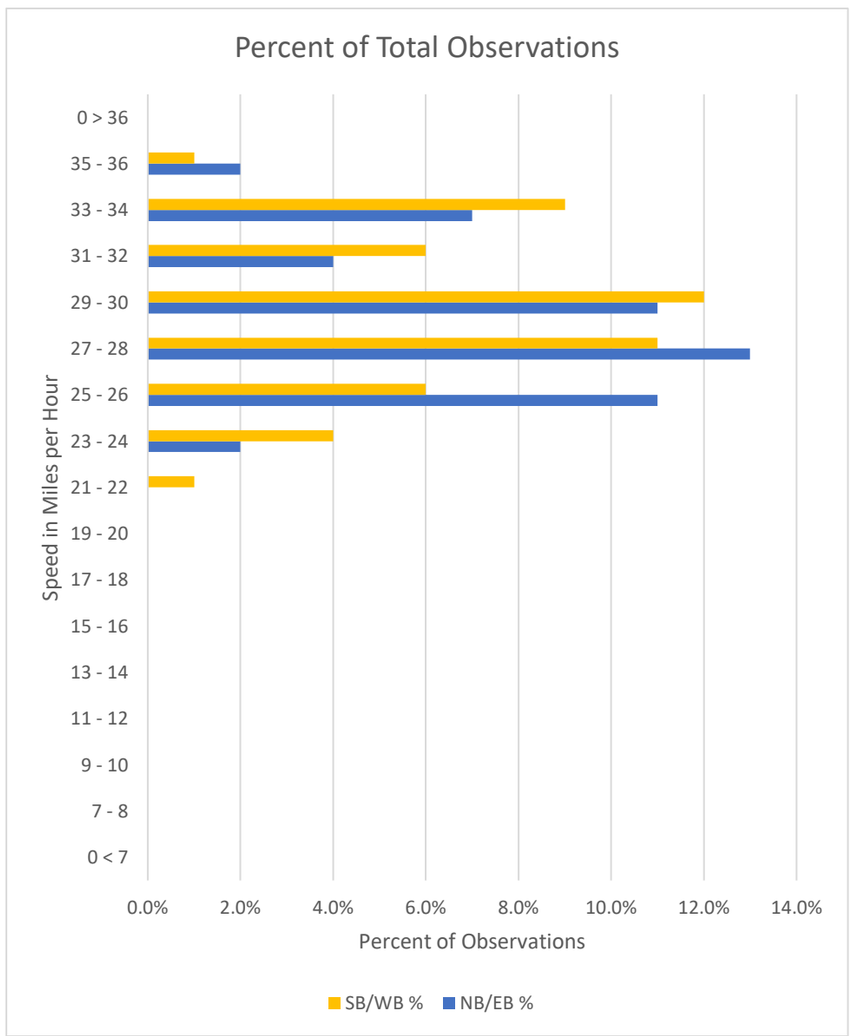
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 7	0	0.0%	0	0%	0.0%	0	0.0%
7 - 8	0	0.0%	0	0%	0.0%	0	0.0%
9 - 10	0	0.0%	0	0%	0.0%	0	0.0%
11 - 12	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	0	0.0%	0	0%	0.0%	0	0.0%
21 - 22	0	0.0%	1	1%	1.0%	1	1.0%
23 - 24	2	2.0%	4	4%	6.0%	7	7.0%
25 - 26	11	11.0%	6	6%	17.0%	24	24.0%
27 - 28	13	13.0%	11	11%	24.0%	48	48.0%
29 - 30	11	11.0%	12	12%	23.0%	71	71.0%
31 - 32	4	4.0%	6	6%	10.0%	81	81.0%
33 - 34	7	7.0%	9	9%	16.0%	97	97.0%
35 - 36	2	2.0%	1	1%	3.0%	100	100.0%
0 > 36	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Carmel Avenue**	LOCATION:	30
SURVEY LIMITS:	**Del Monte Boulevard to California Avenue**	COLLECTOR:	Josh
SURVEY DATE:	Wednesday, December 18, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	3:27:00 PM		
SURVEY END TIME:	4:10:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 23 MPH	TO	32 MPH
31 MPH	27 MPH	24 MPH	Below Pace 0.0%	In Pace 98.0%	Above Pace 2.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH 23.0% COMPLYING	25 MPH 23.0% COMPLYING

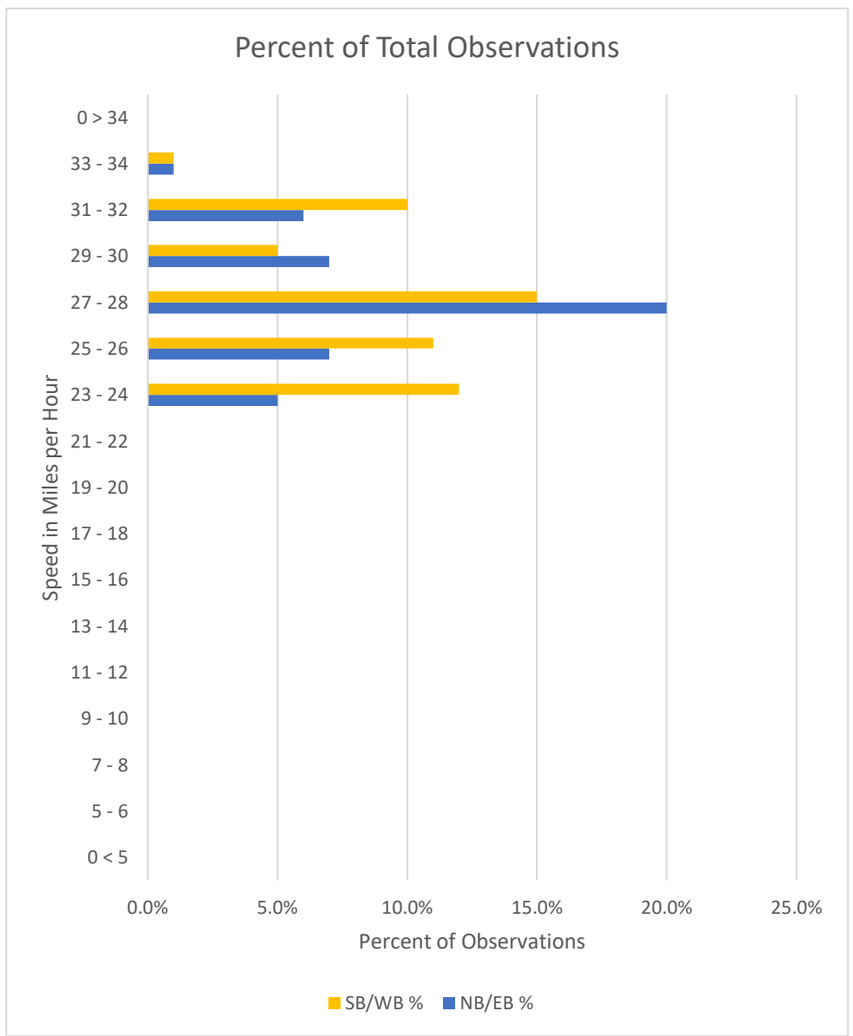
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	46	46.0%
SB/WB	54	54.0%

UNUSUAL CONDITIONS: **None**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 5	0	0.0%	0	0%	0.0%	0	0.0%
5 - 6	0	0.0%	0	0%	0.0%	0	0.0%
7 - 8	0	0.0%	0	0%	0.0%	0	0.0%
9 - 10	0	0.0%	0	0%	0.0%	0	0.0%
11 - 12	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	0	0.0%	0	0%	0.0%	0	0.0%
21 - 22	0	0.0%	0	0%	0.0%	0	0.0%
23 - 24	5	5.0%	12	12%	17.0%	17	17.0%
25 - 26	7	7.0%	11	11%	18.0%	35	35.0%
27 - 28	20	20.0%	15	15%	35.0%	70	70.0%
29 - 30	7	7.0%	5	5%	12.0%	82	82.0%
31 - 32	6	6.0%	10	10%	16.0%	98	98.0%
33 - 34	1	1.0%	1	1%	2.0%	100	100.0%
0 > 34	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Carmel Avenue**	LOCATION:	31
SURVEY LIMITS:	**California Avenue to Salinas Avenue**	COLLECTOR:	Randy
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	10:49:00 AM		
SURVEY END TIME:	12:39:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 22 MPH	TO	31 MPH
29 MPH	25 MPH	22 MPH	Below Pace 13.0%	In Pace 85.0%	Above Pace 2.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	25 MPH
56.0% COMPLYING	56.0% COMPLYING

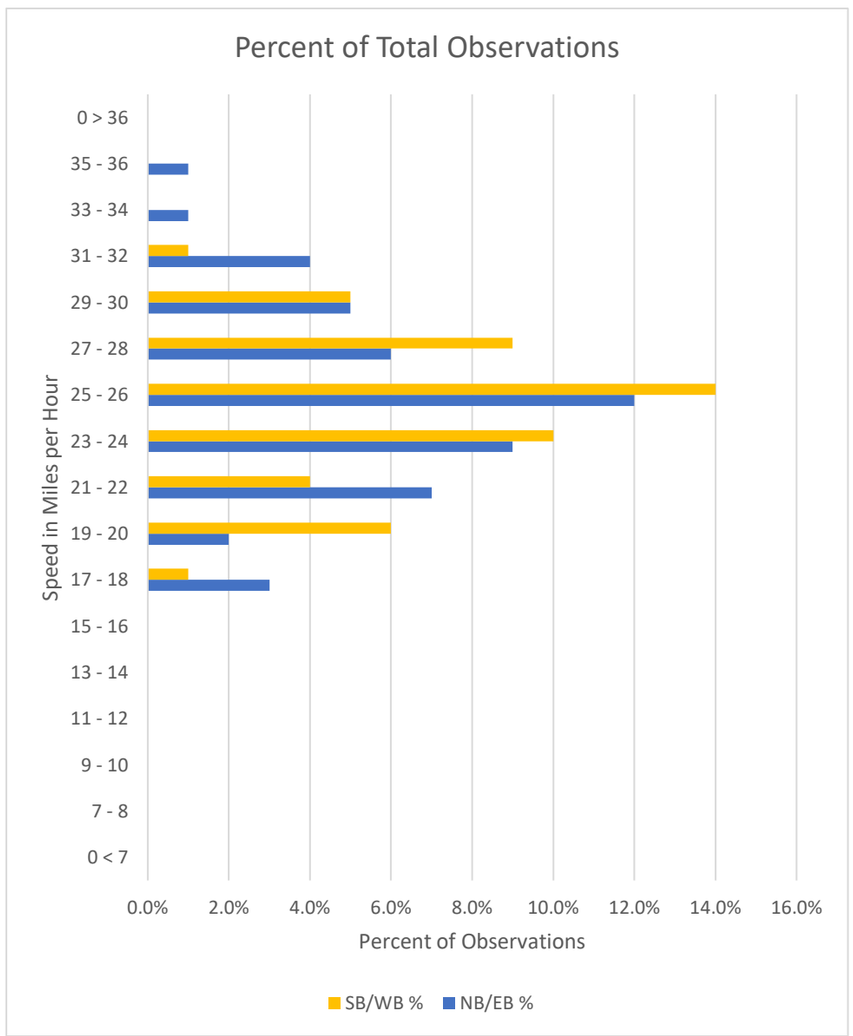
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 7	0	0.0%	0	0%	0.0%	0	0.0%
7 - 8	0	0.0%	0	0%	0.0%	0	0.0%
9 - 10	0	0.0%	0	0%	0.0%	0	0.0%
11 - 12	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	3	3.0%	1	1%	4.0%	4	4.0%
19 - 20	2	2.0%	6	6%	8.0%	12	12.0%
21 - 22	7	7.0%	4	4%	11.0%	23	23.0%
23 - 24	9	9.0%	10	10%	19.0%	42	42.0%
25 - 26	12	12.0%	14	14%	26.0%	68	68.0%
27 - 28	6	6.0%	9	9%	15.0%	83	83.0%
29 - 30	5	5.0%	5	5%	10.0%	93	93.0%
31 - 32	4	4.0%	1	1%	5.0%	98	98.0%
33 - 34	1	1.0%	0	0%	1.0%	99	99.0%
35 - 36	1	1.0%	0	0%	1.0%	100	100.0%
0 > 36	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Salinas Avenue**	LOCATION:	32
SURVEY LIMITS:	**Carmel Avenue to Reservation Road**	COLLECTOR:	Randy
SURVEY DATE:	Tuesday, December 10, 2024	WEATHER:	Sunny
ROAD CONDITION:	Poor	# OF LANES:	2
SURVEY START TIME:	2:05:00 PM		
SURVEY END TIME:	4:05:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 16 MPH	TO	25 MPH
24 MPH	19 MPH	17 MPH	Below Pace 4.4%	In Pace 93.4%	Above Pace 2.2%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	25 MPH
97.8% COMPLYING	97.8% COMPLYING

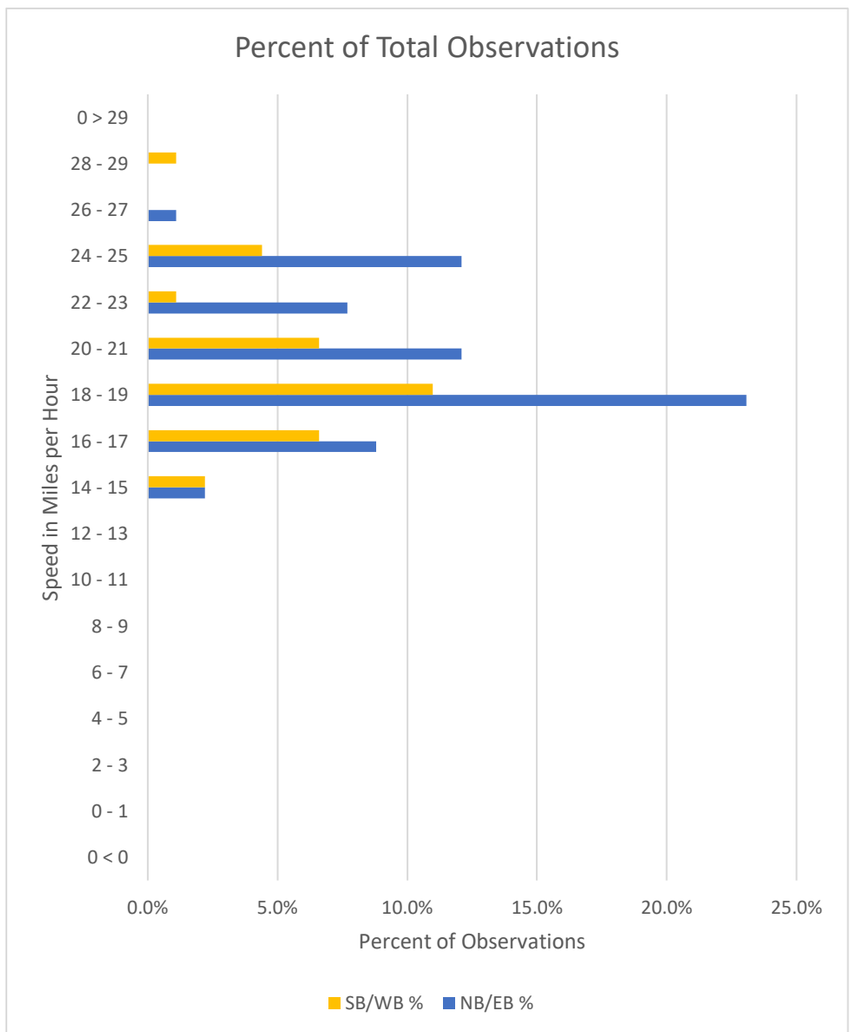
DIRECTION OF COLLECTION

#Entries	91	
NB/EB	61	67.0%
SB/WB	30	33.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 0	0	0.0%	0	0%	0.0%	0	0.0%
0 - 1	0	0.0%	0	0%	0.0%	0	0.0%
2 - 3	0	0.0%	0	0%	0.0%	0	0.0%
4 - 5	0	0.0%	0	0%	0.0%	0	0.0%
6 - 7	0	0.0%	0	0%	0.0%	0	0.0%
8 - 9	0	0.0%	0	0%	0.0%	0	0.0%
10 - 11	0	0.0%	0	0%	0.0%	0	0.0%
12 - 13	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	2	2.2%	2	2%	4.4%	4	4.4%
16 - 17	8	8.8%	6	7%	15.4%	18	19.8%
18 - 19	21	23.1%	10	11%	34.1%	49	53.8%
20 - 21	11	12.1%	6	7%	18.7%	66	72.5%
22 - 23	7	7.7%	1	1%	8.8%	74	81.3%
24 - 25	11	12.1%	4	4%	16.5%	89	97.8%
26 - 27	1	1.1%	0	0%	1.1%	90	98.9%
28 - 29	0	0.0%	1	1%	1.1%	91	100.0%
0 > 29	0	0.0%	0	0%	0.0%	91	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Paul Davis Drive**	LOCATION:	33
SURVEY LIMITS:	**Healy Avenue to Marina Greens Drive**	COLLECTOR:	Josh
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	12:10:00 PM		
SURVEY END TIME:	2:10:00 PM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED		
			17 MPH	TO	26 MPH
25 MPH	21 MPH	18 MPH	Below Pace	In Pace	Above Pace
			4.0%	85.0%	11.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	30 MPH
86.0% COMPLYING	99.0% COMPLYING

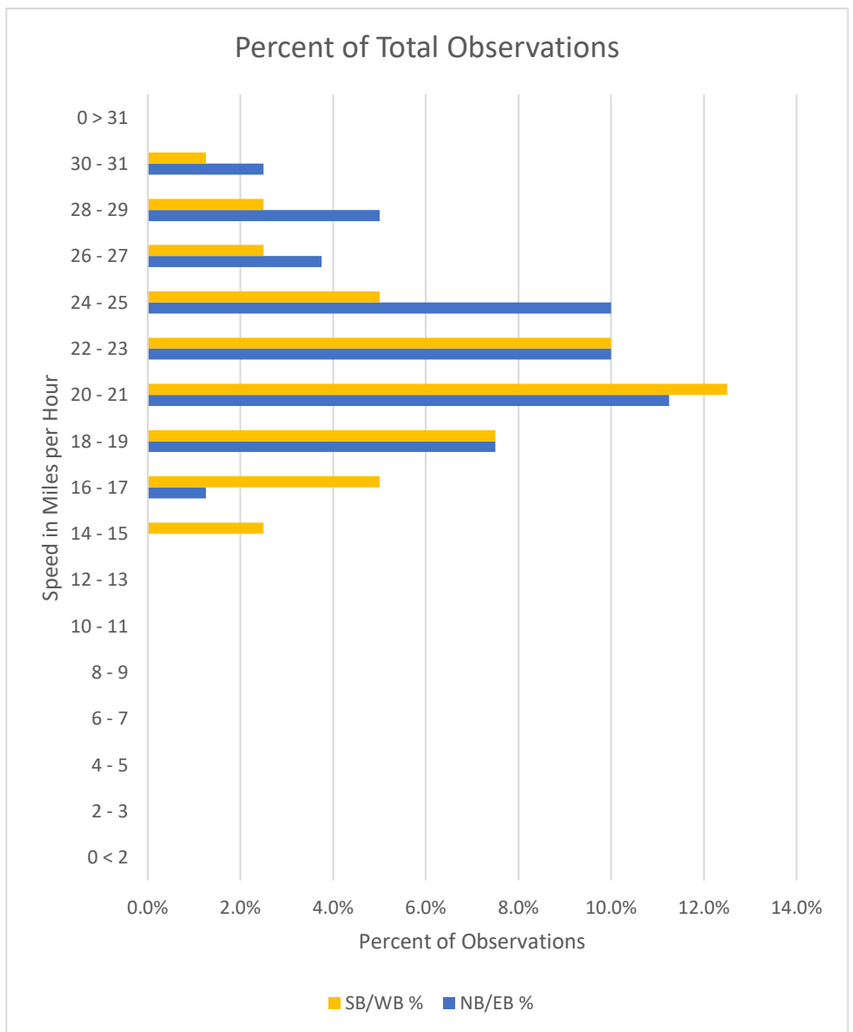
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	41	41.0%
SB/WB	59	59.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 2	0	0.0%	0	0%	0.0%	0	0.0%
2 - 3	0	0.0%	0	0%	0.0%	0	0.0%
4 - 5	0	0.0%	0	0%	0.0%	0	0.0%
6 - 7	0	0.0%	0	0%	0.0%	0	0.0%
8 - 9	0	0.0%	0	0%	0.0%	0	0.0%
10 - 11	0	0.0%	0	0%	0.0%	0	0.0%
12 - 13	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	2	3%	2.5%	2	2.5%
16 - 17	1	1.3%	4	5%	6.3%	7	8.8%
18 - 19	6	7.5%	6	8%	15.0%	19	23.8%
20 - 21	9	11.3%	10	13%	23.8%	38	47.5%
22 - 23	8	10.0%	8	10%	20.0%	54	67.5%
24 - 25	8	10.0%	4	5%	15.0%	66	82.5%
26 - 27	3	3.8%	2	3%	6.3%	71	88.8%
28 - 29	4	5.0%	2	3%	7.5%	77	96.3%
30 - 31	2	2.5%	1	1%	3.8%	80	100.0%
0 > 31	0	0.0%	0	0%	0.0%	80	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Patton Parkway**	LOCATION:	34
SURVEY LIMITS:	**Marina High School to California Avenue**	COLLECTOR:	Jesus
SURVEY DATE:	Wednesday, December 18, 2024	WEATHER:	Sunny
ROAD CONDITION:	New	# OF LANES:	2
SURVEY START TIME:	1:25:00 PM		
SURVEY END TIME:	3:25:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	40 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED		
			34 MPH	TO	43 MPH
41 MPH	37 MPH	33.7 MPH	Below Pace	In Pace	Above Pace
			15.3%	83.1%	1.7%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	40 MPH
0.0% COMPLYING	78.0% COMPLYING

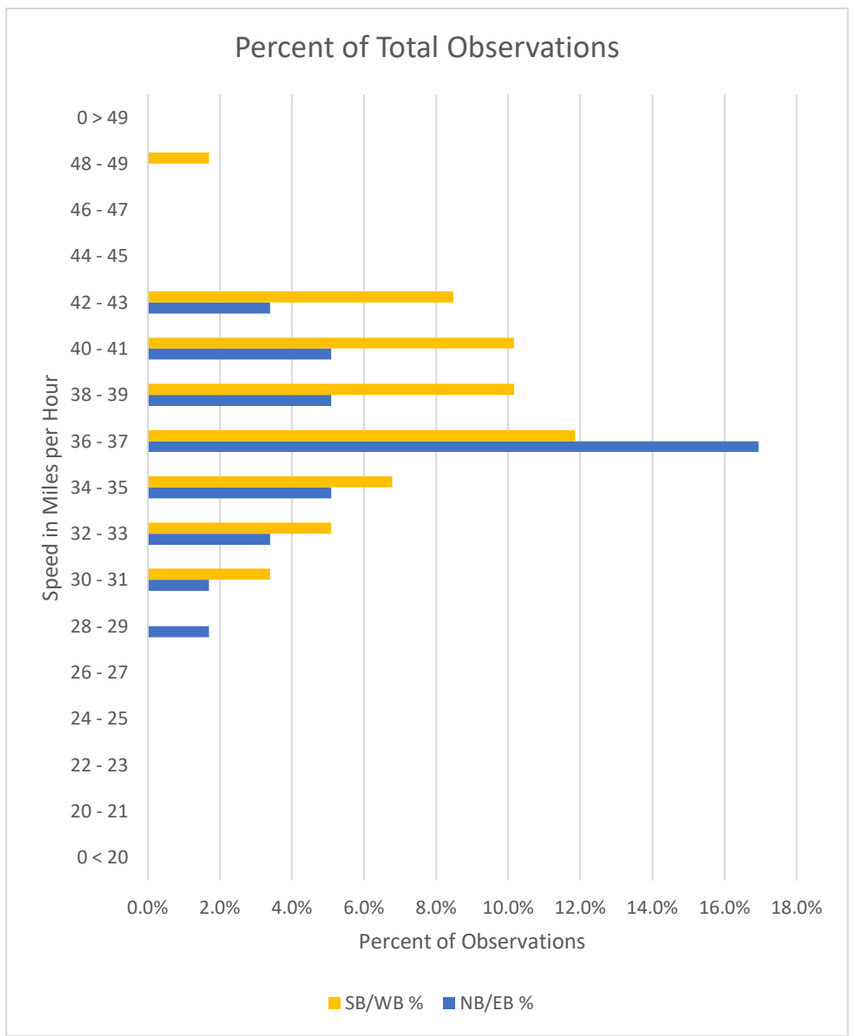
DIRECTION OF COLLECTION

#Entries	59	
NB/EB	25	42.4%
SB/WB	34	57.6%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **40 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 20	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	0	0.0%	0	0%	0.0%	0	0.0%
22 - 23	0	0.0%	0	0%	0.0%	0	0.0%
24 - 25	0	0.0%	0	0%	0.0%	0	0.0%
26 - 27	0	0.0%	0	0%	0.0%	0	0.0%
28 - 29	1	1.7%	0	0%	1.7%	1	1.7%
30 - 31	1	1.7%	2	3%	5.1%	4	6.8%
32 - 33	2	3.4%	3	5%	8.5%	9	15.3%
34 - 35	3	5.1%	4	7%	11.9%	16	27.1%
36 - 37	10	16.9%	7	12%	28.8%	33	55.9%
38 - 39	3	5.1%	6	10%	15.3%	42	71.2%
40 - 41	3	5.1%	6	10%	15.3%	51	86.4%
42 - 43	2	3.4%	5	8%	11.9%	58	98.3%
44 - 45	0	0.0%	0	0%	0.0%	58	98.3%
46 - 47	0	0.0%	0	0%	0.0%	58	98.3%
48 - 49	0	0.0%	1	2%	1.7%	59	100.0%
0 > 49	0	0.0%	0	0%	0.0%	59	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Crescent Street**	LOCATION:	35
SURVEY LIMITS:	**Patton Parkway to Reindollar Avenue**	COLLECTOR:	Randy
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	3:06:00 PM		
SURVEY END TIME:	4:09:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 22 MPH	TO	31 MPH
30 MPH	26 MPH	23 MPH	Below Pace 4.0%	In Pace 88.0%	Above Pace 8.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH 40.0% COMPLYING	25 MPH 40.0% COMPLYING

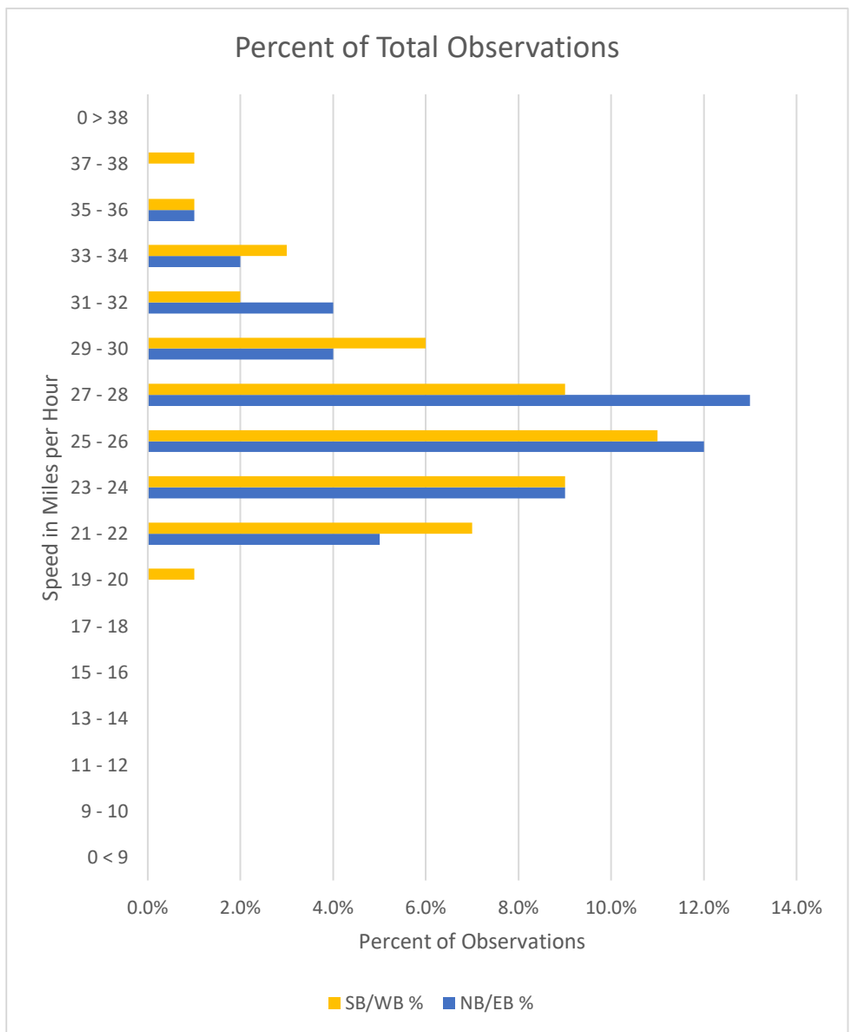
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 9	0	0.0%	0	0%	0.0%	0	0.0%
9 - 10	0	0.0%	0	0%	0.0%	0	0.0%
11 - 12	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	0	0.0%	1	1%	1.0%	1	1.0%
21 - 22	5	5.0%	7	7%	12.0%	13	13.0%
23 - 24	9	9.0%	9	9%	18.0%	31	31.0%
25 - 26	12	12.0%	11	11%	23.0%	54	54.0%
27 - 28	13	13.0%	9	9%	22.0%	76	76.0%
29 - 30	4	4.0%	6	6%	10.0%	86	86.0%
31 - 32	4	4.0%	2	2%	6.0%	92	92.0%
33 - 34	2	2.0%	3	3%	5.0%	97	97.0%
35 - 36	1	1.0%	1	1%	2.0%	99	99.0%
37 - 38	0	0.0%	1	1%	1.0%	100	100.0%
0 > 38	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Vaughn Avenue**	LOCATION:	36
SURVEY LIMITS:	**Reindollar Avenue to Carmel Avenue**	COLLECTOR:	Randy
SURVEY DATE:	Thursday, December 19, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	10:47:00 AM		
SURVEY END TIME:	11:19:00 AM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 21 MPH	TO	30 MPH
29 MPH	26 MPH	23 MPH	Below Pace 1.0%	In Pace 94.0%	Above Pace 5.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	25 MPH
38.0% COMPLYING	38.0% COMPLYING

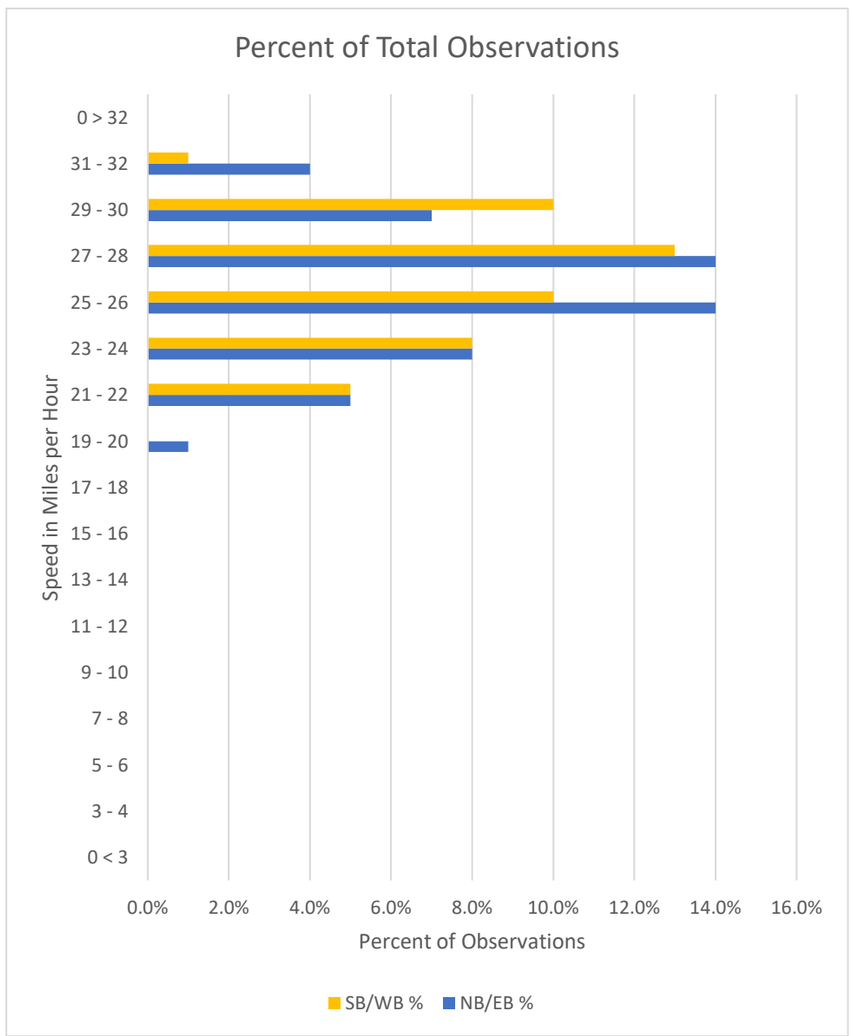
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	53	53.0%
SB/WB	47	47.0%

UNUSUAL CONDITIONS: **None**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	CUMULATIVE #	%
0 < 3	0	0.0%	0	0%	0.0%	0	0.0%
3 - 4	0	0.0%	0	0%	0.0%	0	0.0%
5 - 6	0	0.0%	0	0%	0.0%	0	0.0%
7 - 8	0	0.0%	0	0%	0.0%	0	0.0%
9 - 10	0	0.0%	0	0%	0.0%	0	0.0%
11 - 12	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	1	1.0%	0	0%	1.0%	1	1.0%
21 - 22	5	5.0%	5	5%	10.0%	11	11.0%
23 - 24	8	8.0%	8	8%	16.0%	27	27.0%
25 - 26	14	14.0%	10	10%	24.0%	51	51.0%
27 - 28	14	14.0%	13	13%	27.0%	78	78.0%
29 - 30	7	7.0%	10	10%	17.0%	95	95.0%
31 - 32	4	4.0%	1	1%	5.0%	100	100.0%
0 > 32	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Seacrest Avenue**	LOCATION:	37
SURVEY LIMITS:	**Carmel Avenue to Reservation Road**	COLLECTOR:	Randy
SURVEY DATE:	Thursday, December 19, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	9:50:00 AM		
SURVEY END TIME:	10:19:00 AM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 23 MPH	TO	32 MPH
31.15 MPH	**28 MPH**	**24 MPH**	Below Pace 11.0%	In Pace 81.0%	Above Pace 8.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH 34.0% COMPLYING	**30 MPH** 76.0% COMPLYING

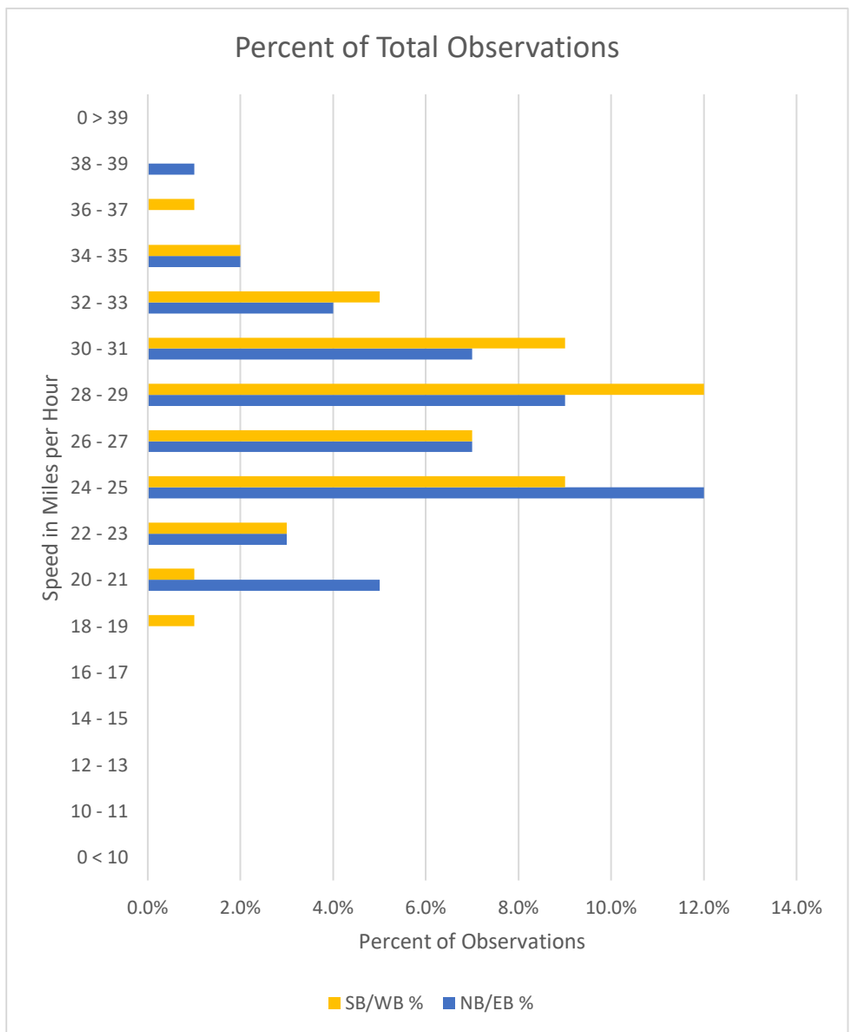
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **None**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 10	0	0.0%	0	0%	0.0%	0	0.0%
10 - 11	0	0.0%	0	0%	0.0%	0	0.0%
12 - 13	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	1	1%	1.0%	1	1.0%
20 - 21	5	5.0%	1	1%	6.0%	7	7.0%
22 - 23	3	3.0%	3	3%	6.0%	13	13.0%
24 - 25	12	12.0%	9	9%	21.0%	34	34.0%
26 - 27	7	7.0%	7	7%	14.0%	48	48.0%
28 - 29	9	9.0%	12	12%	21.0%	69	69.0%
30 - 31	7	7.0%	9	9%	16.0%	85	85.0%
32 - 33	4	4.0%	5	5%	9.0%	94	94.0%
34 - 35	2	2.0%	2	2%	4.0%	98	98.0%
36 - 37	0	0.0%	1	1%	1.0%	99	99.0%
38 - 39	1	1.0%	0	0%	1.0%	100	100.0%
0 > 39	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Sunset Avenue**	LOCATION:	38
SURVEY LIMITS:	**Reindollar Avenue to Carmel Avenue**	COLLECTOR:	Randy
SURVEY DATE:	Wednesday, December 18, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	12:45:00 PM		
SURVEY END TIME:	1:18:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED		
			23 MPH	TO	32 MPH
31 MPH	28 MPH	25 MPH	Below Pace	In Pace	Above Pace
			1.0%	94.1%	5.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	25 MPH
16.8% COMPLYING	16.8% COMPLYING

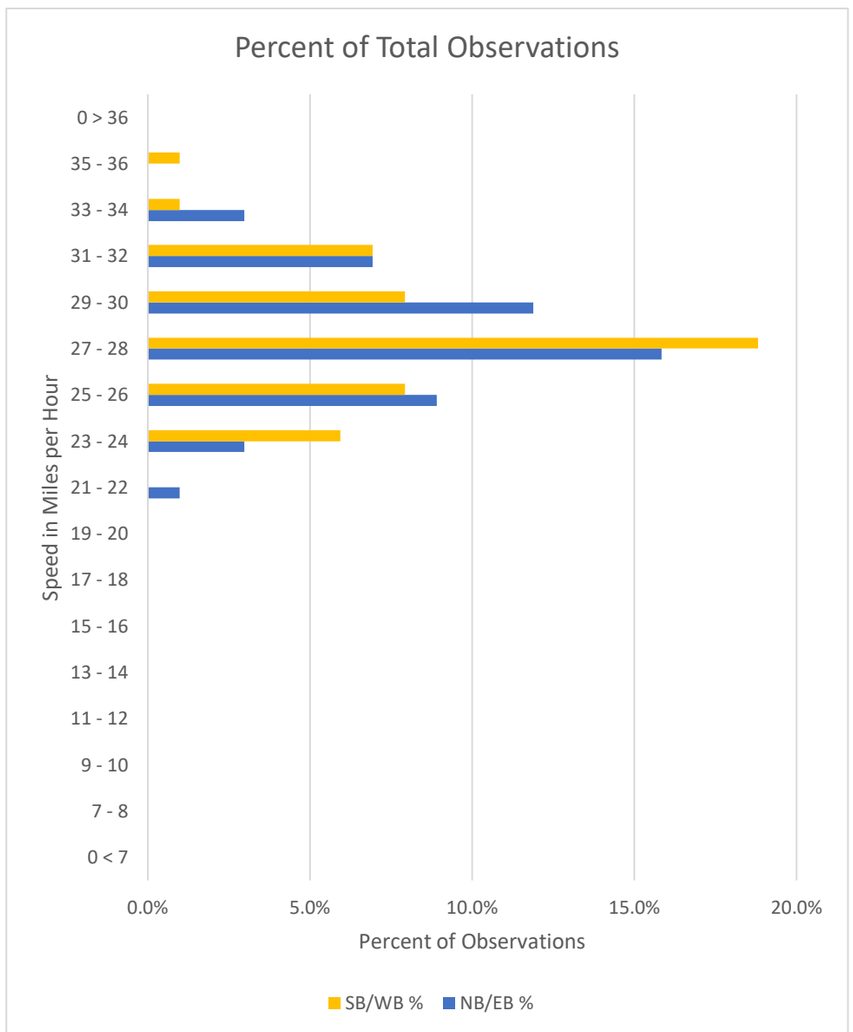
DIRECTION OF COLLECTION

#Entries	101	
NB/EB	51	50.5%
SB/WB	50	49.5%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 7	0	0.0%	0	0%	0.0%	0	0.0%
7 - 8	0	0.0%	0	0%	0.0%	0	0.0%
9 - 10	0	0.0%	0	0%	0.0%	0	0.0%
11 - 12	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	0	0.0%	0	0%	0.0%	0	0.0%
21 - 22	1	1.0%	0	0%	1.0%	1	1.0%
23 - 24	3	3.0%	6	6%	8.9%	10	9.9%
25 - 26	9	8.9%	8	8%	16.8%	27	26.7%
27 - 28	16	15.8%	19	19%	34.7%	62	61.4%
29 - 30	12	11.9%	8	8%	19.8%	82	81.2%
31 - 32	7	6.9%	7	7%	13.9%	96	95.0%
33 - 34	3	3.0%	1	1%	4.0%	100	99.0%
35 - 36	0	0.0%	1	1%	1.0%	101	100.0%
0 > 36	0	0.0%	0	0%	0.0%	101	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Lake Drive**	LOCATION:	39
SURVEY LIMITS:	**Palm Avenue to Reservation Road**	COLLECTOR:	Randy
SURVEY DATE:	Thursday, December 19, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	11:56:00 AM		
SURVEY END TIME:	12:31:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 27 MPH	TO	36 MPH
36 MPH	32.5 MPH	29 MPH	Below Pace 2.0%	In Pace 86.0%	Above Pace 12.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	30 MPH
2.0% COMPLYING	31.0% COMPLYING

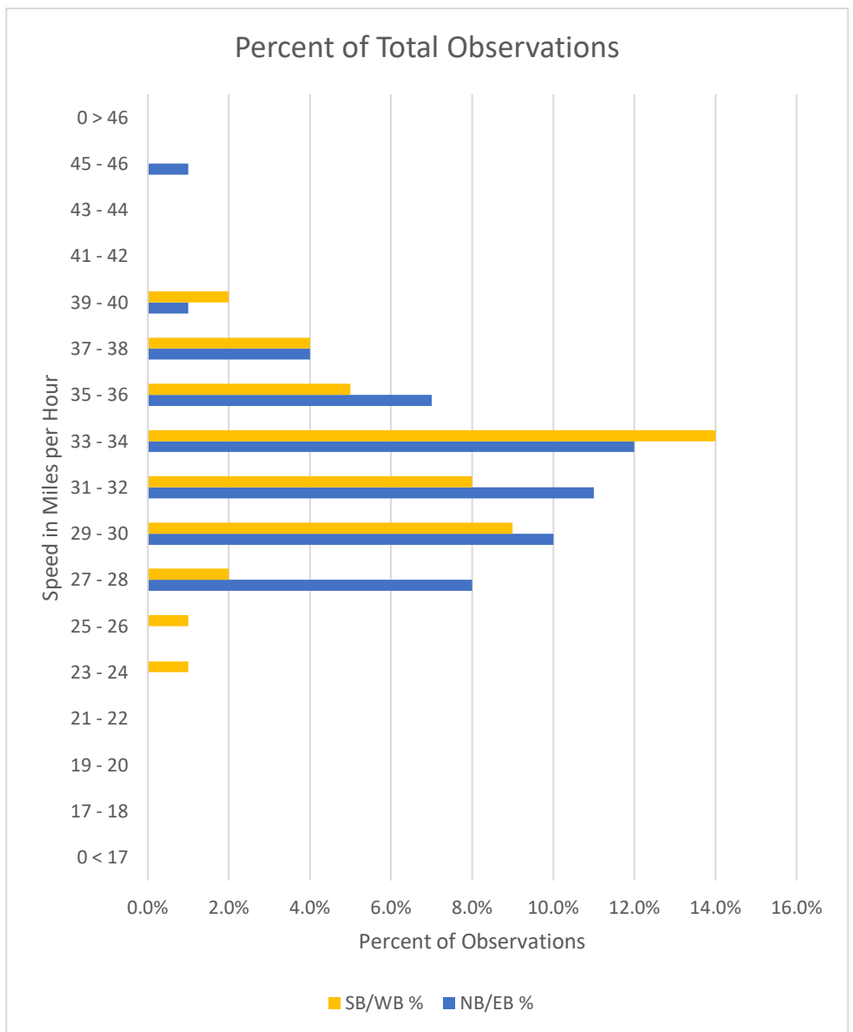
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	54	54.0%
SB/WB	46	46.0%

UNUSUAL CONDITIONS: **None**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 17	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	0	0.0%	0	0%	0.0%	0	0.0%
21 - 22	0	0.0%	0	0%	0.0%	0	0.0%
23 - 24	0	0.0%	1	1%	1.0%	1	1.0%
25 - 26	0	0.0%	1	1%	1.0%	2	2.0%
27 - 28	8	8.0%	2	2%	10.0%	12	12.0%
29 - 30	10	10.0%	9	9%	19.0%	31	31.0%
31 - 32	11	11.0%	8	8%	19.0%	50	50.0%
33 - 34	12	12.0%	14	14%	26.0%	76	76.0%
35 - 36	7	7.0%	5	5%	12.0%	88	88.0%
37 - 38	4	4.0%	4	4%	8.0%	96	96.0%
39 - 40	1	1.0%	2	2%	3.0%	99	99.0%
41 - 42	0	0.0%	0	0%	0.0%	99	99.0%
43 - 44	0	0.0%	0	0%	0.0%	99	99.0%
45 - 46	1	1.0%	0	0%	1.0%	100	100.0%
0 > 46	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Palm Avenue**	LOCATION:	40
SURVEY LIMITS:	**Lake Drive to Del Monte Boulevard**	COLLECTOR:	Jesus Nunez
SURVEY DATE:	Thursday, December 19, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	12:00:00 PM		
SURVEY END TIME:	12:48:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 23 MPH	TO	32 MPH
28 MPH	26 MPH	24 MPH	Below Pace 0.0%	In Pace 100.0%	Above Pace 0.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	25 MPH
40.0% COMPLYING	40.0% COMPLYING

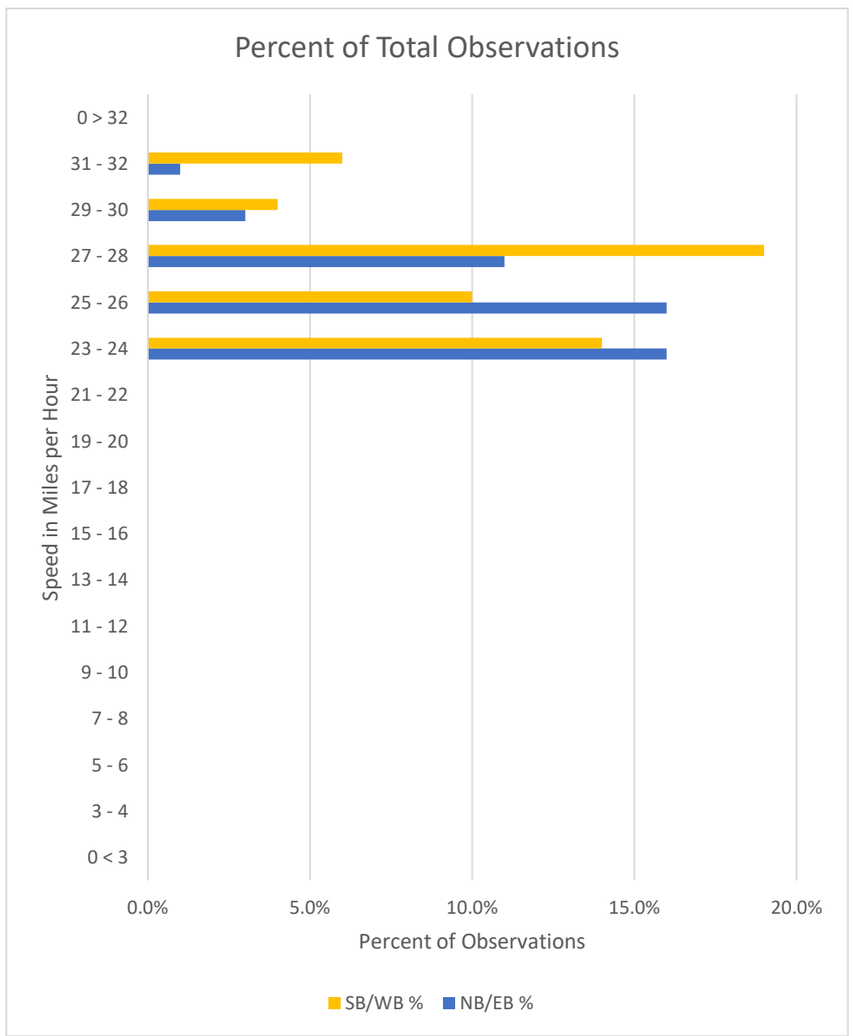
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	47	47.0%
SB/WB	53	53.0%

UNUSUAL CONDITIONS: **None**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 3	0	0.0%	0	0%	0.0%	0	0.0%
3 - 4	0	0.0%	0	0%	0.0%	0	0.0%
5 - 6	0	0.0%	0	0%	0.0%	0	0.0%
7 - 8	0	0.0%	0	0%	0.0%	0	0.0%
9 - 10	0	0.0%	0	0%	0.0%	0	0.0%
11 - 12	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	0	0.0%	0	0%	0.0%	0	0.0%
21 - 22	0	0.0%	0	0%	0.0%	0	0.0%
23 - 24	16	16.0%	14	14%	30.0%	30	30.0%
25 - 26	16	16.0%	10	10%	26.0%	56	56.0%
27 - 28	11	11.0%	19	19%	30.0%	86	86.0%
29 - 30	3	3.0%	4	4%	7.0%	93	93.0%
31 - 32	1	1.0%	6	6%	7.0%	100	100.0%
0 > 32	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Abrams Drive**	LOCATION:	41
SURVEY LIMITS:	**Preston Drive to Imjin Parkway**	COLLECTOR:	Randy
SURVEY DATE:	Tuesday, December 10, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	9:49:00 AM		
SURVEY END TIME:	11:06:00 AM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 24 MPH	TO	33 MPH
34 MPH	29 MPH	25 MPH	Below Pace 5.0%	In Pace 77.0%	Above Pace 18.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	30 MPH
20.0% COMPLYING	65.0% COMPLYING

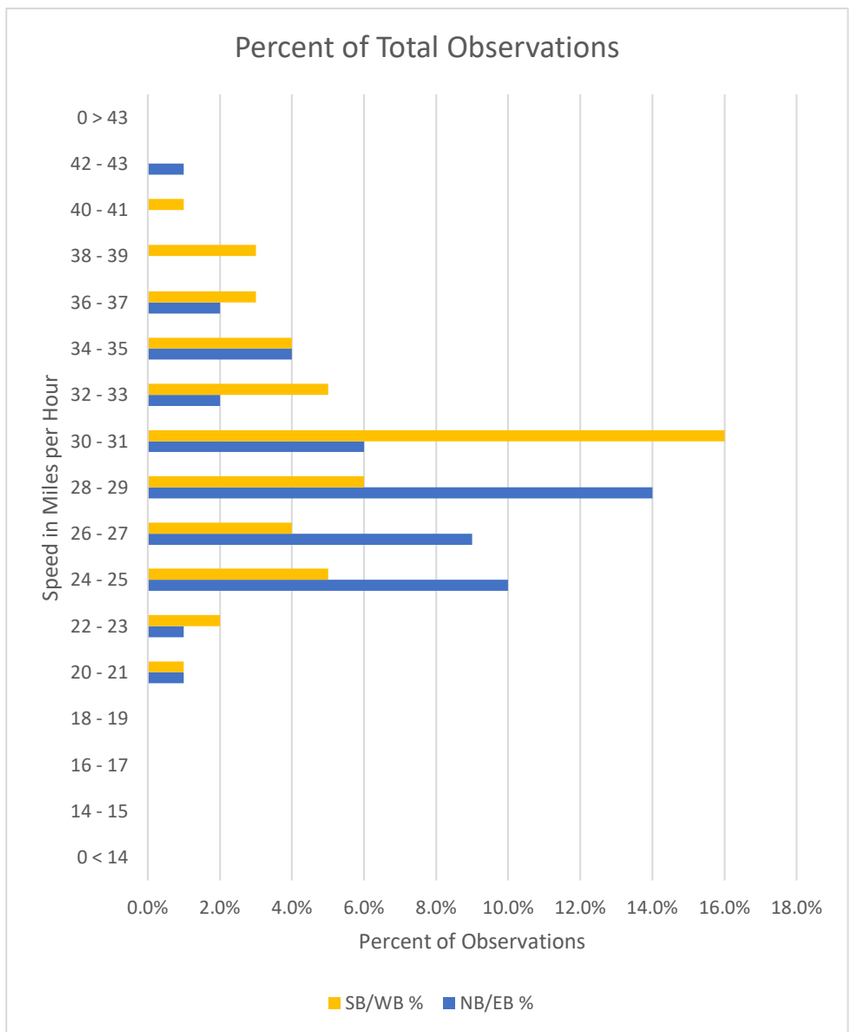
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 14	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	1	1.0%	1	1%	2.0%	2	2.0%
22 - 23	1	1.0%	2	2%	3.0%	5	5.0%
24 - 25	10	10.0%	5	5%	15.0%	20	20.0%
26 - 27	9	9.0%	4	4%	13.0%	33	33.0%
28 - 29	14	14.0%	6	6%	20.0%	53	53.0%
30 - 31	6	6.0%	16	16%	22.0%	75	75.0%
32 - 33	2	2.0%	5	5%	7.0%	82	82.0%
34 - 35	4	4.0%	4	4%	8.0%	90	90.0%
36 - 37	2	2.0%	3	3%	5.0%	95	95.0%
38 - 39	0	0.0%	3	3%	3.0%	98	98.0%
40 - 41	0	0.0%	1	1%	1.0%	99	99.0%
42 - 43	1	1.0%	0	0%	1.0%	100	100.0%
0 > 43	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Preston Drive**	LOCATION:	42
SURVEY LIMITS:	**Abrams Drive to Imjin Parkway**	COLLECTOR:	Randy
SURVEY DATE:	Tuesday, December 10, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	11:09:00 AM		
SURVEY END TIME:	12:24:00 PM		
STREET CLASSIFICATION:	Arterial		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 23 MPH	TO	32 MPH
29.15 MPH	**27 MPH**	**24 MPH**	Below Pace	In Pace	Above Pace
			2.0%	97.0%	1.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	**30 MPH**
26.0% COMPLYING	93.0% COMPLYING

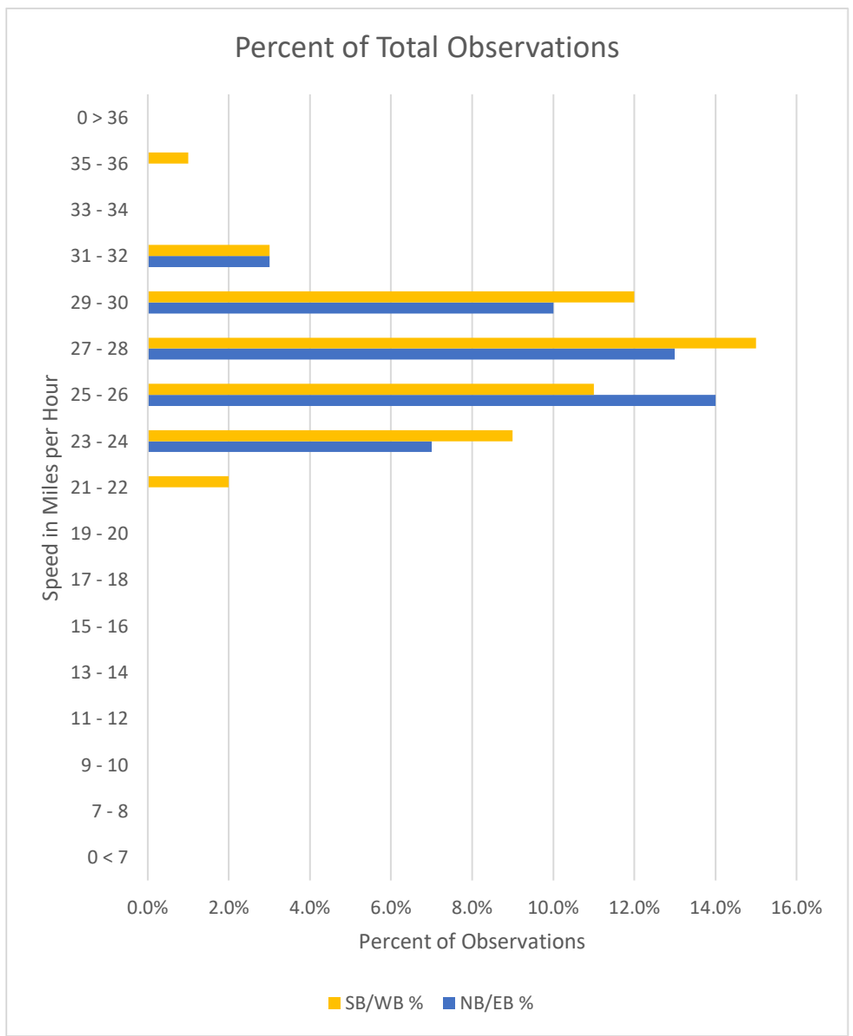
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	47	47.0%
SB/WB	53	53.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 7	0	0.0%	0	0%	0.0%	0	0.0%
7 - 8	0	0.0%	0	0%	0.0%	0	0.0%
9 - 10	0	0.0%	0	0%	0.0%	0	0.0%
11 - 12	0	0.0%	0	0%	0.0%	0	0.0%
13 - 14	0	0.0%	0	0%	0.0%	0	0.0%
15 - 16	0	0.0%	0	0%	0.0%	0	0.0%
17 - 18	0	0.0%	0	0%	0.0%	0	0.0%
19 - 20	0	0.0%	0	0%	0.0%	0	0.0%
21 - 22	0	0.0%	2	2%	2.0%	2	2.0%
23 - 24	7	7.0%	9	9%	16.0%	18	18.0%
25 - 26	14	14.0%	11	11%	25.0%	43	43.0%
27 - 28	13	13.0%	15	15%	28.0%	71	71.0%
29 - 30	10	10.0%	12	12%	22.0%	93	93.0%
31 - 32	3	3.0%	3	3%	6.0%	99	99.0%
33 - 34	0	0.0%	0	0%	0.0%	99	99.0%
35 - 36	0	0.0%	1	1%	1.0%	100	100.0%
0 > 36	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**3rd Avenue**	LOCATION:	43
SURVEY LIMITS:	**Imjin Parkway to 8th Street**	COLLECTOR:	Jesus
SURVEY DATE:	Thursday, December 5, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	10:30:00 AM		
SURVEY END TIME:	11:18:00 AM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	NB SB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 20 MPH TO 29 MPH		
			Below Pace	In Pace	Above Pace
27 MPH	24 MPH	22 MPH	0.0%	97.0%	3.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	25 MPH
64.0% COMPLYING	64.0% COMPLYING

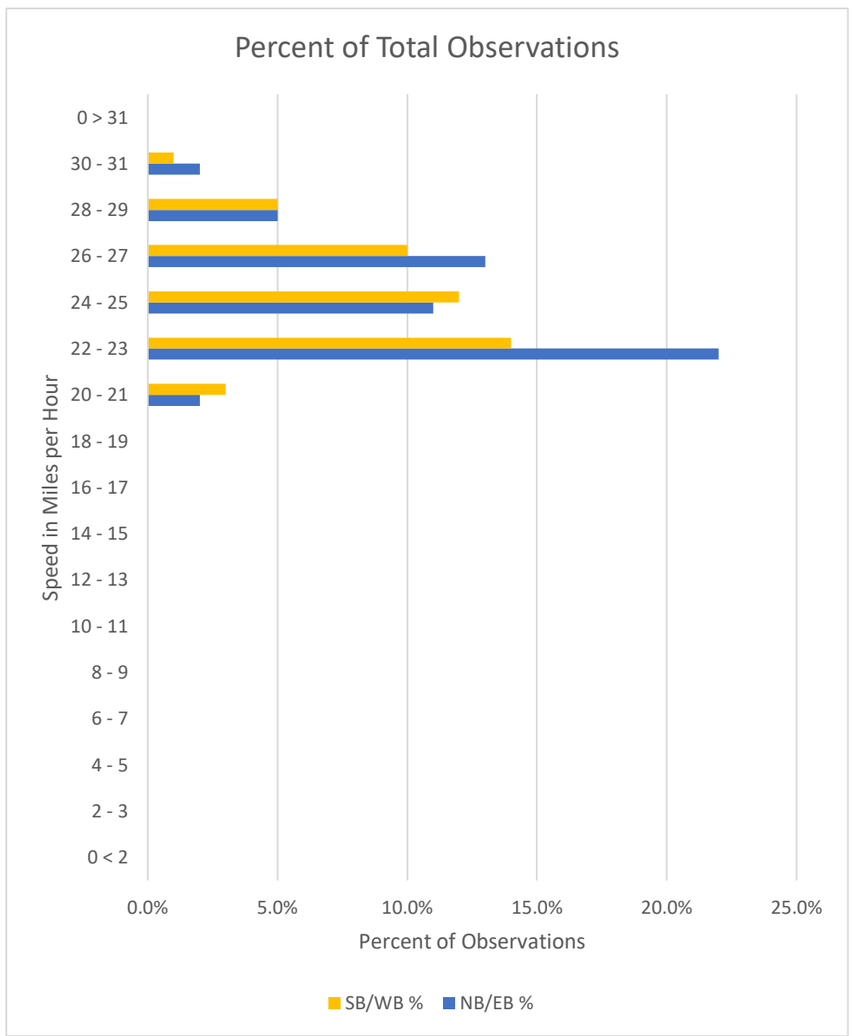
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	55	55.0%
SB/WB	45	45.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 2	0	0.0%	0	0%	0.0%	0	0.0%
2 - 3	0	0.0%	0	0%	0.0%	0	0.0%
4 - 5	0	0.0%	0	0%	0.0%	0	0.0%
6 - 7	0	0.0%	0	0%	0.0%	0	0.0%
8 - 9	0	0.0%	0	0%	0.0%	0	0.0%
10 - 11	0	0.0%	0	0%	0.0%	0	0.0%
12 - 13	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	2	2.0%	3	3%	5.0%	5	5.0%
22 - 23	22	22.0%	14	14%	36.0%	41	41.0%
24 - 25	11	11.0%	12	12%	23.0%	64	64.0%
26 - 27	13	13.0%	10	10%	23.0%	87	87.0%
28 - 29	5	5.0%	5	5%	10.0%	97	97.0%
30 - 31	2	2.0%	1	1%	3.0%	100	100.0%
0 > 31	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Abrams Drive**	LOCATION:	44
SURVEY LIMITS:	**Imjin Pkwy (west) to Preston Drive**	COLLECTOR:	Randy
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	2:26:00 PM		
SURVEY END TIME:	3:02:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	30 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 25 MPH TO 34 MPH		
			Below Pace	In Pace	Above Pace
35.15 MPH	30 MPH	26 MPH	5.0%	74.0%	21.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	30 MPH
13.0% COMPLYING	55.0% COMPLYING

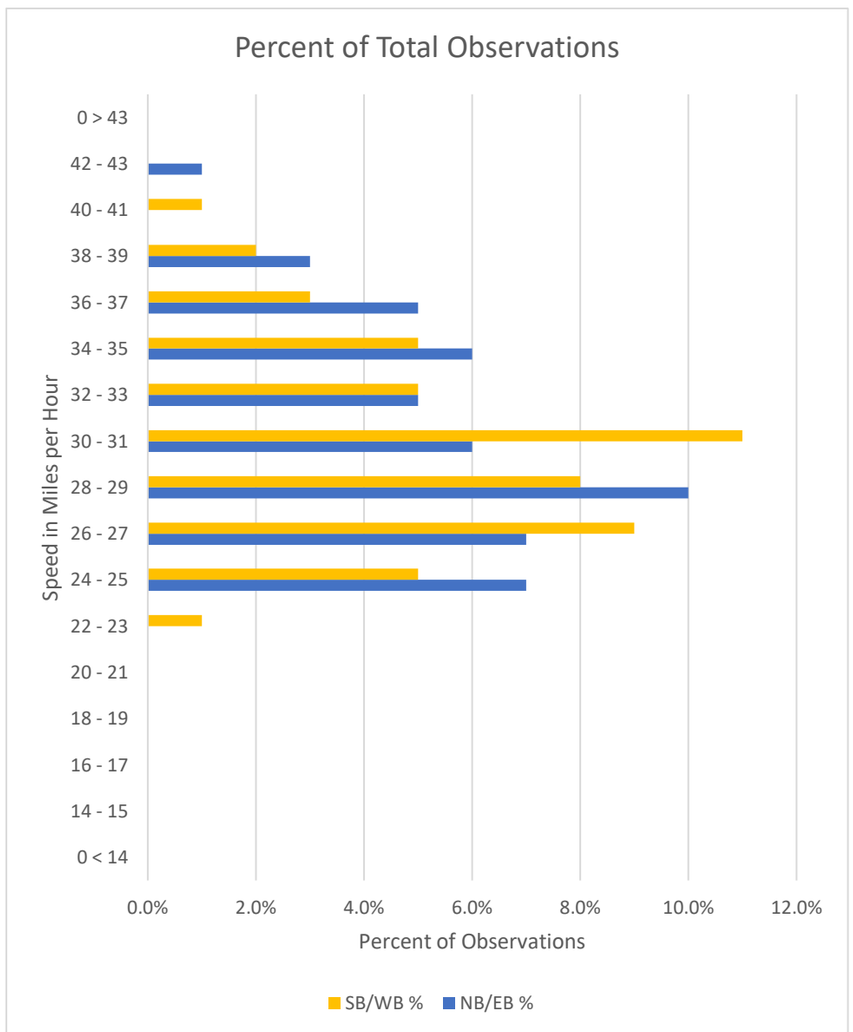
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **30 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 14	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	0	0.0%	0	0%	0.0%	0	0.0%
22 - 23	0	0.0%	1	1%	1.0%	1	1.0%
24 - 25	7	7.0%	5	5%	12.0%	13	13.0%
26 - 27	7	7.0%	9	9%	16.0%	29	29.0%
28 - 29	10	10.0%	8	8%	18.0%	47	47.0%
30 - 31	6	6.0%	11	11%	17.0%	64	64.0%
32 - 33	5	5.0%	5	5%	10.0%	74	74.0%
34 - 35	6	6.0%	5	5%	11.0%	85	85.0%
36 - 37	5	5.0%	3	3%	8.0%	93	93.0%
38 - 39	3	3.0%	2	2%	5.0%	98	98.0%
40 - 41	0	0.0%	1	1%	1.0%	99	99.0%
42 - 43	1	1.0%	0	0%	1.0%	100	100.0%
0 > 43	0	0.0%	0	0%	0.0%	100	100.0%

IDAX RADAR SAMPLE SPEED SURVEY

ROADWAY SURVEYED:	**Marina Heights Drive**	LOCATION:	45
SURVEY LIMITS:	**California Ave to Imjin Pkwy**	COLLECTOR:	Randy
SURVEY DATE:	Wednesday, December 11, 2024	WEATHER:	Sunny
ROAD CONDITION:	Fair	# OF LANES:	2
SURVEY START TIME:	1:39:00 PM		
SURVEY END TIME:	2:21:00 PM		
STREET CLASSIFICATION:	Residential		
POSTED SPEED:	25 MPH		
DIRECTION OF TRAFFIC:	EB WB		

CRITICAL SPEED (85TH PERCENTILE)	50TH PERCENTILE	15TH PERCENTILE	PACE SPEED 25 MPH	TO	34 MPH
34 MPH	29 MPH	26 MPH	Below Pace 5.0%	In Pace 84.0%	Above Pace 11.0%

PRIMA FACIE SPEED LIMIT	EXISTING SPEED LIMIT
25 MPH	25 MPH
10.0% COMPLYING	10.0% COMPLYING

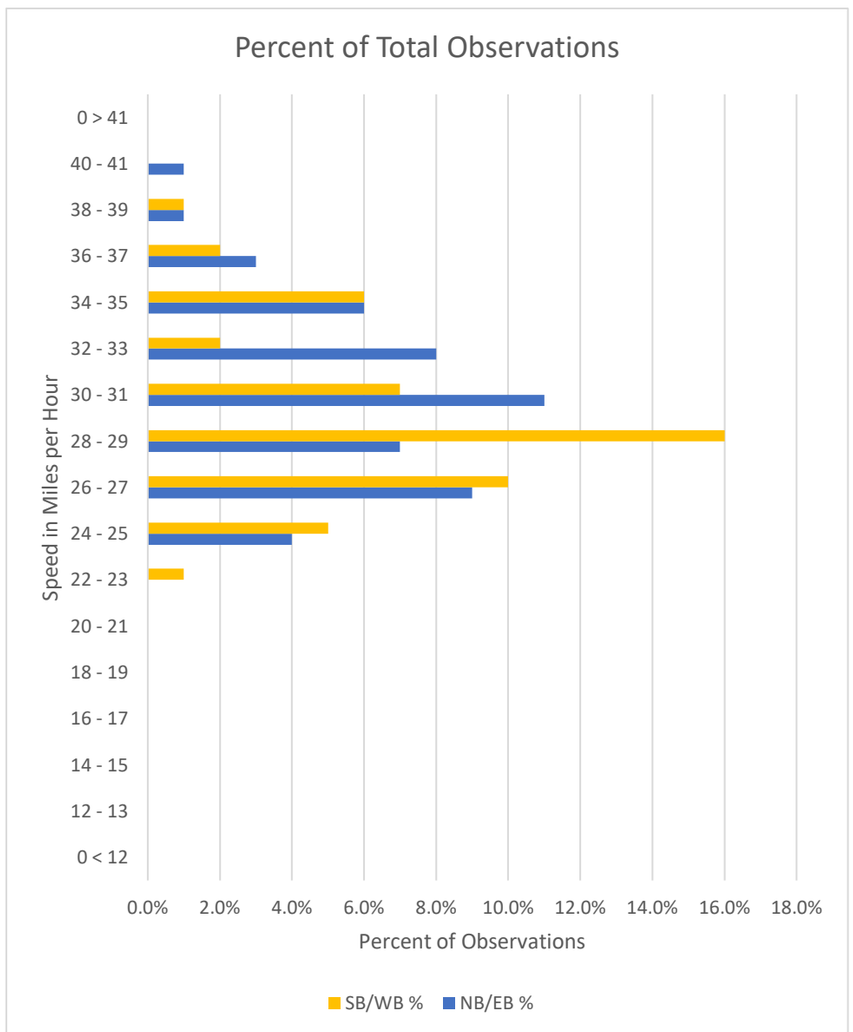
DIRECTION OF COLLECTION

#Entries	100	
NB/EB	50	50.0%
SB/WB	50	50.0%

UNUSUAL CONDITIONS: **NONE**

RECOMMENDED SPEED LIMIT: **TBD MPH**

SPEED ZONE LIMITS: **25 MPH**



	FREQUENCY					CUMULATIVE	
	NB/EB #	NB/EB %	SB/WB #	SB/WB %	Total %	#	%
0 < 12	0	0.0%	0	0%	0.0%	0	0.0%
12 - 13	0	0.0%	0	0%	0.0%	0	0.0%
14 - 15	0	0.0%	0	0%	0.0%	0	0.0%
16 - 17	0	0.0%	0	0%	0.0%	0	0.0%
18 - 19	0	0.0%	0	0%	0.0%	0	0.0%
20 - 21	0	0.0%	0	0%	0.0%	0	0.0%
22 - 23	0	0.0%	1	1%	1.0%	1	1.0%
24 - 25	4	4.0%	5	5%	9.0%	10	10.0%
26 - 27	9	9.0%	10	10%	19.0%	29	29.0%
28 - 29	7	7.0%	16	16%	23.0%	52	52.0%
30 - 31	11	11.0%	7	7%	18.0%	70	70.0%
32 - 33	8	8.0%	2	2%	10.0%	80	80.0%
34 - 35	6	6.0%	6	6%	12.0%	92	92.0%
36 - 37	3	3.0%	2	2%	5.0%	97	97.0%
38 - 39	1	1.0%	1	1%	2.0%	99	99.0%
40 - 41	1	1.0%	0	0%	1.0%	100	100.0%
0 > 41	0	0.0%	0	0%	0.0%	100	100.0%

Appendix E

Radar Gun Calibration Certificate

DRAFT

CERTIFICATE OF ACCURACY

I hereby certify this STALKER® Speed Measuring Device.

Computing Unit: S.N. AS018043 Frequency 34.7 GHz Power Density 0.7 mw/cm²

Under my supervision, this Speed Measuring Device has been checked for accuracy and correct operation.

This STALKER® Speed Measuring Device is certified accurate within ±1 mph (±2 km/h) in stationary mode, and/or ±2 mph (±3 km/h) in moving mode.

The transmitter frequency of this speed measuring radar device has been tested and found to be within the prescribed limits as established by the Federal Communications Commission.

The measured Power Density of this speed measuring device has been tested and found to be below the ANSI Standard of 5.0 mw/cm² for this device.

All test instruments are traceable to NIST.

Date: 08/19/2022

Technician (signature) _____

Technician: Shawn Kendrick

Technician overseen by: Roland Rickerd

Applied Concepts, Inc. | Richardson, Texas 75081

006-0147-00 Rev P

134080

TUNING FORK CERTIFICATE

This Tuning Fork has been tested and found to oscillate at 4,166 ±5 Hertz at 70°F (21°C) resulting in a calibration signal of 40mph (64 km/h) when used with a Ka-Band Radar operating at 34.7 GHz. The instrument used to calibrate the tuning fork is traceable to NIST.

Operation from -22 to +140°F (-30°C to 60°C) will result in a speed error of less than 0.5 mph, -0.0040 mph/°F (0.8 km/h, -0.0065 km/h/°C).

Date AUG 15 2022 Technician (signature) Todd L. Gardner

Todd L. Gardner

Technician (name) _____

Serial # 413509

Applied Concepts, Inc. Richardson, Texas 75081

200077000

006-0411-00 Rev F

NEW METRO

CERTIFICATE OF ACCURACY

I hereby certify this STALKER® Speed Measuring Device.

Computing Unit: S.N. AS020472 Frequency 34.69 GHz Power Density 0.6 mw/cm²

Under my supervision, this Speed Measuring Device has been checked for accuracy and correct operation.

This STALKER® Speed Measuring Device is certified accurate within ±1 mph (±2 km/h) in stationary mode, and/or ±2 mph (±3 km/h) in moving mode.

The transmitter frequency of this speed measuring radar device has been tested and found to be within the prescribed limits as established by the Federal Communications Commission.

The measured Power Density of this speed measuring device has been tested and found to be below the ANSI Standard of 5.0 mw/cm² for this device.

All test instruments are traceable to NIST.

Date: 05/12/2023

Technician (signature) Fabian Ryans

Technician: Fabian Ryans

Technician overseen by: Roland Rickerd

Applied Concepts, Inc. | Richardson, Texas 75081

006-0147-00 Rev P

148616

TUNING FORK CERTIFICATE

This Tuning Fork has been tested and found to oscillate at 4,166 ±5 Hertz at 70°F (21°C) resulting in a calibration signal of 40mph (64 km/h) when used with a Ka-Band Radar operating at 34.7 GHz. The instrument used to calibrate the tuning fork is traceable to NIST.

Operation from -22 to +140°F (-30°C to 60°C) will result in a speed error of less than 0.5 mph, -0.0040 mph/°F (0.8 km/h, -0.0065 km/h/°C).

Date MAY 12 2023

Technician (signature) Todd L. Gardner

Technician (name) Todd L. Gardner

Serial # 423501

Applied Concepts, Inc.

Richardson, Texas 75081

006-0411-00 Rev F

Appendix F

Average Daily Traffic (ADT) Data

DRAFT

DATA SOLUTIONS

Location: Imjin Parkway, State Route 1 to California Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 01

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	80	43	123	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	80	43	123
1:00 AM	38	26	64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	38	26	64
2:00 AM	25	26	51	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	26	51
3:00 AM	21	69	90	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21	69	90
4:00 AM	31	160	191	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31	160	191
5:00 AM	71	332	403	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	71	332	403
6:00 AM	278	863	1,141	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	278	863	1,141
7:00 AM	657	882	**1,539**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	657	882	**1,539**
8:00 AM	636	845	1,481	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	636	845	1,481
9:00 AM	577	**892**	1,469	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	577	**892**	1,469
10:00 AM	536	790	1,326	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	536	790	1,326
11:00 AM	**678**	789	1,467	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**678**	789	1,467
12:00 PM	817	856	1,673	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	817	856	1,673
1:00 PM	849	801	1,650	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	849	801	1,650
2:00 PM	967	845	1,812	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	967	845	1,812
3:00 PM	1,116	858	1,974	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,116	858	1,974
4:00 PM	**1,147**	784	1,931	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,147**	784	1,931
5:00 PM	1,114	**924**	**2,038**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,114	**924**	**2,038**
6:00 PM	909	733	1,642	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	909	733	1,642
7:00 PM	717	455	1,172	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	717	455	1,172
8:00 PM	676	320	996	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	676	320	996
9:00 PM	457	228	685	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	457	228	685
10:00 PM	317	166	483	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	317	166	483
11:00 PM	207	80	287	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	207	80	287
Total	**12,921**	**12,767**	**25,688**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**12,921**	**12,767**	**25,688**
Percent	**50%**	**50%**		-	-		-	-		-	-		-	-		-	-		-	-		**50%**	**50%**	
AM Peak	11:00	09:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11:00	09:00	07:00
Vol.	678	892	1,539	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	678	892	1,539
PM Peak	16:00	17:00	17:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	17:00	17:00
Vol.	1,147	924	2,038	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,147	924	2,038

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Imjin Parkway, California Avenue to Reservation Road
Date Range: 12/12/2024 - 12/18/2024
Site Code: 02

Time	Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Tuesday 12/17/2024			Wednesday 12/18/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	81	46	127	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	81	46	127
1:00 AM	48	22	70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	48	22	70
2:00 AM	26	20	46	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	26	20	46
3:00 AM	16	57	73	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	57	73
4:00 AM	34	122	156	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	34	122	156
5:00 AM	72	233	305	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72	233	305
6:00 AM	241	611	852	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	241	611	852
7:00 AM	**673**	577	**1,250**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**673**	577	**1,250**
8:00 AM	623	592	1,215	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	623	592	1,215
9:00 AM	484	**681**	1,165	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	484	**681**	1,165
10:00 AM	503	591	1,094	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	503	591	1,094
11:00 AM	594	622	1,216	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	594	622	1,216
12:00 PM	630	615	1,245	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	630	615	1,245
1:00 PM	696	657	1,353	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	696	657	1,353
2:00 PM	782	634	1,416	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	782	634	1,416
3:00 PM	**906**	**713**	**1,619**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**906**	**713**	**1,619**
4:00 PM	791	700	1,491	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	791	700	1,491
5:00 PM	889	684	1,573	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	889	684	1,573
6:00 PM	719	554	1,273	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	719	554	1,273
7:00 PM	539	370	909	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	539	370	909
8:00 PM	503	279	782	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	503	279	782
9:00 PM	406	198	604	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	406	198	604
10:00 PM	287	155	442	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	287	155	442
11:00 PM	178	80	258	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	178	80	258
Total	**10,721**	**9,813**	**20,534**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**10,721**	**9,813**	**20,534**
Percent	**52%**	**48%**		-	-		-	-		-	-		-	-		-	-		-	-		**52%**	**48%**	
AM Peak	07:00	09:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	09:00	07:00
Vol.	673	681	1,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	673	681	1,250
PM Peak	15:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	15:00	15:00
Vol.	906	713	1,619	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	906	713	1,619

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Del Monte Boulevard, Reindollar Avenue to Reservation Road
Date Range: 12/10/2024 - 12/16/2024
Site Code: 03

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	76	24	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	76	24	100
1:00 AM	28	19	47	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28	19	47
2:00 AM	21	16	37	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21	16	37
3:00 AM	19	47	66	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19	47	66
4:00 AM	18	96	114	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18	96	114
5:00 AM	48	245	293	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	48	245	293
6:00 AM	134	780	914	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	134	780	914
7:00 AM	411	**1,085**	**1,496**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	411	**1,085**	**1,496**
8:00 AM	534	821	1,355	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	534	821	1,355
9:00 AM	442	752	1,194	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	442	752	1,194
10:00 AM	560	663	1,223	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	560	663	1,223
11:00 AM	**740**	648	1,388	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**740**	648	1,388
12:00 PM	701	714	1,415	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	701	714	1,415
1:00 PM	704	676	1,380	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	704	676	1,380
2:00 PM	781	750	1,531	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	781	750	1,531
3:00 PM	868	761	1,629	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	868	761	1,629
4:00 PM	**1,160**	711	1,871	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,160**	711	1,871
5:00 PM	1,153	**768**	**1,921**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,153	**768**	**1,921**
6:00 PM	813	495	1,308	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	813	495	1,308
7:00 PM	591	364	955	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	591	364	955
8:00 PM	474	306	780	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	474	306	780
9:00 PM	409	217	626	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	409	217	626
10:00 PM	266	154	420	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	266	154	420
11:00 PM	169	72	241	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	169	72	241
Total	**11,120**	**11,184**	**22,304**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**11,120**	**11,184**	**22,304**
Percent	**50%**	**50%**		-	-		-	-		-	-		-	-		-	-		-	-		**50%**	**50%**	
AM Peak	11:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11:00	07:00	07:00
Vol.	740	1,085	1,496	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	740	1,085	1,496
PM Peak	16:00	17:00	17:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	17:00	17:00
Vol.	1,160	768	1,921	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,160	768	1,921

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Del Monte Boulevard, Reservation Road to Beach Road
Date Range: 12/10/2024 - 12/16/2024
Site Code: 04

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	29	11	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29	11	40
1:00 AM	17	14	31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	14	31
2:00 AM	11	11	22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	11	22
3:00 AM	19	7	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19	7	26
4:00 AM	26	15	41	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	26	15	41
5:00 AM	77	49	126	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	77	49	126
6:00 AM	172	141	313	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	172	141	313
7:00 AM	287	**392**	**679**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	287	**392**	**679**
8:00 AM	269	299	568	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	269	299	568
9:00 AM	247	199	446	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	247	199	446
10:00 AM	237	191	428	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	237	191	428
11:00 AM	**314**	248	562	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**314**	248	562
12:00 PM	337	265	602	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	337	265	602
1:00 PM	341	283	624	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	341	283	624
2:00 PM	382	322	704	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	382	322	704
3:00 PM	433	**338**	771	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	433	**338**	771
4:00 PM	452	336	788	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	452	336	788
5:00 PM	**482**	308	**790**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**482**	308	**790**
6:00 PM	298	217	515	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	298	217	515
7:00 PM	192	155	347	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	192	155	347
8:00 PM	166	117	283	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	166	117	283
9:00 PM	119	77	196	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	119	77	196
10:00 PM	79	50	129	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79	50	129
11:00 PM	54	36	90	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	54	36	90
Total	**5,040**	**4,081**	**9,121**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**5,040**	**4,081**	**9,121**
Percent	**55%**	**45%**		-	-		-	-		-	-		-	-		-	-		-	-		**55%**	**45%**	
AM Peak	11:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11:00	07:00	07:00
Vol.	314	392	679	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	314	392	679
PM Peak	17:00	15:00	17:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	15:00	17:00
Vol.	482	338	790	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	482	338	790

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Del Monte Boulevard, Beach Road to Marina Greens Drive
Date Range: 12/10/2024 - 12/16/2024
Site Code: 05

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	16	8	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	8	24
1:00 AM	5	8	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	8	13
2:00 AM	10	11	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	11	21
3:00 AM	8	5	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	5	13
4:00 AM	19	13	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19	13	32
5:00 AM	39	31	70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39	31	70
6:00 AM	125	121	246	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	125	121	246
7:00 AM	**202**	**261**	**463**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**202**	**261**	**463**
8:00 AM	185	161	346	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	185	161	346
9:00 AM	153	119	272	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	153	119	272
10:00 AM	154	120	274	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	154	120	274
11:00 AM	184	137	321	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	184	137	321
12:00 PM	198	145	343	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	198	145	343
1:00 PM	170	167	337	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	170	167	337
2:00 PM	222	172	394	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	222	172	394
3:00 PM	242	**223**	465	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	242	**223**	465
4:00 PM	**278**	218	**496**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**278**	218	**496**
5:00 PM	257	173	430	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	257	173	430
6:00 PM	159	95	254	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	159	95	254
7:00 PM	79	80	159	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79	80	159
8:00 PM	72	52	124	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72	52	124
9:00 PM	56	30	86	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	56	30	86
10:00 PM	39	37	76	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39	37	76
11:00 PM	26	17	43	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	26	17	43
Total	**2,898**	**2,404**	**5,302**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**2,898**	**2,404**	**5,302**
Percent	**55%**	**45%**		-	-		-	-		-	-		-	-		-	-		-	-		**55%**	**45%**	
AM Peak	07:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00	07:00
Vol.	202	261	463	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	202	261	463
PM Peak	16:00	15:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	15:00	16:00
Vol.	278	223	496	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	278	223	496

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Reservation Road, Dunes Drive to Beach Road
Date Range: 12/10/2024 - 12/16/2024
Site Code: 06

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	25	12	37	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	12	37
1:00 AM	21	12	33	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21	12	33
2:00 AM	9	12	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	12	21
3:00 AM	8	17	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	17	25
4:00 AM	16	24	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	24	40
5:00 AM	37	59	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	37	59	96
6:00 AM	147	208	355	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	147	208	355
7:00 AM	**240**	**328**	**568**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**240**	**328**	**568**
8:00 AM	186	248	434	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	186	248	434
9:00 AM	167	235	402	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	167	235	402
10:00 AM	194	239	433	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	194	239	433
11:00 AM	173	254	427	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	173	254	427
12:00 PM	214	270	484	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	214	270	484
1:00 PM	196	269	465	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	196	269	465
2:00 PM	230	**325**	555	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	230	**325**	555
3:00 PM	273	300	573	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	273	300	573
4:00 PM	295	323	**618**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	295	323	**618**
5:00 PM	**320**	244	564	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**320**	244	564
6:00 PM	173	177	350	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	173	177	350
7:00 PM	161	132	293	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	161	132	293
8:00 PM	103	113	216	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	103	113	216
9:00 PM	81	98	179	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	81	98	179
10:00 PM	60	47	107	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	60	47	107
11:00 PM	48	25	73	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	48	25	73
Total	**3,377**	**3,971**	**7,348**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**3,377**	**3,971**	**7,348**
Percent	**46%**	**54%**		-	-		-	-		-	-		-	-		-	-		-	-		**46%**	**54%**	
AM Peak	07:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00	07:00
Vol.	240	328	568	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	240	328	568
PM Peak	17:00	14:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	14:00	16:00
Vol.	320	325	618	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	320	325	618

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Reservation Road, Beach Road to Del Monte Boulevard
Date Range: 12/10/2024 - 12/16/2024
Site Code: 07

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	8	20	28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	20	28
1:00 AM	5	11	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	11	16
2:00 AM	9	5	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	5	14
3:00 AM	12	7	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	7	19
4:00 AM	11	11	22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	11	22
5:00 AM	55	22	77	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	55	22	77
6:00 AM	87	120	207	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	87	120	207
7:00 AM	204	**231**	**435**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	204	**231**	**435**
8:00 AM	**221**	212	433	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**221**	212	433
9:00 AM	176	169	345	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	176	169	345
10:00 AM	173	183	356	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	173	183	356
11:00 AM	206	205	411	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	206	205	411
12:00 PM	204	216	420	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	204	216	420
1:00 PM	199	190	389	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	199	190	389
2:00 PM	244	204	448	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	244	204	448
3:00 PM	291	**303**	**594**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	291	**303**	**594**
4:00 PM	**293**	290	583	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**293**	290	583
5:00 PM	281	299	580	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	281	299	580
6:00 PM	211	170	381	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	211	170	381
7:00 PM	137	158	295	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	137	158	295
8:00 PM	106	113	219	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	106	113	219
9:00 PM	89	72	161	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	89	72	161
10:00 PM	41	60	101	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	41	60	101
11:00 PM	23	39	62	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	39	62
Total	**3,286**	**3,310**	**6,596**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**3,286**	**3,310**	**6,596**
Percent	**50%**	**50%**		-	-		-	-		-	-		-	-		-	-		-	-		**50%**	**50%**	
AM Peak	08:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08:00	07:00	07:00
Vol.	221	231	435	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	221	231	435
PM Peak	16:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	15:00	15:00
Vol.	293	303	594	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	293	303	594

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Reservation Road, Del Monte Boulevard to Crescent Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 08

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	57	35	92	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	35	92
1:00 AM	27	19	46	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	27	19	46
2:00 AM	20	16	36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	16	36
3:00 AM	13	25	38	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	25	38
4:00 AM	26	58	84	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	26	58	84
5:00 AM	74	165	239	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	74	165	239
6:00 AM	234	490	724	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	234	490	724
7:00 AM	521	**663**	**1,184**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	521	**663**	**1,184**
8:00 AM	467	624	1,091	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	467	624	1,091
9:00 AM	465	643	1,108	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	465	643	1,108
10:00 AM	477	583	1,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	477	583	1,060
11:00 AM	**527**	630	1,157	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**527**	630	1,157
12:00 PM	617	649	1,266	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	617	649	1,266
1:00 PM	671	651	1,322	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	671	651	1,322
2:00 PM	687	679	1,366	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	687	679	1,366
3:00 PM	704	714	1,418	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	704	714	1,418
4:00 PM	**814**	761	**1,575**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**814**	761	**1,575**
5:00 PM	742	**795**	1,537	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	742	**795**	1,537
6:00 PM	542	486	1,028	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	542	486	1,028
7:00 PM	371	341	712	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	371	341	712
8:00 PM	325	282	607	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	325	282	607
9:00 PM	245	183	428	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	245	183	428
10:00 PM	176	120	296	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	176	120	296
11:00 PM	115	64	179	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	115	64	179
Total	**8,917**	**9,676**	**18,593**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**8,917**	**9,676**	**18,593**
Percent	**48%**	**52%**		-	-		-	-		-	-		-	-		-	-		-	-		**48%**	**52%**	
AM Peak	11:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11:00	07:00	07:00
Vol.	527	663	1,184	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	527	663	1,184
PM Peak	16:00	17:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	17:00	16:00
Vol.	814	795	1,575	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	814	795	1,575

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

DATA SOLUTIONS

Location: Reservation Road, Crescent Avenue to California Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 09

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	37	49	86	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	37	49	86
1:00 AM	22	22	44	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22	22	44
2:00 AM	12	15	27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	15	27
3:00 AM	16	11	27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	11	27
4:00 AM	42	28	70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42	28	70
5:00 AM	135	90	225	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	135	90	225
6:00 AM	455	267	722	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	455	267	722
7:00 AM	**672**	**541**	**1,213**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**672**	**541**	**1,213**
8:00 AM	638	522	1,160	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	638	522	1,160
9:00 AM	555	402	957	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	555	402	957
10:00 AM	449	393	842	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	449	393	842
11:00 AM	521	478	999	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	521	478	999
12:00 PM	577	583	1,160	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	577	583	1,160
1:00 PM	515	627	1,142	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	515	627	1,142
2:00 PM	634	646	1,280	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	634	646	1,280
3:00 PM	620	735	1,355	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	620	735	1,355
4:00 PM	715	**778**	**1,493**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	715	**778**	**1,493**
5:00 PM	**734**	676	1,410	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**734**	676	1,410
6:00 PM	449	544	993	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	449	544	993
7:00 PM	294	371	665	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	294	371	665
8:00 PM	254	282	536	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	254	282	536
9:00 PM	161	222	383	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	161	222	383
10:00 PM	107	149	256	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	107	149	256
11:00 PM	53	89	142	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53	89	142
Total	**8,667**	**8,520**	**17,187**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**8,667**	**8,520**	**17,187**
Percent	**50%**	**50%**		-	-		-	-		-	-		-	-		-	-		-	-		**50%**	**50%**	
AM Peak	07:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00	07:00
Vol.	672	541	1,213	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	672	541	1,213
PM Peak	17:00	16:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	16:00	16:00
Vol.	734	778	1,493	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	734	778	1,493

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Reservation Road, California Avenue to Salinas Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 10

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	37	21	58	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	37	21	58
1:00 AM	21	23	44	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21	23	44
2:00 AM	17	10	27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	10	27
3:00 AM	11	13	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	13	24
4:00 AM	34	31	65	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	34	31	65
5:00 AM	101	99	200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	101	99	200
6:00 AM	255	435	690	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	255	435	690
7:00 AM	**558**	**717**	**1,275**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**558**	**717**	**1,275**
8:00 AM	515	577	1,092	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	515	577	1,092
9:00 AM	332	428	760	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	332	428	760
10:00 AM	337	299	636	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	337	299	636
11:00 AM	399	407	806	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	399	407	806
12:00 PM	446	419	865	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	446	419	865
1:00 PM	471	408	879	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	471	408	879
2:00 PM	567	478	1,045	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	567	478	1,045
3:00 PM	**727**	495	1,222	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**727**	495	1,222
4:00 PM	723	612	**1,335**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	723	612	**1,335**
5:00 PM	615	**652**	1,267	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	615	**652**	1,267
6:00 PM	420	373	793	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	420	373	793
7:00 PM	294	215	509	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	294	215	509
8:00 PM	240	197	437	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	240	197	437
9:00 PM	188	138	326	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	188	138	326
10:00 PM	138	91	229	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	138	91	229
11:00 PM	76	39	115	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	76	39	115
Total	**7,522**	**7,177**	**14,699**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**7,522**	**7,177**	**14,699**
Percent	**51%**	**49%**		-	-		-	-		-	-		-	-		-	-		-	-		**51%**	**49%**	
AM Peak	07:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00	07:00
Vol.	558	717	1,275	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	558	717	1,275
PM Peak	15:00	17:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	17:00	16:00
Vol.	727	652	1,335	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	727	652	1,335

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Reservation Road, Salinas Avenue to Imjin Parkway
Date Range: 12/10/2024 - 12/16/2024
Site Code: 11

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	38	36	74	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	38	36	74
1:00 AM	19	23	42	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19	23	42
2:00 AM	17	12	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	12	29
3:00 AM	12	13	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	13	25
4:00 AM	36	38	74	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	38	74
5:00 AM	94	132	226	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	94	132	226
6:00 AM	288	490	778	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	288	490	778
7:00 AM	**586**	**875**	**1,461**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**586**	**875**	**1,461**
8:00 AM	565	693	1,258	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	565	693	1,258
9:00 AM	344	510	854	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	344	510	854
10:00 AM	321	374	695	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	321	374	695
11:00 AM	403	477	880	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	403	477	880
12:00 PM	441	456	897	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	441	456	897
1:00 PM	510	463	973	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	510	463	973
2:00 PM	567	541	1,108	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	567	541	1,108
3:00 PM	683	597	1,280	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	683	597	1,280
4:00 PM	**716**	707	**1,423**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**716**	707	**1,423**
5:00 PM	617	**741**	1,358	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	617	**741**	1,358
6:00 PM	427	440	867	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	427	440	867
7:00 PM	282	261	543	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	282	261	543
8:00 PM	237	228	465	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	237	228	465
9:00 PM	183	166	349	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	183	166	349
10:00 PM	133	102	235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	133	102	235
11:00 PM	74	59	133	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	74	59	133
Total	**7,593**	**8,434**	**16,027**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**7,593**	**8,434**	**16,027**
Percent	**47%**	**53%**		-	-		-	-		-	-		-	-		-	-		-	-		**47%**	**53%**	
AM Peak	07:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00	07:00
Vol.	586	875	1,461	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	586	875	1,461
PM Peak	16:00	17:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	17:00	16:00
Vol.	716	741	1,423	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	716	741	1,423

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Reservation Road, Imjin Parkway to Blanco Road
Date Range: 12/10/2024 - 12/16/2024
Site Code: 12

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	76	60	136	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	76	60	136
1:00 AM	47	36	83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47	36	83
2:00 AM	30	28	58	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	28	58
3:00 AM	23	60	83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	60	83
4:00 AM	53	138	191	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53	138	191
5:00 AM	139	358	497	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	139	358	497
6:00 AM	408	1,214	1,622	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	408	1,214	1,622
7:00 AM	**984**	**1,406**	**2,390**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**984**	**1,406**	**2,390**
8:00 AM	898	1,248	2,146	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	898	1,248	2,146
9:00 AM	669	1,032	1,701	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	669	1,032	1,701
10:00 AM	637	805	1,442	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	637	805	1,442
11:00 AM	757	860	1,617	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	757	860	1,617
12:00 PM	918	828	1,746	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	918	828	1,746
1:00 PM	954	852	1,806	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	954	852	1,806
2:00 PM	1,144	912	2,056	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,144	912	2,056
3:00 PM	1,385	954	2,339	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,385	954	2,339
4:00 PM	**1,451**	1,071	2,522	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,451**	1,071	2,522
5:00 PM	1,377	**1,152**	**2,529**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,377	**1,152**	**2,529**
6:00 PM	962	732	1,694	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	962	732	1,694
7:00 PM	691	471	1,162	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	691	471	1,162
8:00 PM	591	380	971	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	591	380	971
9:00 PM	432	283	715	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	432	283	715
10:00 PM	290	185	475	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	290	185	475
11:00 PM	191	113	304	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	191	113	304
Total	**15,107**	**15,178**	**30,285**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**15,107**	**15,178**	**30,285**
Percent	**50%**	**50%**		-	-		-	-		-	-		-	-		-	-		-	-		**50%**	**50%**	
AM Peak	07:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00	07:00
Vol.	984	1,406	2,390	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	984	1,406	2,390
PM Peak	16:00	17:00	17:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	17:00	17:00
Vol.	1,451	1,152	2,529	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,451	1,152	2,529

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: 8th Street, 2nd Avenue to 3rd Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 13

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	1	1	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	2
1:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
2:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
3:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
4:00 AM	1	1	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	2
5:00 AM	1	4	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	4	5
6:00 AM	3	32	35	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	32	35
7:00 AM	13	**289**	**302**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	**289**	**302**
8:00 AM	**17**	95	112	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**17**	95	112
9:00 AM	14	38	52	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14	38	52
10:00 AM	12	21	33	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	21	33
11:00 AM	14	19	33	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14	19	33
12:00 PM	17	**33**	50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	**33**	50
1:00 PM	16	20	36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	20	36
2:00 PM	29	24	53	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29	24	53
3:00 PM	37	19	56	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	37	19	56
4:00 PM	50	29	79	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50	29	79
5:00 PM	**52**	31	**83**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**52**	31	**83**
6:00 PM	23	15	38	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	15	38
7:00 PM	12	7	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	7	19
8:00 PM	16	4	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	4	20
9:00 PM	5	4	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	4	9
10:00 PM	5	1	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	1	6
11:00 PM	4	5	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	5	9
Total	**343**	**694**	**1,037**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**343**	**694**	**1,037**
Percent	**33%**	**67%**		-	-		-	-		-	-		-	-		-	-		-	-		**33%**	**67%**	
AM Peak	08:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08:00	07:00	07:00
Vol.	17	289	302	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	289	302
PM Peak	17:00	12:00	17:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	12:00	17:00
Vol.	52	33	83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	52	33	83

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: 8th Street, 5th Avenue to Inter-Garrison Road
Date Range: 12/10/2024 - 12/16/2024
Site Code: 14

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	16	6	22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	6	22
1:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
2:00 AM	2	1	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	1	3
3:00 AM	1	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	3	4
4:00 AM	5	5	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	5	10
5:00 AM	4	11	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	11	15
6:00 AM	19	59	78	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19	59	78
7:00 AM	23	**445**	**468**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	**445**	**468**
8:00 AM	57	228	285	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	228	285
9:00 AM	82	236	318	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	82	236	318
10:00 AM	82	112	194	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	82	112	194
11:00 AM	**167**	168	335	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**167**	168	335
12:00 PM	129	108	237	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	129	108	237
1:00 PM	169	**155**	324	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	169	**155**	324
2:00 PM	148	94	242	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	148	94	242
3:00 PM	207	151	**358**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	207	151	**358**
4:00 PM	198	80	278	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	198	80	278
5:00 PM	**208**	112	320	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**208**	112	320
6:00 PM	168	77	245	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	168	77	245
7:00 PM	129	59	188	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	129	59	188
8:00 PM	93	45	138	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	93	45	138
9:00 PM	70	39	109	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	70	39	109
10:00 PM	48	34	82	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	48	34	82
11:00 PM	22	19	41	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22	19	41
Total	**2,047**	**2,248**	**4,295**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**2,047**	**2,248**	**4,295**
Percent	**48%**	**52%**		-	-		-	-		-	-		-	-		-	-		-	-		**48%**	**52%**	
AM Peak	11:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11:00	07:00	07:00
Vol.	167	445	468	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	167	445	468
PM Peak	17:00	13:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	13:00	15:00
Vol.	208	155	358	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	208	155	358

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: 9th Street, 1st Avenue to 2nd Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 15

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
1:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
2:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
3:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
4:00 AM	2	0	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	0	2
5:00 AM	15	4	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	4	19
6:00 AM	130	5	135	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	130	5	135
7:00 AM	**184**	32	216	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**184**	32	216
8:00 AM	140	41	181	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	140	41	181
9:00 AM	122	77	199	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	122	77	199
10:00 AM	126	107	233	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	126	107	233
11:00 AM	115	**142**	**257**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	115	**142**	**257**
12:00 PM	**120**	135	**255**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**120**	135	**255**
1:00 PM	106	79	185	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	106	79	185
2:00 PM	82	102	184	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	82	102	184
3:00 PM	59	**169**	228	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59	**169**	228
4:00 PM	58	162	220	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	58	162	220
5:00 PM	27	48	75	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	27	48	75
6:00 PM	19	25	44	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19	25	44
7:00 PM	18	8	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18	8	26
8:00 PM	18	13	31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18	13	31
9:00 PM	12	6	18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	6	18
10:00 PM	6	5	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	5	11
11:00 PM	5	2	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	2	7
Total	**1,365**	**1,163**	**2,528**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,365**	**1,163**	**2,528**
Percent	**54%**	**46%**		-	-		-	-		-	-		-	-		-	-		-	-		**54%**	**46%**	
AM Peak	07:00	11:00	11:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	11:00	11:00
Vol.	184	142	257	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	184	142	257
PM Peak	12:00	15:00	12:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12:00	15:00	12:00
Vol.	120	169	255	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	169	255

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: 2nd Avenue, Divarty Street to 8th Street
Date Range: 12/10/2024 - 12/16/2024
Site Code: 16

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	3	10	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	10	13
1:00 AM	2	3	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	3	5
2:00 AM	5	3	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	3	8
3:00 AM	2	3	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	3	5
4:00 AM	3	8	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	8	11
5:00 AM	7	15	22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	15	22
6:00 AM	31	113	144	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31	113	144
7:00 AM	109	**715**	**824**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	109	**715**	**824**
8:00 AM	142	471	613	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	142	471	613
9:00 AM	154	232	386	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	154	232	386
10:00 AM	141	218	359	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	141	218	359
11:00 AM	**235**	273	508	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**235**	273	508
12:00 PM	230	325	555	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	230	325	555
1:00 PM	228	319	547	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	228	319	547
2:00 PM	219	261	480	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	219	261	480
3:00 PM	303	301	604	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	303	301	604
4:00 PM	319	**342**	**661**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	319	**342**	**661**
5:00 PM	**341**	270	611	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**341**	270	611
6:00 PM	215	266	481	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	215	266	481
7:00 PM	133	129	262	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	133	129	262
8:00 PM	109	95	204	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	109	95	204
9:00 PM	69	70	139	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	69	70	139
10:00 PM	40	49	89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40	49	89
11:00 PM	16	26	42	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	26	42
Total	**3,056**	**4,517**	**7,573**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**3,056**	**4,517**	**7,573**
Percent	**40%**	**60%**		-	-		-	-		-	-		-	-		-	-		-	-		**40%**	**60%**	
AM Peak	11:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11:00	07:00	07:00
Vol.	235	715	824	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	235	715	824
PM Peak	17:00	16:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	16:00	16:00
Vol.	341	342	661	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	341	342	661

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: 2nd Avenue, 8th Street to Imjin Parkway
Date Range: 12/10/2024 - 12/16/2024
Site Code: 17

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	5	10	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	10	15
1:00 AM	2	5	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	5	7
2:00 AM	5	3	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	3	8
3:00 AM	8	0	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	0	8
4:00 AM	7	7	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	7	14
5:00 AM	17	25	42	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	25	42
6:00 AM	31	171	202	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31	171	202
7:00 AM	124	**499**	623	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	124	**499**	623
8:00 AM	141	416	557	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	141	416	557
9:00 AM	210	246	456	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	210	246	456
10:00 AM	229	219	448	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	229	219	448
11:00 AM	**355**	270	**625**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**355**	270	**625**
12:00 PM	357	291	648	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	357	291	648
1:00 PM	331	**314**	645	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	331	**314**	645
2:00 PM	329	252	581	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	329	252	581
3:00 PM	**462**	288	**750**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**462**	288	**750**
4:00 PM	417	255	672	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	417	255	672
5:00 PM	378	239	617	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	378	239	617
6:00 PM	251	229	480	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	251	229	480
7:00 PM	175	162	337	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	175	162	337
8:00 PM	141	104	245	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	141	104	245
9:00 PM	79	90	169	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79	90	169
10:00 PM	46	66	112	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	46	66	112
11:00 PM	21	24	45	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21	24	45
Total	**4,121**	**4,185**	**8,306**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**4,121**	**4,185**	**8,306**
Percent	**50%**	**50%**		-	-		-	-		-	-		-	-		-	-		-	-		**50%**	**50%**	
AM Peak	11:00	07:00	11:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11:00	07:00	11:00
Vol.	355	499	625	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	355	499	625
PM Peak	15:00	13:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	13:00	15:00
Vol.	462	314	750	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	462	314	750

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Beach Road, Reservation Road to Del Monte Boulevard
Date Range: 12/10/2024 - 12/16/2024
Site Code: 18

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	11	14	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	14	25
1:00 AM	8	8	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	8	16
2:00 AM	5	6	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	6	11
3:00 AM	19	3	22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19	3	22
4:00 AM	27	3	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	27	3	30
5:00 AM	79	20	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79	20	99
6:00 AM	153	59	212	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	153	59	212
7:00 AM	**263**	128	**391**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**263**	128	**391**
8:00 AM	223	119	342	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	223	119	342
9:00 AM	180	116	296	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	180	116	296
10:00 AM	183	126	309	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	183	126	309
11:00 AM	211	**159**	370	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	211	**159**	370
12:00 PM	216	178	394	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	216	178	394
1:00 PM	230	173	403	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	230	173	403
2:00 PM	**292**	193	485	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**292**	193	485
3:00 PM	261	232	493	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	261	232	493
4:00 PM	274	**257**	**531**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	274	**257**	**531**
5:00 PM	242	241	483	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	242	241	483
6:00 PM	178	153	331	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	178	153	331
7:00 PM	144	123	267	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	144	123	267
8:00 PM	106	105	211	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	106	105	211
9:00 PM	82	73	155	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	82	73	155
10:00 PM	44	45	89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	44	45	89
11:00 PM	23	24	47	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	24	47
Total	**3,454**	**2,558**	**6,012**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**3,454**	**2,558**	**6,012**
Percent	**57%**	**43%**		-	-		-	-		-	-		-	-		-	-		-	-		**57%**	**43%**	
AM Peak	07:00	11:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	11:00	07:00
Vol.	263	159	391	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	263	159	391
PM Peak	14:00	16:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14:00	16:00	16:00
Vol.	292	257	531	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	292	257	531

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

DATA SOLUTIONS

Location: De Forest Road, Beach Road to Reservation Road
Date Range: 12/10/2024 - 12/16/2024
Site Code: 19

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	5	2	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	2	7
1:00 AM	2	1	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	1	3
2:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
3:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
4:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
5:00 AM	7	12	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	12	19
6:00 AM	17	27	44	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	27	44
7:00 AM	**85**	67	**152**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**85**	67	**152**
8:00 AM	47	**88**	135	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47	**88**	135
9:00 AM	33	39	72	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33	39	72
10:00 AM	42	43	85	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42	43	85
11:00 AM	46	49	95	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	46	49	95
12:00 PM	44	50	94	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	44	50	94
1:00 PM	72	**79**	151	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72	**79**	151
2:00 PM	77	70	147	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	77	70	147
3:00 PM	57	73	130	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	73	130
4:00 PM	87	75	162	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	87	75	162
5:00 PM	**95**	72	**167**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**95**	72	**167**
6:00 PM	62	41	103	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	62	41	103
7:00 PM	32	31	63	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32	31	63
8:00 PM	30	15	45	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	15	45
9:00 PM	20	14	34	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	14	34
10:00 PM	13	7	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	7	20
11:00 PM	12	7	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	7	19
Total	**887**	**862**	**1,749**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**887**	**862**	**1,749**
Percent	**51%**	**49%**		-	-		-	-		-	-		-	-		-	-		-	-		**51%**	**49%**	
AM Peak	07:00	08:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	08:00	07:00
Vol.	85	88	152	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	85	88	152
PM Peak	17:00	13:00	17:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	13:00	17:00
Vol.	95	79	167	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	95	79	167

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Crescent Avenue, Quebrada Del Mar to Reservation Road
Date Range: 12/10/2024 - 12/16/2024
Site Code: 20

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	3
1:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
2:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
3:00 AM	2	3	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	3	5
4:00 AM	3	4	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	4	7
5:00 AM	0	15	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	15	15
6:00 AM	9	37	46	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	37	46
7:00 AM	31	**88**	**119**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31	**88**	**119**
8:00 AM	**48**	60	108	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**48**	60	108
9:00 AM	21	21	42	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21	21	42
10:00 AM	32	26	58	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32	26	58
11:00 AM	32	34	66	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32	34	66
12:00 PM	48	35	83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	48	35	83
1:00 PM	43	46	89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	43	46	89
2:00 PM	47	55	102	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47	55	102
3:00 PM	**68**	**59**	**127**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**68**	**59**	**127**
4:00 PM	63	42	105	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	63	42	105
5:00 PM	65	24	89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	65	24	89
6:00 PM	57	45	102	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	45	102
7:00 PM	42	21	63	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42	21	63
8:00 PM	36	14	50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	14	50
9:00 PM	34	12	46	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	34	12	46
10:00 PM	16	3	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	3	19
11:00 PM	5	2	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	2	7
Total	**705**	**648**	**1,353**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**705**	**648**	**1,353**
Percent	**52%**	**48%**		-	-		-	-		-	-		-	-		-	-		-	-		**52%**	**48%**	
AM Peak	08:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08:00	07:00	07:00
Vol.	48	88	119	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	48	88	119
PM Peak	15:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	15:00	15:00
Vol.	68	59	127	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	68	59	127

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Crescent Avenue, Reservation Road to Carmel Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 21

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	11	9	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	9	20
1:00 AM	3	6	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	6	9
2:00 AM	3	3	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	3	6
3:00 AM	4	7	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	7	11
4:00 AM	2	5	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	5	7
5:00 AM	14	18	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14	18	32
6:00 AM	47	52	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47	52	99
7:00 AM	**157**	125	282	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**157**	125	282
8:00 AM	154	**176**	**330**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	154	**176**	**330**
9:00 AM	109	73	182	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	109	73	182
10:00 AM	84	79	163	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	84	79	163
11:00 AM	74	88	162	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	74	88	162
12:00 PM	111	80	191	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	111	80	191
1:00 PM	120	89	209	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	89	209
2:00 PM	116	123	239	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	116	123	239
3:00 PM	160	**170**	330	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	160	**170**	330
4:00 PM	**186**	**170**	**356**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**186**	**170**	**356**
5:00 PM	159	122	281	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	159	122	281
6:00 PM	106	101	207	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	106	101	207
7:00 PM	74	59	133	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	74	59	133
8:00 PM	59	58	117	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59	58	117
9:00 PM	43	41	84	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	43	41	84
10:00 PM	30	23	53	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	23	53
11:00 PM	12	13	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	13	25
Total	**1,838**	**1,690**	**3,528**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,838**	**1,690**	**3,528**
Percent	**52%**	**48%**		-	-		-	-		-	-		-	-		-	-		-	-		**52%**	**48%**	
AM Peak	07:00	08:00	08:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	08:00	08:00
Vol.	157	176	330	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	157	176	330
PM Peak	16:00	15:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	15:00	16:00
Vol.	186	170	356	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	186	170	356

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Cardoza Avenue, Reservation Road to Aaron Way (End)
Date Range: 12/10/2024 - 12/16/2024
Site Code: 22

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	2	3	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	3	5
1:00 AM	3	2	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	2	5
2:00 AM	2	3	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	3	5
3:00 AM	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	3
4:00 AM	0	6	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	6	6
5:00 AM	3	23	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	23	26
6:00 AM	23	79	102	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	79	102
7:00 AM	60	**158**	**218**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	60	**158**	**218**
8:00 AM	52	80	132	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	52	80	132
9:00 AM	49	69	118	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	49	69	118
10:00 AM	63	83	146	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	63	83	146
11:00 AM	**67**	77	144	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**67**	77	144
12:00 PM	84	70	154	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	84	70	154
1:00 PM	70	76	146	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	70	76	146
2:00 PM	98	75	173	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	98	75	173
3:00 PM	106	87	193	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	106	87	193
4:00 PM	**146**	89	**235**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**146**	89	**235**
5:00 PM	136	**96**	232	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	136	**96**	232
6:00 PM	95	43	138	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	95	43	138
7:00 PM	54	24	78	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	54	24	78
8:00 PM	57	40	97	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	40	97
9:00 PM	33	32	65	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33	32	65
10:00 PM	16	10	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	10	26
11:00 PM	10	1	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	1	11
Total	**1,230**	**1,228**	**2,458**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,230**	**1,228**	**2,458**
Percent	**50%**	**50%**		-	-		-	-		-	-		-	-		-	-		-	-		**50%**	**50%**	
AM Peak	11:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11:00	07:00	07:00
Vol.	67	158	218	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	67	158	218
PM Peak	16:00	17:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	17:00	16:00
Vol.	146	96	235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	146	96	235

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Beach Road, Del Monte Boulevard to De Forest Road
Date Range: 12/10/2024 - 12/16/2024
Site Code: 23

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	3	6	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	6	9
1:00 AM	3	1	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	1	4
2:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
3:00 AM	4	1	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	1	5
4:00 AM	9	0	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	0	9
5:00 AM	23	3	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	3	26
6:00 AM	45	28	73	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	45	28	73
7:00 AM	**72**	**130**	**202**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**72**	**130**	**202**
8:00 AM	51	123	174	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	51	123	174
9:00 AM	55	47	102	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	55	47	102
10:00 AM	54	54	108	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	54	54	108
11:00 AM	59	80	139	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59	80	139
12:00 PM	64	92	156	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	64	92	156
1:00 PM	64	117	181	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	64	117	181
2:00 PM	74	117	191	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	74	117	191
3:00 PM	**100**	168	**268**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**100**	168	**268**
4:00 PM	81	**175**	256	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	81	**175**	256
5:00 PM	94	136	230	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	94	136	230
6:00 PM	77	87	164	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	77	87	164
7:00 PM	37	65	102	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	37	65	102
8:00 PM	36	40	76	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	40	76
9:00 PM	32	37	69	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32	37	69
10:00 PM	9	24	33	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	24	33
11:00 PM	7	13	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	13	20
Total	**1,054**	**1,544**	**2,598**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,054**	**1,544**	**2,598**
Percent	**41%**	**59%**		-	-		-	-		-	-		-	-		-	-		-	-		**41%**	**59%**	
AM Peak	07:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00	07:00
Vol.	72	130	202	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72	130	202
PM Peak	15:00	16:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	16:00	15:00
Vol.	100	175	268	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100	175	268

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: California Avenue, Reservation Road to Carmel Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 24

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	10	9	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	9	19
1:00 AM	7	4	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	4	11
2:00 AM	2	4	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	4	6
3:00 AM	3	2	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	2	5
4:00 AM	12	10	22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	10	22
5:00 AM	29	21	50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29	21	50
6:00 AM	116	64	180	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	116	64	180
7:00 AM	**390**	167	**557**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**390**	167	**557**
8:00 AM	277	**177**	454	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	277	**177**	454
9:00 AM	177	123	300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	177	123	300
10:00 AM	152	111	263	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	152	111	263
11:00 AM	178	156	334	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	178	156	334
12:00 PM	217	151	368	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	217	151	368
1:00 PM	215	148	363	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	215	148	363
2:00 PM	261	202	463	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	261	202	463
3:00 PM	259	**243**	502	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	259	**243**	502
4:00 PM	**283**	239	**522**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**283**	239	**522**
5:00 PM	281	196	477	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	281	196	477
6:00 PM	196	136	332	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	196	136	332
7:00 PM	123	110	233	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	123	110	233
8:00 PM	91	73	164	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	91	73	164
9:00 PM	64	41	105	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	64	41	105
10:00 PM	29	35	64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29	35	64
11:00 PM	31	17	48	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31	17	48
Total	**3,403**	**2,439**	**5,842**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**3,403**	**2,439**	**5,842**
Percent	**58%**	**42%**		-	-		-	-		-	-		-	-		-	-		-	-		**58%**	**42%**	
AM Peak	07:00	08:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	08:00	07:00
Vol.	390	177	557	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	390	177	557
PM Peak	16:00	15:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	15:00	16:00
Vol.	283	243	522	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	283	243	522

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: California Avenue, Carmel Avenue to Reindollar Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 25

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	11	14	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	14	25
1:00 AM	8	7	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	7	15
2:00 AM	2	4	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	4	6
3:00 AM	5	2	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	2	7
4:00 AM	13	7	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	7	20
5:00 AM	39	14	53	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39	14	53
6:00 AM	136	48	184	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	136	48	184
7:00 AM	**414**	**217**	**631**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**414**	**217**	**631**
8:00 AM	294	184	478	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	294	184	478
9:00 AM	203	128	331	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	203	128	331
10:00 AM	177	118	295	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	177	118	295
11:00 AM	194	154	348	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	194	154	348
12:00 PM	236	185	421	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	236	185	421
1:00 PM	230	178	408	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	230	178	408
2:00 PM	250	232	482	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	250	232	482
3:00 PM	270	**287**	557	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	270	**287**	557
4:00 PM	282	285	**567**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	282	285	**567**
5:00 PM	**300**	253	553	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**300**	253	553
6:00 PM	204	158	362	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	204	158	362
7:00 PM	115	124	239	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	115	124	239
8:00 PM	80	98	178	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	80	98	178
9:00 PM	72	59	131	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72	59	131
10:00 PM	27	50	77	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	27	50	77
11:00 PM	31	31	62	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31	31	62
Total	**3,593**	**2,837**	**6,430**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**3,593**	**2,837**	**6,430**
Percent	**56%**	**44%**		-	-		-	-		-	-		-	-		-	-		-	-		**56%**	**44%**	
AM Peak	07:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00	07:00
Vol.	414	217	631	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	414	217	631
PM Peak	17:00	15:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	15:00	16:00
Vol.	300	287	567	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	300	287	567

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: California Avenue, Reindollar Avenue to Imjin Parkway
Date Range: 12/10/2024 - 12/16/2024
Site Code: 26

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	22	15	37	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22	15	37
1:00 AM	7	12	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	12	19
2:00 AM	6	5	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	5	11
3:00 AM	2	11	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	11	13
4:00 AM	7	28	35	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	28	35
5:00 AM	13	70	83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	70	83
6:00 AM	40	213	253	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40	213	253
7:00 AM	**253**	**688**	**941**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**253**	**688**	**941**
8:00 AM	222	478	700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	222	478	700
9:00 AM	138	293	431	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	138	293	431
10:00 AM	146	244	390	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	146	244	390
11:00 AM	187	250	437	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	187	250	437
12:00 PM	259	293	552	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	259	293	552
1:00 PM	237	287	524	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	237	287	524
2:00 PM	321	358	679	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	321	358	679
3:00 PM	362	**377**	739	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	362	**377**	739
4:00 PM	359	313	672	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	359	313	672
5:00 PM	**394**	356	**750**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**394**	356	**750**
6:00 PM	257	229	486	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	257	229	486
7:00 PM	189	148	337	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	189	148	337
8:00 PM	153	103	256	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	153	103	256
9:00 PM	108	81	189	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	108	81	189
10:00 PM	83	34	117	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	83	34	117
11:00 PM	47	27	74	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47	27	74
Total	**3,812**	**4,913**	**8,725**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**3,812**	**4,913**	**8,725**
Percent	**44%**	**56%**		-	-		-	-		-	-		-	-		-	-		-	-		**44%**	**56%**	
AM Peak	07:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00	07:00
Vol.	253	688	941	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	253	688	941
PM Peak	17:00	15:00	17:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	15:00	17:00
Vol.	394	377	750	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	394	377	750

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: California Avenue, Imjin Parkway to 8th Street
Date Range: 12/10/2024 - 12/16/2024
Site Code: 27

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
1:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
2:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
3:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
4:00 AM	1	1	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	2
5:00 AM	3	2	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	2	5
6:00 AM	12	17	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	17	29
7:00 AM	22	**78**	**100**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22	**78**	**100**
8:00 AM	13	31	44	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	31	44
9:00 AM	24	36	60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24	36	60
10:00 AM	28	34	62	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28	34	62
11:00 AM	**37**	34	71	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**37**	34	71
12:00 PM	20	28	48	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	28	48
1:00 PM	35	23	58	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35	23	58
2:00 PM	21	35	56	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21	35	56
3:00 PM	**44**	**65**	**109**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**44**	**65**	**109**
4:00 PM	30	31	61	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	31	61
5:00 PM	24	38	62	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24	38	62
6:00 PM	10	19	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	19	29
7:00 PM	6	18	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	18	24
8:00 PM	8	6	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	6	14
9:00 PM	2	9	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	9	11
10:00 PM	1	1	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	2
11:00 PM	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	3
Total	**343**	**508**	**851**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**343**	**508**	**851**
Percent	**40%**	**60%**		-	-		-	-		-	-		-	-		-	-		-	-		**40%**	**60%**	
AM Peak	11:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11:00	07:00	07:00
Vol.	37	78	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	37	78	100
PM Peak	15:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	15:00	15:00
Vol.	44	65	109	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	44	65	109

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Reindollar Avenue, Del Monte Boulevard to California Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 28

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	4	4	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	4	8
1:00 AM	3	2	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	2	5
2:00 AM	2	2	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	2	4
3:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
4:00 AM	2	11	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	11	13
5:00 AM	8	21	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	21	29
6:00 AM	13	98	111	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	98	111
7:00 AM	146	168	314	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	146	168	314
8:00 AM	**155**	**243**	**398**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**155**	**243**	**398**
9:00 AM	76	110	186	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	76	110	186
10:00 AM	59	81	140	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59	81	140
11:00 AM	78	87	165	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	78	87	165
12:00 PM	93	74	167	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	93	74	167
1:00 PM	93	86	179	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	93	86	179
2:00 PM	104	104	208	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	104	104	208
3:00 PM	**185**	**164**	**349**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**185**	**164**	**349**
4:00 PM	166	120	286	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	166	120	286
5:00 PM	159	121	280	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	159	121	280
6:00 PM	121	82	203	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	121	82	203
7:00 PM	68	39	107	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	68	39	107
8:00 PM	61	29	90	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	61	29	90
9:00 PM	30	26	56	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	26	56
10:00 PM	26	26	52	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	26	26	52
11:00 PM	11	10	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	10	21
Total	**1,664**	**1,708**	**3,372**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,664**	**1,708**	**3,372**
Percent	**49%**	**51%**		-	-		-	-		-	-		-	-		-	-		-	-		**49%**	**51%**	
AM Peak	08:00	08:00	08:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08:00	08:00	08:00
Vol.	155	243	398	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	155	243	398
PM Peak	15:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	15:00	15:00
Vol.	185	164	349	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	185	164	349

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

DATA SOLUTIONS

Location: Reindollar Avenue, California Avenue to Carmel Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 29

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	8	4	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	4	12
1:00 AM	1	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	3	4
2:00 AM	1	1	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	2
3:00 AM	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	3
4:00 AM	1	6	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	6	7
5:00 AM	7	9	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	9	16
6:00 AM	13	44	57	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	44	57
7:00 AM	31	**196**	**227**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31	**196**	**227**
8:00 AM	35	115	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35	115	150
9:00 AM	22	61	83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22	61	83
10:00 AM	39	39	78	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39	39	78
11:00 AM	**42**	55	97	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**42**	55	97
12:00 PM	44	41	85	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	44	41	85
1:00 PM	42	43	85	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42	43	85
2:00 PM	58	**71**	129	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	58	**71**	129
3:00 PM	60	52	112	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	60	52	112
4:00 PM	59	57	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59	57	116
5:00 PM	**79**	57	**136**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**79**	57	**136**
6:00 PM	53	39	92	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53	39	92
7:00 PM	41	25	66	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	41	25	66
8:00 PM	43	21	64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	43	21	64
9:00 PM	24	16	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24	16	40
10:00 PM	14	3	17	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14	3	17
11:00 PM	7	5	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	5	12
Total	**725**	**965**	**1,690**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**725**	**965**	**1,690**
Percent	**43%**	**57%**		-	-		-	-		-	-		-	-		-	-		-	-		**43%**	**57%**	
AM Peak	11:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11:00	07:00	07:00
Vol.	42	196	227	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42	196	227
PM Peak	17:00	14:00	17:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	14:00	17:00
Vol.	79	71	136	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79	71	136

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Carmel Avenue, Del Monte Boulevard to California Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 30

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	4	8	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	8	12
1:00 AM	5	1	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	1	6
2:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
3:00 AM	1	8	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	8	9
4:00 AM	4	7	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	7	11
5:00 AM	1	12	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	12	13
6:00 AM	16	52	68	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	52	68
7:00 AM	**235**	137	**372**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**235**	137	**372**
8:00 AM	128	**183**	311	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	128	**183**	311
9:00 AM	68	73	141	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	68	73	141
10:00 AM	74	70	144	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	74	70	144
11:00 AM	72	119	191	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72	119	191
12:00 PM	107	94	201	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	107	94	201
1:00 PM	142	111	253	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	142	111	253
2:00 PM	183	**203**	**386**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	183	**203**	**386**
3:00 PM	174	171	345	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	174	171	345
4:00 PM	**192**	146	338	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**192**	146	338
5:00 PM	150	146	296	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	150	146	296
6:00 PM	103	101	204	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	103	101	204
7:00 PM	85	65	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	85	65	150
8:00 PM	54	34	88	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	54	34	88
9:00 PM	61	26	87	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	61	26	87
10:00 PM	29	17	46	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29	17	46
11:00 PM	16	15	31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	15	31
Total	**1,905**	**1,799**	**3,704**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,905**	**1,799**	**3,704**
Percent	**51%**	**49%**		-	-		-	-		-	-		-	-		-	-		-	-		**51%**	**49%**	
AM Peak	07:00	08:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	08:00	07:00
Vol.	235	183	372	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	235	183	372
PM Peak	16:00	14:00	14:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	14:00	14:00
Vol.	192	203	386	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	192	203	386

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

DATA SOLUTIONS

Location: Carmel Avenue, California Avenue to Salinas Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 31

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	3
1:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
2:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
3:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
4:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
5:00 AM	6	0	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	0	6
6:00 AM	7	1	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	1	8
7:00 AM	**55**	**67**	**122**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**55**	**67**	**122**
8:00 AM	30	57	87	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	57	87
9:00 AM	16	17	33	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	17	33
10:00 AM	15	14	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	14	29
11:00 AM	21	20	41	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21	20	41
12:00 PM	18	14	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18	14	32
1:00 PM	24	23	47	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24	23	47
2:00 PM	**37**	**85**	**122**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**37**	**85**	**122**
3:00 PM	34	35	69	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	34	35	69
4:00 PM	20	43	63	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	43	63
5:00 PM	23	29	52	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	29	52
6:00 PM	15	16	31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	16	31
7:00 PM	14	15	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14	15	29
8:00 PM	6	9	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	9	15
9:00 PM	6	8	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	8	14
10:00 PM	1	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	3	4
11:00 PM	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	3
Total	**351**	**461**	**812**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**351**	**461**	**812**
Percent	**43%**	**57%**		-	-		-	-		-	-		-	-		-	-		-	-		**43%**	**57%**	
AM Peak	07:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00	07:00
Vol.	55	67	122	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	55	67	122
PM Peak	14:00	14:00	14:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14:00	14:00	14:00
Vol.	37	85	122	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	37	85	122

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Salinas Avenue, Carmel Avenue to Reservation Road
Date Range: 12/10/2024 - 12/16/2024
Site Code: 32

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	1	1	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	2
1:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
2:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
3:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
4:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
5:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
6:00 AM	3	7	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	7	10
7:00 AM	**8**	**22**	**30**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**8**	**22**	**30**
8:00 AM	7	10	17	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	10	17
9:00 AM	4	7	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	7	11
10:00 AM	7	5	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	5	12
11:00 AM	4	5	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	5	9
12:00 PM	4	8	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	8	12
1:00 PM	13	8	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	8	21
2:00 PM	**18**	**12**	**30**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**18**	**12**	**30**
3:00 PM	9	11	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	11	20
4:00 PM	13	11	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	11	24
5:00 PM	9	9	18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	9	18
6:00 PM	6	11	17	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	11	17
7:00 PM	9	4	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	4	13
8:00 PM	3	0	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	0	3
9:00 PM	3	3	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	3	6
10:00 PM	3	0	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	0	3
11:00 PM	2	1	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	1	3
Total	**127**	**137**	**264**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**127**	**137**	**264**
Percent	**48%**	**52%**		-	-		-	-		-	-		-	-		-	-		-	-		**48%**	**52%**	
AM Peak	07:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00	07:00
Vol.	8	22	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	22	30
PM Peak	14:00	14:00	14:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14:00	14:00	14:00
Vol.	18	12	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18	12	30

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

DATA SOLUTIONS

Location: Paul Davis Drive, Healy Avenue to Marina Greens Drive
Date Range: 12/10/2024 - 12/16/2024
Site Code: 33

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
1:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
2:00 AM	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	3
3:00 AM	2	0	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	0	2
4:00 AM	0	4	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	4	4
5:00 AM	1	1	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	2
6:00 AM	11	**53**	64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	**53**	64
7:00 AM	**32**	42	**74**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**32**	42	**74**
8:00 AM	15	30	45	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	30	45
9:00 AM	16	20	36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	20	36
10:00 AM	17	22	39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	22	39
11:00 AM	16	11	27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	11	27
12:00 PM	28	28	56	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28	28	56
1:00 PM	21	20	41	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21	20	41
2:00 PM	19	24	43	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19	24	43
3:00 PM	23	16	39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	16	39
4:00 PM	45	**30**	**75**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	45	**30**	**75**
5:00 PM	**48**	14	62	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**48**	14	62
6:00 PM	5	11	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	11	16
7:00 PM	2	4	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	4	6
8:00 PM	1	5	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	5	6
9:00 PM	4	3	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	3	7
10:00 PM	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	3
11:00 PM	3	2	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	2	5
Total	**311**	**346**	**657**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**311**	**346**	**657**
Percent	**47%**	**53%**		-	-		-	-		-	-		-	-		-	-		-	-		**47%**	**53%**	
AM Peak	07:00	06:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	06:00	07:00
Vol.	32	53	74	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32	53	74
PM Peak	17:00	16:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	16:00	16:00
Vol.	48	30	75	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	48	30	75

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Patton Parkway, Marina High School to California Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 34

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
1:00 AM	2	0	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	0	2
2:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
3:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
4:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
5:00 AM	2	0	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	0	2
6:00 AM	3	7	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	7	10
7:00 AM	25	39	64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	39	64
8:00 AM	**73**	**100**	**173**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**73**	**100**	**173**
9:00 AM	11	14	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	14	25
10:00 AM	9	7	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	7	16
11:00 AM	20	8	28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	8	28
12:00 PM	14	10	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14	10	24
1:00 PM	20	14	34	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	14	34
2:00 PM	27	14	41	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	27	14	41
3:00 PM	**76**	**42**	**118**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**76**	**42**	**118**
4:00 PM	15	12	27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	12	27
5:00 PM	23	18	41	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	18	41
6:00 PM	11	10	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	10	21
7:00 PM	5	2	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	2	7
8:00 PM	12	2	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	2	14
9:00 PM	3	1	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	1	4
10:00 PM	4	2	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	2	6
11:00 PM	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	3
Total	**357**	**304**	**661**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**357**	**304**	**661**
Percent	**54%**	**46%**		-	-		-	-		-	-		-	-		-	-		-	-		**54%**	**46%**	
AM Peak	08:00	08:00	08:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08:00	08:00	08:00
Vol.	73	100	173	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	73	100	173
PM Peak	15:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	15:00	15:00
Vol.	76	42	118	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	76	42	118

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

DATA SOLUTIONS

Location: Crescent Street, Patton Parkway to Reindollar Avenue
Date Range: 12/10/2024 - 12/16/2024
Site Code: 35

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
1:00 AM	0	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	2	2
2:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
3:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
4:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
5:00 AM	2	3	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	3	5
6:00 AM	5	9	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	9	14
7:00 AM	47	111	158	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47	111	158
8:00 AM	**195**	**212**	**407**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**195**	**212**	**407**
9:00 AM	22	25	47	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22	25	47
10:00 AM	15	15	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	15	30
11:00 AM	17	16	33	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	16	33
12:00 PM	19	21	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19	21	40
1:00 PM	21	26	47	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21	26	47
2:00 PM	35	33	68	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35	33	68
3:00 PM	**116**	**94**	**210**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**116**	**94**	**210**
4:00 PM	41	32	73	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	41	32	73
5:00 PM	41	31	72	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	41	31	72
6:00 PM	24	22	46	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24	22	46
7:00 PM	6	10	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	10	16
8:00 PM	12	6	18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	6	18
9:00 PM	1	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	3	4
10:00 PM	3	4	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	4	7
11:00 PM	4	1	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	1	5
Total	**626**	**678**	**1,304**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**626**	**678**	**1,304**
Percent	**48%**	**52%**		-	-		-	-		-	-		-	-		-	-		-	-		**48%**	**52%**	
AM Peak	08:00	08:00	08:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08:00	08:00	08:00
Vol.	195	212	407	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	195	212	407
PM Peak	15:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	15:00	15:00
Vol.	116	94	210	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	116	94	210

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

DATA SOLUTIONS

Location: Vaughn Avenue, Reindollar Avenue to Carmel Avenue
Date Range: 12/12/2024 - 12/18/2024
Site Code: 36

Time	Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Tuesday 12/17/2024			Wednesday 12/18/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	5	0	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	0	5
1:00 AM	0	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	0
2:00 AM	0	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	2	2
3:00 AM	1	0	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	0	1
4:00 AM	3	5	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	5	8
5:00 AM	7	2	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	2	9
6:00 AM	5	22	27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	22	27
7:00 AM	63	88	151	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	63	88	151
8:00 AM	**105**	**171**	**276**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**105**	**171**	**276**
9:00 AM	23	35	58	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	35	58
10:00 AM	30	33	63	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	33	63
11:00 AM	36	25	61	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	25	61
12:00 PM	31	30	61	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31	30	61
1:00 PM	30	37	67	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	37	67
2:00 PM	66	58	124	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	66	58	124
3:00 PM	**91**	**117**	**208**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**91**	**117**	**208**
4:00 PM	62	54	116	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	62	54	116
5:00 PM	43	42	85	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	43	42	85
6:00 PM	34	36	70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	34	36	70
7:00 PM	22	23	45	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22	23	45
8:00 PM	18	12	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18	12	30
9:00 PM	15	13	28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	13	28
10:00 PM	7	6	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	6	13
11:00 PM	6	1	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	1	7
Total	**703**	**812**	**1,515**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**703**	**812**	**1,515**
Percent	**46%**	**54%**		-	-		-	-		-	-		-	-		-	-		-	-		**46%**	**54%**	
AM Peak	08:00	08:00	08:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08:00	08:00	08:00
Vol.	105	171	276	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	105	171	276
PM Peak	15:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	15:00	15:00
Vol.	91	117	208	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	91	117	208

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Seacrest Avenue, Carmel Avenue to Reservation Road
Date Range: 12/10/2024 - 12/16/2024
Site Code: 37

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	7	5	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	5	12
1:00 AM	1	5	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	5	6
2:00 AM	4	4	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	4	8
3:00 AM	2	3	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	3	5
4:00 AM	3	1	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	1	4
5:00 AM	15	11	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	11	26
6:00 AM	41	36	77	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	41	36	77
7:00 AM	87	80	167	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	87	80	167
8:00 AM	**119**	**119**	**238**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**119**	**119**	**238**
9:00 AM	102	101	203	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	102	101	203
10:00 AM	100	111	211	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100	111	211
11:00 AM	111	112	223	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	111	112	223
12:00 PM	138	148	286	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	138	148	286
1:00 PM	138	145	283	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	138	145	283
2:00 PM	155	171	326	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	155	171	326
3:00 PM	180	**196**	376	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	180	**196**	376
4:00 PM	165	184	349	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	165	184	349
5:00 PM	**190**	193	**383**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**190**	193	**383**
6:00 PM	125	164	289	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	125	164	289
7:00 PM	89	131	220	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	89	131	220
8:00 PM	68	79	147	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	68	79	147
9:00 PM	42	54	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42	54	96
10:00 PM	11	18	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	18	29
11:00 PM	13	15	28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	15	28
Total	**1,906**	**2,086**	**3,992**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,906**	**2,086**	**3,992**
Percent	**48%**	**52%**		-	-		-	-		-	-		-	-		-	-		-	-		**48%**	**52%**	
AM Peak	08:00	08:00	08:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08:00	08:00	08:00
Vol.	119	119	238	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	119	119	238
PM Peak	17:00	15:00	17:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	15:00	17:00
Vol.	190	196	383	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	190	196	383

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

DATA SOLUTIONS

Location: Sunset Avenue, Reindollar Avenue to Carmel Avenue
Date Range: 12/12/2024 - 12/18/2024
Site Code: 38

Time	Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Tuesday 12/17/2024			Wednesday 12/18/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	6	6	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	6	12
1:00 AM	1	1	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	2
2:00 AM	5	3	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	3	8
3:00 AM	0	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	2	2
4:00 AM	3	8	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	8	11
5:00 AM	8	19	27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	19	27
6:00 AM	28	61	89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28	61	89
7:00 AM	56	141	197	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	56	141	197
8:00 AM	**105**	**142**	**247**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**105**	**142**	**247**
9:00 AM	63	83	146	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	63	83	146
10:00 AM	69	82	151	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	69	82	151
11:00 AM	80	107	187	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	80	107	187
12:00 PM	66	97	163	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	66	97	163
1:00 PM	65	92	157	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	65	92	157
2:00 PM	87	85	172	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	87	85	172
3:00 PM	**166**	**144**	**310**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**166**	**144**	**310**
4:00 PM	120	110	230	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	110	230
5:00 PM	127	140	267	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	127	140	267
6:00 PM	72	91	163	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72	91	163
7:00 PM	44	49	93	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	44	49	93
8:00 PM	30	44	74	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	44	74
9:00 PM	34	40	74	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	34	40	74
10:00 PM	25	27	52	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	27	52
11:00 PM	13	7	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	7	20
Total	**1,273**	**1,581**	**2,854**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,273**	**1,581**	**2,854**
Percent	**45%**	**55%**		-	-		-	-		-	-		-	-		-	-		-	-		**45%**	**55%**	
AM Peak	08:00	08:00	08:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08:00	08:00	08:00
Vol.	105	142	247	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	105	142	247
PM Peak	15:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	15:00	15:00
Vol.	166	144	310	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	166	144	310

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

DATA SOLUTIONS

Location: Lake Drive, Palm Avenue to Reservation Road
Date Range: 12/10/2024 - 12/16/2024
Site Code: 39

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	5	3	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	3	8
1:00 AM	2	1	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	1	3
2:00 AM	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	3
3:00 AM	3	2	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	2	5
4:00 AM	2	4	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	4	6
5:00 AM	11	15	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	15	26
6:00 AM	18	28	46	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18	28	46
7:00 AM	39	**82**	121	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39	**82**	121
8:00 AM	**54**	69	**123**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**54**	69	**123**
9:00 AM	28	44	72	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28	44	72
10:00 AM	25	30	55	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	30	55
11:00 AM	47	42	89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47	42	89
12:00 PM	39	49	88	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39	49	88
1:00 PM	42	39	81	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42	39	81
2:00 PM	55	57	112	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	55	57	112
3:00 PM	**63**	64	127	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**63**	64	127
4:00 PM	56	**77**	**133**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	56	**77**	**133**
5:00 PM	54	66	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	54	66	120
6:00 PM	45	52	97	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	45	52	97
7:00 PM	41	34	75	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	41	34	75
8:00 PM	31	29	60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31	29	60
9:00 PM	20	16	36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	16	36
10:00 PM	10	12	22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	12	22
11:00 PM	7	6	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	6	13
Total	**698**	**823**	**1,521**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**698**	**823**	**1,521**
Percent	**46%**	**54%**		-	-		-	-		-	-		-	-		-	-		-	-		**46%**	**54%**	
AM Peak	08:00	07:00	08:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08:00	07:00	08:00
Vol.	54	82	123	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	54	82	123
PM Peak	15:00	16:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	16:00	16:00
Vol.	63	77	133	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	63	77	133

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

DATA SOLUTIONS

Location: Palm Avenue, Lake Drive to Del Monte Boulevard
Date Range: 12/10/2024 - 12/16/2024
Site Code: 40

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	3	11	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	11	14
1:00 AM	5	5	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	5	10
2:00 AM	4	1	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	1	5
3:00 AM	3	2	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	2	5
4:00 AM	8	0	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	0	8
5:00 AM	28	6	34	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28	6	34
6:00 AM	77	12	89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	77	12	89
7:00 AM	**173**	64	237	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**173**	64	237
8:00 AM	153	**138**	**291**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	153	**138**	**291**
9:00 AM	70	41	111	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	70	41	111
10:00 AM	69	49	118	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	69	49	118
11:00 AM	101	100	201	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	101	100	201
12:00 PM	81	66	147	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	81	66	147
1:00 PM	80	75	155	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	80	75	155
2:00 PM	105	134	239	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	105	134	239
3:00 PM	**110**	**144**	**254**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**110**	**144**	**254**
4:00 PM	102	135	237	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	102	135	237
5:00 PM	90	133	223	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90	133	223
6:00 PM	63	88	151	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	63	88	151
7:00 PM	34	78	112	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	34	78	112
8:00 PM	29	72	101	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29	72	101
9:00 PM	17	41	58	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	41	58
10:00 PM	18	29	47	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18	29	47
11:00 PM	10	21	31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	21	31
Total	**1,433**	**1,445**	**2,878**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,433**	**1,445**	**2,878**
Percent	**50%**	**50%**		-	-		-	-		-	-		-	-		-	-		-	-		**50%**	**50%**	
AM Peak	07:00	08:00	08:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	08:00	08:00
Vol.	173	138	291	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	173	138	291
PM Peak	15:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	15:00	15:00
Vol.	110	144	254	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	110	144	254

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: Abrams Drive, Preston Drive to Imjin Parkway
Date Range: 12/10/2024 - 12/16/2024
Site Code: 41

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	5	15	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	15	20
1:00 AM	6	1	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	1	7
2:00 AM	2	6	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	6	8
3:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
4:00 AM	3	10	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	10	13
5:00 AM	10	16	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	16	26
6:00 AM	65	42	107	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	65	42	107
7:00 AM	70	**131**	**201**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	70	**131**	**201**
8:00 AM	**71**	79	150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**71**	79	150
9:00 AM	54	83	137	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	54	83	137
10:00 AM	48	73	121	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	48	73	121
11:00 AM	53	74	127	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53	74	127
12:00 PM	55	91	146	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	55	91	146
1:00 PM	59	75	134	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59	75	134
2:00 PM	69	100	169	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	69	100	169
3:00 PM	64	**156**	**220**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	64	**156**	**220**
4:00 PM	70	142	212	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	70	142	212
5:00 PM	**75**	94	169	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**75**	94	169
6:00 PM	57	67	124	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	67	124
7:00 PM	44	27	71	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	44	27	71
8:00 PM	44	41	85	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	44	41	85
9:00 PM	25	26	51	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	26	51
10:00 PM	17	14	31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	14	31
11:00 PM	12	18	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	18	30
Total	**978**	**1,382**	**2,360**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**978**	**1,382**	**2,360**
Percent	**41%**	**59%**		-	-		-	-		-	-		-	-		-	-		-	-		**41%**	**59%**	
AM Peak	08:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08:00	07:00	07:00
Vol.	71	131	201	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	71	131	201
PM Peak	17:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	15:00	15:00
Vol.	75	156	220	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	75	156	220

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

DATA SOLUTIONS

Location: Preston Drive, Abrams Drive to Imjin Parkway
Date Range: 12/10/2024 - 12/16/2024
Site Code: 42

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	11	10	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	10	21
1:00 AM	3	1	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	1	4
2:00 AM	3	5	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	5	8
3:00 AM	0	3	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	3	3
4:00 AM	4	10	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	10	14
5:00 AM	2	22	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	22	24
6:00 AM	7	65	72	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	65	72
7:00 AM	32	**187**	**219**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32	**187**	**219**
8:00 AM	36	88	124	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	88	124
9:00 AM	**39**	70	109	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**39**	70	109
10:00 AM	30	52	82	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	52	82
11:00 AM	34	63	97	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	34	63	97
12:00 PM	39	64	103	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39	64	103
1:00 PM	46	63	109	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	46	63	109
2:00 PM	60	82	142	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	60	82	142
3:00 PM	77	**98**	175	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	77	**98**	175
4:00 PM	**103**	91	**194**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**103**	91	**194**
5:00 PM	82	76	158	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	82	76	158
6:00 PM	79	65	144	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79	65	144
7:00 PM	54	39	93	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	54	39	93
8:00 PM	51	28	79	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	51	28	79
9:00 PM	36	25	61	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	25	61
10:00 PM	29	17	46	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29	17	46
11:00 PM	17	12	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	12	29
Total	**874**	**1,236**	**2,110**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**874**	**1,236**	**2,110**
Percent	**41%**	**59%**		-	-		-	-		-	-		-	-		-	-		-	-		**41%**	**59%**	
AM Peak	09:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	09:00	07:00	07:00
Vol.	39	187	219	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39	187	219
PM Peak	16:00	15:00	16:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	15:00	16:00
Vol.	103	98	194	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	103	98	194

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Location: 3rd Avenue, Imjin Parkway to 8th Street
Date Range: 12/12/2024 - 12/18/2024
Site Code: 43

Time	Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Tuesday 12/17/2024			Wednesday 12/18/2024			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	0	4	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	4	4
1:00 AM	3	1	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	1	4
2:00 AM	0	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	1	1
3:00 AM	2	1	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	1	3
4:00 AM	5	2	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	2	7
5:00 AM	3	4	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	4	7
6:00 AM	25	12	37	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	12	37
7:00 AM	**32**	**59**	**91**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**32**	**59**	**91**
8:00 AM	23	40	63	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	40	63
9:00 AM	28	21	49	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28	21	49
10:00 AM	29	28	57	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29	28	57
11:00 AM	22	27	49	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22	27	49
12:00 PM	27	28	55	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	27	28	55
1:00 PM	17	23	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	23	40
2:00 PM	30	37	67	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	37	67
3:00 PM	48	39	87	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	48	39	87
4:00 PM	38	44	82	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	38	44	82
5:00 PM	**52**	**53**	**105**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**52**	**53**	**105**
6:00 PM	28	34	62	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28	34	62
7:00 PM	17	27	44	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17	27	44
8:00 PM	9	17	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9	17	26
9:00 PM	4	7	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	7	11
10:00 PM	7	14	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	14	21
11:00 PM	4	5	9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	5	9
Total	**453**	**528**	**981**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**453**	**528**	**981**
Percent	**46%**	**54%**		-	-		-	-		-	-		-	-		-	-		-	-		**46%**	**54%**	
AM Peak	07:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	07:00	07:00	07:00
Vol.	32	59	91	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32	59	91
PM Peak	17:00	17:00	17:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17:00	17:00	17:00
Vol.	52	53	105	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	52	53	105

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

DATA SOLUTIONS

Location: Abrams Drive, Imjin Pkwy (west) to Preston Drive
Date Range: 12/10/2024 - 12/16/2024
Site Code: 44

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	12	0	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	0	12
1:00 AM	0	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	2	2
2:00 AM	4	2	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	2	6
3:00 AM	0	3	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	3	3
4:00 AM	4	14	18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	14	18
5:00 AM	2	22	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	22	24
6:00 AM	36	90	126	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	90	126
7:00 AM	46	**178**	**224**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	46	**178**	**224**
8:00 AM	62	114	176	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	62	114	176
9:00 AM	57	65	122	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	65	122
10:00 AM	49	55	104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	49	55	104
11:00 AM	**64**	70	134	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**64**	70	134
12:00 PM	75	83	158	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	75	83	158
1:00 PM	68	71	139	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	68	71	139
2:00 PM	81	88	169	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	81	88	169
3:00 PM	156	**109**	**265**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	156	**109**	**265**
4:00 PM	**174**	73	247	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**174**	73	247
5:00 PM	147	85	232	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	147	85	232
6:00 PM	100	58	158	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100	58	158
7:00 PM	72	33	105	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72	33	105
8:00 PM	71	25	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	71	25	96
9:00 PM	53	20	73	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53	20	73
10:00 PM	37	14	51	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	37	14	51
11:00 PM	18	5	23	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18	5	23
Total	**1,388**	**1,279**	**2,667**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,388**	**1,279**	**2,667**
Percent	**52%**	**48%**		-	-		-	-		-	-		-	-		-	-		-	-		**52%**	**48%**	
AM Peak	11:00	07:00	07:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11:00	07:00	07:00
Vol.	64	178	224	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	64	178	224
PM Peak	16:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16:00	15:00	15:00
Vol.	174	109	265	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	174	109	265

1. Mid-week average includes data between Tuesday and Thursday.

Location: Marina Heights Drive, California Ave to Imjin Pkwy
Date Range: 12/10/2024 - 12/16/2024
Site Code: 45

Time	Tuesday 12/10/2024			Wednesday 12/11/2024			Thursday 12/12/2024			Friday 12/13/2024			Saturday 12/14/2024			Sunday 12/15/2024			Monday 12/16/2024			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	6	4	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	4	10
1:00 AM	4	1	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	1	5
2:00 AM	0	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	2	2
3:00 AM	0	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	2	2
4:00 AM	0	3	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	3	3
5:00 AM	5	15	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	15	20
6:00 AM	21	44	65	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21	44	65
7:00 AM	57	**134**	191	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	**134**	191
8:00 AM	**89**	123	**212**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**89**	123	**212**
9:00 AM	46	64	110	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	46	64	110
10:00 AM	44	60	104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	44	60	104
11:00 AM	59	60	119	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59	60	119
12:00 PM	81	86	167	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	81	86	167
1:00 PM	93	91	184	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	93	91	184
2:00 PM	98	100	198	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	98	100	198
3:00 PM	**123**	**112**	**235**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**123**	**112**	**235**
4:00 PM	110	87	197	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	110	87	197
5:00 PM	108	89	197	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	108	89	197
6:00 PM	86	60	146	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	86	60	146
7:00 PM	50	37	87	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50	37	87
8:00 PM	36	19	55	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	19	55
9:00 PM	26	22	48	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	26	22	48
10:00 PM	16	15	31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	15	31
11:00 PM	10	9	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	9	19
Total	**1,168**	**1,239**	**2,407**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,168**	**1,239**	**2,407**
Percent	**49%**	**51%**		-	-		-	-		-	-		-	-		-	-		-	-		**49%**	**51%**	
AM Peak	08:00	07:00	08:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	08:00	07:00	08:00
Vol.	89	134	212	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	89	134	212
PM Peak	15:00	15:00	15:00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15:00	15:00	15:00
Vol.	123	112	235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	123	112	235

1. Mid-week average includes data between Tuesday and Thursday.

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

May 15, 2025 Item No. **13d**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of May 20, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING PURCHASE OF A RAVO R5-ISERIES COMPACT DIESEL STREET SWEEPER, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE PURCHASE AGREEMENTS 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.

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2025- approving the purchase of one (1) new Ravo R5-iSeries Compact Diesel Street Sweeper for the amount of $345,562.74;
2. Authorize the City Manager or his designee to execute purchase agreements 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:

Currently, Marina's streets are maintained via a contract with a local street sweeping contractor. This arrangement lacks a fixed schedule, relying on short-notice sweeps based on the contractor's availability, resulting in inconsistent street cleanliness. The absence of a regular cleaning schedule diminishes the overall appearance and health of the community and limits control over street maintenance.

The proposed purchase aligns with the upcoming addition of Public Works Maintenance Worker positions included in the proposed budget, which will facilitate more consistent and effective street cleaning services.

The Public Works Department evaluated several street sweepers, concluding that the Ravo R5iSeries Street Sweeper was the best fit for the organization. A variety of factors were considered which helped staff come to this conclusion, including safety, performance, maintenance cost and efficiency.

ANALYSIS:

The Ravo R5-iSeries Street Sweeper is recognized industry-wide for its durability, long service life, and ease of operation. Key features include:

- Industry-leading compaction rate to maximize payload and efficiency.
- Automatic ride height/self-leveling system that ensures optimal broom pressure, resulting in superior sweeping quality and reduced broom wear.
- Maintenance-friendly broom system with no greasing points, reducing upkeep costs.
- Exceptional maneuverability, with a turning radius of only 199 inches, suitable for tight streets and dead ends.
- No CDL requirement, as the GVW is 25,132 lbs., easing operation and staffing.
- High loading capacity of 12,125 lbs., supporting extended and efficient sweeping operations.

The unit's cost is $345,562.74, inclusive of taxes, delivery, and training. This purchase falls within the current fiscal year budget allocation of $400,000 designated for new street sweeping equipment.

The bidding requirement for this purchase is satisfied through a Sourcewell cooperative purchasing program. Cooperative purchasing is defined by the American Bar Association Model Procurement Code for State and Local Governments as "Procurement conducted by, or on behalf of, one or more Public Procurement Units." Sourcewell's analysts facilitate the procurement process by developing Requests for Proposals (RFPs) and Invitations for Bids (IFBs) for national, competitive solicitations that meet or exceed local requirements. Their rigorous process is continually refined to best serve the needs of participating agencies and ensures access to exceptional products from nationally recognized suppliers. The contract number for this purchase is 093021-FAY.

FISCAL IMPACT:

The total cost of $345,562.74 for the Ravo R5-iSeries is covered by the existing budget allocation of $400,000, resulting in remaining funds that can be allocated towards other needs. This purchase is expected to enhance the efficiency and effectiveness of street and airport runway cleaning, promoting community health, safety, and aesthetics. It supports the City's operational goals without exceeding the designated budget.

EXHIBITS:

Exhibit A – Contract Pricing sheet for Sourcewell Contract No. 093021-FAY for one (1) new Ravo R5iSeries Diesel Street Sweeper

Respectfully submitted,

_____

Ismael Hernandez
Public Works Director
City of Marina

REVIEW/CONCUR

_____

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF MARINA APPROVING PURCHASE OF A RAVO R5-ISERIES COMPACT DIESEL STREET SWEEPER, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE PURCHASE AGREEMENTS 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, the City of Marina recognizes the need for a reliable and efficient street sweeping program to enhance the cleanliness, safety, and appearance of city streets and public areas; and

WHEREAS, the Public Works Department has identified the Ravo R5-iSeries Compact Diesel Street Sweeper as an industry-leading vehicle that offers superior performance, maneuverability, and operational efficiency; and

WHEREAS, the purchase of this equipment will enable the City to implement a scheduled, routine street sweeping program, including maintenance of the Marina Airport runway and taxiways, as well as cleaning public event areas and traffic accident sites; and

WHEREAS, the procurement of the Ravo R5-iSeries is in compliance with the City's purchasing policies through participation in the Sourcewell cooperative purchasing program, with contract number 093021-FAY, which ensures a competitive and streamlined procurement process; and

WHEREAS, the total cost of the equipment, $345,562.74, is within the current fiscal year budget allocation of $400,000 designated for new street sweeping equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Marina as follows:

1. The City Council hereby supports the staff report and authorizes the purchase of the Ravo R5-iSeries Compact Diesel Street Sweeper for the amount of $345,562.74.
2. The City Manager or his designee is authorized to execute all necessary documents and take all actions required to effectuate this purchase.
3. The Finance Director is authorized 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 1th 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

MUNICIPAL MAINTENANCE EQUIPMENT
CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

May 13, 2025

City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Tel: 831-277-0343
jperez@cityofmarina.org

Attention: Juan Perez

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 093021-FAY for one (1) new Ravo R5-iSeries Compact Diesel Sweeper for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Marina, CA	$317,093.13
	8.975% Estimated Sales Tax	28,459.11
	CA Tire Fee (6 @ $1.75 Each)	10.50
	Total	$345,562.74

City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Assignee:
Municipal Maintenance Equipment, Inc. 4634 Mayhew Road Sacramento, CA 95827
Nancy Steffan nsteffan@source-mme.com Tel: 916-922-1101 Fax: 916-922-1034

- Pricing includes delivery and on-site training.
- Normal delivery 120-240 days A.R.O., depending on component availability during production.
- CARB Disclosure: A vehicle operated in California may be subject to California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to the requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets
- Due to California emissions requirements, special permits may be required on engines. MME cannot provide these permits and we recommend you contact your local Air Resources Management District for the specific requirements.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.
- Quotation valid for 30 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
President

Enclosure

MUNICIPAL MAINTENANCE EQUIPMENT



Sourcewell Awarded Contract

FAYAT ENVIRONMENTAL SOLUTIONS

RAVO FAYAT GROUP

FESA 2024 Ravo R5 Sourcewell Price List 03/01/2024 V1

Dealer Name	MME Sacramento	**Sourcewell Discount**	5%
Customer Name	City of Marina	**Order Number**	
Customer Physical Address	211 Hillcrest Avenue	**Quotation Date**	5/13/25
City, State, Zipcode	Marina, CA 93933	**Sourcewell Contract #**	093021-FAY
Contact Person	Juan Perez		
Contact Title	0		
Contact Email Address	jperez@cityofmarina.org		
Contact Phone Number	831-277-0343		
Customer Sourcewell Number	Pending		

QTY	ITEM CODE	DESCRIPTION	Sourcewell List Price Ea	Sourcewell Total List Price
1	1.1	5-iSeries 25 MPH, meeting NHTSA Road safety standards, including:	$ 284,758.98	$ 284,758.98
		Tier 4 engine / Standard tipping container		
		Inspection door retainer / Wide sweeping		
		Gutter brush angle adjustment right hand side / Dual tires		
		Step on brooms / License plate holder		
		12V Plug inside cabin / Airconditioning		
		Coated suction line + Suspended swivel wheel / Aluminium cover inside rear door		
		Alloy Fan / Easy liftable grid		
		LED work light package (brushes, cabin, container) / Rearview camera		
		LED beacon light (front and back) / Engine safety stop		
		Suction nozzle camera + second monitor / Heated and electrically adjustable mirrors		
		Central doorlock (doors lockable from inside) / Service manual		
		Cruise control (during sweeping) / PM10 Standard		
	7	**Broom and suction system**		
1	7.1	Independent brush lifting	$ 3,689.56	$ 3,689.56
1	7.2.2	Gutter brush angle adjustment left and right hand side	$ 1,066.08	$ 1,066.08
1	7.3	Borium Fan	$ 1,360.60	$ 1,360.60
1	7.4.1	Third brush / Weedcutter complete (double angle adjustment included)	$ 18,525.05	$ 18,525.05
1	7.4.3	Third brush quick release system	$ 2,765.62	$ 2,765.62
1	7.5	Hydraulic suction tube shutter with switch in cabin (shuts the suction tube off from the hopper)	$ 5,820.00	$ 5,820.00
	9	**Silent**		
1	9.1	Silent stage 1	$ 1,418.35	$ 1,418.35
	10	**Water options**		
1	10.1	High pressure water pump with spray gun mounted right hand side	$ 4,801.99	$ 4,801.99
	11	**Wander hose**		
1	11.1	Wander hose (8 inch) through container roof and mounted on rear door including mounting rack	$ 5,543.61	$ 5,543.61
	12	**Ergonomical and safety options**		
1	12.1	Air suspended driver seat with 2 point safety belt	$ 1,844.78	$ 1,844.78
	13	**Camera systems**		
1	13.3	Blind spot camera on left hand side of cabin (connected to 1st monitor)	$ 1,279.29	$ 1,279.29
	15	**Accessories**		
1	15.4	Toolbox (mounted in front of the passengers seat)	$ 278.11	$ 278.11
1	15.5	Mounting rack on rear door of the container (standard i.c.w. 11.1)	$ 463.51	$ 463.51
1	15.6	Air deflection plate (standard i.c.w. 1.3)	$ 1,093.89	$ 1,093.89

Subtotal :	$ 334,709.42
Sourcewell Discount:	$ (17,616.29)
Ravo R5 Subtotal:	$ 317,093.13

Ravo R5 Subtotal:	**$ 317,093.13**
Training:	Included

MUNICIPAL MAINTENANCE EQUIPMENT



Sourcewell Awarded Contract

FAYAT ENVIRONMENTAL SOLUTIONS

RAVO FAYAT GROUP

FESA 2024 Ravo R5 Sourcewell Price List 03/01/2024 V1

Dealer Name	MME Sacramento	**Sourcewell Discount**	5%
Customer Name	City of Marina	**Order Number**	
Customer Physical Address	211 Hillcrest Avenue	**Quotation Date**	5/13/25
City, State, Zipcode	Marina, CA 93933	**Sourcewell Contract #**	093021-FAY
Contact Person	Juan Perez		
Contact Title	0		
Contact Email Address	jperez@cityofmarina.org		
Contact Phone Number	831-277-0343		
Customer Sourcewell Number	Pending		

QTY	ITEM CODE	DESCRIPTION	Sourcewell List Price Ea	Sourcewell Total List Price
		We are pleased to offer this quotation for a Ravo R5 with the options listing above per the terms and conditions of the Sourcewell Contract Number 093021-FAY and the additional terms sheet attached.	**Dealer Prep:**	Included
			Freight:	Included
			Sourcewell Price:	**$ 317,093.13**
			Sales Tax 8.975%	$ 28,459.11
			California Tire Fee (6@1.75 ea)	$ 10.50
			Total Sourcewell Price:	**$ 345,562.74**

Very Truly Yours,
Adam Horch
0
0
0

For Acceptance:

Signed: _____ _____

Juan Perez
0

Adam Horch
0

Date: _____ _____